

**BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 20, 2018**

TAB	DESCRIPTION	ACTION
1	AMENDMENT TO BOARD POLICY II.H. Coaches and Athletic Directors – First Reading	Motion to approve
2	BOISE STATE UNIVERSITY Amendment to Multi-Year Employment Agreement for Gordon Presnell – Head Women’s Basketball Coach	Motion to approve

BUSINESS AFFAIRS AND HUMAN RESOURCES
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SUBJECT

Board Policy II.H. – Coaches and Athletic Directors - first reading

REFERENCE

June 2016

Idaho State Board of Education (Board) approved second reading of amendments to policy II.H. updating the incorporated by reference updates to the model contract and contract terms.

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

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

BACKGROUND/DISCUSSION

Board Policy II.H. incorporates by reference two model coach contracts the institutions may use. The model contracts are being proposed to be updated and thus requires a change in policy to reference the updated model contract. Changes to the model contract include:

- Consistency between language in single and multi-year contracts
- Disclosure of allegations of serious misconduct against the coach
- Updated template to minimize institution-specific changes to the contract

IMPACT

The proposed policy change updates the Board approved model contract for coaches.

ATTACHMENTS

Attachment 1 – First reading Board Policy Section II.H
Attachment 2 – Single-year model contract for coaches
Attachment 3 – Multi-year model contract for coaches

STAFF COMMENTS AND RECOMMENDATIONS

Changes to the model contract for coaches have been vetted by the institutions and all are in agreement with the proposed changes. This will eliminate the need for the institutions to make significant changes in the future to the model contract as agreements with coaches are made.

Staff recommends approval.

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BOARD ACTION

I move to approve the amendments to the single-year and multi-year model contracts for coaches as presented in Attachments 2 and 3.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the first reading of Board Governing Policy and Procedures II.H., Coaches and Athletic Directors, as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES
Subsection: H. Coaches and Athletic Directors

~~June 2016~~February 2019

1. Agreements Longer Than Three (3) Years

The chief executive officer of an institution is authorized to enter into a contract for the services of a coach or athletic director with that institution for a term of up to three (3) years. A contract with a term (whether fixed or rolling) of more than three (3) years, or with a total annual compensation amount of \$200,000 or higher, is subject to approval by the Board as to the terms, conditions, and compensation there under, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. Contracts shall define the entire employment relationship between the Board and a coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law.

- a. Each contract for the services shall follow the general form approved by the Board as a model contract. The ~~April 2016~~December 20, 2018 Board revised and approved multiyear model contract is adopted by reference into this policy. The model contracts for employment agreements may be found on the Board's website at <http://boardofed.idaho.gov/>.
- b. All such contracts must contain a liquidated damages clause provision in favor of the institution, applicable in the event that a coach or athletic director terminates the contract for convenience, in an amount which is a reasonable approximation of damages which might be sustained if the contract is terminated.
 - i. If a head coach resigns or is terminated and there is one or more assistant coach for the same sport on a multi-year contract, the liquidated damages clause for the assistant coach(es) may be waived.
- c. Contracts submitted for Board approval shall include the following supporting documentation (either in the agenda cover page or as an attachment; and shall be accompanied by the completed "Athletics Contracts Checklist" found on the Board's website at <http://boardofed.idaho.gov/>):
 - i. A summary of all supplemental compensation incentives;
 - ii. Quantification of maximum potential annual compensation (i.e. base salary plus maximum incentive pay);
 - iii. Employment agreement (clean version), employment agreement (redline to Board-approved model contract), and for current coaches a redline of proposed employment agreement to current employment agreement;
 - iv. In the case of National Collegiate Athletic Association (NCAA) institutions, a 4-year history of the institution's Academic Progress Rate (APR) raw scores

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and national average APR scores for the applicable sport;

- v. A schedule of base salaries and incentive payments of all other same sport coaches in the institution's conference; and
 - vi. Documentation on how the institution arrived at the proposed liquidated damages amount(s), and a summary of publically-available liquidated damages and buyout provisions for coaches of the same sport at all other public institutions in the conference.
- d. All contracts must be submitted for Board approval prior to the contract effective date.
2. Agreements For Three (3) Years Or Less

The chief executive officer of an institution is authorized to enter into a contract for the services of a coach or athletic director with that institution for a term of three (3) years or less and a total annual compensation amount less than \$200,000 without Board approval. Each contract shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law. The ~~April 14, 2016~~ December 20, 2018 Board revised and approved model contract is adopted by reference into this policy. The model contracts for employment agreements may be found on the Board's website at <http://boardofed.idaho.gov/>.

3. Academic Incentives

Each contract for a coach or athletic director shall include incentives in the form of supplemental compensation, separate from any other incentives, based upon the academic performance of the student athletes whom the coach or athletic director supervises. Each year a coach or athletic director may be eligible to receive supplemental compensation based on achievement of the incentive. Awarding supplemental compensation shall be contingent upon achievement of one or more measures including, but not limited to, (in the case of the National Collegiate Athletic Association (NCAA) institutions), the NCAA Academic Progress Rate (APR). The Board shall approve the APR against which achievement of the incentive shall be based (in whole or in part) and the basis for computing the incentive. Information provided to the Board in determining the raw score to be used should include a 4-year history of the institution's APR raw scores and national average APR scores for that sport. Any such supplemental compensation paid to coach or athletic director shall be separately reported to the Board.

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SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES
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4. Part-time Coaches Excepted

The chief executive officer of an institution is authorized to hire part-time coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

5. Assistant Coaches

The chief executive officer of the institution is authorized to hire assistant coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

6. Annual Leave

- a. All existing contracts and accrued leave held by coaches at the institutions on ~~the effective date of this policy~~April 17, 2014 shall be grandfathered under policy Section II.F. for purposes of accruing annual leave until the coach's contract renewal.
- b. Following ~~the effective date of this policy~~April 17, 2014, the institutions shall have the authority to negotiate annual leave for all coach contract renewals and new hires using one of the two options below:
 - i. Annual leave may be earned and accrued consistent with non-classified employees as set forth in policy II.F.; or
 - ii. ~~Pursuant to section 59-1606(3), Idaho Code, coaches do not accrue leave, but~~ Coaches may take leave with prior written approval from the athletic director, subject to the terms of the contract. ~~Under this option, any accrued annual~~ Any such leave balance at the time of the coach's contract renewal shall be forfeited or paid off, and the new contract shall document the forfeiture or compensation of that leave.

(MODEL ATHLETICS SINGLE-YEAR CONTRACT)
(template adopted by Idaho State Board of Education, _____, 2018)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between _____ (University (College)), and _____ (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) 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 (College)'s Director of Athletics (Director) or the Director's designee. 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 (College)'s ~~President~~ Chief Executive Officer ~~(President)~~.

