

**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 18, 2018**

TAB	DESCRIPTION	ACTION
1	AMENDMENT TO BOARD POLICY Board Policy II.F. – Policies Regarding Nonclassified Employees – Second Reading	Motion to approve
2	BOISE STATE UNIVERSITY Amendment to Multi-Year Employment Agreement for Bryan Harsin - Head Football Coach	Motion to approve

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 18, 2018

SUBJECT

Board Policy II.F. – Policies Regarding Non-classified Employees – second reading

REFERENCE

June 2016	The Idaho State Board of Education (Board) approved the second reading of amendment to Board Policy II.F. (pertaining to courtesy vehicles and use of state vehicles for personal use)
August 2016	Board approved first reading of amendment to Board Policy II.F (courtesy vehicle policy)
October 2016	Board approved second reading of amendments to Board Policy II.F. 2.b.vi (pertaining to courtesy vehicles and the first reading of amendment to Board policy II.F. 2. and 3. pertaining to annual leave)
November 2016	Board approved second reading of amendments to Board Policy II.F.2 and 3 (pertaining to annual leave)
August 2018	Board approved first reading of amendments to Board Policy Section II.F.2.b.vi. (pertaining to automobile exclusion and courtesy vehicles)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections II.F. Sections 49-2426, Idaho Code

ALIGNMENT WITH STRATEGIC PLAN

This agenda item is a non-strategic Board governance agenda item.

BACKGROUND/ DISCUSSION

In October 2016, following extended discussions between Board staff and the State Risk Management office, the Board approved the second reading of amendments to Board Policy II.F. bringing it into alignment with state regulations with respect to state-owned or leased vehicles and the insurance requirements applicable when local dealerships provide courtesy vehicles to institution personnel who choose to make personal use of those vehicles. Recently the State Risk Management Office contacted the Board office and requested amendments to the policy to clarify existing Risk Management requirements.

The proposed amendments rephrase the requirement that courtesy vehicles be covered by Risk Management and adds a reference to the Idaho Tort Claims Act when the vehicles are used on state business.

IMPACT

The proposed amendments will provide additional clarification for the institutions in the implementation of the Board's policy and State Risk Management requirements.

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ATTACHMENTS

Attachment 1 – Board Policy II.F. – Second Reading

STAFF COMMENTS AND RECOMMENDATIONS

The proposed amendment is the result of discussions with the State Risk Management office. Language has been added to the policy to clarify insurance requirements applicable when local dealerships provide courtesy vehicles to institution personnel who choose to make personal use of those vehicles. There are no changes from the approved first reading.

Staff recommends approval.

BOARD ACTION

I move to approve the second reading of the proposed amendment to Board Policy Section II.F.2.b.vi. Policies Regarding Non-classified Employees, Automobile Exclusion and Courtesy Vehicles as provided in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

SUBSECTION: F. Policies Regarding Non-classified Employees ~~November 2016~~October 2018

1. Employment Terms

a. All non-classified employees, except those set forth in Section II.F.1.b. below, serve at the pleasure of the chief executive officer, and may be dismissed at any time, with or without cause, and without notice, at the discretion of the chief executive officer.

b. Employment Contracts

i. An institution may provide employment contracts to its non-classified employees. If an institution chooses to offer employment contracts to its non-classified employees, the employment contract must include the period of the appointment, salary, pay periods, position title, employment status and such other information as the institution may elect to include in order to define the contract of employment. Non-classified employees have no continued expectation of employment beyond their current contract of employment.

ii. Non-classified employees, who serve pursuant to contracts of employment containing a stated salary are not guaranteed such salary in subsequent contracts or appointments, and such salary is subject to adjustment during the contract period due to financial exigency (as provided for in Section II.N of Board Policy) or through furlough or work hour adjustments (as provided for in Section II.B.2.c of Board Policy).

iii. Each employee must acknowledge receipt and acceptance of the terms of the employment contract by signing and returning a copy to the institution initiating the offer of appointment. Failure or refusal of the employee to sign and return a copy of the employment contract within the time specified in the contract is deemed to be a rejection of the offer of employment unless the parties have mutually agreed in writing to extend the time. Nothing in this paragraph prohibits the institution from extending another offer to the employee in the event the initial offer was not signed and returned in a timely manner. Any alteration by the employee of the offer is deemed a counter-offer requiring an affirmative act of acceptance by an officer authorized to enter into contracts of employment binding the institution.

iv. Each contract of employment shall include a statement to the following effect and intent: "The terms of employment set forth in this contract of employment are also subject to the Governing Policies and Procedures of the State Board of Education (or the Board of Regents of the University of Idaho, in the case of University of Idaho), and the policies and procedures of the institution." The contract shall also state that it may be terminated at

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any time for adequate cause, as defined in Section II.L. of Board Policy, or when the Board declares a state of financial exigency, as defined in Section II.N. of Board Policy. The contract shall also state that it may be non-renewed pursuant to Section II.F.5. of Board Policy.

- v. No contract of employment with such an employee may exceed one (1) year without the prior express approval of the Board, with the exception of employment agreements for athletic directors and coaches as set forth in Section II.H. of Board Policy. Employment beyond the contract period may not be legally presumed. Renewal of an employment contract is subject solely to the discretion of the chief executive officer of the institution, and, where applicable, of the Board.

2. Compensation

- a. Salary – All non-classified employees shall receive a fixed salary. A payment in addition to the fixed salary for an employee on annual contract or agreement may be authorized by the chief executive officer for documented meritorious performance, to compensate a professional annual employee for short-term work assignments or additional duties beyond what is outlined in an employee’s contract or agreement, or as incentive pay. Incentive pay may be paid for achievement of specific activities, goals or certifications as may be established by an institution in conjunction with certain programs or initiatives. All initial salaries for non-classified employees are established by the chief executive officer, subject to approval by the Board where applicable. The Board may make subsequent changes for any non-classified employee salary or may set annual salary guidelines and delegates to its executive director authority to review compliance with its annual guidelines. Any annual salary increase outside Board guidelines requires specific and prior Board approval before such increase may be effective or paid to the non-classified employee. With the exception of the chief executive officers, and other positions whose appointment is a reserved Board authority, approval of salaries shall be effective concurrently with Board approval of annual operating budgets for that fiscal year.
- b. Salaries, Salary Increases and other Compensation related items
 - i. Salaries for new appointments to dean, associate/assistant dean, vice president, and president/vice president direct-report positions may not exceed the median rate for such position established by the College and University Professional Association for Human Resources (CUPA-HR), or its equivalent, without prior Board approval.

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- ii. Appointments to acting or interim positions shall be at base salary rates no greater than ten percent (10%) more than the appointees' salary rate immediately prior to accepting the interim appointment or ninety-five percent (95%) of the prior incumbent's rate, whichever is greater.
- iii. Overtime Compensation – Non-classified employees in positions that are defined as overtime eligible under the Fair Labor Standards Act (FLSA) earn cash compensation or compensatory time off at a rate of one and one-half (1½) hours for each overtime hour worked.
- iv. Credited State Service - The basis for earning credited state service will be the actual hours paid not to exceed forty (40) per week.
- v. Pay Periods - All non-classified employees are paid in accordance with a schedule established by the state controller.
- vi. Automobile Exclusion and Courtesy Vehicles – With the exception of courtesy vehicles provided for use by local car dealerships, no employee will receive an automobile or automobile allowance as part of his or her compensation, unless expressly authorized by the Board. The use of institution-registered courtesy vehicles is subject to the following requirements:
 - 1) Courtesy vehicles will be covered by Risk Management in accordance with the Risk Management Liability program and Idaho Tort Claims Act when used on state business.~~The institution will verify that all courtesy vehicle use is insured in accordance with the requirements of Idaho's Risk Management Program.~~
 - 2) Personal use of courtesy vehicles is not allowed unless the assigned employee acquires at his/her own cost, personal automobile insurance with at least the following coverage:
 - a) Employee to provide a personal automobile insurance policy with at least \$500,000 combined single limits;
 - b) Personal automobile policy must include a non-owned automobile endorsement clause for courtesy vehicles which are controlled by the institution and insured through Risk Management.
 - 3) ~~Personal and permissive use of a courtesy vehicle is excluded from coverage under the State of Idaho's Risk Management Program, unless the institution has verified that the employee has obtained insurance which meets the following requirements:~~

GOVERNING POLICIES AND PROCEDURES**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****SUBSECTION: F. Policies Regarding Non-classified Employees ~~November 2016~~October 2018**

~~Employee to provide a personal automobile policy with at least \$500,000 combined single limits~~

~~Personal automobile policy must include a non-owned automobile endorsement or clause~~

~~The State of Idaho and the State Agency must be named as additional insured on the employee's personal auto policy~~

3. Annual Leave

- a. Non-classified employees at the institutions, agencies earn annual leave at the equivalent rate of two (2) days per month or major fraction thereof of credited state service. Twelve-month employees employed at the entities named above may accrue leave up to a maximum of 240 hours. An employee who has accrued the maximum will not earn further leave until the employee's use of annual leave reduces the accrual below the maximum.

Notwithstanding the preceding paragraph, non-classified employees in positions which are overtime eligible under the FLSA earn annual leave in accordance with and subject to the maximum leave accruals in Section 67-5334, Idaho Code (Personnel System). Non-classified employees in positions which are not overtime eligible under the FLSA as of November 30, 2016, but become overtime eligible under the federal Department of Labor's final rule updating the FLSA's overtime regulations which goes into effect on December 1, 2016, shall continue to accrue vacation leave as set forth in the preceding paragraph, provided the employee remains in the same position.

- b. Non-classified employees appointed to less than full-time positions earn annual leave on a proportional basis dependent upon the terms and conditions of employment.
- c. Professional Leave - At the discretion of the chief executive officer, non-classified employees may be granted professional leave with or without compensation under conditions and terms as established by the chief executive officer.
- d. Pursuant to section 59-1606(3), Idaho Code, when a classified employee's position is changed to non-classified, or when a classified employee is moved into a non-classified position, and that employee, due to the employee's years of service, has an annual leave balance in excess of 240 hours, then the institution may pay the employee as supplemental pay the balance that is in excess of 240 hours.

4. Performance Evaluation

GOVERNING POLICIES AND PROCEDURES**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES****SUBSECTION: F. Policies Regarding Non-classified Employees ~~November 2016~~October 2018**

Each institution or agency must establish policies and procedures for the performance evaluation of non-classified employees, and are responsible for implementing those policies in evaluating the work performance of employees. The purposes of employee evaluations are to identify areas of strength and weakness, to improve employee work performance, and to provide a basis on which the chief executive officers and the Board may make decisions concerning retention, promotion, and merit salary increases. All non-classified employees must be evaluated annually. Any written recommendations that result from a performance evaluation must be signed by the appropriate supervisor, a copy provided to the employee and a copy placed in the official personnel file of the employee. Evaluation ratings that result in findings of inadequate performance of duties or failure to perform duties constitute adequate cause as set forth in Section II.L. of Board Policy.

5. Non-Renewal of Non-classified Contract Employees
 - a. Notice of the decision of the chief executive officer to not renew a contract of employment must be given in writing to the non-classified employee at least sixty (60) calendar days before the end of the existing period of appointment for annual appointments. For appointments of less than one year, the written notice must be at least thirty (30) days prior to the end of the existing period of appointment. Reasons for non-renewal need not be stated. Non-renewal without cause is the legal right of the Board. If any reasons for non-renewal are provided to the employee for information, it does not convert the non-renewal to dismissal for cause and does not establish or shift any burden of proof. Failure to give timely notice of non-renewal because of mechanical, clerical, mailing, or similar error is not deemed to renew the contract of employment for another full term, but the existing term of employment must be extended to the number of days necessary to allow sixty (60) (or thirty days where applicable) calendar days' notice to the employee.
 - b. Except as set forth in this paragraph, non-renewal is not grievable within the institution nor is it appealable to the Board. However, if an employee presents bona fide allegations and evidence to the chief executive officer of the institution that the non-renewal of the contract of employment was the result of discrimination prohibited by applicable law, the employee is entitled to use the internal discrimination grievance procedure set forth in Section II.M. to test the allegation. If the chief executive officer is the subject of the allegations, the employee may present the bona fide allegations and evidence to the Executive Director. The normal internal grievance procedure for discrimination must be used unless changed by mutual consent of the parties. The ultimate burden of proof rests with the employee. The institution is required to offer evidence of its reasons for non-renewal only if the employee has made a prima facie showing that the

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recommendation of non-renewal was made for reasons prohibited by applicable law. Unless mutually agreed to by the parties in writing, the use of the discrimination grievance procedure will not delay the effective date of non-renewal. Following the discrimination grievance procedures, if any, the decision of the institution, is final, subject to Section II.F.5.c., below.

- c. If, and only if, the chief executive officer is the subject of the alleged discrimination prohibited by applicable law, the non-classified contract employee may petition the Board to review the final action of the institution. Any petition for review must be filed at the Office of the State Board of Education within fifteen (15) calendar days after the employee receives notice of final action. The Board may agree to review the final action, setting out whatever procedure and conditions for review it deems appropriate, or it may choose not to review the final action. The fact that a review petition has been filed will not stay the effectiveness of the final action, nor will the grant of a petition for review, unless specifically provided by the Board. Board review is not a matter of right. An employee need not petition for Board review in order to have exhausted administrative remedies for purposes of judicial review. Nothing in this section should be construed as any prohibition against filing a complaint with any appropriate state or federal entity, including but not limited to the Equal Employment Opportunity Commission (EEOC) or the Idaho Human Rights Commission (IHRC).

6. Tenure

Non-classified employees are generally not entitled to tenure. Certain, very limited, exceptions to this general rule are found in Subsection G.6 of these personnel policies and procedures.

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BOISE STATE UNIVERSITY

SUBJECT

Amendment to Multi-Year Employment Agreement for Bryan Harsin – Head Football Coach

REFERENCE

December 2013	Idaho State Board of Education (Board) approved material term sheet and directed Boise State University (BSU) to return with a contract for February
February 2014	Board approved employment agreement for 2014-2019
February 2015	Board approved employment agreement for 2015-2020
April 2017	Board approved employment agreement for 2017-2022

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

Goal 2: Educational Attainment, Objective C: Access
Building and maintaining successful Intercollegiate Athletics programs both increases donor relations and fundraising for all of Boise State University (BSU) and also attracts students to BSU from various geographic regions and socioeconomic groups.

BACKGROUND/DISCUSSION

Bryan Harsin is the Head Football Coach at BSU. In April 2017, the Board approved a new, nearly five-year Employment Agreement for Coach Harsin. The BSU football team (Team) has continued to have successful seasons under Coach Harsin and BSU requests to enter into an amended employment agreement with Coach Harsin. The new contract makes substantive changes only to the incentive elements of the compensation structure. The contract is similar to the standard form utilized by BSU, including the single extension year language based on eight games won.

The contract amendment is for five years with an automatic extension with eight wins in a season.

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	Current	Proposed
Academic Incentive Payout (amount are cumulative):		
955 or higher	* \$ 20,000	* \$ 25,000
975 or higher	* \$ 10,000	* \$ 20,000
985 or higher	* \$ 5,000	* \$ 15,000
990 or higher	* \$ 15,000	* \$ 10,000

Maximum potential supplemental and Incentive	\$ 475,000	\$ 1,185,000
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* A component of maximum potential

Buyout provision (if coach terminates):		
Prior to January 10, 2019	\$ -	\$ 500,000
Prior to January 10, 2020	\$ -	\$ 350,000
Prior to January 10, 2021	\$ -	\$ 250,000
Prior to January 10, 2022	\$ -	\$ 150,000
Prior to January 10, 2023	\$ -	\$ 100,000

These negotiated amounts reflect a portion of the costs which would be incurred by BSU in seeking out a new head coach, assistant coaches and support staff and associated costs, including moving costs and vacation payout.

