

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 18, 2019

TAB	DESCRIPTION	ACTION
	BOISE STATE UNIVERSITY	
1	Amendment to Multi-Year Employment Agreement – Cross Country Head Coach	Motion to approve

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BOISE STATE UNIVERSITY

SUBJECT

Multi-year Employment Agreement for Head Coach of Track & Field and Cross Country

REFERENCE

August 2013 Idaho State Board of Education (Board) approved a two year, nine month employment agreement with an addendum for Cory Ihmels, Head Coach of Track & Field and Cross Country

October 2014 The Board approved a second addendum to the original employment agreement through June 30, 2016.

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

Multi-year coach contracts are a non-strategic, Board governance agenda item.

BACKGROUND/DISCUSSION

Boise State University (BSU) is seeking to renew and extend a contract for its head coach for Track & Field and Cross Country. The contract meets the threshold for Board approval because it is a five year agreement.

The contract is similar to the standard issued by BSU and is in substantial conformance with the Board approved Model Agreement.

IMPACT

No state funds are used and these amounts are paid only from program revenues, media, donations and other non-state funds. Terms are as follows:

Term: Fixed term contract of five years and three months.

Base Compensation:

April 21, 2019 – July 31, 2019 = \$31,535 (\$112,195 annual, prorated)

August 1, 2019 – July 31, 2020 = \$132,000

August 1, 2020 – July 31, 2021 = \$137,000

August 1, 2021 – July 31, 2022 = \$145,000

August 1, 2022 – July 31, 2023 = \$155,000

August 1, 2023 – July 31, 2024 = \$165,000

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Buy-Out Provision: If Coach terminates early without cause, he shall be required, to pay liquidated damages as follows:

On or before July 31, 2020 – \$50,000

Between August 1, 2020 and July 31, 2021 – \$30,000

Between August 1, 2021 and July 31, 2022 – \$10,000

Incentive Pay categories:

BSU's incentive pay model complies with Board policy, but departs from the Board's Model Coach Contract. BSU provides very particular categories for incentive pay – sums certain for specific benchmarks as opposed to the broad categories in the Model Coach Contract. The itemized method is preferable for a number of reasons including budgeting, accounting, and contract negotiation. The incentives are also specific to each sport (or sports, in this case) to appropriately award performance. We do not separately pay incentives for program development or media programs and public appearances; those are expectations of the job that are covered by the base salary. Incentive pay is at the discretion of the Athletic Director rather than the President, but potential earnings are itemized in the contract and the President approves the contract before it is placed on the Board's agenda for approval.

For Coach Ihmels, the team is comprised of six (6) sports: (Women's Cross Country (WCC), Men's Cross Country (MCC), Women's Indoor Track and Field (WIT), Men's Indoor Track and Field (MIT), and Women's Outdoor Track and Field (WOT), and Men's Outdoor Track and Field (MOT). Some incentive pay categories are based on performance per individual sport, some are based on combined sports (men's and women's combined or indoor and outdoor combined), some are based on individual student-athlete achievement, and some are one-time annual occurrences, as noted below for each category.

Incentive Pay - Academic:

At BSU, academic incentive pay is based only on Academic Progress Rate (APR), which provides a direct, sport-by-sport comparison to the rest of the NCAA. It is an objective comparison to measure BSU intercollegiate teams to their peers nationwide. All institutions use the same rules for APR. There are rewards with APR which include national recognition and NCAA revenue distribution. All institutions (usually via their conference) will start in Spring 2020 to be eligible for revenue distribution from the NCAA based on a school earning an academic unit by meeting any ONE of the three standards:

- 1) Division I APR for the previous year is equal to or greater than 985. The average of single-year scores for all teams is used to determine eligibility for this standard.
- 2) The Graduation Success Rate for the most recently available year is equal to or greater than 90 percent.

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- 3) The difference between the student-athlete and student body percentages in the most recently published Federal Graduation Rate is equal to or greater than 13 percentage points.

Along with rewards, there are penalties. If teams under-perform academically over time, penalties can affect the entire team and program from loss of practice hours to coaching suspensions, financial aid reductions and restricted NCAA membership. As teams must win in competition to be eligible for championships, they must also achieve in the classroom.

Other metrics to measure academic success are subjective measures, and therefore difficult to define contractually. All institutions maintain different definitions for many of those factors, including the different conferences. Additionally, the NCAA has different definitions for academic honors such as "all academic" and there are even differences within sports, which makes it difficult to come up with an objective standard that is meaningful. Institutions also have different definitions of at-risk or special admission student-athletes.

Without standards set nationally in academic areas, team GPA is hard to define among our sports. GPA could take into consideration a cohort, all roster participants, scholarship as compared to walk-on student-athletes, how long student-athletes have to be on the roster to count, etc. All these factors can change the team GPA radically and could be manipulated, which makes it hard to set a standard of excellence among our sports equally. It is difficult to compare the different sports to each other unless a standard is used that is relevant nationally. By way of example, a 3.0 team GPA in gymnastics would be among the worst in the nation, but for football it would place a team in the top ten percent.

Overall, APR helps BSU measure and portray our goal of a well-rounded student-athlete experience and allows our coaches and staff to know and be familiar with the level of academic excellence for which we strive.

Coach Ihmels may qualify for separate Academic Incentive Pay for each of the four (4) sport categories: Women's Cross Country (WCC), Men's Cross Country (MCC), Women's Track and Field (WTF) – indoor and outdoor combined, Men's Track and Field (MTF) – indoor and outdoor combined, if the annual Academic Progress Rate (APR) for a sport meets the following levels in the National Ranking:

<i>National Rank within Sport</i>	
50 th – 59.9%	\$500
60 th – 69.9 %	\$550
70 th – 79.9 %	\$600
80 th – 89.9%	\$750
90 th – 100%	\$3,000

Incentive Pay - Athletic:

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The number of different sports and sport combinations is complicated so an additional attachment is included to show the breakdown of these incentives.