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University (College)'s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University (College) shall have the right, at any time, to reassign Coach to duties at the University (College) other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in ~~sections~~ Sections 3.2.1 through ~~-(Depending depending on supplemental pay provisions used)-~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of _____ (__) months, commencing on _____ and terminating, without further notice to Coach, on _____ unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University (College) and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education University (College)'s Board of (Regents or Trustees) ~~(Board)~~. 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).

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 salary of \$ _____ per year, payable in biweekly installments in accordance with normal University (College) procedures, and such salary increases as may be determined appropriate by the Director and ~~President~~ Chief Executive Officer and approved by the ~~Board~~ University (College)'s Board of (Regents or Trustees) _____;
- b) The opportunity to receive such employee benefits as the University (College) provides generally to non-faculty exempt employees, provided that ~~the~~ Coach qualifies for such benefits by meeting all applicable eligibility requirements (, provided, however, in accordance with Board of (Regents' or Trustees') pPolicy II.H.6.b.ii, University (College) and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director|RK(1); 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. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Coach understands|RK(2) and agrees that financial conditions may require the Chief Executive Officer|President, in the Chief Executive Officer|President's discretion, to institute furloughs or to take such other actions consistent with Board of (Regents' or Trustees') policy as the Chief Executive Officer|President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Paragraph-Section 3.1.1(a) above.

- 3.2 Supplemental Compensation. 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|President in consultation with the Director and approved by the University (College)'s Board of (Regents or Trustees) _____ Board. The determination shall be based on the following factors: 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.

3.3 Footwear; Apparel; Equipment. 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)-~~, 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 to the University (College) in accordance with NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~-(Company Name)-~~, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University (College), the University (College)'s governing board~~Board~~, the conference, and the NCAA (or NAIA); supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the 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 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) ~~Board policies~~State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University (College)'s (Faculty-Staff) Handbook; (c) University (College)'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.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University (College), would reflect adversely upon the University (College) or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the Chief Executive Officer~~President~~, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University (College)'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~~.

4.3 NCAA (or NAIA) Rules. In accordance with NCAA (or NAIA) rules, Coach shall obtain prior written approval from the University (College)'s Chief Executive Officer~~President~~ for

all athletically related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits to the University (College)'s Chief Executive Officer~~President~~ whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University (College) work day preceding June 30th. The report shall be in a format reasonably satisfactory to University (College). In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (College) booster club, University (College) alumni association, University (College) foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University (College), the University (College)'s ~~governing board~~Board, the conference, or the NCAA (or NAIA).

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

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, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.7 Disclosure of Serious Misconduct¹~~3~~. Coach ~~W~~warrants that prior to the signing of this ~~contract~~Agreement, Coach ~~he~~ has disclosed and will continue to disclose ~~if he~~if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official University (College)-institution or athletic ~~athletic~~ department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

4.8 Media Obligations²~~4~~. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. ~~Agreements requiring the Coach to participate in Programs related to his~~Coach's duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by ~~the~~Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide ~~his~~Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall

appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.

ARTICLE 5

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

5.1.1^[RK(5)] In addition to the definitions contained in applicable rules and regulations, University (College) and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

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

- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s governing Board, the conference, or the NCAA (NAIA), by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s governing Board, the conference, or the NCAA (NAIA), by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this contract Agreement. RK(6)

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~~ the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University (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 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~~ Section applies to violations occurring at the University (College) or at previous institutions at which ~~the~~ Coach was employed.

5.2 Termination due to Disability or Death of Coach.

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

5.2.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that ~~the~~ Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and

death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University (College) and due to ~~the~~ Coach's estate or beneficiaries thereunder.

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

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

5.4 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.

5.5 Waiver of Rights. Because ~~the~~ Coach is receiving 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 [JM7] for convenience~~, Coach shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice, appeal, and similar employment-related rights provided for in ~~the State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures Board policy~~, IDAPA 08.01.01.et seq., ~~and~~ and the University (College) (Faculty-Staff) Handbook.

ARTICLE 6

6.1 Approval. This Agreement shall not be effective until and unless 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 (College)'s ~~Board of Regents or Trustees~~, if required, 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 policies and Board of (Regents or Trustees) and University (College)'s~~ rules regarding financial exigency.

6.2 University (College) Property. All personal property (excluding vehicle(s) provided through the _____ program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University (College) or developed by Coach on behalf of the University (College) or at the University (College)'s direction or for the University (College)'s use or otherwise in connection

with Coach's employment hereunder are and shall remain the sole property of the University (College). Within twenty-four (24) hours of the expiration of the term of this agreement Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

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

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

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

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho ~~as an agreement to be performed in Idaho~~. Any action based in whole or in part on this Agreement shall be brought in the 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 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. ~~The This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University (College). 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.~~

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

the University (College): Director of Athletics

with a copy to: Chief Executive Officer~~President~~

~~the~~ Coach:

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

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

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

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

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

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

6.15 Entire Agreement; -Amendments. This Agreement constitutes the entire agreement 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 ~~the~~ Board ~~of (Regents or Trustees)~~ if required under ~~Section Board Policy II.H. of Board Policy~~.

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

University (College)

Coach

Signature: _____
Printed Name: _____
Chief Executive Officer
Date: _____

Signature: _____
Printed Name: _____
Date: _____

*Approved by the Idaho State Board of Education Board of (Regents or Trustees) on the _____ day of _____.

[*Note: One (1) year employment agreements ~~which~~ requiringe Board approval are defined in Board Policy Section II.H. ~~of Board Policy~~]

(MODEL ATHLETICS MULTI-YEAR CONTRACT)
(template adopted by Idaho State Board of Education, _____, 2018)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between _____ ~~(University (College))~~, and _____ (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)~~ 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. Reporting Relationship. Coach shall report and be responsible directly to the University (College)'s Athletic Director (Director) or the Director's designee. 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 (College)'s Chief ~~e~~Executive ~~e~~Officer (Chief ~~e~~Executive ~~e~~Officer).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University (College)'s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University (College) shall have the right, at any time, to reassign Coach to duties at the University (College) other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in ~~sections~~ Sections 3.2.1 through ~~(d) Depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of _____ (___) years, commencing on _____ and terminating, without further notice to Coach, on _____ unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University (College) and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). 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).