The base compensation for this year remains unchanged, but the academic and athletic performance incentives apply to the current football season.

ATTACHMENTS

- Attachment 1 – Proposed Contract
- Attachment 2 – Redline of Proposed Contract to Model Agreement
- Attachment 3 – Redline of Proposed Contract to Current Contract
- Attachment 4 – 2013-2017 APR Summary
- Attachment 5 – Maximum Compensation Calculation
- Attachment 6 – Base Salary and Incentive Comparison – Compared to other Mountain West Conference football coaches
- Attachment 7 – Liquidated Damages Comparison

STAFF COMMENTS AND RECOMMENDATIONS

The proposed changes include a tiered buyout provision. The original contract included a buyout provision that was for the first year of the contract only. The proposed contract calls for a buyout provision each year starting at \$500,000 and going down to \$100,000 for the final year of the contract.

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There is a provision in Coach Harsin's contract that provides allowable funding and number of assistant coaches. The proposed changes also include a floor of \$2,200,000 for assistant coaches. The original contract allowed for an amount equal to \$2,200,000 for nine assistant coaches. The proposed contract changes that amount to "at least \$2,200,000" and provides for ten assistant coaches. The sources of funds are local (i.e. non-appropriated) funds.

The proposed contract also includes a higher bonus for the Academic Progress Rate (APR) scores of the students. The original contract allowed for a bonus of up to \$50,000 based on the APR scores of the student athletes. The proposed contract provides a bonus of up to \$70,000 based on the student athlete APR scores.

Additional bonuses are paid for particular performances during the season and post-season. These bonuses are similar to bonuses seen in other coach contracts within the Mountain West. The total maximum potential annual bonuses are valued at \$1,185,000. This brings the total maximum compensation calculation (including base salary, academic incentives, and athletic incentives) to the following:

- Year 1: \$2,835,004
- Year 2: \$2,935,004
- Year 3: \$3,035,004
- Year 4: \$3,135,004
- Year 5: \$3,235,004

BOARD ACTION

I move to approve the request by Boise State University to enter into the multi-year agreement with Bryan Harsin, Head Football Coach as proposed in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**EMPLOYMENT AGREEMENT
2018-2023**

This Employment Agreement (“Agreement”) is entered into by and between Boise State University (“University”) and Bryan Harsin (“Coach”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team (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 (Director). Coach shall abide by the reasonable instructions of 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 (President).

1.3. Duties. Coach shall manage and supervise the Team and Program and shall perform such other duties in the University’s athletic Department (Department) as the Director may reasonably assign and as may be described elsewhere in this Agreement. Coach shall, to the best of his ability and consistent with University policies, perform all duties and responsibilities customarily associated with an NCAA Football Bowl Subdivision head football coach.

1.3.1 Coach is expected to devote full-time to Coaching and recruitment involving the Team as the head Coach. If Coach is reasonably required to perform any such additional duties that are not defined in the Agreement, Coach will be notified of his responsibility to perform these duties within a reasonable time frame.

1.3.2. Coach will attend staff meetings, public relation functions, dinners, awards banquets and make appearances as reasonably directed by the Director unless excused by the Director. The Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited, to the following:

- a) Television, radio and other public appearances as in the Agreement
- b) The annual BAA Bar-b-que
- c) The BAA/Alumni Auction Dinner
- d) Athletic Department staff meetings called by the Director
- e) Athletic Department Graduation Reception
- f) Bronco Golf Series Tournaments
- g) Other similar Department activities and events

1.3.3. Coach agrees to supervise any staff serving under Coach and to insure, to the best of his ability, that all staff persons follow all applicable University policies, NCAA, and Conference rules and regulations at all times. Director will keep Coach informed, in writing, of

which persons serve under Coach.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years and three (3) months, commencing on October 29, 2018, and terminating, without further notice to Coach, on January 10, 2023, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. Other than as set forth in Section 2.3, 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. Extensions to Initial Term. The term of this Agreement shall be extended by one (1) additional year for each season in which the football team has at least eight (8) victories in a Season (including bowl games). Meaning, one (1) additional year is added for each eight (8) win season on contract terms no less favorable to Coach than the contract terms then applicable to the final year of this Agreement prior to the extension, provided, however, the base salary for the additional year will reflect a raise of \$100,000 over the base salary then applicable to the final year of this Agreement prior to the extension.

2.3.1. By way of example, and for the avoidance of doubt, section 2.3 is to be interpreted so that the term of this Agreement will function as a rolling five year term as long as the football team wins eight (8) games in a Season. If any Season results in less than eight (8) victories, then the term shall not extend for an additional year, rendering this Agreement as a potential rolling four (4) year term if a Season with eight (8) victories follows such year or a potential rolling three (3) year term if a subsequent Season is fewer than eight (8) victories. Subsequent seasons of eight (8) victories or more, or fewer than eight (8) victories, will have the same effects as described in this section until this Agreement is terminated as otherwise provided herein.

ARTICLE 3

3.1. Regular Compensation.

3.1.1. In consideration of Coach's services, the University shall provide to Coach:

- a) A base salary as follows:
 - January 11, 2018 to January 10, 2019 - \$1,450,000;
 - January 11, 2019 to January 10, 2020 - \$1,550,000;
 - January 11, 2020 to January 10, 2021 - \$1,650,000;
 - January 11, 2021 to January 10, 2022 - \$1,750,000;

January 11, 2022 to January 10, 2023 - \$1,850,000.

all generally payable in biweekly installments in accordance with normal University procedures and all of which is to be paid from non-appropriated funds;

- b) The opportunity to receive such employee benefits calculated on the base salary (within the limits of such plans and benefits) as the University provides generally to non-faculty, non-classified, professional staff employees; and
- c) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level, including moving expenses. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.
- d) The opportunity to receive additional benefits as the Director deems necessary and appropriate including a vehicle, complimentary tickets, and club membership, as set forth in a separate letter.

3.2. Supplemental Compensation

3.2.1. Additional Pay based upon performance relating to regular Season and post-Season competition shall be based on the following:

- a) \$25,000 if the Team wins six (6) games against Conference opponents
- b) \$25,000 if the Team wins seven (7) games against Conference opponents
- c) \$50,000 if the Team wins eight (8) games against Conference opponents
- d) \$10,000 if the Team wins against Brigham Young University (BYU) at home or at a neutral field, in a non-Conference, regular season game, or
- e) \$15,000 if the Team wins against BYU at BYU in a non-Conference, regular season game.

For the sake of clarity and the avoidance of doubt, this provision shall not apply to bowl games against BYU.

- f) \$25,000 if the Team wins against a Power 5 conference opponent (defined as a member in the Pac-12 conference, the Southeastern conference (SEC), the Big Ten conference, the Big 12 conference, or the Atlantic Coast conference (ACC) in a non-Conference, regular season game.

For the sake of clarity and the avoidance of doubt, this provision shall not apply to bowl games against Power 5 conference opponents.

- g) \$50,000 if the Team is the Mountain Division Champion
- h) \$100,000 if the Team is the Mountain West Conference Champion
- i) \$35,000 if the Team participates in a non-Host/CFP Bowl game
- j) \$15,000 if the Team wins a non-Host/CFP Bowl game
- k) \$100,000 if the Team participates in a Host Bowl as part of the College Football Playoff (CFP)
- l) \$150,000 if the Team participates in one of the two semi-final Playoff Bowl games in the CFP
- m) \$200,000 if the Team participates in the CFP Championship Bowl game
- n) \$300,000 if the Team wins the CFP Championship Bowl game
- o) \$25,000 if Coach earns MWC Coach of the Year
- p) \$50,000 if Coach earns National Coach of the Year

Coach shall be eligible for supplemental compensation from each of the provisions listed above, except that in the event the Team shall participate in a Host/CFP Bowl, then the supplemental compensation relating to participation in a non-Host/CFP Bowl game, i) and j) above, shall be inapplicable, since the Host Bowl incentives will be applicable. Any additional pay for performance earned pursuant to this section shall be paid on February 1st following the football Season in which earned, as long as Coach remains continuously employed as head Coach to that date.

3.2.2. Academic Incentive Pay may be earned as follows:

- a) \$25,000 if the annual football Team APR rating (for the previous fall and spring semesters) equals between 955 and 974; and
- b) \$20,000 if the annual football Team APR rating (for the previous fall and spring semesters) equals between 975 and 984; and
- c) \$15,000 if the annual football Team APR rating (for the previous fall and spring semesters) equals between 985 and 989; and
- d) \$10,000 if the annual football Team APR rating (for the previous fall and spring semesters) equals 990 or higher.

These amounts are cumulative. By way of example, and for the avoidance of doubt, if the Team APR equals 990 or higher, Coach will earn \$70,000 in Academic Incentive Pay. Any pay earned pursuant to this section shall be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, as long as Coach remains continuously employed as head Coach to that date. The parties anticipate that pay earned pursuant to this section shall be paid on or before December 1 of the applicable year.

3.2.3. Notwithstanding the effective date of this Agreement coming nine months into the first of the five year term, the supplemental consideration set forth in Section 3.2 is

intended by the parties to apply to the January 11, 2018 to January 10, 2019 term and the athletic contests, achievements, and academic performance during that term.

3.3. Media Programs, Public Appearances and Endorsements.

3.3.1. Coach shall appear on or participate in, as requested by the Director, and make all reasonable efforts to make successful University sanctioned television, radio and internet Productions concerning the University and the Program. Agreements requiring the Coach to participate in Productions and public appearances 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 Coach. Coach agrees to cooperate with the University's reasonable requests in order for the Productions to be successful and agrees to provide his services to and perform on the Productions and to cooperate with the University's reasonable requests related to their performance, broadcasting, and telecasting.

3.3.2. It is understood that neither Coach nor any assistant coaches shall appear, without the prior written approval of the Director (such approval not to be unreasonably withheld), on any competing Production (including but not limited to a coach's show, call-in show, or interview show) or news segment, except that this prohibition shall not apply to news media interviews and appearances which are non-recurring and for which no compensation is received.

3.3.3. Coach or any assistant coaches shall have no right, title or interest of any kind or nature whatsoever in or to any materials, works or results related to the Productions, or in any component part thereof and the University shall own all rights to the Productions and shall be entitled, at its option, to produce and market the Productions or negotiate with third parties for the production and marketing of the Productions. The University shall be entitled to retain all revenue generated by the Productions. Upon prior written approval of the Director (such written approval not to be unreasonably withheld), Coach may use the materials, works or results related to the Productions so long as such use does not violate University or NCAA policy and does not result in Coach receiving compensation for such use.

3.3.4. Without the prior written approval of the Director (such written approval not to be unreasonably withheld), Coach shall not appear in any form of Production for commercial endorsement or compensation.

3.4. Intellectual Property Rights.

3.4.1. Coach may not use the marks or intellectual property of the University, including without limitation its logos, slogans, trademarks, service marks, copyrights, trade dress, color scheme, or other indicia, without a specific, written licensing agreement relating to the same. Coach agrees that all logos, slogans, trademarks, service marks, copyrights, trade dress, color scheme, or other indicia, including all copyright and other intellectual property rights therein, which relate to the University, including any of its athletic programs, or which would compete with the University's registered marks, that are developed or created by Coach or by others at Coach's direction, shall be owned solely by the University. Coach may, upon written approval of

Director (such written approval not to be unreasonably withheld) develop or create such intellectual property rights that are not related to the University and that would not compete with the University's registered marks.

3.4.2. Coach hereby grants University a perpetual, worldwide, royalty-free, non-exclusive, limited license to use Coach's name, image, nickname, signature, voice, likeness, "celebrity rights" and photograph for historical and archival purposes in records and publications related to Coach's performance of his duties as the University's head football coach. Further, Coach hereby grants University a perpetual, worldwide, royalty-free, non-exclusive, limited license to use his name, image, nickname, signature, voice and photograph for the limited purpose of selling or distributing commemorative items which depict him during his tenure as the head coach of the Team in a historically accurate and positive light, so long as his name, image, nickname, signature, voice and photograph, as the case may be, (i) is displayed on the item together with former Team members and/or coaches, or (ii) is not shown predominantly on the item. Coach consents to the University's appropriation of his privacy rights in connection with the grant of the limited license in this section.

3.4.3. During the term of this Agreement, including an extension or renewal pursuant to Section 2.2 or 2.3, the use of Coach's name, image, nickname, signature, voice, likeness, "celebrity rights" and photograph for any other purposes than those outlined in Section 3.4.2 of this Agreement shall be governed by a separate agreement.

3.5. Summer Camp—Operated By University. Coach agrees that the University has the priority right to operate youth football 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 with reasonable requests related to the marketing, supervision, and general administration of the University'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 University's summer football camps, the University shall pay Coach supplemental compensation during each year of his employment as head football coach at the University.

3.6. Apparel and/or Equipment. 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 any University selected vendors, 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.

3.7. General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by applicable 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(a) and paid directly from the University to Coach, and within any applicable compensation limits established by such plans and 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 and reasonably protect their health, safety, and well-being;

4.1.3. Observe and work reasonably to 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, and the NCAA; supervise and take reasonable 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 Department's director of 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 cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit A. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) 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 reasonable 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 (such approval not to be unreasonably withheld), 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 (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. Notwithstanding the limitations in Sections 4.2 and 4.3, Coach's obligation under Section 4.2 and this Section 4.3 shall not extend to and shall specifically exclude buying, selling, owning, holding, investing in and otherwise receiving and deriving income from debt and/or equity investments that consist of or are in the nature of non-controlling interests in publicly traded securities or non-controlling interests in private equity funds and similar investments entities or vehicles that are managed, directed or controlled by brokerage firms, registered investment advisors, private equity firms, hedge funds and similar advisors and managers whereby Coach has no more than a direct or indirect non-controlling minority stake with limited rights, authority or ability to control or influence business decisions and management. 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.

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 Program, 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. Coach shall be provided an annual budget of at least \$2,200,000 per year for the employment of the ten (10) on-field assistant coaches.

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 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 franchise requiring performance of duties set forth herein prior to the expiration of this Agreement, without giving prior notice to the Director. Coach shall deliver such notice in writing, or by electronic mail, and shall give such notice as soon as reasonably practical but no less than 48 hours prior to such activity.

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 in the event he engages in conduct which amounts to good or adequate cause to terminate Coach; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in this Agreement, Boise State University policies, and Idaho State Board of Education policies.

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

- a) A deliberate or major or repetitive violation of Coach's duties under this Agreement or the intentional 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 30 days after receiving written notice from the University;
- c) A deliberate or major or repetitive violation by Coach of any applicable law (other than minor traffic offenses) or the policies, rules or regulations 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 NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent (such consent not to be unreasonably withheld);
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's reasonable judgment, reflect adversely on the University, the Department or its athletic programs;
- f) 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;
- g) 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

- h) A deliberate or major or repetitive 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 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 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 within at least 14 days after the receipt of the University's written notice. 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 or continue to pay Coach, as applicable, as liquidated damages and not a penalty, the applicable regular compensation as set forth in section 3.1.1(a) plus an additional amount at the annual rate of \$200,000, excluding all deductions required by law, payable on the regular paydays of the University until the expiration of 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 of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid to the Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the applicable gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the 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 of 3.1.1(b) as if he remained a University

employee until the term of this Agreement ends or until Coach obtains 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 outside of section 3.1.1 (a) and (b), except as otherwise 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 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 Coach by University after the date Coach obtains other employment, to which Coach is not entitled under this provision. Coach acknowledges that the University will withhold taxes and other payroll deductions from the payments due Coach pursuant to this Section 5.2.2, in such amounts and at such times as required by applicable law.