- a) For per sport achievements (up to six (6) times per year):
- | | |
|--|-------------|
| Championship incentive pay | |
| Conference Championship | \$3,000 |
| National ranking pay: | |
| Top 5 National Ranking at end of season | \$5,000 or |
| Top 10 National Ranking at end of season | \$ 3,000 or |
| Top 15 National Ranking at end of season | \$ 2,500 or |
| Top 20 National Ranking at end of season | \$ 2,000 or |
| Top 25 National Ranking at end of season | \$ 1,000 |
- b) For per sport achievements (Men's and Women's Outdoor combined, Men's and Women's Indoor combined and Men's and Women's Cross Country combined, up to three (3) times per year):
- | | |
|--------------------------------------|----------|
| Qualify Team for NCAA Regionals: | |
| Five (5) or more student-athletes | \$ 750 |
| Ten (10) student-athletes | \$ 1,250 |
| Eleven (11) or more student-athletes | \$ 1,750 |
| Qualify Team for NCAA Nationals: | |
| Five (5) student-athletes | \$ 1,250 |
| Six (6) or more student-athletes | \$ 1,750 |
| Conference Coach of the Year | \$ 2,000 |
| NCAA Regional Coach of the Year | \$ 2,000 |
| NCAA National Coach of the Year | \$ 3,000 |
- c) One time per academic year achievements:
- | | |
|-----------------------|----------|
| National Championship | \$15,000 |
|-----------------------|----------|
- d) Individual Student-Athlete achievement in any sport:
- | | |
|--|----------|
| Individual Conference Champion
(per champion) | \$ 600 |
| NCAA Individual Champion
(per champion) | \$ 1,500 |

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NCAA Individual Scorer [2 - 8 Finish] (per champion)	\$ 1,000
All-American (Top 9-16 [WIT, MIT, WOT, MOT], Top 40 [WCC and MCC])	\$ 750

ATTACHMENTS

- Attachment 1 – Proposed Contract
- Attachment 2 – Redline of Proposed Contract to Model Agreement
- Attachment 3 – Redline of Proposed Contract to Current Agreement
- Attachment 4 – Maximum Compensation Calculation
- Attachment 5 – Base Salary and Incentive Comparison
- Attachment 6 – Detailed Athletic Incentive Pay
- Attachment 7 – 2013-2017 APR Summary
- Attachment 8 – Liquidated Damages Comparison

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy II.H. provides that coach contracts in excess of \$350,000 or more than 3 years requires Board approval. BSU requests approval of a 5-year contract. Coach Ihmels' contract was previously approved by the Board in October 2014. Changes in Board Policy II.H. negated the requirement for the Board to approve Coach Ihmels' contract that was in effect from 2014 to 2016.

The proposed contract for Corey Ihmels includes minor adjustments to the Athletic Achievement Incentive Pay. The contract includes increases each year to the base salary. The following table includes percentage changes from the previous year for each year of the proposed contract.

	Base salary	Percentage Change
3 Month (prorated)	\$ 112,195	N/A
Year 1	\$ 132,000	18%
Year 2	\$ 137,000	4%
Year 3	\$ 145,000	6%
Year 4	\$ 155,000	7%
Year 5	\$ 165,000	6%

Approval of the proposed contract by the Board constitutes approval of the Academic Progress Rate (APR) incentive structure, pursuant to Board Policy II.H.3.

Other changes in the contract include an increase in the amount of liquidated damages. The previous contract included a sliding scale for liquidated damages starting at \$20,000 and reducing to \$10,000. The proposed contract includes a sliding scale beginning at \$50,000 and reducing to \$10,000.

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The maximum compensation is difficult to calculate as there are incentives that are tied to individual performances by the athletes. The number of students participating in the various events would have an impact on the maximum compensation for Coach Ihmels.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a multi-year employment agreement, as proposed, with Corey Ihmels as head coach for Track & Field and Cross Country, commencing April 21, 2019 and terminating on July 31, 2024, at a base salary of \$112,195 and supplemental compensation provisions, as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (the University), and Corey Ihmels (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate Track and Field & Cross Country 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 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's President (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. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Sections 3.2.1 through 3.2.2 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years and three (3) months, commencing on April 21, 2019 and terminating, without further notice to Coach, on July 31, 2024 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 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 count in any way toward tenure at the University.

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) An annual salary as follows:
 April 21, 2019 – July 31, 2019 = \$112,195 (\$31,353 prorated);
 August 1, 2019 – July 31, 2020 = \$132,000;
 August 1, 2020 – July 31, 2021 = \$137,000;
 August 1, 2021 – July 31, 2022 = \$145,000;
 August 1, 2022 – July 31, 2023 = \$155,000;
 August 1, 2023 – July 31, 2024 = \$165,000;
 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 Board;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University 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); and
- c) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- d) The opportunity to receive such employee benefits as 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.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the 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 Section 3.1.1(a) above.

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3.2. Supplemental Compensation. Each year Coach shall be eligible to receive supplemental compensation as detailed below. The Team is comprised of six (6) sports (Women’s Cross Country (WCC), Men’s Cross Country (MCC), Women’s Indoor Track and Field (WIT), Men’s Indoor Track and Field (MIT), and Women’s Outdoor Track and Field (WOT), and Men’s Outdoor Track and Field (MOT)). Incentive pay categories may be based on performance per individual sport, on performance for combined sports (men’s and women’s combined or indoor and outdoor combined), on individual student-athlete achievement, or for the entire Team, as noted below for each category.