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 salary of \$_____ per year, payable in biweekly installments in accordance with normal University (College) procedures, and such salary increases as may be determined appropriate by the Director and Chief ~~executive~~ Executive ~~o~~ Officer and approved by the University (College)'s Board of ~~(Regents or Trustees)~~ Board;
- b) The opportunity to receive such employee benefits as the University (College) provides generally to non-faculty exempt employees, provided that the Coach qualifies for such benefits by meeting all applicable eligibility requirements ~~(except that in accordance with Board of (Regents' or Trustees') Policy II.H.6.b.ii, University (College) and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director)~~ [RK(1)]; 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. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Coach understands [RK(3)] and agrees that financial conditions may require the PresidentChief Executive Officer, in the PresidentChief Executive Officer's discretion, to institute furloughs or to take such other actions consistent with Board of (Regents' or Trustees') policy as the PresidentChief Executive Officer may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in ParagraphSection 3.1.1(a) above.

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~~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~~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 ~~e~~Executive ~~e~~Officer in consultation with the Director.

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 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 shall be paid ~~(terms or conditions of payment)~~ _____. ~~Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~^[RK(4)]

3.2.6 **(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))** Coach agrees that the University (College) has the exclusive right to operate youth ~~(Sport)~~ ___ 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 camps in Coach's capacity as a University (College) employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University (College)'s ~~football~~ ~~(Sport)~~ 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 summer ~~football~~ ~~(Sport)~~ camps, the University (College) shall pay Coach ~~_(amount)_~~ ___ per year as supplemental compensation during each year of ~~his~~ employment as head ~~(Sport)~~ ~~coach~~ ~~coach~~ at the University (College). This amount shall be paid ~~_(terms of payment)~~ _____.

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

- a) The summer youth camp operation reflects positively on the University (College) and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. ~~The~~ Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;

- 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 e~~ Exhibit A.
- 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 State of Idaho, the University (College) and the Board 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~~ Coach's duties and obligations as head —(Sport)— coach. In order to avoid entering into an agreement with a competitor of (Company Name)—, Coach shall submit all outside consulting agreements to the University (College) for review and approval prior to execution. Coach shall also report such outside income to the University (College) in accordance with NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including —(Company Name), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University (College), the University (College)'s governing board, the conference, and the NCAA (or NAIA); supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the 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 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 CB. 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 (Faculty-Staff) Handbook; (c) University (College)'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.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University (College), would reflect adversely upon the University (College) or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the Chief eExecutive eOfficer, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University (College)'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the Chief eExecutive eOfficer.

4.3 NCAA (or NAIA) Rules. In accordance with NCAA (or NAIA) rules, Coach shall obtain prior written approval from the University (College)'s Chief EExecutive Oefficer for all athletically related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits to the

University (College)'s Chief eExecutive eOfficer whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University (College) work day preceding June 30th. The report shall be in a format reasonably satisfactory to University (College). In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (College) booster club, University (College) alumni association, University (College) foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University (College), the University (College)'s governing bBoard, the conference, or the NCAA (or NAIA).

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

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

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.7 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this contract Agreement, heCoach has disclosed and will continue to disclose if heCoach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official University institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

4.8 Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring theCoach to participate in Programs related to hisCoach's duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by theCoach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide hisCoach's services to and perform on the Programs and to cooperate in their production,

broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.

ARTICLE 5

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

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

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

- g) 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 governing bBoard, the conference, or the NCAA (NAIA);
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s governing bBoard, the conference, or the NCAA (NAIA), by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University (College), the University (College)'s governing bBoard, the conference, or the NCAA (NAIA), by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose Serious Misconduct as required in sSection 4.7 of this contract Agreement.^{IRK(7)}

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~~ the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University (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 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 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 Coach, as liquidated damages and not a penalty, the salary set forth in ~~section~~ Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University (College) until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. ~~I, provided however, in~~ the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be ~~adjusted and~~ reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in ~~section~~ Section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue ~~his with the University (College)~~ health insurance plan and group life insurance as if ~~he~~ Coach remained a University (College) employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of 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.~~ ^[RK(8)] Coach further agrees to repay to University all compensation ~~paid to him received from by the~~ University (College) after the date ~~he obtains~~ other employment is obtained, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that ~~the~~ Coach may lose certain benefits, supplemental compensation, or outside compensation relating to ~~his~~ employment with University (College), which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University (College) and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and

injury suffered by Coach because of such termination by University (College). The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 ~~The~~ Coach recognizes that ~~his~~ Coach's 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~~ Coach's employment by entering into this Agreement and that its investment would be lost were ~~he~~ Coach to resign or otherwise terminate ~~his~~ employment with the University (College) before the end of the ~~contract~~ Agreement term.

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

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, Coach ~~he~~ shall pay to the University (College), as liquidated damages and not a penalty, the following sum: _____. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University (College) will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University (College) shall constitute adequate and reasonable compensation to University (College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This ~~S~~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 elsewhere in this Agreement, if Coach terminates this Agreement for convenience, ~~he~~ Coach shall forfeit to the extent permitted by law ~~the~~ his right to receive all supplemental compensation and other payments.

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 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 (College) and due to ~~the~~ Coach's estate or beneficiaries thereunder.

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

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

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

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

ARTICLE 6

6.1 Board Approval ~~(if required: multiyear employment agreements which require Board approval are defined in Section II.H. of Board Policy).~~ This Agreement shall not be effective ~~until and~~ unless approved ~~of the~~ University (College)'s ~~by the~~ 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 Board of (Regents or Trustees)~~, the Chief ~~e~~Executive ~~e~~Officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board ~~policies of (Regents or Trustees)~~ and University (College)'s rules regarding financial exigency.

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

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

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

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

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho ~~as an agreement to be performed in Idaho~~. Any action based in whole or in part on this Agreement shall be brought in the 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 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including

financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University (College). ~~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.~~

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

the University (College): Director of Athletics

with a copy to: Chief ~~e~~Executive ~~e~~Officer

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

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

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

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

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

abbreviation or simulation), except in the course and scope of ~~his~~ official University (College) duties.

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

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

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

University (College)

Coach

Signature: _____
Printed Name: _____
Chief Executive Officer
Date: _____

Signature: _____
Printed Name: _____
Date: _____

*Approved by the Idaho State Board of Education of (Regents or Trustees) on the ____ day of _____, 201020.

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

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 20, 2018

BOISE STATE UNIVERSITY

SUBJECT

Amendment to multi-year contract for Gordon Presnell, Head Women's Basketball Coach

REFERENCE

February 2011	The Idaho State Board of Education (Board) approved a two-year employment agreement with Head Women's Basketball Coach Gordon Presnell
December 2014	The Board approved a five-year employment agreement with Coach Presnell
August 2016	The Board approved a new three-year employment agreement with Coach Presnell
August 2017	The Board approved a new five-year rolling employment agreement with Coach Presnell

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

BACKGROUND/DISCUSSION

In August 2017, the Board approved a four (4) year and seven (7) month employment extension contract with Gordon Presnell as the Head Women's Basketball Coach through March 31, 2022. The contract included an automatic extension clause extending one year after each season the team reached 18 wins. During the 2017-18 season, the employment agreement was extended to March 31, 2023 when the team had its 18th win. After winning the Mountain West Conference Championship, playing in the first round of the NCAA tournament for the second time in three years, and a record setting season of 25-8 overall, a contract amendment has been negotiated with Coach Presnell. The proposed amendment increases his incentive pay to reward his success with the program and adds post-season incentives, as well as increases liquidated damages.