5.2.3. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the negotiations of this Agreement 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.

5.3. 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 if he resigns before the end of the term of the Agreement.

5.3.2. The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Such termination shall be effective ten (10) days after written notice is given to the University unless otherwise agreed to by the parties. Such termination must occur at a time outside the Team's Regular Season (excluding bowl game) so as to minimize the impact on the Program.

5.3.3. If the Coach terminates this Agreement for convenience, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for convenience prior to January 10, 2023, to commence, or enter into an agreement to commence, "Similar or Related Employment" (as defined in this section 5.3.3), then he (or his designee) shall pay to the University, as liquidated damages and not as a penalty, the following

sum: if the termination occurs between October 29, 2018 and January 10, 2019, the sum of five-hundred-thousand dollars (\$500,000); if the termination occurs between January 11, 2019 and January 10, 2020, the sum of three hundred-fifty-thousand dollars (\$350,000); if the termination occurs between January 11, 2020 and January 10, 2021, the sum of two-hundred-fifty-thousand dollars (\$250,000); if the termination occurs between January 11, 2021 and January 10, 2022, the sum of one-hundred-fifty-thousand dollars (\$150,000); and if the termination occurs between January 11, 2022 and January 10, 2023, the sum of one-hundred-thousand dollars (\$100,000). 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. For purposes of this Section 5.3.3, “Similar or Related Employment” means employment in football, coaching, or any capacity in sports (whether by title of the position or by performing the duties regularly associated with such position), including, but not limited to, employment (a) as a coach in any division of NCAA or NAIA athletics, (b) with a National Football League (NFL) team, or (c) in sports related media. If Coach terminates for convenience and does not immediately commence Similar or Related Employment, and therefore does not pay the liquidated damages, but then at a future date within twelve (12) months of termination for convenience commences, or enters into an agreement to commence in the future, employment as a collegiate head football coach, or professional (NFL) head football coach, or as an assistant coach at a university that is a member of the Conference, then liquidated damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts, or agrees to accept, such employment as a collegiate or professional head coach or assistant coach at a member institution of the Conference. By way of example only and for the avoidance of doubt, if Coach terminates for convenience on May 1, 2019, and accepts employment as a collegiate or professional head coach on January 5, 2020, Coach, or his designee, would owe the University three hundred fifty thousand dollars (\$350,000). However, if Coach terminates for convenience on May 1, 2019, and accepts employment as a collegiate or professional football head coach on June 1, 2020, neither Coach nor his designee would owe the University any liquidated damages.

5.3.4. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the negotiation of this Agreement 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, that the University will lose the benefit of its investment in the Coach, and that the University may face potentially increased compensation costs if Coach terminates this Agreement for convenience, all of which amounts 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 any and all 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.

5.3.5. Except as provide 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 with the exception of any amounts earned by the date of termination but not yet paid due to normal payroll procedures.

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 hereunder.

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 or suspension, Coach shall comply with all reasonable requests relating to 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 provide for in the State Board of Education Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies.

5.8. Annual Leave Upon Termination. In the event of non-renewal or termination of Coach's employment under any provision of this section 5, Coach will use or forfeit all accumulated annual leave prior to the final date of employment and terminate Coach's employment with no annual leave balance.

ARTICLE 6

6.1. Board Approval. This Agreement shall not be effective until and unless approved by 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 or policies regarding furloughs or financial exigency.

6.2. University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, vehicles, 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. However, Coach shall be entitled to retain copies of any practice scripts, playbooks, statistics, or recruiting records (to the extent allowed under applicable privacy and confidentiality laws) utilized during his employment by the University. Further, Coach shall be entitled to retain any other personal property developed by Coach prior to his employment by the University or developed on his own time and not for use in his position as the Program's head football coach.

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 courts of the state of Idaho.

6.7. 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.

6.8. 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 so long as such production by the University is consistent with applicable law, NCAA, University or Conference policy.

6.9. 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
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: President
1910 University Drive
Boise, Idaho 83725-1000

the Coach: Bryan Harsin
Last known address on file with
University's Human Resource Services

with a copy to: Russ Campbell and Patrick Strong
Balch Sports
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203

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

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

6.11. 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.

6.12. Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case (such consent not to be unreasonably withheld), 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.

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

6.14. Entire Agreement; Amendments. This Agreement constitutes the entire agreement 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 Board of Trustees.

6.15. Opportunity to Consult with Attorney. Both parties acknowledge that they have 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.

ARTICLE 7

7.1. Definitions. The following terms as used in the Agreement will be defined as indicated:

- a) "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.
- b) "Athletic Director" or "Director" means the Boise State University Director of Athletics.
- c) "BAA" means the Bronco Athletic Association.
- d) "CFP" mean the College Football Playoff (as the successor to the Bowl Championship Series organization) and its affiliated or contracted Host Bowls, semi-final Playoff Bowls and Championship Bowl games.
- e) "Coaching" means to direct, supervise, mentor and lead the athletes participating on the Team and/or in the Program.
- f) "Conference" means the athletic conference in which the University is a member for purposes of inter-collegiate Football competition as of the date of the applicable event. At the time of the execution of this Agreement, the Conference is the Mountain West Conference. Change of Conference affiliation is at the sole discretion of the President.
- g) "Department" means the Boise State University Department of Intercollegiate Athletics.
- h) "NCAA" means the National Collegiate Athletic Association.
- i) "Position" means the position of head football coach.
- j) "President" means the Boise State University President.

- k) “Productions” means any and all television, radio, podcast, website, webcast, digital, electronic and/or internet (or other similar or newly developed media format) productions or programs concerning or affiliated in any way with the University, the Team, the Program or the Department.
- l) “Program” means the Football program, including the Team and the staff, equipment and operations assigned to, or affiliated with, the Team as decided at the sole, reasonable discretion of the Director. Non-capitalized use of the term “program” in reference to fringe benefit programs, media programs or to athletic programs generally are defined by the ordinary use in context.
- m) “Season” means the NCAA regulated football season commencing on the first day of fall practice and ending immediately after the last game of the football regular season or, if applicable to the Team being selected to play in a post-season bowl (“bowl eligible”), after the post-season bowl game involving the University Team.
- n) “Team” means the Boise State University Broncos intercollegiate football team.

In witness whereof the parties have hereunto set their hands on the date below noted:

UNIVERSITY

COACH

Martin E Schimpf, Interim President Date

Bryan Harsin

Date

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

~~(MODEL ATHLETICS MULTI-YEAR CONTRACT)~~

EMPLOYMENT AGREEMENT
2018-2023

This Employment Agreement (~~("Agreement")~~) is entered into by and between ~~(Boise State University (College))~~, (~~"University"~~) and ~~(Bryan Harsin ("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 of its intercollegiate ~~(Sport)~~ football team (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.~~ 1.2. Reporting Relationship. Coach shall report and be responsible directly to the ~~University (College)'s~~ University's Director ~~or the Director's designee of Athletics (Director)~~. Coach shall abide by the reasonable instructions of Director or the ~~Director's~~ 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 (College)'s Chief executive officer (Chief executive officer)~~ University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and Program and shall perform such other duties in the ~~University (College)'s~~ University's athletic ~~program~~ Department (Department) as the Director may reasonably assign and as may be described elsewhere in this Agreement. ~~The University (College) shall have the right, at any time, to reassign Coach to shall, to the best of his ability and consistent with University policies, perform all duties at the University (College) other than as and responsibilities customarily associated with an NCAA Football Bowl Subdivision head football coach of.~~

1.3.1 Coach is expected to devote full-time to Coaching and recruitment involving the Team, provided that Coach's compensation and benefits shall not be affected by as the head Coach. If Coach is reasonably required to perform any such reassignment, except additional duties that are not defined in the opportunity to earn supplemental compensation Agreement, Coach will be notified of his responsibility to perform these duties within a reasonable time frame.

~~1.3.~~ 1.3.2. Coach will attend staff meetings, public relation functions, dinners, awards banquets and make appearances as provided in sections 3.2.1 through (Depending on supplemental pay provisions used) reasonably directed by the Director unless excused by the Director. The Director shall not unreasonably withhold approval for non-attendance. Such functions shall ~~ease~~ include, but are not limited, to the following:

- a) Television, radio and other public appearances as in the Agreement
- b) The annual BAA Bar-b-que
- c) The BAA/Alumni Auction Dinner
- d) Athletic Department staff meetings called by the Director
- e) Athletic Department Graduation Reception
- f) Bronco Golf Series Tournaments
- g) Other similar Department activities and events

1.3.3. Coach agrees to supervise any staff serving under Coach and to insure, to the best of his ability, that all staff persons follow all applicable University policies, NCAA, and Conference rules and regulations at all times. Director will keep Coach informed, in writing, of which persons serve under Coach.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~_____~~ (~~—~~four (4) years and three (3) months, commencing on ~~_____~~ October 29, 2018, and terminating, without further notice to Coach, on ~~_____~~ January 10, 2023, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. ~~This~~ Other than as set forth in Section 2.3, 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 ~~the~~ University's Board of ~~Education~~ Trustees. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this ~~agreement~~ Agreement count in any way toward tenure at the University ~~(College)~~.

2.3. Extensions to Initial Term. The term of this Agreement shall be extended by one (1) additional year for each season in which the football team has at least eight (8) victories in a Season (including bowl games). Meaning, one (1) additional year is added for each eight (8) win season on contract terms no less favorable to Coach than the contract terms then applicable to the final year of this Agreement prior to the extension, provided, however, the base salary for the additional year will reflect a raise of \$100,000 over the base salary then applicable to the final year of this Agreement prior to the extension.

2.3.1. By way of example, and for the avoidance of doubt, section 2.3 is to be interpreted so that the term of this Agreement will function as a rolling five year term as long as the football team wins eight (8) games in a Season. If any Season results in less than eight (8) victories, then the term shall not extend for an additional year, rendering this Agreement as a potential rolling four (4) year term if a Season with eight (8) victories follows such year or a potential rolling three (3) year term if a subsequent Season is fewer than eight (8) victories. Subsequent seasons of eight (8) victories or more, or

fewer than eight (8) victories, will have the same effects as described in this section until this Agreement is terminated as otherwise provided herein.

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) An annual ~~A~~ base salary of \$ _____ per year, as follows:
 - January 11, 2018 to January 10, 2019 - \$1,450,000;
 - January 11, 2019 to January 10, 2020 - \$1,550,000;
 - January 11, 2020 to January 10, 2021 - \$1,650,000;
 - January 11, 2021 to January 10, 2022 - \$1,750,000;
 - January 11, 2022 to January 10, 2023 - \$1,850,000.

all generally payable in biweekly installments in accordance with normal University (College) procedures; and ~~such salary increases as may~~ all of which is to be determined appropriate by the Director and Chief executive officer and approved by the University (College)’s Board of (Regents or Trustees) paid from non-appropriated funds;

- b) The opportunity to receive such employee benefits calculated on the base salary (within the limits of such plans and benefits) as the University (College) provides generally to non-faculty ~~exempt, non-classified, professional staff~~ employees; and
- c) The opportunity to receive such employee benefits as the University (College)’s Department of Athletics (Department) provides generally to its employees of a comparable level, including moving expenses. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.
- d) The opportunity to receive additional benefits as the Director deems necessary and appropriate including a vehicle, complimentary tickets, and club membership, as set forth in a separate letter.

3.2.3.2. Supplemental Compensation

~~3.2.1. 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 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 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.~~

~~3.2.2 _____ Each year the 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 ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) _____ of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~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.~~

~~3.2.4 _____ Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) _____ based on the overall development of the intercollegiate (men's/women's) (Sport) _____ program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the 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 discretion of the Chief executive officer in consultation with the Director.~~

~~3.2.1. Additional Pay based upon performance relating to regular Season and post-Season competition shall be based on the following:~~

- ~~a) _____ \$25,000 if the Team wins six (6) games against Conference opponents~~
- ~~b) _____ \$25,000 if the Team wins seven (7) games against Conference opponents~~
- ~~c) _____ \$50,000 if the Team wins eight (8) games against Conference opponents~~
- ~~d) _____ \$10,000 if the Team wins against Brigham Young University (BYU) at home or at a neutral field, in a non-Conference, regular season game, or~~

e) \$15,000 if the Team wins against BYU at BYU in a non-Conference, regular season game.

For the sake of clarity and the avoidance of doubt, this provision shall not apply to bowl games against BYU.

f) \$25,000 if the Team wins against a Power 5 conference opponent (defined as a member in the Pac-12 conference, the Southeastern conference (SEC), the Big Ten conference, the Big 12 conference, or the Atlantic Coast conference (ACC) in a non-Conference, regular season game.

For the sake of clarity and the avoidance of doubt, this provision shall not apply to bowl games against Power 5 conference opponents.

g) \$50,000 if the Team is the Mountain Division Champion

h) \$100,000 if the Team is the Mountain West Conference Champion

i) \$35,000 if the Team participates in a non-Host/CFP Bowl game

j) \$15,000 if the Team wins a non-Host/CFP Bowl game

k) \$100,000 if the Team participates in a Host Bowl as part of the College Football Playoff (CFP)

l) \$150,000 if the Team participates in one of the two semi-final Playoff Bowl games in the CFP

m) \$200,000 if the Team participates in the CFP Championship Bowl game

n) \$300,000 if the Team wins the CFP Championship Bowl game

o) \$25,000 if Coach earns MWC Coach of the Year

p) \$50,000 if Coach earns National Coach of the Year

Coach shall be eligible for supplemental compensation from each of the provisions listed above, except that in the event the Team shall participate in a Host/CFP Bowl, then the supplemental compensation relating to

~~3.2.5 The Coach shall receive the sum of (amount or computation) from the 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 a non-Host/CFP Bowl game, i) and j) above, shall be inapplicable, since the Host Bowl incentives will be applicable. Any additional pay for performance earned pursuant to this section shall be paid on February 1st following the football Season in which earned, as long as Coach remains continuously employed as head Coach to that date.~~

~~3.2. media programs and public appearances (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~~
2. Academic Incentive Pay may be earned as follows:

- a) \$25,000 if the annual football Team APR rating (for the previous fall and spring semesters) equals between 955 and 974; and
- b) \$20,000 if the annual football Team APR rating (for the previous fall and spring semesters) equals between 975 and 984; and
- c) \$15,000 if the annual football Team APR rating (for the previous fall and spring semesters) equals between 985 and 989; and
- d) \$10,000 if the annual football Team APR rating (for the previous fall and spring semesters) equals 990 or higher.

These amounts are cumulative. By way of example, and for the avoidance of doubt, if the Team APR equals 990 or higher, Coach will earn \$70,000 in Academic Incentive Pay. Any pay earned pursuant to this section shall be paid (terms or conditions of payment) _____ as soon as reasonably practical following APR rating determination and verification by the NCAA, as long as Coach remains continuously employed as head Coach to that date. The parties anticipate that pay earned pursuant to this section shall be paid on or before December 1 of the applicable year.