3.2.1 Athletic Achievement Incentive Pay.

a) For per sport achievements (up to six times per year):

Championship incentive pay:	
Conference Championship	\$3,000

National ranking pay:	
Top 5 National Ranking at end of season	\$5,000 or
Top 10 National Ranking at end of season	\$3,000 or
Top 15 National Ranking at end of season	\$2,500 or
Top 20 National Ranking at end of season	\$2,000 or
Top 25 National Ranking at end of season	\$1,000

b) For per sport achievements (up to three times per year): [Men’s and Women’s Outdoor combined, Men’s and Women’s Indoor combined and Men’s and Women’s Cross Country combined]

Qualify Team for NCAA Regionals:	
5 or more student-athletes	\$750
10 student-athletes	\$1,250
11 or more student-athletes	\$1,750

Qualify Team for NCAA Nationals:	
5 student-athletes	\$1,250
6 or more student-athletes	\$1,750

Conference Coach of the Year	\$2,000
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NCAA Regional Coach of the Year	\$2,000
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NCAA National Coach of the Year	\$3,000
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c) One time per academic year achievements:

National Championship	\$15,000
d) <u>Individual Student-Athlete achievement in any sport:</u>	
Individual Conference Champion (per champion)	\$600
NCAA Individual Champion (per champion)	\$1,500
NCAA Individual Scorer [2 - 8 Finish] (per champion)	\$1,000
All-American (Top 9-16 [WIT, MIT, WOT, MOT], Top 40 [WCC and MCC])	\$750

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach within 45 days of the event or award giving rise to the Incentive Pay, if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

Coach may qualify for separate Academic Incentive Pay in each of the four (4) following sports (Women’s Cross Country (WCC), Men’s Cross Country (MCC), Women’s Track and Field (WTF) – indoor and outdoor, and Men’s Track and Field (MTF) – indoor and outdoor) if the annual Academic Progress Rate (“APR”) for a sport meets the following levels in the National Ranking:

<i>National Rank within Sport</i>		
50 th -59.9%	=	\$500
60 th - 69.9 %	=	\$550
70 th – 79.9 %	=	\$600
80 th – 89.9%	=	\$750
90 th – 100%	=	\$3,000

For the purposes of clarification and for the avoidance of doubt, Coach may be eligible for up to four (4) separate annual Academic Incentive Payments per academic year. If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (NCAA), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors.

3.2.4. Coach agrees that the University has the priority right to operate camps and/or clinics on its campus using University facilities.

- a) If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's camps and/or clinics, the University shall pay Coach supplemental compensation during each year of his employment as a coach at the University.
- b) If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:
 - i) Coach compliance with all NCAA, Mountain West Conference (Conference), Board, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;
 - ii) Payment for use of University facilities; and
 - iii) Provision of proof of liability insurance

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

3.3. Footwear; Apparel; Equipment. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the

University for review and approval prior to execution. Coach shall also report such outside income 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.

3.4. 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 with the policies, rules and regulations of the University, the Board, 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 Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall 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 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 are attached as Exhibit A. The applicable

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laws, policies, rules, and regulations include: (a) the policies of the Department; (b) the University's Policy Manual; (c) Board policies; (d) the rules and regulations of the Conference; and (e) NCAA rules and regulations.

4.2. Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, would reflect adversely upon the University 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. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits 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 Board, the Conference, or the NCAA.

4.4. Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the 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 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 Misconduct. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose 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 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 Coach to participate in Programs related to Coach’s duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide 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’s designated media outlets.

4.9. Attendance at Specific Gatherings. 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 and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, 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 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- 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 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 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 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 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 Agreement.

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 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 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 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 salary 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. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be 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 with the University health insurance plan and group life insurance as if Coach 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 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 further agrees to repay to University all compensation received from the University after the date other employment is obtained.

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 Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3. Termination by Coach for Convenience.

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

5.3.2 Coach may terminate this Agreement for convenience 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.

5.3.3 If 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 Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: (a) if the Agreement is terminated on or before July 31, 2020, the sum of \$50,000.00; (b) if the Agreement is terminated between August 1, 2020 and July 31, 2021 inclusive, the sum of \$30,000.00; (c) if the Agreement is terminated between August 1, 2021 and July 31, 2022 inclusive, the sum of \$10,000.00. 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 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 terminates 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, Coach shall forfeit to the extent permitted by law the 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'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 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 Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because 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 Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach 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 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 Board policy, IDAPA 08.01.01 et seq., and the University's policies.

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ARTICLE 6

6.1. Board Approval This Agreement shall not be effective unless approved by the Board 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 Board, 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 policies and University's rules regarding financial exigency.

6.2. University Property. All personal property (excluding vehicle(s) provided through the courtesy car 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 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. 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.

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.

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

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

Coach: Corey Ihmels
 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. 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 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 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 the Board if required under Board Policy II.H.

6.16. Opportunity to Consult with Attorney. Coach acknowledges that 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

COACH

Signature: _____

Signature: _____

Curt Apsey
Athletic Director

Corey Ihmels
Head Track and Field & Cross Country Coach

Date: _____

Date: _____

Signature: _____

Martin E. Schimpf
Interim President

Approved by the Idaho State Board of Education on the _____ day of April, 2019.

~~(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 Boise State
_____ (University (the University College)), and Corey
Ihmels (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 Track and Field & Cross
Country (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~~ 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's President (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. ~~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 3.2.2 (depending on supplemental pay provisions used) shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) _____ years and
three (3) months, commencing on April 21, 2019 _____ and terminating, without further
notice to Coach, on July 31, 2024 _____ 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 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) ~~a)~~ — An annual salary as follows:
April 21, 2019 – July 31, 2019 = \$112,195 (\$31,353 prorated);
August 1, 2019 – July 31, 2020 = \$132,000;
August 1, 2020 – July 31, 2021 = \$137,000;
August 1, 2021 – July 31, 2022 = \$145,000;
August 1, 2022 – July 31, 2023 = \$155,000;
August 1, 2023 – July 31, 2024 = \$165,000;
~~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;
- b) The opportunity to receive such employee benefits as the University (College) provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements ~~-(except that in accordance with Board 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); and
- c) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and
- ~~de)~~ 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 and agrees that financial conditions may require the ~~President~~Chief Executive Officer, in the ~~President's~~Chief Executive Officer's discretion, to institute furloughs or to take such other actions consistent with Board policy as the ~~President~~Chief 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 Section 3.1.1(a) above.