IMPACT

The salary is unchanged from the current contract but the incentive structure has changed. Incentives are paid only from program revenues, media rights fees, donations and other non-state funds. Terms for the proposed amendment are as follows:

**BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 20, 2018**

Liquidated Damages

Current Amount	Proposed Amount	Date
\$20,000	\$40,000	Before March 31, 2019
\$10,000	\$20,000	Before March 16, 2020

Pay for Performance - Academics

Current Amount	Proposed Amount	Incentive
	\$5,000	APR between 975-890
	\$7,500	APR between 81-985
	\$10,000	APR between 986-990
\$12,500	\$20,000	APR between 991 or above

Pay for Performance - Athletics

Current Amount	Proposed Amount	Incentive
	\$2,500	a) The greatest of the following:
\$2,000	\$3,500	10 conference wins
\$3,000	\$5,000	11 conference wins
\$4,000	\$6,000	12 conference wins
\$7,500	\$9,000	13 conference wins
	\$10,000	14 conference wins
\$12,500	\$20,000	15 conference wins
		Conference Season Champions
\$3,000	\$5,000	b) The greater of the following two:
\$12,500	\$20,000	Conference Tournament Finalist
		Conference Tournament Champions
\$35,000	\$5,000	c) At-large selection for the NCAA Tournament*
	\$35,000	d) NCAA Tournament Appearance (max total)
	\$52,500	e) NCAA Tournament Win (max total)
		or
\$18,000	\$18,000	f) WNIT Appearance (max total)
\$6,000	\$6,000	g) 18 wins
	\$3,000	h) Conference Coach of the Year
	\$10,000	i) National Coach of the Year
	\$3,000	j) Conference Player of the Year
	\$3,000	k) Conference Freshman of the Year
	\$6,000	l) Top RFI (at end of season)
		or
	\$3,000	Top 100 RPI (at end of season)
\$78,500	\$178,500	Maximum Total Incentive Compensation

**Not eligible if Conference Tournament Champions.*

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 20, 2018

ATTACHMENTS

- Attachment 1 – Proposed Contract Amendment
- Attachment 2 – Redline of Contract to Model Agreement
- Attachment 3 – Redline to Current Contract with Proposed Amendment
- Attachment 4 – 2013-2017 APR Summary
- Attachment 5 – Maximum Compensation Calculation
- Attachment 6 – Base Salary and Incentive Comparison
- Attachment 7 – Liquidated Damages Comparison

STAFF COMMENTS AND RECOMMENDATIONS

In addition to the change in compensation incentives, the proposed changes include a tiered buyout provision. The proposed contract calls for a buyout provision that would currently be valued at \$40,000, equal to the amount that was included in Coach Presnell's original contract. If Coach Presnell cancels the contract between April 1, 2019 and March 16, 2020, the buyout provision is \$20,000, equal to the current value of the buyout provision. If Coach Presnell cancels the contract after March 16, 2020 no liquidated damages payment is required. BSU proposes doubling the current liquidated damages amount for the revised contract.

In comparison to other Mountain West Conference Women's Basketball Coaches, three coaches do not have buyout provisions in their contract and eight coaches (including Coach Presnell) have buyout provisions in their contract. In comparison to other coaches in the Mountain West Conference where a buyout provision is in place, the liquidated damages are well below the amounts of other coaches. Buyout provisions for other Mountain West Conference head women's basketball coaches are as much as \$1,075,000 for a new contract or may be as little as \$0 if the coach leaves during the last year of the contract.

As illustrated above, the proposed contract increases the maximum incentive compensation from \$78,500 to \$178,500.

BOARD ACTION

I move to approve the request by Boise State University to amend the multi-year agreement with Gordon Presnell, Head Women's Basketball Coach with a term from August 13, 2017 and terminating March 31, 2022, as proposed in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**AMENDMENT TO
EMPLOYMENT AGREEMENT**

This Amendment (the “Amendment”) amends the Employment Agreement (the “Agreement”) entered into on August 31, 2017 by and between Boise State University (“the University”), and Gordon H. Presnell (“Coach”).

1. Section 3.2 shall be amended as follows:

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

3.2.1 Athletic Achievement

a)	The greatest of the following:		
	<u>10 conference wins</u>		<u>\$2,500</u>
	11 conference wins	_____	\$23,050
	12 conference wins	_____	\$35,000
	13 conference wins	_____	\$46,000
	14+ conference wins	_____	\$79,500
	<u>15 conference wins</u>		<u>\$10,000</u>
	Conference Regular Season Champions	_____	\$120,500
b)	The greater of the following two:		
	Conference Tournament Finalist	_____	\$35,000
	Conference Tournament Champions	_____	\$120,500
c)	<u>At-large selection for the NCAA Tournament</u>		<u>\$5,000</u>
d)	<u>NCAA Tournament Appearance (per game)</u>		<u>\$5,000</u> per
	game		
e)	<u>NCAA Tournament Win (per game)</u>		<u>\$7,500</u>
f)	WNIT Appearance (per game)	_____	\$3,000
	per game		
g)	18 Wins	_____	\$6,000
h)	<u>Conference Coach of the Year</u>		<u>\$3,000</u>
i)	<u>National Coach of the Year</u>		<u>\$10,000</u>
j)	<u>Conference Player of the Year</u>		<u>\$3,000</u>
k)	<u>Conference Freshman of the Year</u>		<u>\$3,000</u>
l)	<u>Top 50 RPI (at end of season)</u>		<u>\$6,000</u> or
	<u>Top 100 RPI (at end of season)</u>		<u>\$3,000</u>

3.2.2 Academic Achievement

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

<u>National Rank Within Sport</u>		
975-980	=	\$5,000
981-985	=	\$7,500
986-990	=	\$10,000
991 or above	=	\$120,500

2. Section 5.3.3 shall be amended as follows:

5.3.3. If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before March 31, 201~~8~~⁹, the sum of \$40,000; (b) ~~if the Agreement is terminated between April 1, 2018 and March 31, 2019 inclusive, the sum of \$20,000;~~ (c) if the Agreement is terminated between April 1, 2019 and March 16, 2020 inclusive, the sum of ~~\$120,000~~. 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. Liquidated damages shall not be due and payable if:

- a) Coach terminates this Agreement for convenience for family reasons, unless after such termination Coach becomes employed in a coaching position at another college or university prior to March 16, 2020, in which case the liquidated damages shall be due in accordance with the terms contained in the above paragraph; or
- b) Coach terminates this Agreement for convenience in order for Coach to take a non-coaching position, unless after such termination Coach becomes employed in a coaching position at another college or university prior to March 16, 2020, in which case the liquidated damages shall be due in accordance with the terms contained in the above paragraph.