3.2.3. Notwithstanding the effective date of this Agreement coming nine months into the first of the five year term, the supplemental consideration set forth in Section 3.2 is intended by the parties to apply to the January 11, 2018 to January 10, 2019 term and the athletic contests, achievements, and academic performance during that term.

3.3. Media Programs, Public Appearances and Endorsements.

3.3.1. Coach shall appear on or participate in, as requested by the Director, and make all reasonable efforts to make successful University sanctioned television, radio and internet Productions concerning the University and the Program. Agreements requiring the Coach to participate in ~~Programs~~ Productions and public appearances 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~~ Productions and all parties desiring public appearances by ~~the~~ Coach. Coach agrees to cooperate with the ~~University (College)~~ University's reasonable requests in order for the ~~Programs~~ Productions to be successful and agrees to provide his services to and perform on the ~~Programs~~ Productions and to cooperate ~~in~~ with the University's reasonable requests related to their ~~production~~ performance, broadcasting, and telecasting.

3.3.2. It is understood that neither Coach nor any assistant coaches shall appear, without the prior written approval of the Director (such approval not to be unreasonably withheld), on any competing ~~radio or television program~~ Production (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 and appearances which are non-recurring and for which no compensation is received.

3.3.3. Coach or any assistant coaches shall have no right, title or interest of any kind or nature whatsoever in or to any materials, works or results related to the Productions, or in any component part thereof and the University shall own all rights to the Productions and shall be

entitled, at its option, to produce and market the Productions or negotiate with third parties for the production and marketing of the Productions. The University shall be entitled to retain all revenue generated by the Productions. Upon prior written approval of the Director (such written approval not to be unreasonably withheld), Coach may use the materials, works or results related to the Productions so long as such use does not violate University or NCAA policy and does not result in Coach receiving compensation for such use.

3.3.4. Without the prior written approval of the Director, (such written approval not to be unreasonably withheld), Coach shall not appear in any form of Production for commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets endorsement or compensation.

~~3.2.6 (SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))4.~~
Intellectual Property Rights.

3.4.1. Coach may not use the marks or intellectual property of the University, including without limitation its logos, slogans, trademarks, service marks, copyrights, trade dress, color scheme, or other indicia, without a specific, written licensing agreement relating to the same. Coach agrees that the University (College) all logos, slogans, trademarks, service marks, copyrights, trade dress, color scheme, or other indicia, including all copyright and other intellectual property rights therein, which relate to the University, including any of its athletic programs, or which would compete with the University's registered marks, that are developed or created by Coach or by others at Coach's direction, shall be owned solely by the University. Coach may, upon written approval of Director (such written approval not to be unreasonably withheld) develop or create such intellectual property rights that are not related to the University and that would not compete with the University's registered marks.

3.4.2. Coach hereby grants University a perpetual, worldwide, royalty-free, non-exclusive, limited license to use Coach's name, image, nickname, signature, voice, likeness, "celebrity rights" and photograph for historical and archival purposes in records and publications related to Coach's performance of his duties as the University's head football coach. Further, Coach hereby grants University a perpetual, worldwide, royalty-free, non-exclusive, limited license to use his name, image, nickname, signature, voice and photograph for the limited purpose of selling or distributing commemorative items which depict him during his tenure as the head coach of the Team in a historically accurate and positive light, so long as his name, image, nickname, signature, voice and photograph, as the case may be, (i) is displayed on the item together with former Team members and/or coaches, or (ii) is not shown predominantly on the item. Coach consents to the University's appropriation of his privacy rights in connection with the grant of the limited license in this section.

3.4.3. During the term of this Agreement, including an extension or renewal pursuant to Section 2.2 or 2.3, the use of Coach's name, image, nickname, signature, voice, likeness, "celebrity rights" and photograph for any other purposes than those outlined in Section 3.4.2 of this Agreement shall be governed by a separate agreement.

3.5. Summer Camp—Operated By University. Coach agrees that the University has the exclusive priority right to operate youth (Sport)—football 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 (College)'s University's camps in Coach's Coach's capacity as a University (College)-employee. Coach hereby agrees to assist in with reasonable requests related to the marketing, supervision, and general administration of the University (College)'s University'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 University (College)'s University'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)-football coach at the University (College). This amount shall be paid (terms of payment).

~~(SUMMER CAMP—OPERATED BY COACH)~~ 3.6. Apparel and/or Equipment. 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;~~
- c) ~~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 (Company Name) any University selected vendors, Coach shall submit all outside consulting agreements to the University (College) for review and approval prior to execution. Coach shall also report such outside income interests to the University (College) in accordance with NCAA (or NAIA) rules Section 4.3 of this Agreement. 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.

3.37. General Conditions of Compensation. All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by applicable 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, (a) and paid directly from the University to Coach, and within any applicable compensation limits established by such plans and 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~~ Coaching of Team members which enable them to compete ~~successfully~~ and reasonably protect their health, safety, and well-being;

4.1.3. Observe and work reasonably to 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 (College)'s University's governing board, the ~~conference~~ Conference, and the NCAA ~~(or NAIA)~~; supervise and take appropriate reasonable 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 ~~Department's Director of Compliance~~ Department's director of compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University (College)'s University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit CA. 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) University (College)'s University's Policy Handbook; (c) University (College)'s University's Administrative Procedures Manual; (d) the policies of the

Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport) conference of which the University (College) is a member~~Conference.

4.24.2. 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 reasonable opinion of the University ~~(College),~~ would reflect adversely upon the University ~~(College), 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, ~~(such approval not to be unreasonably withheld),~~ who may consult with the ~~Chief executive officer~~President, enter into separate arrangements for outside activities and endorsements which are consistent with ~~Coach's~~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 ~~the University (College)'s~~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 ~~Chief executive officer~~President ~~(such approval not to be unreasonably withheld).~~

4.3 — NCAA (or NAIA) Rules. ~~In accordance with NCAA (or NAIA) rules,~~
Outside Income. Coach shall obtain prior written approval from the ~~University (College)'s Chief executive officer~~University's President ~~(such approval not to be unreasonably withheld)~~ 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 ~~to in accordance with the University (College)'s Chief executive officer whenever reasonably requested, but in no event less than annually before~~Department's Outside Income Reporting Form. Notwithstanding the ~~el~~limitations in Sections 4.2 and 4.3, Coach's obligation under Section 4.2 and this Section 4.3 shall not extend to and shall specifically exclude buying, selling, owning, holding, investing in and otherwise receiving and deriving income from debt and/or equity investments that consist of business on June 30th or are in the nature of each year non-controlling interests in publicly traded securities or the last regular University (College) work day preceding June 30th non-controlling interests in private equity funds and similar investments entities or vehicles that are managed, directed or controlled by brokerage firms, registered investment advisors, private equity firms, hedge funds and similar advisors and managers whereby Coach has no more than a direct or indirect non-controlling minority stake with limited rights, authority or ability to control or influence business decisions and management. 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 ~~(College),~~ the ~~University (College)'s~~University's governing board, the ~~conference~~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 Program,

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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 ~~Chief executive officer~~ President and the ~~University (College)'s~~ University's Board of ~~(Trustees or Regents)~~. Coach shall be provided an annual budget of at least \$2,200,000 per year for the employment of the ten (10) on-field assistant coaches.

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 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, franchise~~ requiring performance of duties set forth herein prior to the expiration of this Agreement, without ~~the giving~~ approval of notice to the Director. ~~Such approval~~ Coach shall not unreasonably be withheld. deliver such notice in writing, or by electronic mail, and shall give such notice as soon as reasonably practical but no less than 48 hours prior to such activity.

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 in the event he engages in conduct which amounts to good or adequate cause to terminate Coach; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in ~~applicable rules~~ this Agreement, Boise State University policies, and ~~regulations~~ Idaho State Board of Education policies.

5.1.1. In addition to the definitions contained in applicable ~~rules and regulations~~ 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 or repetitive violation of Coach's duties under this ~~agreement~~ Agreement or the intentional 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~~ Agreement within 30 days after receiving written notice from the University ~~(College)~~;
- c) A deliberate or major or repetitive violation by Coach of any applicable law (other than minor traffic offenses) or the policies, rules or regulations of the University ~~(College)~~, the University (College)'s University's governing board, the ~~conference~~ 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 NAIA member institution;

- d) Ten (10) working ~~days'~~days' absence of Coach from duty without the ~~University (College)'s~~University's consent; (such consent not to be unreasonably withheld);
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)'s~~University's reasonable judgment, reflect adversely on the ~~University (College), the Department~~ or its athletic programs;
- ~~f) The failure of Coach to represent the University (College) and its athletic programs positively in public and private forums;~~
- ~~gf) 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 (College)'s~~University's governing board, the ~~conference~~Conference, or the NCAA ~~(NAIA);~~;
- ~~hg) 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 (College)'s~~University's governing board, the ~~conference~~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) A~~h) A deliberate or major or repetitive violation of any applicable law or the policies, rules or regulations of the ~~University (College), the University (College)'s~~University's governing board, the ~~conference~~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 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- within at least 14 days after the receipt of the University's written notice. 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 (College)'s~~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 ~~(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. Termination of Coach for Convenience of University ~~(College)~~.

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. In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay or continue to pay Coach, as applicable, as liquidated damages and not a penalty, the salary applicable regular compensation as set forth in section 3.1.1(a), plus an additional amount at the annual rate of \$200,000, excluding all deductions required by law, payable on the regular paydays of the University ~~(College)~~ until the expiration of 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 of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid to the Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the applicable gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the 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 of 3.1.1(b) 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, outside of section 3.1.1 (a) and (b), 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 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~~ Coach by University after the date ~~he~~ Coach obtains other employment, to which ~~he~~ Coach is not entitled under this provision. Coach acknowledges that the University will withhold taxes and other payroll deductions from the payments due Coach pursuant to this Section 5.2.2, in such amounts and at such times as required by applicable law.

5.2.3. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the ~~contract~~ negotiations of this Agreement 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.

5.3. Termination by Coach for Convenience.

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~~ if he to resign or otherwise terminate his employment with the University (College) resigns before the end of the ~~contract~~ term of the Agreement.

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. Such termination shall be effective ten (10) days after written notice is given to the University (College) unless otherwise agreed to by the parties. Such termination must occur at a time outside the Team's Regular Season (excluding bowl game) 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 ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for ~~his~~ convenience prior to January 10, 2023, to commence, or enter into an agreement to commence, "Similar or Related Employment" (as defined in this section 5.3.3), then he (or his designee) shall pay to the University (College), as liquidated damages and not as a penalty, the following sum: _____; if the termination occurs between October 29, 2018 and January 10, 2019, the sum of five-hundred-thousand dollars (\$500,000); if the termination occurs between January 11, 2019 and January 10, 2020, the sum of three hundred-fifty-thousand dollars (\$350,000); if the termination occurs between January 11, 2020 and January 10, 2021, the sum of two-hundred-fifty-thousand dollars (\$250,000); if the termination occurs between January 11, 2021 and January 10, 2022, the sum of one-hundred-fifty-thousand dollars (\$150,000); and if the termination occurs between January 11, 2022 and January 10, 2023, the sum of one-hundred-thousand dollars (\$100,000). 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. For purposes of this Section 5.3.3, "Similar or Related Employment" means employment in football, coaching, or any capacity in sports (whether by title of the position or by performing the duties regularly associated with such position), including, but not limited to, employment (a) as a coach in any division of NCAA or NAIA athletics, (b) with a National Football League (NFL) team, or (c) in

sports related media. If Coach terminates for convenience and does not immediately commence Similar or Related Employment, and therefore does not pay the liquidated damages, but then at a future date within twelve (12) months of termination for convenience commences, or enters into an agreement to commence in the future, employment as a collegiate head football coach, or professional (NFL) head football coach, or as an assistant coach at a university that is a member of the Conference, then liquidated damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts, or agrees to accept, such employment as a collegiate or professional head coach or assistant coach at a member institution of the Conference. By way of example only and for the avoidance of doubt, if Coach terminates for convenience on May 1, 2019, and accepts employment as a collegiate or professional head coach on January 5, 2020, Coach, or his designee, would owe the University three hundred fifty thousand dollars (\$350,000). However, if Coach terminates for convenience on May 1, 2019, and accepts employment as a collegiate or professional football head coach on June 1, 2020, neither Coach nor his designee would owe the University any liquidated damages.

5.3.4. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the ~~contract negotiations~~negotiation of this Agreement 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 that the University will lose the benefit of its investment in the Coach, and that the University may face~~ potentially increased compensation costs if Coach terminates this Agreement for convenience, all of which damages amounts 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 any and all~~ 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 terminates this Agreement because of a material breach by the University (College).~~

5.3.5. Except as ~~provided~~provide 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 with the exception of any amounts earned by the date of termination but not yet paid due to normal payroll procedures.

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

5.4.2. If this Agreement is terminated because of ~~Coach's~~Coach's death, ~~Coach's~~Coach's salary and all other benefits shall terminate as of the last day worked, except that the ~~Coach's~~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~~ Coach's estate or beneficiaries ~~thereunder~~ hereunder.

5.4.3. If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University (College)'s University's disability insurance carrier, or becomes unable to perform the essential functions of the ~~position~~ 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, ~~or~~ suspension, ~~or reassignment~~, Coach ~~agrees that Coach will not interfere~~ shall comply with all reasonable requests relating to the University (College)'s student athletes or otherwise obstruct the University (College)'s University'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 provide for in the State Board of Education Rule Manual (IDAPA 08) and Governing Policies and Procedures, IDAPA 08.01.01 et seq., Manual, and the University ~~(College)~~ Faculty-Staff Handbook Policies.

5.8. Annual Leave Upon Termination. In the event of non-renewal or termination of Coach's employment under any provision of this section 5, Coach will use or forfeit all accumulated annual leave prior to the final date of employment and terminate Coach's employment with no annual leave balance.

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~~ by the University (College)'s University'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~~ Agreement shall be subject to the approval of the University (College)'s University's Board of ~~(Regents or Trustees)~~, the ~~Chief executive officer~~ 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 ~~(Regents~~

~~or Trustees)~~ and ~~University (College)'s~~University's rules or policies regarding furloughs or 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, vehicles, personnel records, recruiting records, ~~team~~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 (College)'s~~University's direction or for the ~~University (College)'s~~University'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~~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. However, Coach shall be entitled to retain copies of any practice scripts, playbooks, statistics, or recruiting records (to the extent allowed under applicable privacy and confidentiality laws) utilized during his employment by the University. Further, Coach shall be entitled to retain any other personal property developed by Coach prior to his employment by the University or developed on his own time and not for use in his position as the Program's head football coach.

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 courts of the state 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~~6.7. 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~~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—8. 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 (College)'s sole discretion University's sole discretion so long as such production by the University is consistent with applicable law, NCAA, University or Conference policy.

6.109. 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
_____ 1910 University Drive
_____ Boise, Idaho 83725-1020

with a copy to: ~~Chief executive officer~~ _____ President
_____ 1910 University Drive
_____ Boise, Idaho 83725-1000

the Coach: _____ Bryan Harsin
Last known address on file with
~~University (College)'s~~ University's Human Resource Services

with a copy to: _____ Russ Campbell and Patrick Strong
_____ Balch Sports
_____ 1901 Sixth Avenue North, Suite 1500
_____ Birmingham, Alabama 35203

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 is signed for, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

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

6.121. 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.