~~3.2~~—3.2. Supplemental Compensation.

~~3.2.1~~—Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.2~~—Each year the Team is ranked in the top 25 in the (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.3~~—Each year Coach shall be eligible to receive supplemental compensation as detailed below. The Team is comprised of six (6) sports (Women's Cross Country (WCC), Men's Cross Country (MCC), Women's Indoor Track and Field (WIT), Men's Indoor Track and Field (MIT), and Women's Outdoor Track and Field (WOT), and Men's Outdoor Track and Field (MOT)). Incentive pay categories may be in an amount up to (amount or computation) based on performance per individual sport, on performance for combined sports (men's and women's combined or indoor and outdoor combined), on individual student-athlete the academic achievement, or for the entire Team, as noted below 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;

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~~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 as a document available to the public under the Idaho Public Records Act.~~

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

~~3.2.5 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 category 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).~~

3.2.1 Athletic Achievement Incentive Pay.

a) For per sport achievements (up to six times per year):

Championship incentive pay:
Conference Championship \$3,000

National ranking pay:
Top 5 National Ranking at end of season \$5,000 or
Top 10 National Ranking at end of season \$3,000 or
Top 15 National Ranking at end of season \$2,500 or
Top 20 National Ranking at end of season \$2,000 or
Top 25 National Ranking at end of season \$1,000

b) For per sport achievements (up to three times per year): [Men's and Women's Outdoor combined, Men's and Women's Indoor combined and Men's and Women's Cross Country combined]

Qualify Team for NCAA Regionals:
5 or more student-athletes \$750

<u>10 student-athletes</u>	<u>\$1,250</u>
<u>11 or more student-athletes</u>	<u>\$1,750</u>

Qualify Team for NCAA Nationals:

<u>5 student-athletes</u>	<u>\$1,250</u>
<u>6 or more student-athletes</u>	<u>\$1,750</u>

<u>Conference Coach of the Year</u>	<u>\$2,000</u>
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<u>NCAA Regional Coach of the Year</u>	<u>\$2,000</u>
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<u>NCAA National Coach of the Year</u>	<u>\$3,000</u>
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c) One time per academic year achievements:

<u>National Championship</u>	<u>\$15,000</u>
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d) Individual Student-Athlete achievement in any sport:

<u>Individual Conference Champion (per champion)</u>	<u>\$600</u>
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<u>NCAA Individual Champion (per champion)</u>	<u>\$1,500</u>
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<u>NCAA Individual Scorer [2 - 8 Finish] (per champion)</u>	<u>\$1,000</u>
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<u>All-American (Top 9-16 [WIT, MIT, WOT, MOT], Top 40 [WCC and MCC])</u>	<u>\$750</u>
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If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach within 45 days of the event or award giving rise to the Incentive Pay, if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

Coach may qualify for separate Academic Incentive Pay in each of the four (4) following sports (Women’s Cross Country (WCC), Men’s Cross Country (MCC), Women’s Track and Field (WTF) – indoor and outdoor, and Men’s Track and Field (MTF) – indoor and outdoor) if the annual Academic Progress Rate (“APR”) for a sport meets the following levels in the National Ranking:

National Rank within Sport

50 th -59.9%	=	\$500
60 th - 69.9 %	=	\$550
70 th – 79.9 %	=	\$600
80 th – 89.9%	=	\$750
90 th – 100%	=	\$3,000

For the purposes of clarification and for the avoidance of doubt, Coach may be eligible for up to four (4) separate annual Academic Incentive Payments per academic year. If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (NCAA), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors.

3.2.4. ~~6~~ ~~(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~ Coach agrees that the University ~~(College)~~ has the ~~priority~~exclusive right to operate ~~youth (Sport)~~ camps and/or clinics on its campus using University ~~(College)~~ facilities.

- a) ~~If the University exercises its right to operate camps and/or clinics on campus, the University~~ ~~The University (College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the ~~University’s~~University (College)’s camps and/or clinics in Coach’s capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~University’s~~University (College)’s ~~(Sport)~~ camps and/or clinics. ~~– Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach’s participation in the University’s~~University (College)’s summer (Sport) camps and/or clinics, the University ~~(College)~~ shall pay Coach ~~(amount) per year as~~ supplemental compensation during each year of his employment as ahead (Sport) coach at the University. ~~–(College). This amount shall be paid (terms of payment).~~

If the University allows ~~(SUMMER CAMP OPERATED BY COACH)~~ Coach to ~~may~~ operate camps and/or clinics ~~a summer youth (Sport) camp~~ at the University, such (College) under the following conditions:

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- ~~a) The summer youth camp operation shall be according to a reflects positively on the University (College) and the Department;~~
- ~~b) b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. Coach shall not use University (College) personnel, equipment, or facilities without the prior written agreement which shall include conditions such as: approval of the Director;~~
- ~~i) Coach compliancee) Assistant coaches at the University (College) are given priority when Coach or the private enterprise selects coaches to participate;~~
- ~~d) Coach complies with all NCAA, Mountain West (NAIA), Conference (Conference), Board, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps and/or clinics;~~
- ~~ii) Paymente) 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) Coach or private enterprise pays for use of University (College) facilities; and including the _____.~~
- ~~iii) Provision of proof of liability insurance~~
- ~~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 Exhibit A.~~
- ~~h) 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, 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 Coach or the private enterprise and not the University (College) while engaged in camp activities. 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. 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 and/or clinic~~ 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.