Except as provided in this Amendment, the terms and conditions of the Agreement remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Amendment and have executed this Amendment freely and agree to be bound hereby as of the date approved by the Board.

UNIVERSITY

COACH

Curt Apsey, Director of Athletics

Gordon H. Presnell

University President

Approved by the Board of Trustees on the _____ day of December, 2018.

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

EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

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

ARTICLE 2

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

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

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

ARTICLE 3

3.1 Regular Compensation.

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

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

~~3.2~~ Supplemental Compensation.

~~3.2~~ Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs), and if Coach may earn continues to be employed as

~~University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation as follows: in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

3.2.1 Athletic Achievement

The greatest of

a) ~~3.2.2~~ Each year the following:

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

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

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

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

d) WNIT Appearance \$3,000 per game

e) 18 Wins \$6,000

3.2.2 Academic Achievement

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

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

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

a) ~~If Coach qualifies for Athletic Achievement Supplemental Compensation pursuant to section 3.2.1, University will pay Coach in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the first regular pay date in July, following the year of the final~~

~~poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation is calculated but only if Coach is still employed by the University on that date. Ranking shall be determined based on NCAA National End of Season Ranking.~~

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

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

~~4 ————— Each~~

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

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

~~3.2.5 —The Coach mayshall receive compensation hereunderthe sum of (amount or computation) from the University'sUniversity (College) or the University~~

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

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

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

- a) ~~The summer youth camp operation reflects positively on the University (College) and the Department;~~
- b) ~~The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~

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

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

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

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

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

ARTICLE 4

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) Coach terminates this Agreement for convenience for family reasons, unless after such termination Coach becomes employed in a coaching position at another college or university prior to March 16, 2020, in which case the liquidated damages shall be due in accordance with the terms contained in the above paragraph; or
- b) Coach terminates this Agreement for convenience in order for Coach to take a non-coaching position, unless after such termination Coach becomes employed in a coaching position at another college or university prior to March 16, 2020, in which case the liquidated damages shall be due in accordance with the terms contained in the above paragraph.

5.3.4 ~~5.3.4~~ — The parties have both had opportunity to be ~~been~~ represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to

determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates ~~ds~~ this Agreement because of a material breach by the University ~~(College)~~.

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

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

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

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

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

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

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

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good

or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University (~~College~~) from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board Rules (ID ADMIN. CODE 08.01.01 et seq) and Governing Policies and Procedures, ~~and IDAPA 08.01.01 et seq., and the University Policies (College) Faculty Staff Handbook.~~

ARTICLE 6

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

6.2 University (College) Property. All personal property, ~~(excluding vehicle(s) provided through the _____ program),~~ material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University (~~College~~) or developed by Coach on behalf of the University (~~College~~) or at the ~~University's~~ ~~University (College)'s~~ direction or for the ~~University's~~ ~~University (College)'s~~ use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. ~~(College).~~ Within twenty-four (24) hours of the expiration of the ~~T~~ term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

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

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

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

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the ~~S~~ state of Idaho as an agreement to be performed in Idaho.

Any action based in whole or in part on this Agreement shall be brought in the ~~courts of the state~~ district court in Ada County, Boise, of Idaho.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UNIVERSITY ~~(COLLEGE)~~

COACH

Curt Apsey, Director of Athletics

Gordon H. Presnell

Dr. Robert Kustra, President

Chief executive officer _____ Date _____
_____ Date

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

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

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is entered into this _____ day of _____, ~~2017-2018~~ (“Effective Date”) by and between Boise State University (the “University”) and Gordon H. Presnell (“Coach”).

ARTICLE 1

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

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years ~~seven-six (76)~~ months, commencing on ~~August 13, 2017~~ October 21, 2018 and terminating without further notice to Coach on March 31, ~~2022-2023~~ (the “Term”) unless sooner terminated in accordance with other provisions of this Agreement.

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

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

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

ARTICLE 3

3.1 Regular Compensation.

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

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

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

3.2.1 Athletic Achievement

- a) The greatest of the following:

<u>10 conference wins</u>	<u>\$2,500</u>
11 conference wins	\$2,000 3,500
12 conference wins	\$3 5,000
13 conference wins	\$46,000
14+ conference wins	\$7,500 9,000
<u>15 conference wins</u>	<u>\$10,000</u>
Conference Regular Season Champions	\$12,500 20,000
- b) The greater of the following two:

Conference Tournament Finalist	<u>\$35,000</u>
<u>or</u>	

Conference Tournament Champions
~~\$12,500~~20,000

c)	<u>At-large selection for the NCAA Tournament</u>	<u>\$5,000</u>
d)	<u>NCAA Tournament Appearance (per game)-</u> <u>\$5,000</u> 000 <u>per game</u>	
e)	<u>NCAA Tournament Win (per game)</u>	<u>\$7,500</u>
f)	<u>WNIT Appearance (per game)</u>	
	<u>\$3,000</u> per game	
eg)	18 Wins	\$6,000
h)	Conference Coach of the Year	\$3,000
i)	National Coach of the Year	\$10,000
j)	Conference Player of the Year	\$3,000
k)	Conference Freshman of the Year	\$3,000
l)	Top 50 RPI (at end of season)	\$6,000 or
	Top 100 RPI (at end of season)	\$3,000

3.2.2 Academic Achievement

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

<u>National Rank Within Sport</u>		
975-980	=	\$5,000
981-985	=	\$7,500
986-990	=	\$10,000
991 or above	=	\$12,500 <u>20,000</u>

3.2.3 Conditions for payment of Academic and Athletic supplemental compensation:

- a) If Coach qualifies for Athletic Achievement Supplemental Compensation pursuant to section 3.2.1, University will pay Coach on the first regular pay date in July, following the year in which such supplemental compensation is calculated but only if Coach is still employed by the University on that date. Ranking shall be determined based on NCAA National End of Season Ranking.
- b) If Coach qualifies for Academic Achievement Supplemental Compensation pursuant to section 3.2.2, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.