6.132. Non-Use of Names and Trademarks. The Coach shall not, without the University (College)'s University's prior written consent in each case, ~~(such consent not to be~~

unreasonably withheld), 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.

6.1413. No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.1514. Entire Agreement; Amendments. This Agreement constitutes the entire agreement 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 (College)'s University's Board of (Regents or Trustees), if required under Section II.H. of Board Policy.

6.1615. Opportunity to Consult with Attorney. ~~The Coach acknowledges~~ Both parties acknowledge that ~~he has they have~~ 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.

ARTICLE 7

7.1. Definitions. The following terms as used in the Agreement will be defined as indicated:

- a) “APR” means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.
- b) “Athletic Director” or “Director” means the Boise State University Director of Athletics.
- c) “BAA” means the Bronco Athletic Association.
- d) “CFP” mean the College Football Playoff (as the successor to the Bowl Championship Series organization) and its affiliated or contracted Host Bowls, semi-final Playoff Bowls and Championship Bowl games.
- e) “Coaching” means to direct, supervise, mentor and lead the athletes participating on the Team and/or in the Program.
- f) “Conference” means the athletic conference in which the University is a member for purposes of inter-collegiate Football competition as of the date of the applicable event. At the time of the execution of this Agreement, the Conference is the Mountain West Conference. Change of Conference affiliation is at the sole discretion of the President.

- g) “Department” means the Boise State University Department of Intercollegiate Athletics.
- h) “NCAA” means the National Collegiate Athletic Association.
- i) “Position” means the position of head football coach.
- j) “President” means the Boise State University President.
- k) “Productions” means any and all television, radio, podcast, website, webcast, digital, electronic and/or internet (or other similar or newly developed media format) productions or programs concerning or affiliated in any way with the University, the Team, the Program or the Department.
- l) “Program” means the Football program, including the Team and the staff, equipment and operations assigned to, or affiliated with, the Team as decided at the sole, reasonable discretion of the Director. Non-capitalized use of the term “program” in reference to fringe benefit programs, media programs or to athletic programs generally are defined by the ordinary use in context.
- m) “Season” means the NCAA regulated football season commencing on the first day of fall practice and ending immediately after the last game of the football regular season or, if applicable to the Team being selected to play in a post-season bowl (“bowl eligible”), after the post-season bowl game involving the University Team.
- n) “Team” means the Boise State University Broncos intercollegiate football team.

In witness whereof the parties have hereunto set their hands on the date below noted:

UNIVERSITY ~~(COLLEGE)~~

COACH

Chief executive officer — Martin E Schimpf, Interim President Date _____ Bryan
Harsin Date

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

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

_____, 201__.

EMPLOYMENT AGREEMENT

2017-2022

2018-2023

This Employment Agreement (“Agreement”) is entered into by and between Boise State University (“University”) and Bryan Harsin (“Coach”).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team (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 (Director). Coach shall abide by the reasonable instructions of 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 (President).

1.3. Duties. Coach shall manage and supervise the Team and Program and shall perform such other duties in the University’s athletic Department (Department) as the Director may reasonably assign and as may be described elsewhere in this Agreement. Coach shall, to the best of his ability and consistent with University policies, perform all duties and responsibilities customarily associated with an NCAA Football Bowl Subdivision head football coach.

1.3.1 Coach is expected to devote full-time to Coaching and recruitment involving the Team as the head Coach. If Coach is reasonably required to perform any such additional duties that are not defined in the Agreement, Coach will be notified of his responsibility to perform these duties within a reasonable time frame.

1.3.2. Coach will attend staff meetings, public relation functions, dinners, awards banquets and make appearances as reasonably directed by the Director unless excused by the Director. The Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited, to the following:

- a) Television, radio and other public appearances as in the Agreement
- b) The annual BAA Bar-b-que
- c) The BAA/Alumni Auction Dinner
- d) Athletic Department staff meetings called by the Director
- e) Athletic Department Graduation Reception
- f) Bronco Golf Series Tournaments
- g) Other similar Department activities and events

1.3.3. Coach agrees to supervise any staff serving under Coach and to insure, to the best of his ability, that all staff persons follow all applicable University policies, NCAA, and

Conference rules and regulations at all times. Director will keep Coach informed, in writing, of which persons serve under Coach.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years and ~~nine (9)~~ three (3) months, commencing on ~~April 23, 2017~~ October 29, 2018, and terminating, without further notice to Coach, on January 10, ~~2022~~ 2023, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. ~~This~~ Other than as set forth in Section 2.3, 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. Extensions to Initial Term. The term of this Agreement shall be extended by one (1) additional year for each season in which the football team has at least eight (8) victories in a Season (including bowl games). Meaning, one (1) additional year is added for each eight (8) win season on contract terms no less favorable to Coach than the contract terms then applicable to the final year of this Agreement prior to the extension, provided, however, the base salary for the additional year will reflect a raise of \$100,000 over the base salary then applicable to the final year of this Agreement prior to the extension.

2.3.1. By way of example, and for the avoidance of doubt, section 2.3 is to be interpreted so that the term of this Agreement will function as a rolling five year term as long as the football team wins eight (8) games in a Season. If any Season results in less than eight (8) victories, then the term shall not extend for an additional year, rendering this Agreement as a potential rolling four (4) year term if a Season with eight (8) victories follows such year or a potential rolling three (3) year term if a subsequent Season is fewer than eight (8) victories. Subsequent seasons of eight (8) victories or more, or fewer than eight (8) victories, will have the same effects as described in this section until this Agreement is terminated as otherwise provided herein.

ARTICLE 3

3.1. Regular Compensation.

3.1.1. In consideration of Coach's services, the University shall provide to Coach:

- a) A base salary as follows:
 - ~~January 11, 2017 to January 10, 2018 - \$1,350,000;~~
 - January 11, 2018 to January 10, 2019 - \$1,450,000;
 - January 11, 2019 to January 10, 2020 - \$1,550,000;

January 11, 2020 to January 10, 2021 - \$1,650,000;
January 11, 2021 to January 10, 2022 - \$1,750,000-;
January 11, 2022 to January 10, 2023 - \$1,850,000.

all generally payable in biweekly installments in accordance with normal University procedures and all of which is to be paid from non-appropriated funds;

- b) The opportunity to receive such employee benefits calculated on the base salary (within the limits of such plans and benefits) as the University provides generally to non-faculty, non-classified, professional staff employees; and
- c) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level, including moving expenses. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.
- d) The opportunity to receive additional benefits as the Director deems necessary and appropriate including a vehicle, complimentary tickets, and club membership, as set forth in a separate letter.

3.2. Supplemental Compensation

3.2.1. Additional Pay based upon performance relating to regular Season and post-Season competition shall be based on the following:

Category 1

- a) \$25,000 if the Team wins six (6) games against Conference opponents
 - b) \$25,000 if the Team wins seven (7) games against Conference opponents
 - c) \$50,000 if the Team wins eight (8) games against Conference opponents
 - d) \$10,000 if the Team wins against Brigham Young University (BYU) at home or at a neutral field, in a non-Conference, regular season game, or
 - e) \$15,000 if the Team wins against BYU at BYU in a non-Conference, regular season game.
- For the sake of clarity and the avoidance of doubt, this provision shall not apply to bowl games against BYU.
- f) \$25,000 if the Team wins against a Power 5 conference opponent (defined as a member in the Pac-12 conference, the Southeastern conference (SEC), the Big Ten conference, the Big 12 conference, or the Atlantic Coast conference (ACC) in a non-Conference, regular season game.

For the sake of clarity and the avoidance of doubt, this provision shall not apply to bowl games against Power 5 conference opponents.

~~a)g)~~ \$50,000 if the Team is the Mountain Division Champion

Category 2

h) \$100,000 if the Team is the Mountain West Conference Champion

~~b)i)~~ \$35,000 if the Team participates in a ~~bowl~~ non-Host/CFP Bowl game; ~~or~~

~~e)j)~~ \$7515,000 if the ~~team is the Conference Champion; or~~ Team wins a non-Host/CFP Bowl game

~~d)k)~~ \$100,000 if the Team participates in a Host Bowl as part of the ~~CFP;~~ ~~or~~ College Football Playoff (CFP)

~~e)l)~~ \$125150,000 if the Team participates in one of the two semi-final Playoff Bowl games in the CFP.

Category 3

~~f)m)~~ \$150\$200,000 if the Team participates in the CFP Championship Bowl game; ~~or~~

~~g)n)~~ \$250300,000 if the Team wins the CFP Championship Bowl game.

o) \$25,000 if Coach earns MWC Coach of the Year

p) \$50,000 if Coach earns National Coach of the Year

Coach shall be eligible for supplemental compensation from each Category of the provisions listed above. ~~Coach, except that in the event the Team shall only participate in a Host/CFP Bowl, then the supplemental compensation relating to participation in a non-Host/CFP Bowl game, i) and j) above, shall be eligible to earn one amount (the highest amount) from each Category, inapplicable, since the Host Bowl incentives will be applicable.~~ Any additional pay for performance earned pursuant to this section shall be paid on February 1st following the football Season in which earned, as long as Coach remains continuously employed as head Coach to that date.

3.2.2. Academic Incentive Pay may be earned as follows:

a) \$25,000 if the annual football Team APR rating (for the previous fall and spring semesters) equals between 955 and 974; and

~~a)~~ \$20,000 if the annual football Team APR rating (for the previous fall and spring semesters) equals 955 ~~or higher; and~~

- b) ~~\$10,000 if the annual football Team APR rating (for the previous fall and spring semesters) equals between 975 or higher and 984;~~
and
- c) ~~\$515,000~~ if the annual football Team APR rating (for the previous fall and spring semesters) equals between 985 or higher and 989; and
- d) ~~\$1510,000~~ if the annual football Team APR rating (for the previous fall and spring semesters) equals 990 or higher.

These amounts are cumulative. By way of example, and for the avoidance of doubt, if the Team APR equals 990 or higher, Coach will earn ~~\$5070,000~~ in Academic Incentive Pay. Any pay earned pursuant to this section shall be paid ~~on October 1st each year~~ as soon as reasonably practical following APR rating determination and verification by the NCAA, as long as Coach remains continuously employed as head Coach to that date. The parties anticipate that pay earned pursuant to this section shall be paid on or before December 1 of the applicable year.

~~3.3~~ 3.2.3. Notwithstanding the effective date of this Agreement coming nine months into the first of the five year term, the supplemental consideration set forth in Section 3.2 is intended by the parties to apply to the January 11, 2018 to January 10, 2019 term and the athletic contests, achievements, and academic performance during that term.

3.3. Media Programs, Public Appearances and Endorsements.

3.3.1. Coach shall appear on or participate in, as requested by the Director, and make all reasonable efforts to make successful University sanctioned television, radio and internet Productions concerning the University and the Program. Agreements requiring the Coach to participate in Productions and public appearances 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 Coach. Coach agrees to cooperate with the University's reasonable requests in order for the Productions to be successful and agrees to provide his services to and perform on the Productions and to cooperate with the University's reasonable requests related to their performance, broadcasting, and telecasting.

3.3.2. It is understood that neither Coach nor any assistant coaches shall appear, without the prior written approval of the Director (such approval not to be unreasonably withheld), on any competing Production (including but not limited to a coach's show, call-in show, or interview show) or news segment, except that this prohibition shall not apply to news media interviews and appearances which are non-recurring and for which no compensation is received.

3.3.3. Coach or any assistant coaches shall have no right, title or interest of any kind or nature whatsoever in or to any materials, works or results related to the Productions, or in any component part thereof and the University shall own all rights to the Productions and shall be entitled, at its option, to produce and market the Productions or negotiate with third parties for the production and marketing of the Productions. The University shall be entitled to retain all revenue generated by the Productions. Upon prior written approval of the Director (such written approval

not to be unreasonably withheld), Coach may use the materials, works or results related to the Productions so long as such use does not violate University or NCAA policy and does not result in Coach receiving compensation for such use.

3.3.4. Without the prior written approval of the Director (such written approval not to be unreasonably withheld), Coach shall not appear in any form of Production for commercial endorsement or compensation.

3.4. Intellectual Property Rights.

3.4.1. Coach may not use the marks or intellectual property of the University, including without limitation its logos, slogans, trademarks, service marks, copyrights, trade dress, color scheme, or other indicia, without a specific, written licensing agreement relating to the same. Coach agrees that all logos, slogans, trademarks, service marks, copyrights, trade dress, color scheme, or other indicia, including all copyright and other intellectual property rights therein, which relate to the University, including any of its athletic programs, or which would compete with the University's registered marks, that are developed or created by Coach or by others at Coach's direction, shall be owned solely by the University. Coach may, upon written approval of Director (such written approval not to be unreasonably withheld) develop or create such intellectual property rights that are not related to the University and that would not compete with the University's registered marks.

3.4.2. Coach hereby grants University a perpetual, worldwide, royalty-free, non-exclusive, limited license to use Coach's name, image, nickname, signature, voice, likeness, "celebrity rights" and photograph for historical and archival purposes in records and publications related to Coach's performance of his duties as the University's head football coach. Further, Coach hereby grants University a perpetual, worldwide, royalty-free, non-exclusive, limited license to use his name, image, nickname, signature, voice and photograph for the limited purpose of selling or distributing commemorative items which depict him during his tenure as the head coach of the Team in a historically accurate and positive light, so long as his name, image, nickname, signature, voice and photograph, as the case may be, (i) is displayed on the item together with former Team members and/or coaches, or (ii) is not shown predominantly on the item. Coach consents to the University's appropriation of his privacy rights in connection with the grant of the limited license in this section.

3.4.3. During the term of this Agreement, including an extension or renewal pursuant to Section 2.2 or 2.3, the use of Coach's name, image, nickname, signature, voice, likeness, "celebrity rights" and photograph for any other purposes than those outlined in Section 3.4.2 of this Agreement shall be governed by a separate agreement.

3.5. Summer Camp—Operated By University. Coach agrees that the University has the exclusive priority right to operate youth football 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 with reasonable requests related to the marketing, supervision, and general administration of the University'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 University's summer football camps, the University shall pay Coach supplemental compensation during each year of his employment as head football coach at the University.

3.6. Apparel and/or Equipment. 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 any University selected vendors, 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.

3.7. General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by applicable 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(a) and paid directly from the University to Coach, and within any applicable compensation limits established by such plans and 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 and reasonably protect their health, safety, and well-being;

4.1.3. Observe and work reasonably to 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, and the NCAA; supervise and take reasonable 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 Department's director of 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 cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit A. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) 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 reasonable 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 (such approval not to be unreasonably withheld), 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 (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. Notwithstanding the limitations in Sections 4.2 and 4.3, Coach's obligation under Section 4.2 and this Section 4.3 shall not extend to and shall specifically exclude buying, selling, owning, holding, investing in and otherwise receiving and deriving income from debt and/or equity investments that consist of or are in the nature of non-controlling interests in publicly traded securities or non-controlling interests in private equity funds and similar investments entities or vehicles that are managed, directed or controlled by brokerage firms, registered investment advisors, private equity firms, hedge funds and similar advisors and managers whereby Coach has no more than a direct or indirect non-controlling minority stake with limited rights, authority or ability to control or influence business decisions and management. 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.

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 Program, 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. Coach shall be provided an annual budget of at least \$2,200,000 per year for the employment of the ~~nine~~ ~~(9)~~ ten (10) on-field assistant coaches.

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 Team competitions, but the final decision shall be made by the Director or the Director's designee.