3.3. Footwear; Apparel; Equipment. ~~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 Coach's duties and obligations as head (Sport) coach.~~ In order to avoid entering into an agreement with a competitor of any University selected vendors, ~~(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 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.

3.4.3 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~~ with the policies, rules and regulations of the University ~~(College)~~, the Board, the ~~C~~onference, 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'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 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 ~~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 ~~AB~~. The applicable laws, policies, rules, and regulations include: (a) ~~the Board policies;~~ (b) ~~University (College)s (Faculty Staff) Handbook;~~ (c) ~~University (College)s Administrative Procedures Manual;~~ (d) ~~the policies of the Department;~~ (b) ~~the University's Policy Manual;~~ (c) ~~Board policies;~~ (d) ~~the~~ e) NCAA (or NAIA) rules and regulations; and ~~(f) the~~ rules and

regulations of the Conference; and (e) NCAA rules and regulations(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 unreasonably otherwise detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, (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 PresidentChief 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'sthe 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 withto 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, (College), the 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 PresidentChief Executive Officer and the 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.

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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 signing this Agreement, Coach has disclosed and will continue to disclose 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 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 Coach to participate in Programs related to 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 Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide 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’s University (College)’s designated media outlets.~~

4.9. Attendance at Specific Gatherings. 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.

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 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 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 ~~C~~onference 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'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) 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 Board, the ~~C~~onference, 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 Board, the ~~C~~onference, 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 Board, the ~~C~~onference, 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 Agreement.

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 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'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 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 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. ~~In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced by the amount of compensation paid Coach as a result of such other employment,~~

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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 with the University ~~(College)~~ health insurance plan and group life insurance as if 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 further agrees to repay to University all compensation received from the University ~~(College)~~ after the date other employment is obtained.

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 Coach may lose certain benefits, supplemental compensation, or outside compensation relating to 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 Coach recognizes that Coach's promise to work for University ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University ~~(College)~~ is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were -Coach to resign or otherwise terminate employment with the University ~~(College)~~ before the end of the Agreement term.

5.3.2 Coach 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 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 Coach terminates this Agreement for convenience, Coach shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, the following sum: (a) if the Agreement is terminated on

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or before July 31, 2020, the sum of \$50,000.00; (b) if the Agreement is terminated between August 1, 2020 and July 31, 2021 inclusive, the sum of \$30,000.00; (c) if the Agreement is terminated between August 1, 2021 and July 31, 2022 inclusive, the sum of \$10,000.00. 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 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, Coach shall forfeit to the extent permitted by law the 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'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 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 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 -Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because 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 Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which 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'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 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 Board policy, IDAPA 08.01.01 et seq., and the ~~University's~~University (College) (Faculty Staff) Handbook.

ARTICLE 6

6.1. Board Approval This Agreement shall not be effective unless approved by the Board 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 Board, 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 policies and ~~University's~~University (College)'s rules regarding financial exigency.

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

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

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

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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. -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)~~

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

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

Coach: Corey Ihmels

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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. 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 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 the Board if required under Board Policy II.H.

6.16. Opportunity to Consult with Attorney. Coach acknowledges that 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: _____

Signature: _____

Curt Apsey Printed
Name: _____
Athletic Director Chief Executive Officer

Corey Ihmels Printed
Name: _____
Head Track and Field & Cross Country Coach

Date: _____

Date: _____

Signature: _____

Martin E. Schimpf
Interim President

Approved by the Idaho State Board of Education on the _____ day of April,
2019, 20.

~~[*Note: Multiyear employment agreements requiring Board approval are defined Board Policy II.H.]~~

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EMPLOYMENT AGREEMENT

This Employment Agreement (~~the “Agreement”~~) is entered into ~~this _____ day of July, 2016~~ (~~“Effective Date”~~) by and between Boise State University (~~“the University”~~) and Corey Ihmels (~~“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 Track and Field & Cross Country 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 Athletic Director (~~of Athletics~~ (~~the “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’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. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach’s compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Sections 3.2.1 through 3.2.2 shall cease ~~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 five (5) years and three (3) months ~~years one (1) month~~, commencing on April 21, 2019 ~~July 1, 2016~~ and terminating, without further notice to Coach, on July 31, 2024 ~~2019~~ (~~the “Term”~~), 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 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 University’s Board of Education (Board) 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.

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) ~~An annual~~a) A salary as follows:
April 21, 2019 – July 31, 2019 = \$112,195 (\$31,353 prorated);
August 1, 2019 – July 31, 2020 = \$132,000 in the amount of \$107,000;
August 1, 2020 – July 31, 2021 = \$137,000;
August 1, 2021 – July 31, 2022 = \$145,000;
August 1, 2022 – July 31, 2023 = \$155,000;
August 1, 2023 – July 31, 2024 = \$165,000;
~~per year,~~ 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"~~ as the University provides generally to non-faculty exempt employees, provided that Coach qualifies;
- e) ~~The annual salary for such benefits by meeting all applicable eligibility requirements (except that this position includes compensation to employee in accordance with Board Policy II.H.6.b.ii, University 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); a courtesy vehicle; and~~
- c) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board. Insurance premiums for the assigned vehicle shall be paid by Coach. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted; and

- d) 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.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the 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 Section 3.1.1(a) above.