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

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

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

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

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach

shall also report such outside interests to the University in accordance with Section 4.3 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

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

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (the "Conference"), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the University's Director of NCAA Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having

any off-campus contact with prospects. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises will be provided periodically to Coach by the University. The applicable laws, policies, rules, and regulations include: (a) State Board of Education Governing Policies and Procedures and Rule Manual; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the Conference.

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

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

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

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

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

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

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the rules, regulations, or policies, of the University, the University's governing board, the Conference or the NCAA, including, but not limited to, any such violation which may have occurred during the

employment of Coach at another NCAA or National Association of Intercollegiate Athletics (“NAIA”) member institution;

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

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

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

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth

in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

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

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

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

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) ~~if the Agreement is terminated on or before March 31, 2018, the sum of \$40,000;~~ (b) if the Agreement is terminated between April 1, 2018 and March 31, 2019 inclusive, the sum of \$~~20,000~~40,000; (c) if the Agreement is terminated between April 1, 2019 and March 16, 2020 inclusive, the sum of \$1020,000. 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. Liquidated damages shall not be due and payable if:

a) Coach terminates this Agreement for convenience for family reasons, unless after such termination Coach becomes employed in a coaching position at another college or university prior to March 16, 2020, in which case the liquidated damages shall be due in accordance with the terms contained in the above paragraph; or

b) Coach terminates this Agreement for convenience in order for Coach to take a non-coaching position, unless after such termination Coach becomes employed in a coaching position at another college or university prior to March 16, 2020, in which case the liquidated damages shall be due in accordance with the terms contained in the above paragraph.

5.3.4 The parties have both had opportunity to be represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for

convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminated this Agreement because of a material breach by the University.

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

5.4 Termination Due to Disability or Death of Coach.

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

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

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

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

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

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or

for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board Rules (ID ADMIN. CODE 08.01.01 et seq) and Governing Policies and Procedures, and University Policies.

ARTICLE 6

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

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

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

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

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

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

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

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes

therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

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

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

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

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

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

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

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

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

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

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

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

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

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

UNIVERSITY

COACH

Curt Apsey, Director of Athletics

Gordon H. Presnell

~~Dr. Robert Kustra, University~~ President

Approved by the Board on the _____ day of _____, ~~201~~
2018.

BOISE STATE UNIVERSITY

Women's Basketball APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2013-14	2014-15	2015-16	2016-17
Women's Basketball	966	983	1000	1000
<i>National % Rank by Sport</i>	<i>20-30</i>	<i>70-80</i>	<i>90-100</i>	<i>90-100</i>

REPORT YEAR
Raw Score for Single Year
<i>Percentile Rank for Sport</i>

MULTI-YEAR APR (4-Year Rolling Average)

Women's Basketball	974	970	969	987
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2016-17 data released by NCAA in May 2018

Coach Gordy Presnell Maximum Compensation Calculation - 2017-2023

		2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
3.1.1a	Annual Base Salary	\$ 230,000.00	\$ 240,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
3.2.1	Additional Pay based on Performance	\$ 66,000.00	\$ 158,500.00	\$ 158,500.00	\$ 158,500.00	\$ 158,500.00	\$ 158,500.00
3.2.2	Additional Pay based on Academic Achievement	\$ 12,500.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
	Total Maximum potential annual compensation under Employment Agreement	\$ 308,500.00	\$ 418,500.00	\$ 428,500.00	\$ 428,500.00	\$ 428,500.00	\$ 428,500.00

3.2.8 Away Game Guarantee Indeterminant Indeterminant Indeterminant Indeterminant Indeterminant Indeterminant

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

Coach	School	Base Salary	Incentives
Mike Bradbury	New Mexico	\$ 250,000	<ol style="list-style-type: none"> 1. Winning MWC regular season \$ 5,000.00 2. MWC Coach of the Year \$ 5,000.00 3. Winning MWC tournament \$10,000.00 4. NCAA post-season, if not MWC Tournament champion \$ 5,000.00 5. Winning each additional game in the NCAA tournament \$ 5,000.00 per 6. For participating in the Women's National Invitation Tournament (WNIT) \$ 3,000.00 7. If annual gross ticket revenue exceeds: <ol style="list-style-type: none"> \$400,000 \$10,000.00* \$500,000 \$25,000.00 \$700,000** \$50,000.00 <p>*Ticket revenue bonuses are not cumulative. **If the University reaches 700,000 in two successive years, the University reserves the right to adjust the bonus.</p>
Jaime White	Fresno State	\$ 250,008	<ol style="list-style-type: none"> 1) Achievement of Annual NCAA APR <ol style="list-style-type: none"> a. Above 935 provides \$5,000 b. Above 940 provides \$7,500 c. Above 950 provides \$10,000 <p style="margin-left: 40px;"><i>Only one may be awarded.</i></p> 2) Annual Team GPA (Fall/Spring Semesters) <ol style="list-style-type: none"> a. 2.8 to 2.899 provides \$5,000 b. 2.9 to 2.999 provides \$10,000 c. 3.0 to 3.099 provides \$15,000 d. 3.1 and above provides \$20,000 <p style="margin-left: 40px;"><i>Only one may be awarded.</i></p> 3) Annual Federal Graduation Rate <ol style="list-style-type: none"> a. At or above 57% provides \$5,000 b. At or above 58% provides \$7,500 c. At or above 59% provides \$10,000 d. At or above 60% provides \$12,500 e. At or above 61% provides \$15,000 f. At or above 62% provides \$17,500 <p style="margin-left: 40px;"><i>All percentages refer to four-year cohort. Only one may be awarded.</i></p> 4) Achievement of Regular-Season Winning Percentage Any award of this bonus excludes any exhibition and/or non-NCAA Division 1 games. <ol style="list-style-type: none"> a. At or above 64% provides \$5,000

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

- b. At or above 68% provides \$7,500
- c. At or above 71% provides \$10,000
- d. At or above 75% provides \$12,500
- e. At or above 78% provides \$15,000
- f. At or above 82% provides \$17,500
- g. At or above 85% provides \$20,000
- h. At or above 89% provides \$22,500
- i. At or above 92% provides \$25,000
- j. At or above 96% provides \$27,500
- k. At 100% provides \$30,000

Only one may be awarded. Assumes affiliation with the Mountain West Athletic Conference. Any change in conference affiliation or in conference membership may require adjustment to reflect the appropriate level of

5) Mountain West Conference Achievement

- a. Regular-season co-champion provides \$10,000
- b. Regular-season champion provides \$15,000

Only one may be awarded. Assumes affiliation with the Mountain West Athletic Conference. Any change in conference affiliation or conference membership may require adjustment to reflect the appropriate level of competition.