~~4.7~~ 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 franchise requiring performance of duties set forth herein prior to the expiration of this Agreement, without giving prior notice to the Director. Coach shall deliver such notice in writing, or by electronic mail, and shall give such notice as soon as reasonably practical but no less than 48 hours prior to such activity.

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 in the event he engages in conduct which amounts to good or adequate cause to terminate Coach; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in this Agreement, Boise State University policies, and Idaho State Board of Education policies.

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

- a) A deliberate or major or repetitive violation of Coach's duties under this Agreement or the intentional 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 30 days after receiving written notice from the University;
- c) A deliberate or major or repetitive violation by Coach of any applicable law (other than minor traffic offenses) or the policies, rules or regulations 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 NAIA member institution;

- d) Ten (10) working days' absence of Coach from duty without the University's consent (such consent not to be unreasonably withheld);
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's reasonable judgment, reflect adversely on the University, the Department or its athletic programs;
- f) 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;
- g) 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
- h) A deliberate or major or repetitive 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 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 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 within at least 14 days after the receipt of the University's written notice. 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 or continue to pay Coach, as applicable, as liquidated damages and not a penalty, the applicable regular compensation as set forth in section 3.1.1(a) plus an additional amount at the annual rate of \$200,000, excluding all deductions required by law, payable on the regular paydays of the University until the expiration of 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 of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid to the Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the applicable gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to the 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 of 3.1.1(b) as if he remained a University employee until the term of this Agreement ends or until Coach obtains 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 outside of section 3.1.1 (a) and (b), except as otherwise 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 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 Coach by University after the date Coach obtains other employment, to which Coach is not entitled under this provision. Coach acknowledges that the University will withhold taxes and other payroll deductions from the payments due Coach pursuant to this Section 5.2.2, in such amounts and at such times as required by applicable law.

5.2.3. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the negotiations of this Agreement 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.

5.3. 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 if he resigns before the end of the term of the Agreement.

5.3.2. The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Such termination shall be effective ten (10) days after written notice is given to the University unless otherwise agreed to by the parties. Such termination must occur at a time outside the Team's Regular Season (excluding bowl game) so as to minimize the impact on the Program.

5.3.3. If the Coach terminates this Agreement for convenience, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for convenience prior to January 10, ~~2022~~2023, to commence, or enter into an agreement to commence, "Similar or Related Employment" (as defined in this section 5.3.3), then he (or his designee) shall pay to the University, as liquidated damages and not as a penalty, the following sum: if the termination occurs between January 11, 2017 and October 29, 2018 and January 10, 2018 and 2019, the sum of five-hundred-thousand dollars (\$500,000); if the termination occurs between January 11, 2019 and January 10, 2020, the sum of three hundred-fifty-thousand dollars (\$350,000); if the termination occurs between January 11, 2020 and January 10, 2021, the sum of two-hundred-fifty-thousand dollars (\$250,000); if the termination occurs between January 11, 2021 and January 10, 2022, the sum of one-hundred-fifty-thousand dollars (\$150,000); and if the termination occurs between January 11, 2022 and January 10, 2023, the sum of one-hundred-thousand dollars (\$100,000). 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. For purposes of this Section 5.3.3, "Similar or Related Employment" means employment in football, coaching, or any capacity in sports (whether by title of the position or by performing the duties regularly associated with such position), including, but not limited to, employment (a) as a coach in any division of NCAA or NAIA athletics, (b) with a National Football League (NFL) team, or (c) in sports related media. If Coach terminates for convenience and does not immediately commence Similar or Related Employment, and therefore does not pay the liquidated damages, but then at a future date within twelve (12) months of termination for convenience commences, or enters into an agreement to commence in the future, employment as a collegiate head football coach, or professional (NFL) head football coach, or as an assistant coach at a university that is a member of the Conference, then liquidated damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts, or agrees to accept, such employment as a collegiate or professional head coach or assistant coach at a member institution of the Conference. By way of example only and for the avoidance of doubt, if Coach terminates for convenience on May 1, ~~2017~~2019, and accepts employment as a collegiate or professional head coach on January 5, ~~2018~~2020, Coach, or his designee, would owe the University ~~five~~three hundred ~~fifty~~ thousand dollars (~~\$500~~350,000). However, if Coach terminates for convenience on May 1, ~~2017~~2019, and accepts employment as a collegiate or professional football head coach on ~~March~~June 1, ~~2018~~2020, neither Coach nor his designee would owe the University any liquidated damages.

5.3.4. The parties have both been represented by, or had the opportunity to consult with, legal counsel in the negotiation of this Agreement 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, that the University will lose the benefit of its investment in the Coach, and that the University may face potentially increased compensation costs if Coach terminates this Agreement for convenience, all of which amounts 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 any and all 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.

5.3.5. Except as provide 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 with the exception of any amounts earned by the date of termination but not yet paid due to normal payroll procedures.

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 hereunder.

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 or suspension, Coach shall comply with all reasonable requests relating to the University's ability to transact business or operate its intercollegiate athletics program.

5.76. 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.

5.87. 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 provide for in the State Board of Education Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies.

5.98. Annual Leave Upon Termination. In the event of non-renewal or termination of Coach's employment under any provision of this section 5, Coach will use or forfeit all accumulated annual leave prior to the final date of employment and terminate Coach's employment with no annual leave balance.

ARTICLE 6

6.1. Board Approval. This Agreement shall not be effective until and unless approved by 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 or policies regarding furloughs or financial exigency.

6.2. University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, vehicles, 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. However, Coach shall be entitled to retain copies of any practice scripts, playbooks, statistics, or recruiting records (to the extent allowed under applicable privacy and confidentiality laws) utilized during his employment by the University. Further, Coach shall be entitled to retain any other personal property developed by Coach prior to his employment by the University or developed on his own time and not for use in his position as the Program's head football coach.

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 courts of the state of Idaho.

6.7. 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.

6.8. 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 so long as such production by the University is consistent with applicable law, NCAA, University or Conference policy.

6.9. 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
1910 University Drive
Boise, Idaho 83725-1020

with a copy to: President
1910 University Drive
Boise, Idaho 83725-1000

the Coach: Bryan Harsin
Last known address on file with
University's Human Resource Services

with a copy to: Russ Campbell and Patrick Strong
Balch Sports
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203

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

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

6.11. 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.

6.12. Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case (such consent not to be unreasonably withheld), 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.

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

6.14. Entire Agreement; Amendments. This Agreement constitutes the entire agreement 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 Board of Trustees.

6.15. Opportunity to Consult with Attorney. Both parties acknowledge that they have 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.

ARTICLE 7

7.1. Definitions. The following terms as used in the Agreement will be defined as indicated:

- a) "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.
- b) "Athletic Director" or "Director" means the Boise State University Director of Athletics.
- c) "BAA" means the Bronco Athletic Association.

- d) “CFP” mean the College Football Playoff (as the successor to the Bowl Championship Series organization) and its affiliated or contracted Host Bowls, semi-final Playoff Bowls and Championship Bowl games.
- e) “Coaching” means to direct, supervise, mentor and lead the athletes participating on the Team and/or in the Program.
- f) “Conference” means the athletic conference in which the University is a member for purposes of inter-collegiate Football competition as of the date of the applicable event. At the time of the execution of this Agreement, the Conference is the Mountain West Conference. Change of Conference affiliation is at the sole discretion of the [University](#) President.
- g) “Department” means the Boise State University Department of Intercollegiate Athletics.
- ~~h) “FBS” means the Football Bowl Subdivision membership category and participation level of the NCAA.~~
- ~~i)h) “NCAA” means the National Collegiate Athletic Association.~~
- ~~j)i) “Position” ~~will mean~~ means the position of head football coach.~~
- ~~k)j) “President” means the Boise State University President.~~
- ~~l)k) “Productions” means any and all television, radio, podcast, website, webcast, digital, electronic and/or internet (or other similar or newly developed media format) productions or programs concerning or affiliated in any way with the University, the Team, the Program or the Department.~~
- ~~m)l) “Program” ~~shall mean~~ means the Football program, including the Team and the staff, equipment and operations assigned to, or affiliated with, the Team as decided at the sole, reasonable discretion of the Director. Non-capitalized use of the term “program” in reference to fringe benefit programs, media programs or to athletic programs generally are defined by the ordinary use in context.~~
- ~~n)m) “Season” ~~will mean~~ means the NCAA regulated football season commencing on the first day of fall practice and ending immediately after the last game of the football regular season or, if applicable to the Team being selected to play in a post-season bowl (“bowl eligible”), after the post-season bowl game involving the University Team.~~
- ~~o)n) “Team” means the Boise State University Broncos intercollegiate football team.~~

In witness whereof the parties have hereunto set their hands on the date below noted:

UNIVERSITY

COACH

| Robert Kustra, ~~Martin E Schimpf, Interim~~ President Date _____ Bryan Harsin
| _____ Date

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

BOISE STATE UNIVERSITY

Football APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2013-14	2014-15	2015-16	2016-17
Football	977	991	968	968
<i>National % Rank by Sport</i>	<i>70-80</i>	<i>80-90</i>	<i>50-60</i>	<i>50-60</i>

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

MULTI-YEAR (4-Year Rolling Average)

Football	981	982	979	976
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Coach Bryan Harsin Maximum Compensation Calculation - 2018-2023

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
3.1.1a Annual Base Salary	\$ 1,450,000.00	\$ 1,550,000.00	\$ 1,650,000.00	\$ 1,750,000.00	\$ 1,850,000.00
3.2.1 Additional Pay based on Performance - Conference Wins	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
3.2.1 Additional Pay based on Performance - BYU Win	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
3.2.1 Additional Pay based on Performance - Power 5 Win	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3.2.2 Additional Pay based on Performance - MW Div/Conference Title	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
3.2.1 Additional Pay based on Performance - CPF Bowl Appearance/Win	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00	\$ 750,000.00
3.2.1 Additional Pay based on Performance - Coach of the Year	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
3.2.2 Additional Pay based on Academic Achievement	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00	\$ 70,000.00
Total potential annual compensation under Employment Agreement	\$ 2,635,000.00	\$ 2,735,000.00	\$ 2,835,000.00	\$ 2,935,000.00	\$ 3,035,000.00
Royalties under License Agreement with Bryan Harsin Enterprises LLC	\$ 200,004.00	\$ 200,004.00	\$ 200,004.00	\$ 200,004.00	\$ 200,004.00
Total potential annual compensation	\$ 2,835,004.00	\$ 2,935,004.00	\$ 3,035,004.00	\$ 3,135,004.00	\$ 3,235,004.00