~~3.2~~ 3.2. Supplemental Compensation. Each year Coach shall be eligible to receive~~may earn~~ supplemental compensation as ~~follows:~~

~~3.2.1. Athletic Achievement Incentive Pay.~~

detailed below. The Team is comprised of six (6) sports (Women's Cross Country (WCC), Men's Cross Country (MCC), Women's Indoor Track and Field (WIT), Men's Indoor Track and Field (MIT), and Women's Outdoor Track and Field (WOT), and Men's Outdoor Track and Field (MOT)). Incentive pay categories may be~~Some Athletic Achievement Pay is~~ based on performance per individual sport, on performance for combined sports (men's and women's combined or indoor and outdoor combined),~~some are based~~ on individual student-athlete achievement, or for the entire Team, as noted below for each category~~and some are one-time annual occurrences.~~

~~3.2.1A.~~ Athletic Achievement Incentive Pay.

- a) For per sport achievements (up to six times per year):

Championship incentive pay:
 Conference Championship _____ \$3,000

National ranking pay:
 Top 5 National Ranking at end of season \$5,000 or
 Top 10 National Ranking at end of season \$3,000 or
 Top 15 National Ranking at end of season _____ \$2,500 or
 Top 20 National Ranking at end of season \$2,000 or
 Top 25 National Ranking at end of season \$1,000

- ~~b)~~ B. For per sport achievements (up to three times per year): [Men's and Women's Outdoor combined, Men's and Women's Indoor combined and Men's and Women's Cross Country combined]

Qualify Team for NCAA Regionals:	
5 or more student-athletes	-\$7500
10 student-athletes	\$1, 250000
11 or more student-athletes	\$1, 7500
Qualify Team for NCAA Nationals:	
5 student-athletes	\$1, 250000
6 or more student-athletes	\$1, 7500
Conference Coach of the Year	\$2,000
NCAA Regional Coach of the Year	\$2,000
NCAA National Coach of the Year	\$3,000 2,500

c) ~~C.~~ One time per academic year achievements:

National Championship	– \$1 50 ,000
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d) ~~D.~~ Individual Student-Athlete achievement in any sport:

Individual Conference Champion (per champion)	\$600—\$500
NCAA Individual Champion (per champion)	\$1,500
NCAA Individual Scorer [2 - 8 Finish] (per champion)	\$1,000
All-American (Top 9-16 [WIT, MIT, WOT, MOT], Top 40 [WCC and MCC])	\$750

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach within 45 days of the event or award giving rise to the Incentive Pay, if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

Coach may qualify for separate Academic Incentive Pay in each of the four (4) following sports—encompassing the Team (Women’s Cross Country (WCC), Men’s Cross Country (MCC), Women’s Track and Field (WTF) — indoor and outdoor, and; Men’s Track and Field (MTF) — indoor and

outdoor) if the annual Academic Progress Rate (“APR”) for a sport meets the following levels in the National Ranking:

<i>National Rank within Sport</i>		
50 th -59.9%	=	\$500
60 th - 69.9 %	=	\$550
70 th – 79.9 %	=	\$600
80 th – 89.9%	=	\$750
90 th – 100%	=	\$3,000

For the purposes of clarification and for the avoidance of doubt, Coach may be eligible for up to four (4) separate annual Academic Incentive Payments per academic year. If Coach qualifies for Academic Achievement Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the National Collegiate Athletic Association (“NCAA”), if Coach is still employed by the University on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion. -The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors.

~~Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reportable to the Board of Trustees as a document available to the public under the Idaho Public Records Act.~~

~~3.2.4. Coach may receive the compensation hereunder from the University or 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 Coach to participate in Programs related to Coach’s duties as an employee of the University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach’s services to and appear on the Programs and to cooperate in their production, broadcasting, and telecasting. Neither Coach nor any assistant coach shall appear without the prior written approval of the Director on any 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.~~

3.2.45. Coach agrees that the University has the ~~priority~~exclusive right to operate ~~athletic camps and/or clinics~~("Camps") on its campus using University facilities.

a) If the University exercises its right to operate camps and/or clinics on campus, the~~The~~ University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps and/or clinics~~Camps~~ in Coach's capacity as a University employee. ~~Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's camps and/or clinics.~~~~Camps.~~ Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's camps and/or clinics~~Camps~~, the University shall pay Coach supplemental compensation during each year of his employment as a coach at the University. ~~.~~

b) If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

i) Coach compliance with all NCAA, Mountain West Conference (Conference), Board, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;

ii) Payment for use of University facilities; and

iii) Provision of proof of liability insurance

~~3.2.6.—~~

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

3.3. Footwear; Apparel; Equipment. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student ~~_~~athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of ~~the~~ University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. ~~Coach shall also report such outside income~~

to the University in accordance with [Section 4.3 of this Agreement](#).~~NCAA rules.~~ 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.

3.43. 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](#)~~section 3.1.1 and paid from the University to Coach~~, 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 with the policies, rules and regulations of the University, the ~~University's Board of Trustees~~, 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 ~~Department's~~ ~~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 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 are attached as Exhibit A. The applicable laws, policies, rules, and regulations include ~~the following, as they may be amended from time to time:~~ (a) the policies of the Department; (Governing Policies and Procedures and Rule Manual of the University's Board of Trustees; (b) the University's Policy Manual; (c) Board~~the policies of the Department;~~ (d) NCAA rules and regulations; and ~~(e) the rules and regulations of the Conference; and (e) NCAA rules and regulations.~~

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 reasonable opinion of the University, the Department, would reflect adversely upon the University 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~~Coach may not~~ use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and.~~Coach~~ shall report the source and amount of all such income and benefits in accordance with~~to the President 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 work day preceding June 30th.~~ The report shall be in a format reasonably satisfactory to ~~the~~ 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 Board, the Conference, or the NCAA~~University's Board of Trustees, 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 (e.g., 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 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 ~~set forth herein~~ 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. Disclosure of Serious Misconduct. ~~Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose 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 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 Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide 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's designated media outlets.~~

4.9. Attendance at Specific Gatherings. ~~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 and, regulations, ~~and policies~~.