6) Participation and Advancement in NCAA Tournament

- a. Participation in First Round provides \$15,000
- b. Participation in Second Round provides \$20,000
- c. Advancement to "Sweet Sixteen" provides \$25,000
- d. Advancement to "Elite Eight" provides \$30,000
- e. Advancement to "Final Four" provides \$40,000
- f. Advancement to National Championship provides \$50,000
- g. National Championship provides \$75,000

Only one may be awarded

7) Post-season WNIT Participation

- a. Participation provides \$3,000
- e. Advancement to "Final Four" provides \$40,000
- f. Advancement to National Championship provides \$50,000
- g. National Championship provides \$75,000

Only one may be awarded.

7) Post-season WNIT Participation

- a. Participation provides \$3,000
- b. Advancement to "Final Four" provides \$7,500

Only one may be awarded.

8) Final National Rankings

- a. Top 25 provides \$5,000
- b. Top 10 provides \$10,000

USA Today's Coaches' Poll. Only one may be awarded.

9) Individual Honors

- a. Affiliated Conference Coach of the Year provides \$5,000
- b. WBCA Regional Coach of the Year Award provides \$10,000
- c. WBCA National Coach of the Year Award provides \$20,000

Only one WBCA Coach of the Year bonus may be awarded.

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

Ryun Williams	Colorado State	\$ 244,494	Courtesy car, country club membership,												
			<table border="1"> <thead> <tr> <th>Achievement</th> <th>Additional Compensation</th> </tr> </thead> <tbody> <tr> <td>Win either the Mountain West Conference regular season championship or the Mountain West Conference Tournament championship (Note: If Williams wins both the regular season and tournament championship in the same season, a maximum of \$25,000 will be paid for this achievement.)</td> <td>Additional \$25,000</td> </tr> <tr> <td>Qualify for the NCAA Championship Tournament</td> <td>Additional \$30,000</td> </tr> <tr> <td>Advance to the Sweet 16 of the NCAA Championship Tournament</td> <td>Additional \$30,000</td> </tr> <tr> <td>Advance to the Final 4 of the NCAA Championship Tournament</td> <td>Additional \$30,000</td> </tr> <tr> <td>Win the NCAA National Championship Tournament</td> <td>Additional \$50,000</td> </tr> </tbody> </table>	Achievement	Additional Compensation	Win either the Mountain West Conference regular season championship or the Mountain West Conference Tournament championship (Note: If Williams wins both the regular season and tournament championship in the same season, a maximum of \$25,000 will be paid for this achievement.)	Additional \$25,000	Qualify for the NCAA Championship Tournament	Additional \$30,000	Advance to the Sweet 16 of the NCAA Championship Tournament	Additional \$30,000	Advance to the Final 4 of the NCAA Championship Tournament	Additional \$30,000	Win the NCAA National Championship Tournament	Additional \$50,000
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Win the NCAA National Championship Tournament	Additional \$50,000														
Gordon Presnell	Boise State	\$ 240,000	See Agreement												
Stacie Terry	San Diego State	\$ 227,724	<p>4. Bonus structure-</p> <ul style="list-style-type: none"> a. MWC Regular Season or Tournament Championship-\$17,000 b. NCAA Tournament-highest of below <ul style="list-style-type: none"> i. Appearance-\$25,000 ii. Final Four appearance-\$35,000 iii. Championship-\$50,000 c. WNIT Post-Season Appearance-\$17,000 d. MWC Coach of Year-\$5,000 e. National Coach of Year-\$15,000 f. Team cumulative GPA above 2.80-\$10,000 g. APR (4 year average) above 950-\$10,000 h. Win 20 or more games-\$10,000 												
			<p>5. Use of Car-car stipend, \$341.67 per month</p>												

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

<p>Jamie Craighead</p>	<p>San Jose State</p>	<p>\$ 206,004</p>	<ul style="list-style-type: none"> b) Employee will receive \$500 per month as a vehicle allowance. a) Conference Championship <ul style="list-style-type: none"> - Regular season - \$15,000 - Conference tournament - \$15,000 b) NCAA at-large bid - \$15,000 <ul style="list-style-type: none"> Every win in post-season game of NCAA tournament - \$5,000 c) WNIT post season bid - \$5,000 <ul style="list-style-type: none"> WNIT championship - \$10,000 d) Conference coach-of-the-year - \$10,000 e) If the team's most recent single year APR score is 970 or higher - \$5,000 <ul style="list-style-type: none"> The APR number will be set annually by October 1st during the remaining years of the contract. f) If the team wins 15 regular season games or more - \$7,500 (does not include the Mountain West Conference Tournament). g) If the team has a winning regular season, more wins than losses, the term of this agreement will be extended one year.
<p>Amanda Levens</p>	<p>Nevada</p>	<p>\$ 200,000</p>	<p>Athletic Performance:</p> <ul style="list-style-type: none"> a. For a Conference Regular Season Top 3 (including ties) Finish: \$5,000.00. b. For winning or tying the Conference Regular Season Championship: \$10,000.00. c. For winning the Conference Tournament Championship: \$10,000.00. d. For receiving the Conference Coach of the Year Award or Co-Coach of the Year Award: \$5,000.00. e. In the NCAA Tournament: <ul style="list-style-type: none"> i. For the team advancing in each round before the Final Four: \$ 5,000 . ii. For the team playing in the Final Four: \$25,000.00. iii. For the team winning the NCAA Championship: \$50,000.00. f. In the WNIT Post Season Tournament: <ul style="list-style-type: none"> i. For the team playing in the tournament: \$2,500.00. ii. For the team playing in the Final Four: \$10,000.00. iii. For the team winning the WNIT Championship: \$10,000.00. g. Not more than \$5,000, as determined by the Athletic Director with the approval of the President for participation in other post season tournaments.

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

Kathy Oliver	UNLV	\$ 190,000	<p>Athletic Performance:</p> <ul style="list-style-type: none"> a. For winning or tying the Conference Regular Season Championship: \$5,000. b. For winning the Conference Tournament Championship: \$5,000. c. For receiving the Conference Coach of the Year Award or Co-Coach of the Year Award: \$2,500. d. In the NCAA Tournament: <ul style="list-style-type: none"> i. For the team advancing in each round: \$5,000. ii. For the team playing in the Final Four: \$10,000. iii. For the team winning the NCAA Championship: \$25,000. e. In the NIT Post Season Tournament: <ul style="list-style-type: none"> i. For the team advancing in each round: \$2,500. ii. For the team playing in the Final Four: \$5,000. iii. For the team winning the NIT Championship: \$10,000. iii. For APR multi-year score of 960 or higher: \$2,500. f. For winning 22 games or more; or for an end of the year team RPI of 50 or better: \$2,500.
Joe Legerski	Wyoming	\$ 194,004	Housing allowance (\$2,500)
Jerry Finkbeiner	Utah State	\$ 185,000	<ul style="list-style-type: none"> a. The equivalent of one month of salary for any post season play (NCAA or NIT) and/or conference tournament championship (payment for one event only-not cumulative), b. \$6,000 for reaching each of the final three rounds of the NCAA Championship Tournament starting with the final16, final 8, and final 4. (The intent of this provision is cumulative so that if Coach reaches the Final4, he will be entitled to \$18,000.) b. \$3,000 for reaching the final 4 of the National Invitational Tournament c. \$3,000 for maintaining an annualized APR score 961 or above. d. \$5,000 for conference Coach of the Year honors. f. \$5,000 for conference regular season championship. g. \$3,000 bonus for winning 18 regular season games
Chris Gobrecht	Air Force	NA	NA