Coach	School	Salary	Incentives																										
Troy Calhoun	Air Force	NA																											
Bryan Harsin	Boise State	\$1,450,000	See Contract																										
Mike Bobo	Colorado State	\$1,800,000	<table border="1"> <thead> <tr> <th>Achievement</th> <th>Compensation</th> </tr> </thead> <tbody> <tr> <td>Winning Six (6) Conference Regular Season Games</td> <td>\$25,000</td> </tr> <tr> <td>Winning a Seventh (7th) Conference Regular Season Game</td> <td>\$35,000</td> </tr> <tr> <td>Winning an Eighth (8th) Conference Regular Season Game</td> <td>\$50,000</td> </tr> <tr> <td>Qualifying to Play in the Conference Championship Game</td> <td>\$50,000</td> </tr> <tr> <td>Winning the Conference Championship Game</td> <td>\$100,000</td> </tr> <tr> <td>Being Selected to Play in a Bowl Game</td> <td>\$50,000</td> </tr> <tr> <td>Being Selected to Play in a Host Bowl as part of the College Football Playoff</td> <td>\$100,000</td> </tr> <tr> <td>Being Selected to Play in the Semifinal of the College Football Playoff</td> <td>\$175,000</td> </tr> <tr> <td>Being Selected to Play in the Final of the College Football Playoff</td> <td>\$225,000</td> </tr> <tr> <td>Winning a College Football Playoff</td> <td>\$150,000</td> </tr> <tr> <td>Winning the Conference Coach of the Year Award</td> <td>\$20,000</td> </tr> <tr> <td>Winning the Paul Bear Bryant, Associated Press or Home Depot National Coach of the Year Award (limited to one)</td> <td>\$75,000</td> </tr> </tbody> </table>	Achievement	Compensation	Winning Six (6) Conference Regular Season Games	\$25,000	Winning a Seventh (7th) Conference Regular Season Game	\$35,000	Winning an Eighth (8th) Conference Regular Season Game	\$50,000	Qualifying to Play in the Conference Championship Game	\$50,000	Winning the Conference Championship Game	\$100,000	Being Selected to Play in a Bowl Game	\$50,000	Being Selected to Play in a Host Bowl as part of the College Football Playoff	\$100,000	Being Selected to Play in the Semifinal of the College Football Playoff	\$175,000	Being Selected to Play in the Final of the College Football Playoff	\$225,000	Winning a College Football Playoff	\$150,000	Winning the Conference Coach of the Year Award	\$20,000	Winning the Paul Bear Bryant, Associated Press or Home Depot National Coach of the Year Award (limited to one)	\$75,000
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<p>Jeff Tedford</p>	<p>Fresno State</p>	<p>\$1,600,000</p>	<p>1) Achievement of Annual NCAA APR a) At or above 935 provides \$120,000 b) At or above 940 provides \$130,000 c) At or above 945 provides \$140,000 d) At or above 950 provides \$150,000 e) At or above 955 provides \$160,000 f) At or above 960 provides \$175,000 <i>Only one may be awarded.</i></p> <p>2) Annual Team GPA (Fall/Spring Semesters) a) 2.6 to 2.699 provides \$75,000 b) 2.7 to 2.799 provides \$85,000 c) 2.8 to 2.899 provides \$95,000 d) 2.9 and above provides \$105,000 <i>Only one may be awarded.</i></p> <p>3) Annual Federal Graduation Rate a) At or above 57% provides \$85,000 b) At or above 58% provides \$95,000 c) At or above 59% provides \$105,000 d) At or above 60% provides \$115,000 e) At or above 61% provides \$125,000 f) At or above 62% provides \$135,000 <i>All percentages refer to four-year cohort. Only one may be awarded.</i></p> <p>4) Achievement of regular-season wins a) At or above 6 wins provides \$100,000 b) At or above 7 wins provides \$150,000 c) At or above 8 wins provides \$200,000 d) At or above 9 wins provides \$250,000 e) At or above 10 wins provides \$300,000 f) At or above 11 wins provides \$400,000 <i>Only one may be awarded; assumes affiliation with Mountain West Conference. Any change in either the membership or the conference affiliation requires adjustments to reflect the appropriate level of competition. Adjustment will be based on BCS conference power rankings.</i></p>
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			<p>5) Conference Success</p> <ul style="list-style-type: none"> a) Regular Season Co-Conference Championship (OR) Divisional Champion with advancement to championship game provides \$150,000.00 b) Regular-Season Conference Champion (OR) winner of conference championship game provides \$250,000.00 <p><i>Only one of four may be awarded; assumes affiliation with Mountain West Conference. Any change in either the membership or the conference affiliation requires adjustments to reflect the appropriate level of competition.</i></p> <p>6) Bowl Participation</p> <ul style="list-style-type: none"> a) Participation in a conference-associated or at-large bowl provides \$100,000.00 (OR) \$200,000 for winning said bowl b) Participation in a bowl with a payout exceeding \$1.4 million provides \$200,000 (OR) \$300,000.00 for winning said bowl c) Participation in a New Year's Six Bowl provides \$300,000.00 (OR) \$450,000 for
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			<p>winning said bowl</p> <p>d) Participation in College Football Playoff National Championship Semifinal game provides \$400,000.00</p> <p>e) Participation in College Football Playoff National Championship game provides \$500,000.00 (OR) winning said College Football Playoff National Championship provides \$1,000,000</p> <p><i>Only one may be awarded.</i></p> <p>7) Final College Football Playoff National Standing</p> <p>a) Top 25 provides \$150,000</p> <p>b) Top 10 provides \$250,000</p> <p><i>Only one may be awarded.</i></p> <p>8) Individual Honors</p> <p>a) Conference Coach of the Year Awards provides \$50,000</p> <p>b) National Coach of the Year Award provides \$100,000</p> <p><i>Only one National Coach of the Year award will be provided & only one from among the four apply: Walter Camp; Eddie Robinson; Paul "Bear" Bryant; and the American Football Coaches Association.</i></p> <p>9) Football Game Attendance</p> <p>a) Paid attendance of 130,000 or more provides for \$200,000.</p> <p>b) Paid attendance of 152,000 or more provides for \$300,000.</p> <p><i>For purposes of defining and measuring attendance for this bonus, the number of attendees will be based on the total number of fully paid attendees including box tickets and shall not include those receiving complimentary tickets or those receiving tickets through promotional discounts. Only one may be awarded.</i></p> <p>10) Completion Bonus</p> <p>If the Employee is still retained as the Head Football Coach on November 30, 2021, he will be entitled to receive a one-time bonus of \$350,000.</p>
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<p>Nick Rolovich</p>	<p>Hawaii</p>	<p>\$425,004</p>	<p>A. <u>Conference Achievements.</u> These bonuses under this Subsection A are cumulative.</p> <ul style="list-style-type: none"> i. Team Wins the West Division of the Mountain West Conference (MWC) and Participates in the MWC Championship Game [REDACTED] ii. Team Wins the MWC Championship [REDACTED] <p>B. <u>Bowl Game Achievements.</u> It is understood that Coach shall receive only one (1) incentive payment under this Subsection B per contract year, which shall be based on the highest goal achieved.</p> <ul style="list-style-type: none"> i. Team Participates in a Bowl Game (Payable only if no Conference Achievements in Subsection A are earned) [REDACTED] ii. Team Wins a Bowl Game [REDACTED] iii. Team Participates in Non-Playoff New Year's Six Bowl Game [REDACTED] iv. Team Wins Non-Playoff New Year's Six Bowl Game [REDACTED] v. Team Participates in Four-Team Playoff Bowl Game [REDACTED]
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			<ul style="list-style-type: none"> vi. Team Wins Four-Team Playoff Bowl Game [REDACTED] vii. Team Wins National Championship [REDACTED] <p>C. <u>Coach of the Year Achievements.</u> These bonuses under this Subsection C are cumulative and apply in full if any such award is solo or shared.</p> <ul style="list-style-type: none"> i. Conference Coach of the Year [REDACTED] ii. National Coach of the Year (Eddie Robinson, Sporting News, Walter Camp, Bobby Dodd, Woody Hayes, Paul "Bear" Bryant, George Munger, Home Depot, AP, Liberty Mutual, Bobby Bowden) [REDACTED] <p>D. <u>Academic Progress Rate (APR) Achievements.</u> It is understood that Coach shall receive only one (1) incentive payment under this Subsection D per year, beginning with the results from the 2015-16 academic year, which shall be based on the highest goal achieved.</p> <ul style="list-style-type: none"> i. Single year APR of 960 or greater [REDACTED] ii. Single year APR of 980 or greater [REDACTED]
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Jay Norvell	Nevada	\$500,000	<p>Athletic Performance:</p> <ul style="list-style-type: none"> a. For winning or tying the Conference West Division: \$25,000. b. For winning the Conference Championship Game: \$50,000. c. For receiving the Conference Coach of the Year Award or Co-Coach of the Year Award: \$10,000. d. For Bowl Appearance: \$10,000 (inclusive of MWC Division and Conference Championship bonus) e. Bowl Win: \$25,000 (inclusive of Conference West Division and Conference Championship Game bonus, <u>excluding</u> Bowl Appearance bonus) f. NY6 Bowl: \$100,000 (inclusive of Conference West Division and Conference Championship bonus) 																																	
Bob Davie	New Mexico	\$822,690	<table border="0"> <tr> <td style="padding-left: 20px;">1.</td> <td>Win MWC Championship</td> <td style="text-align: right;">\$50,000.00</td> </tr> <tr> <td style="padding-left: 20px;">2.</td> <td>Top 25 ranking at end of the season</td> <td style="text-align: right;">\$25,000.00</td> </tr> <tr> <td style="padding-left: 20px;">3.</td> <td>Top 25 ranking at any point during season</td> <td style="text-align: right;">\$10,000.00</td> </tr> <tr> <td style="padding-left: 20px;">4.</td> <td>BCS Bowl Game</td> <td style="text-align: right;">\$150,000.00</td> </tr> <tr> <td style="padding-left: 20px;">5.</td> <td>Victory over top-25 team</td> <td style="text-align: right;">\$10,000.00</td> </tr> <tr> <td style="padding-left: 20px;">6.</td> <td>Non-BCS Bowl Game</td> <td style="text-align: right;">\$20,000.00</td> </tr> <tr> <td style="padding-left: 20px;">7.</td> <td>Conference Coach of the Year</td> <td style="text-align: right;">\$10,000.00</td> </tr> <tr> <td style="padding-left: 20px;">8.</td> <td>National Coach of the Year</td> <td style="text-align: right;">\$25,000.00</td> </tr> <tr> <td style="padding-left: 20px;">9.</td> <td>Average Paid Annual Attendance (excluding students)</td> <td></td> </tr> <tr> <td></td> <td style="padding-left: 40px;">if 19,000 is reached</td> <td style="text-align: right;">\$25,000.00</td> </tr> <tr> <td></td> <td style="padding-left: 40px;">and if 21,000 is reached, an additional</td> <td style="text-align: right;">\$25,000.00</td> </tr> </table>	1.	Win MWC Championship	\$50,000.00	2.	Top 25 ranking at end of the season	\$25,000.00	3.	Top 25 ranking at any point during season	\$10,000.00	4.	BCS Bowl Game	\$150,000.00	5.	Victory over top-25 team	\$10,000.00	6.	Non-BCS Bowl Game	\$20,000.00	7.	Conference Coach of the Year	\$10,000.00	8.	National Coach of the Year	\$25,000.00	9.	Average Paid Annual Attendance (excluding students)			if 19,000 is reached	\$25,000.00		and if 21,000 is reached, an additional	\$25,000.00
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Rocky Long	San Diego State	\$236,304	<table border="0"> <tr> <td data-bbox="658 173 2002 259">A. Mountain West Conference (or successor or substitute conference) Title or Co-Title</td> <td data-bbox="2029 203 2171 243">\$75,000</td> </tr> <tr> <td data-bbox="658 267 2002 365">B. Participant in Mountain West Conference (or successor or substitute conference) Championship Game</td> <td data-bbox="2029 300 2171 341">\$25,000</td> </tr> <tr> <td data-bbox="658 373 2002 470">C. Two Wins over Top 25 Teams. Teams must be ranked in the USA Today or AP poll at the time of victory.</td> <td data-bbox="2029 406 2171 446">\$75,000</td> </tr> <tr> <td data-bbox="658 479 2002 519">D. Bowl Appearances (non-cumulative)</td> <td></td> </tr> <tr> <td data-bbox="739 527 2002 568"> i. Non-CFP Bowl with payout less than \$1,500,000</td> <td data-bbox="2029 527 2171 568">\$50,000</td> </tr> <tr> <td data-bbox="739 576 2002 617"> ii. Non-CFP Bowl with payout greater than \$1,500,000</td> <td data-bbox="2029 576 2171 617">\$75,000</td> </tr> <tr> <td data-bbox="739 625 2002 665"> iii. CFP Bowl (New Year's Day Six) Appearance</td> <td data-bbox="2029 625 2171 665">\$150,000</td> </tr> <tr> <td data-bbox="739 673 2002 714"> iv. CFP Semifinal Participant</td> <td data-bbox="2029 673 2171 714">\$200,000</td> </tr> <tr> <td data-bbox="739 722 2002 763"> v. CFP Final Participant</td> <td data-bbox="2029 722 2171 763">\$300,000</td> </tr> <tr> <td data-bbox="739 771 2002 812"> vi. CFP National Championship</td> <td data-bbox="2029 771 2171 812">\$400,000</td> </tr> <tr> <td data-bbox="658 820 2002 860">E. Final Ranking in Top 15 in USA Today Coaches Poll or AP Poll</td> <td data-bbox="2029 820 2171 860">\$50,000</td> </tr> <tr> <td data-bbox="658 868 2002 909">F. Final Ranking in Top 16-25 in USA Today Coaches Poll or AP Poll</td> <td data-bbox="2029 868 2171 909">\$25,000</td> </tr> <tr> <td data-bbox="658 917 2002 1015">G. Annual APR above 950 or 4-year Average APR above 940 for the Football Team during any year of the Term</td> <td data-bbox="2029 950 2171 990">\$15,000</td> </tr> <tr> <td data-bbox="658 1023 2002 1063">H. Win over highest CFP ranked Mountain West</td> <td data-bbox="2029 1023 2171 1063">\$25,000</td> </tr> </table>	A. Mountain West Conference (or successor or substitute conference) Title or Co-Title	\$75,000	B. Participant in Mountain West Conference (or successor or substitute conference) Championship Game	\$25,000	C. Two Wins over Top 25 Teams. Teams must be ranked in the USA Today or AP poll at the time of victory.	\$75,000	D. Bowl Appearances (non-cumulative)		i. Non-CFP Bowl with payout less than \$1,500,000	\$50,000	ii. Non-CFP Bowl with payout greater than \$1,500,000	\$75,000	iii. CFP Bowl (New Year's Day Six) Appearance	\$150,000	iv. CFP Semifinal Participant	\$200,000	v. CFP Final Participant	\$300,000	vi. CFP National Championship	\$400,000	E. Final Ranking in Top 15 in USA Today Coaches Poll or AP Poll	\$50,000	F. Final Ranking in Top 16-25 in USA Today Coaches Poll or AP Poll	\$25,000	G. Annual APR above 950 or 4-year Average APR above 940 for the Football Team during any year of the Term	\$15,000	H. Win over highest CFP ranked Mountain West	\$25,000
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			<p>I. Win over Football Team which is member of Power 5 Conference. Current Power 5 Conferences are defined as Atlantic Coast Conference, Big Ten Conference, Big 12 Conference, Pacific-12 Conference, and Southeastern Conference. May receive multiple awards. \$10,000</p> <p>J. Individual student-athlete is named to 1st team All American (AP, AFCA, Walter Camp, Sports Illustrated or USA Today) or receive the Heisman Trophy. Eligible for one award per year. \$10,000</p>
Brent Brennan	San Jose State	\$587,916	<p>Incentive compensation criteria:</p> <p>a) \$25,000 if the football team wins the West Division of the Mountain West Conference.</p> <p>b) \$25,000 if the football team wins the Mountain West Conference Championship Game.</p> <p>c) \$10,000 if Employee is named Conference Coach of the Year.</p> <p>d) \$20,000 if the football team wins 7 games in the regular season (excluding Bowl game).</p> <p>e) \$20,000 if the football team wins eight or more games in the regular season (excluding Bowl game).</p>

			<p>f) \$10,000 if the football team has at least a .500 record (i.e., 6-6) and participates in a bowl game other than a "New Year's 6" game.</p> <p>g) \$5,000 if the football team has at least a .500 record, participates in a bowl game and wins the bowl game.</p> <p>h) \$100,000 if the football team participates in a "New Year's 6" bowl game.</p> <p>i) \$10,000 if the football team's single year APR is 970 or higher beginning with the 2017-18 academic year.</p>
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Tony Sanchez	UNLV	\$600,000	<p>Athletic Performance:</p> <ul style="list-style-type: none"> a. For appearing in the Conference Championship Game: \$25,000.00. b. For winning the Conference Championship Game: \$25,000.00. c. For receiving the Conference Coach of the Year Award or Co-Coach of the Year Award: \$10,000.00. d. Intentionally omitted. e. Intentionally omitted. f. Intentionally omitted. g. For appearing in any BCS Bowl Game: \$100,000.00. h. For appearing in any other Bowl Game: \$50,000.00. i. For ranking top 25 in ESPN or Coaches poll: \$25,000.00. j. For appearing in any New Year's Day Bowl (NY6): \$100,000.00. j. For achieving a 960 APR: \$10,000.00. k. In addition, for achieving wins during the regular season, the University will pay to Employee the specific sum listed below next to the designated number of wins (i.e. the amounts are not cumulative): <ul style="list-style-type: none"> i. For achieving seven (7) wins, the sum of \$20,000.00. ii. For achieving eight (8) wins, the sum of \$30,000.00. iii. For achieving nine (9) wins, the sum of \$40,000.00. iv. For achieving ten (10) wins, the sum of \$50,000.00.
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Matt Wells	Utah State	\$900,000	<p>10. Coach will be paid cash incentive bonuses for the following achievements (per occurrence; cumulative in nature): \$25,000 for winning a conference division championship (solo or shared); \$50,000 for winning a conference championship (solo or shared); \$100,000 for achieving team participation in a national play-off game; \$50,000 for winning national playoff game; \$50,000 for participation in a non-play-off bowl game; \$10,000 for maintaining an Academic Progress Rate score (APR) of 960 or above; \$50,000 for Top 10 national ranking at end of season \$25,000 for a Top 20 Ranking at the end of the season; \$10,000 for a Top 25 Ranking at the end of the season; (AP, Coaches/USA); \$15,000 for Conference Coach of the Year (solo or shared); \$25,000 for National Coach of the Year (solo or shared); \$5,000 for each rival game victory against BYU or Utah ; \$200,000 for appearing in a national championship game; \$200,000 for winning national championship game.</p>
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Craig Bohl	Wyoming	\$1,420,000	<p>3. <u>Additional Guaranteed Annual Compensation:</u> During the term of Employee's appointment as Head Football Coach, Employee shall receive (from non- State funds), in addition to the Base Salary, annual guaranteed compensation (hereinafter the "Guaranteed Annual Compensation") at the rates specified in this Section. The Guaranteed Annual Compensation will be earned and payable in twelve (12) equal installments on a monthly basis. The Guaranteed Annual Compensation shall not be recognized as eligible compensation for purposes of participation in the Wyoming State Retirement System or TIAA-CREF.</p> <p>The rate for the Guaranteed Annual Compensation shall be as follows:</p> <ul style="list-style-type: none"> a. For the calendar year commencing January 1, 2017-\$1,100,000 b. For the calendar year commencing January 1, 2018-\$1,100,000 c. For the calendar year commencing January 1, 2019-\$1,200,000 d. For the calendar year commencing January 1, 2020-\$1,150,000 e. For the calendar year commencing January 1, 2021-\$1,250,000 f. For the calendar year commencing January 1, 2022-\$1,250,000 g. For the calendar year commencing January 1, 2023-\$1,300,000
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			<p>I. <u>In-Season and Post Season Incentive Fees-Tier 1</u></p> <p>A. <u>Mountain West Conference (MWC) regular season victories:</u> \$50,000 when the Employee as Head Football Coach wins five (5) MWC regular season games payable not later than January 31 of the succeeding calendar year. The terms "regular season" for the purposes of this Agreement do not include the MWC championship game or post season bowl games.</p> <p>B. <u>Season Ticket Incentives:</u> For season tickets sold at full price as established by the University, payable not later than January 31 of the succeeding calendar year.) (Compensation levels are not cumulative)</p> <table data-bbox="739 600 1532 876"> <tr> <td>(1) Under 5,000 tickets sold/year</td> <td>\$0</td> </tr> <tr> <td>(2) 5,000 to 5,999 tickets sold /year</td> <td>\$20,000</td> </tr> <tr> <td>(3) 6,000 to 6,999 tickets sold/year</td> <td>\$30,000</td> </tr> <tr> <td>(4) 7,000 to 7,999 tickets sold/year</td> <td>\$40,000</td> </tr> <tr> <td>(5) 8,000 to 8,999 tickets sold/year</td> <td>\$60,000</td> </tr> <tr> <td>(6) 9,000 to 9,999 tickets sold/year</td> <td>\$80,000</td> </tr> <tr> <td>(7) 10,000 or more tickets sold/year</td> <td>\$100,000</td> </tr> </table> <p>C. <u>Incentive Compensation for Academic Performance Goals:</u> (Compensation levels are not cumulative)</p> <table data-bbox="739 1023 1720 1177"> <tr> <td>(1) Cumulative team GPA greater than or equal to 2.80</td> <td>\$100,000</td> </tr> <tr> <td>(2) Cumulative team GPA between a 2.70 and 2.79</td> <td>\$75,000</td> </tr> <tr> <td>(3) Cumulative team GPA between a 2.50 and 2.69</td> <td>\$50,000</td> </tr> <tr> <td>(4) Cumulative team GPA under 2.50</td> <td>\$0</td> </tr> </table>	(1) Under 5,000 tickets sold/year	\$0	(2) 5,000 to 5,999 tickets sold /year	\$20,000	(3) 6,000 to 6,999 tickets sold/year	\$30,000	(4) 7,000 to 7,999 tickets sold/year	\$40,000	(5) 8,000 to 8,999 tickets sold/year	\$60,000	(6) 9,000 to 9,999 tickets sold/year	\$80,000	(7) 10,000 or more tickets sold/year	\$100,000	(1) Cumulative team GPA greater than or equal to 2.80	\$100,000	(2) Cumulative team GPA between a 2.70 and 2.79	\$75,000	(3) Cumulative team GPA between a 2.50 and 2.69	\$50,000	(4) Cumulative team GPA under 2.50	\$0
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(6) 9,000 to 9,999 tickets sold/year	\$80,000																								
(7) 10,000 or more tickets sold/year	\$100,000																								
(1) Cumulative team GPA greater than or equal to 2.80	\$100,000																								
(2) Cumulative team GPA between a 2.70 and 2.79	\$75,000																								
(3) Cumulative team GPA between a 2.50 and 2.69	\$50,000																								
(4) Cumulative team GPA under 2.50	\$0																								