5.1.1. In addition to the definitions contained in applicable rules and ~~regulations, policies, the~~ 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 ~~A~~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 policies, rules, or regulations of the University, the ~~University's Board of Trustees~~, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or ~~NAIA National Association of Interscholastic 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 Board of Trustees~~, 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 Board of Trustees~~, 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 Board of Trustees~~, 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.
- j) [The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.](#)

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 ~~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, ~~the~~ 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 ~~S~~section applies to violations occurring at the University or at previous institutions at which Coach was employed.

5.2. Termination of Coach for Convenience of University.

5.2.1- At any time after commencement of this Agreement, ~~the~~ 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 ~~the~~ University terminates this Agreement for its own convenience, ~~the~~ University shall be obligated to pay ~~to~~ Coach, as liquidated damages and not a penalty, the ~~“base salary”~~ set forth in ~~S~~section 3.1.1(a), excluding all deductions required by law, on the regular paydays of ~~the~~ University until the ~~t~~Term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. ~~In, 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 ~~S~~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 ~~with the~~ University health insurance plan and group life insurance as if Coach 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 ~~the~~ University within ten ~~(10)~~ business days of obtaining other employment, and to advise ~~the~~ 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 the University shall constitute a material breach of this Agreement and the 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 ~~the~~ University all compensation ~~received from~~ paid by the University after the date ~~Coach obtains~~ other employment, ~~to which Coach is obtained.~~ ~~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 Coach may lose certain benefits, supplemental compensation, or outside compensation relating to ~~Coach’s~~ employment with ~~the~~ University, which damages are extremely difficult to determine with certainty. ~~The~~ parties further agree that the payment of such liquidated damages by ~~the~~ 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 ~~the~~ 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- Coach recognizes that Coach's promise to work for ~~the~~ University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate ~~Coach's~~ employment with the University before the end of the Agreement term~~contract Term~~.

5.3.2- Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after ~~such~~ written 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 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 Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: (a) if the Agreement is terminated on or before July 31, 2020~~17~~, the sum of \$~~5020~~0,000.00; (b) if the Agreement is terminated between August 1, 2020~~17~~ and July 31, 2021 inclusive, the sum of \$30,000.00; (c) if the Agreement is terminated between August 1, 2021 and July 31, 2022~~2018~~ inclusive, the sum of \$10,000.00. 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 ~~, 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 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 the University shall constitute adequate and reasonable compensation to the 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 terminates 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, Coach shall forfeit to the extent permitted by law the Coach's right to receive all supplemental compensation and other payments ~~and all accumulated annual leave~~.

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

Corey Ihmels Contract
~~2016 to 2019~~ to 2024

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BAHR - SECTION I

TAB 1 Page 13

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~~Position~~, 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 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 Coach's estate or beneficiaries thereunder.

5.4.3- If this Agreement is terminated because 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 Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5. Interference by Coach. In the event of termination, suspension, or reassignment ~~or termination~~, 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 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 policy, IDAPA of Education Rule Manual (ID. ADMIN. CODE r. 08.01.01 et seq.,) and the University's policies~~Governing Policies and Procedures Manual, and University Policies~~.

ARTICLE 6

6.1. Board Approval- This Agreement shall not be effective ~~until and~~ unless approved byof 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 ~~policies of Trustees~~ and University's rules ~~or policies~~ regarding ~~furloughs or~~ financial exigency.

6.2. University Property. All personal property (excluding vehicle(s) provided through the courtesy car program),⁵ 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 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 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 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. Confidentiality. This Agreement and Non-Confidentiality. ~~Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by Coach. Coach further agrees that~~ all documents and reports Coach is required to produce under

this Agreement may be released and made available to the public ~~by~~ the ~~University~~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: Boise State University
Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

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

Coach: Corey Ihmels
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. 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 ~~Coach's~~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 ~~of 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 the [University's Board](#) [if required under Board Policy II.Hof Trustees](#).

6.16. Opportunity to Consult with Attorney. Coach acknowledges that 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

COACH

Signature: _____

Signature: _____

Curt Apsey
Athletic Director

Corey Ihmels
Head Track and Field & Cross Country Coach

Date: _____

Date: _____

Signature: _____

Martin E. Schimpf
Interim President

Approved by the Idaho State Board of Education on the _____ day of April, 2019.

~~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 _____

Corey Ihmels Contract
~~2016 to 2019~~ to 2024

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Curt Apsey, Director of Athletics

Corey Ihmels, Head Track and Field & Cross
Country Coach

Dr. Robert Kustra, President

Coach Corey Ihmels Maximum Compensation Calculation - 2019-2024

		2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
3.1.1a	Annual Base Salary	\$ 112,195	\$ 132,000	\$ 137,000	\$ 145,000	\$ 155,000	\$ 165,000
3.2.1	Additional Pay based on Performance	\$ 86,500	\$ 94,500	\$ 94,500	\$ 94,500	\$ 94,500	\$ 94,500
3.2.1.D	Additional Pay based on Performance	Indeterminate	Indeterminate	Indeterminate	Indeterminate	Indeterminate	Indeterminate
3.2.2	Additional Pay based on Academic Achievement	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
	Total Maximum potential annual compensation under Employment Agreement	\$ 210,695	\$ 238,500	\$ 243,500	\$ 251,500	\$ 261,500	\$ 271,500