Liquidated Damages
Head Women's Basketball Coaches in Mountain West Conference

Coach	School	Length of Contract	Salary (total comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Chris Gobrecht	Air Force	NA	NA	NA	NA	NA
Gordon Presnell	Boise State	4/1/18 - 3/31/23	\$ 240,000	Yes	Sliding Scale	<p>5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated between April 1, 2018 and March 31, 2019 inclusive, the sum of \$40,000; (b) if the Agreement is terminated between April 1, 2019 and March 16, 2020 inclusive, the sum of \$20,000. 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. Liquidated damages shall not be due and payable if:</p> <p>a) Coach terminates this Agreement for convenience for family reasons, unless after such termination Coach becomes employed in a coaching position at another college or university prior to March 16, 2020, in which case the liquidated damages shall be due in accordance with the terms contained in the above paragraph; or</p> <p>b) Coach terminates this Agreement for convenience in order for Coach to take a non-coaching position, unless after such termination Coach becomes employed in a coaching position at another college or university prior to March 16, 2020, in which case the liquidated damages shall be due in accordance with the terms contained in the above paragraph.</p>
Ryun Williams	Colorado State	7/1/16 - 6/30/21	\$ 244,494	Yes	Tied to base salary and number of years remaining on contract	<p>(i) If such termination occurs on or before July 1, 2019, the Liquidated Damages shall be the greater of: (1) \$1,075,000 or (2) an amount equal to Williams' total remaining Base Salary (as set forth in Section 4.a herein and as of the date of termination) for all years and months remaining from the termination date until the Contract Ending Date (as defined in section 1 herein); or</p> <p>(ii) \$250,000 if such termination occurs after July 1, 2019.</p>
Jaime White	Fresno State	4/16/14 - 4/15/19	\$ 250,008	Yes	Sliding Scale	<p>(a) Should Employee resign as Fresno State's Head Women's Basketball Coach on or after the date Fresno State concludes its 2016-17 women's basketball season, she shall pay the University a fee of \$400,000.</p> <p>(b) Should Employee resign as Fresno State's Head Women's Basketball Coach on or after the date Fresno State concludes its 2017-18 women's basketball season, she shall pay the University a fee of \$200,000.</p> <p>(c) Should Employee resign as Fresno State's Head Women's Basketball Coach on or after the date Fresno State concludes its 2018-19 women's basketball season, she shall pay the Athletic Corporation a fee of \$100,000.</p>

Liquidated Damages
Head Women's Basketball Coaches in Mountain West Conference

Mike Bradbury	New Mexico	5/1/17 - 4/30/21	\$ 250,000	Yes	Sliding Scale	(the "Liquidated Damages") and not as penalty, a sum of Five Hundred Thousand Dollars (\$500,000.00) in the event that Coach Bradbury terminates this Agreement before the completion of Contract Employment Year 1 (April 2016 – April 2017), Four Hundred and Seven Thousand Dollars (\$407,000.00) before the completion of Contract Employment Year 2 (May 2017 - April 2018), Three Hundred and Five Thousand Dollars (\$305,000.00) before the completion of Contract Employment Year 3 (May 2018 – April 2019), One Hundred Thousand Dollars (\$100,000.00) before the completion of Contract Employment Year 4 (May 2019 – May 2020), and no Liquidated Damages in the event that Coach Bradbury terminates this Agreement in the final (Year 5) Contract Employment Year. Pursuant to this paragraph, any Liquidated Damages sum shall be paid in full to
Amanda Levins	Nevada	4/5/17 - 4/15/20	\$ 200,000	Yes	Tied to Current Base Salary	6.2.a.2. Liquidated Damages 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: Employee shall pay to the University an amount equal to Employee's then current Contract Year Base Salary as defined in Article 5.1 of this Agreement for the period remaining in the Term (partial months shall be prorated).
Stacie Terry	San Diego State	10/10/16 - 4/30/20	\$ 227,724	Yes	Sliding Scale	3. Section 7.04 of the Appointment Letter is amended to indicate that Coach shall have the following buyout obligations payable to the University upon separation: 1. Before completion of year one: \$225,000 2. Before completion of year two: \$125,000 3. Before completion of year three: \$75,000 4. Before completion of year four: \$0
Jamie Craighead	San Jose State	7/1/16 - 9/16/21	\$ 206,004	No	NA	NA
Kathy Oliver	UNLV	4/24/17 - 6/30/21	\$ 190,000	Yes	Sliding Scale	a. If the Employee terminates this Agreement for convenience between the Effective Date and the 2 year anniversary of the Effective Date, an amount equal to two times the amount of Employee's Base Salary as defined in Article 5.1; b. If the Employee terminates this Agreement for convenience between the 2 year anniversary of the Effective Date and the 3 year anniversary of the Effective Date, an amount equal to one and one-half times the amount of Employee's Base Salary as defined in Article 5.1; and c. If the Employee terminates this Agreement for convenience after the 3 year anniversary of the Effective Date, an amount equal to the entire remaining Base Salary due to Employee as set forth in Article 5.1 (partial months prorated).

**Liquidated Damages
Head Women's Basketball Coaches in Mountain West Conference**

Jerry Finkbeiner	Utah State	6/1/17 - 5/31/20	\$ 185,000	Yes	Sliding Scale	Should Coach elect to terminate his employment to accept another Division 1 head coaching position prior to April 15, 2018, Coach agrees to pay USU liquidated damages in the amount of \$150,000. Should Coach elect to terminate his employment to accept another Division 1 head coaching position after April 15, 2018 and prior to April 15, 2019, Coach will pay USU liquidated damages in the amount of \$75,000. If Coach elects to terminate his employment after April 15, 2019, Coach will not be required to pay any liquidated damages. Additionally, if Coach terminates for any reason other than stated in this paragraph 16, no payment of liquidated damages will be required.
Joe Legerski	Wyoming	5/1/14 - 4/30/19	\$ 194,004	NA	NA	NA