			<p>II. <u>In-Season and Post Season Incentive Fees-Tier II:</u></p> <p>A. <u>Outright MWC Division Champion:</u> \$50,000 (#Co-Championship earns no incentive compensation award)</p> <p>B. <u>Regular Season Victory over Power Five (P5)/Autonomous 5 (A5) Conference Member:</u> \$100,000 per win in regular season. The parties further acknowledge that the conferences that comprise the P5/A5 could change and that member schools of the individual conferences comprising the P5/A5 could change. The composition of the P5/A5 on the first week of the college football season for each calendar year of the term of this Restated Employment Agreement shall control for the purpose determining whether a University of Wyoming football opponent is a member of the P5/A5. This incentive applies to games played during the regular season and not post season games. This incentive does not impair the final authority of the Athletic Director under Paragraph 7A to schedule football game opponents.</p> <p>C. <u>Post Season Bowl Game Selection:</u> One month (1) current Base Salary. Payment shall be made from resources of the Cowboy Joe Club ("CJC") as denoted in the CJC bylaws.</p>
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			<p>D. <u>Post Season Bowl Game Victory</u>: \$25,000. This incentive is in addition to the incentive set forth in Subparagraph (C) immediately above.</p> <p>E. <u>MWC Coach of the Year</u>: One-month current Base Salary. This incentive will be paid from resources of the CJC.</p> <p>F. <u>MWC Conference Championship</u>: \$100,000. This incentive award is in lieu of the incentive outlined in CJC bylaws which provided for payment of one month's base salary. No additional one-month base salary will be paid in addition to this incentive award.</p> <p>G. <u>Top 25 Finish in the College Football Playoff Standings</u>: \$100,000</p> <p>The incentive amounts payable under this Paragraph 4.II. for the regular season and post season in a particular year shall not exceed the following amounts, and shall be payable not later than January 31 of the succeeding calendar year:</p> <table data-bbox="672 860 1639 1136"> <tr> <td>Year 1: January 1, 2017 – December 31, 2017</td> <td>\$200,000</td> </tr> <tr> <td>Year 2: January 1, 2018 – December 31, 2018</td> <td>\$200,000</td> </tr> <tr> <td>Year 3: January 1, 2019 – December 31, 2019</td> <td>\$200,000</td> </tr> <tr> <td>Year 4: January 1, 2020 – December 31, 2020</td> <td>\$250,000</td> </tr> <tr> <td>Year 5: January 1, 2021 – December 31, 2021</td> <td>\$250,000</td> </tr> <tr> <td>Year 6: January 1, 2022 – December 31, 2022</td> <td>\$250,000</td> </tr> <tr> <td>Year 7: January 1, 2023 – December 31, 2023</td> <td>\$300,000</td> </tr> </table>	Year 1: January 1, 2017 – December 31, 2017	\$200,000	Year 2: January 1, 2018 – December 31, 2018	\$200,000	Year 3: January 1, 2019 – December 31, 2019	\$200,000	Year 4: January 1, 2020 – December 31, 2020	\$250,000	Year 5: January 1, 2021 – December 31, 2021	\$250,000	Year 6: January 1, 2022 – December 31, 2022	\$250,000	Year 7: January 1, 2023 – December 31, 2023	\$300,000
Year 1: January 1, 2017 – December 31, 2017	\$200,000																
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Year 4: January 1, 2020 – December 31, 2020	\$250,000																
Year 5: January 1, 2021 – December 31, 2021	\$250,000																
Year 6: January 1, 2022 – December 31, 2022	\$250,000																
Year 7: January 1, 2023 – December 31, 2023	\$300,000																

**Liquidated Damages
Head XX Coaches in Mountain West Conference**

Coach	School	Length of Contract	2018-19 Salary (total comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Troy Calhoun	Air Force		NA	NA		NA
Bryan Harsin	Boise State	1/11/18 - 1/10/23	\$ 1,450,000	Yes	Sliding Scale	See Contract
Mike Bobo	Colorado State	1/1/18 - 12/31/22	\$ 1,800,000	Yes	Sliding Scale	<p>In the event that Bobo so terminates this Agreement during the Term to accept a head coaching position at another university or any coaching position in the NFL, because the Parties agree that the harm to the University cannot otherwise be reasonably calculated, Bobo, or his designee, shall pay to the University as liquidated damages, and not as a penalty, the following amounts (referred to as "Liquidated Damages"):</p> <p>(i) \$3,500,000 if such termination occurs between the Effective Date and December 31, 2018;</p> <p>(ii) \$3,000,000 if such termination occurs between January 1, 2019 and December 31, 2019;</p> <p>(iii) \$2,000,000 if such termination occurs between January 1, 2020 and December 31, 2020;</p> <p>(iv) \$1,000,000 if such termination occurs between January 1, 2021 and December 31, 2021; and</p> <p>(v) \$0 if such termination occurs between January 1, 2022 and December 31, 2022.</p>
Jeff Tedford	Fresno State	12/1/16 - 12/1/21	\$ 1,600,000	Yes	Flat Rate	<p>The Consultant automatically cancels this Consulting Services Agreement if Consultant chooses to resign his position as the University's Head Football Coach prior to the completion of the Contract Term, according to the following:</p> <p>a) If Consultant resigns his position as the University's Head Football Coach before the conclusion of the 2017 football season, Consultant will pay the Athletic Corporation an early-departure fee of \$1,500,000; or</p> <p>b) If Consultant resigns his position as the University's Head Football Coach before the conclusion of the 2018 football season, Consultant will pay the Athletic Corporation an early-departure fee of \$1,500,000; or</p> <p>c) If Consultant resigns his position as the University's Head Football Coach before the conclusion of the 2019 football season, Consultant will pay the Athletic Corporation an early-departure fee of \$1,500,000.</p>
Nick Rolovich	Hawaii	11/30/15 - 11/29/20	\$ 425,004	Yes	Flat Rate	<p>B. If Coach voluntarily terminates this Agreement without the requisite sixty (60) days' notice or to accept a new coaching position with a college or professional team, then Coach shall pay the University as liquidated damages, a lump sum amount of \$150,000 (One Hundred Fifty Thousand and no/100 Dollars) within ninety (90) days of the date on which the termination occurs. This</p>

Liquidated Damages
Head XX Coaches in Mountain West Conference

Jay Norvell	Nevada	1/1/18 - 12/31/21	\$ 500,000	Yes	Base Salary remaining for term	<p>6.2.a.2. Liquidated Damages</p> <p>If the Employee terminates this Agreement for convenience, all obligations of the University shall cease as of the effective date of the termination, and the Employee or Employee's designee shall pay to the University, as liquidated damages and not a penalty, the following sums calculated as of the effective date of termination:</p> <p>If Employee terminates for convenience prior to January 1, 2018, Employee shall pay to the University an amount equal to Employee's Initial Base Salary as defined in Article 5.1 of this Agreement for the period remaining through January 1, 2018, and an amount equal to Employee's Base Salary as defined in Article 5.1 of this Agreement for the period of January 1, 2018, through the period remaining in the Term (partial months shall be prorated).</p> <p>If Employee terminates for convenience on or after January 1, 2018, Employee shall pay to the University an amount equal to Employee's Base Salary as defined in Article 5.1 of this Agreement for the period remaining in the Term (partial months shall be prorated).</p> <p>The liquidated damages shall be due and payable within twenty (20) calendar days of the effective date of the termination, or in accordance with a payment schedule agreed upon by the President of the University and the Employee in writing, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.</p>
Bob Davie	New Mexico	7/1/16 - 12/31/21	\$ 822,690	Yes	Sliding Scale	<p>7. TERMINATION BY REQUEST OF COACH DAVIE: Coach Davie may terminate this Agreement without cause at any time upon thirty (30) days' notice to the VP/IA. In the event that Coach Davie terminates this Agreement pursuant to this paragraph, the University shall have no further liability except for base salary and benefits accrued to the date of termination, a pro rata share of the Other Compensation described in paragraph 3.b.4, 3.b.5 and 3.b.6, above, to the date of termination, and any incentive payments earned by Coach Davie under paragraph 3(d) as of the date of termination. Coach Davie understands and agrees that his termination of this Agreement pursuant to this paragraph prior to the expiration of the term of this Agreement will cause irreparable harm to the reputation and athletic programs of the University in an amount not capable of precise calculation or quantification. Therefore, Coach Davie agrees to pay to the University, as liquidated damages (the "Liquidated Damages") and not as penalty, a sum of \$760,000.00 in the event that he terminates this Agreement pursuant to this paragraph at any time prior to the end of the first full (July 1- June 30) contract year, the sum of \$650,000.00 in the event he terminates this Agreement pursuant to this paragraph at any time prior to the end of the second full (July 1- June 30) contract year, the sum of \$450,000.00 in the event he terminates this Agreement pursuant to this paragraph at any time prior to the end of the third full (July 1- June 30) contract year, the sum of \$350,000.00 in the event he terminates this Agreement any time prior to the end of the fourth full (July 1- June 30) contract year, the sum of \$250,000.00 in the event he terminates this Agreement between the end of the fourth full contract year and November 30, 2019, and no payment from December 1, 2019 through the expiration of the term of this Agreement. The Liquidated Damages shall be the University's sole and exclusive quantification and limitation of Coach Davie's damages owed to the University pursuant to this Section 7 and the University shall seek no other remedies or damages whatsoever against Coach Davie related to his termination of this Agreement without cause.</p>
Rocky Long	San Diego State	1/20/17 - 1/31/22	\$ 236,304	Yes	Sliding Scale	<p>Employee Early Resignation. Employee agrees not to seek, apply for or be interviewed for any other positions prior to the end of the term of this Letter of Appointment without prior notice to the Director of Athletics. If Employee accepts another position prior to the end of the term of this Letter of Employment, Employee is responsible for paying the University the buyout amounts (the "Buyouts") identified below:</p> <p>a. \$1,500,000 in the first year of the appointment; b. \$1,000,000 in the second year of the appointment; c. \$1,000,000 in the third year of the appointment; d. \$1,000,000 in the fourth year of the appointment; e. \$1,000,000 in the fifth year of the appointment.</p>
Brent Brennan	San Jose State	9/1/17 - 12/11/21	\$ 587,916	None	NA	None

**Liquidated Damages
Head XX Coaches in Mountain West Conference**

Tony Sanchez	UNLV	2/1/17 - 1/31/22	\$ 600,000	Yes	Base Salary remaining for term	<p>6.2.a.2. Liquidated Damages If the Employee terminates this Agreement for convenience between the Effective Date and January 31, 2022, all obligations of the University shall cease as of the effective date of the termination, and the Employee or Employee's designee shall pay to the University, as liquidated damages and not a penalty, an amount equal to Employee's Base Salary as defined in Article 5.1 of this Agreement for the period remaining in the Term (partial months prorated) calculated as of the effective date of termination.</p> <p>The liquidated damages shall be due and payable within twenty (20) calendar days of the effective date of the termination, or in accordance with a payment schedule agreed upon by the President of the University and the Employee in writing, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.</p>
Matt Wells	Utah State	7/1/17 - 12/31/19	\$ 900,000	Yes	Flat Rate	<p>21. Should coach elect to terminate his employment prior to the end of the contract, USU shall be entitled to receive from Coach or his subsequent employer \$800,000. It is expressly understood that this payment is not intended as a penalty, but rather a reasonable approximation of liquidated damages suffered by USU which may result from any voluntary breach of contract by Coach. The parties agree that in the event Coach terminates this contract after the team's final regular season game in 2019, the liquidated damages provisions of this Section 21 shall be null and void; and no damages shall be owed by Coach whatsoever.</p>
Craig Bohl	Wyoming	1/1/17 - 12/31/23	\$ 1,420,000	Yes	Sliding Scale	<p>B. In the event Employee terminates this Agreement to accept employment in intercollegiate athletics or professional sports on or before the dates outlined below, Employee shall owe the University the following liquidated damages (hereinafter the "University Liquidated Damages"):</p> <ol style="list-style-type: none"> (1) \$6,510,000.00 if such termination occurs between the Effective Date and December 31, 2017. (2) \$5,530,000.00 if such termination occurs between January 1, 2018, and December 31, 2018. (3) \$4,480,000.00 if such termination occurs between January 1, 2019, and December 31, 2019. (4) \$3,430,000.00 if such termination occurs between January 1, 2020, and December 31, 2020. (5) \$2,310,000.00 if such termination occurs between January 1, 2021, and December 31, 2021. (6) \$1,190,000.00 if such termination occurs between January 1, 2022, and December 31, 2022. (7) \$0 if such termination occurs between January 1, 2023 and December 31, 2023.