**Salary and Incentive Comparisons
Head Track Cross Country Coaches in Mountain West Conference**

Coach	School	Base Salary	Incentives																																						
Ralph Lindeman	Air Force	Not available	NA																																						
Corey Ihmels	Boise State	\$ 112,195	<p>The Team is comprised of six (6) sports (Women's Cross Country (WCC), Men's Cross Country (MCC), Women's Indoor Track and Field (WIT), Men's Indoor Track and Field (MIT), and Women's Outdoor Track and Field (WOT), and Men's Outdoor Track and Field (MOT)). Some Athletic Achievement Pay is based on performance per individual sport, some are based on individual student-athlete achievement, and some are one-time annual occurrences.</p> <p><u>A. For per sport achievements (up to six times per year):</u></p> <p>Championship incentive pay:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">Conference Championship</td> <td style="text-align: right; padding-left: 20px;">\$3,000</td> </tr> </table> <p>National ranking pay:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">Top 5 National Ranking at end of season</td> <td style="text-align: right; padding-left: 20px;">\$5,000 or</td> </tr> <tr> <td style="padding-left: 20px;">Top 10 National Ranking at end of season</td> <td style="text-align: right; padding-left: 20px;">\$3,000 or</td> </tr> <tr> <td style="padding-left: 20px;">Top 15 National Ranking at end of season</td> <td style="text-align: right; padding-left: 20px;">\$2,500 or</td> </tr> <tr> <td style="padding-left: 20px;">Top 20 National Ranking at end of season</td> <td style="text-align: right; padding-left: 20px;">\$2,000 or</td> </tr> <tr> <td style="padding-left: 20px;">Top 25 National Ranking at end of season</td> <td style="text-align: right; padding-left: 20px;">\$1,000</td> </tr> </table> <p><u>B. For per sport achievements (up to three times per year):</u> [Men's and Women's Outdoor combined, Men's and Women's Indoor combined and Men's and Women's Cross Country combined]</p> <p>Qualify Team for NCAA Regionals:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">5 or more student-athletes</td> <td style="text-align: right; padding-left: 20px;">\$750</td> </tr> <tr> <td style="padding-left: 20px;">10 student-athletes</td> <td style="text-align: right; padding-left: 20px;">\$1,250</td> </tr> <tr> <td style="padding-left: 20px;">11 or more student-athletes</td> <td style="text-align: right; padding-left: 20px;">\$1,750</td> </tr> </table> <p>Qualify Team NCAA Nationals:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">5 student-athletes</td> <td style="text-align: right; padding-left: 20px;">\$1,250</td> </tr> <tr> <td style="padding-left: 20px;">6 or more student-athletes</td> <td style="text-align: right; padding-left: 20px;">\$1,750</td> </tr> </table> <p>Conference Coach of the Year</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;"></td> <td style="text-align: right; padding-left: 20px;">\$2,000</td> </tr> </table> <p>NCAA Regional Coach of the Year</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;"></td> <td style="text-align: right; padding-left: 20px;">\$2,000</td> </tr> </table> <p>NCAA National Coach of the Year</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;"></td> <td style="text-align: right; padding-left: 20px;">\$3,000</td> </tr> </table> <p><u>C. One time per academic year achievements:</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">National Championship</td> <td style="text-align: right; padding-left: 20px;">\$15,000</td> </tr> </table> <p><u>D. Individual Student-Athlete achievement in any sport:</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">Individual Conference Champion (per champion)</td> <td style="text-align: right; padding-left: 20px;">\$600</td> </tr> <tr> <td style="padding-left: 20px;">NCAA Individual Champion (per champion)</td> <td style="text-align: right; padding-left: 20px;">\$1,500</td> </tr> <tr> <td style="padding-left: 20px;">NCAA Individual Scorer [2 - 8 Finish] (per champion)</td> <td style="text-align: right; padding-left: 20px;">\$1,000</td> </tr> </table> <p>All-American</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">(Top 9-16 [WIT, MIT, WOT, MOT], Top 40 [WCC and MCC])</td> <td style="text-align: right; padding-left: 20px;">\$750</td> </tr> </table> <p><i>If Coach qualifies for Athletic Achievement Incentive Pay under this</i></p>	Conference Championship	\$3,000	Top 5 National Ranking at end of season	\$5,000 or	Top 10 National Ranking at end of season	\$3,000 or	Top 15 National Ranking at end of season	\$2,500 or	Top 20 National Ranking at end of season	\$2,000 or	Top 25 National Ranking at end of season	\$1,000	5 or more student-athletes	\$750	10 student-athletes	\$1,250	11 or more student-athletes	\$1,750	5 student-athletes	\$1,250	6 or more student-athletes	\$1,750		\$2,000		\$2,000		\$3,000	National Championship	\$15,000	Individual Conference Champion (per champion)	\$600	NCAA Individual Champion (per champion)	\$1,500	NCAA Individual Scorer [2 - 8 Finish] (per champion)	\$1,000	(Top 9-16 [WIT, MIT, WOT, MOT], Top 40 [WCC and MCC])	\$750
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Salary and Incentive Comparisons
Head Track Cross Country Coaches in Mountain West Conference

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach within 45 days of the event or award giving rise to the Incentive Pay, if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

Coach may qualify for separate Academic Incentive Pay in each of the four (4) sports encompassing the Team (Women's Cross Country (WCC), Men's Cross Country (MCC), Women's Track and Field (WTF), Men's Track and Field (MTF) if the annual Academic Progress Rate ("APR") for a sport meets the following levels in the National Ranking:

<i>National Rank within Sport</i>		
50 th - 59.9%	=	\$500
60 th - 69.9%	=	\$550
70 th - 79.9%	=	\$600
80 th - 89.9%	=	\$750
90 th - 100%	=	\$3,000

Salary and Incentive Comparisons
Head Track Cross Country Coaches in Mountain West Conference

Brian Bedard	Colorado State	\$ 103,405	NA
Scott Winsor	Fresno State	\$ 94,488	<p>5.01 Compensation.</p> <p>a. Base Salary. The base salary paid by the University to Employee for his/her services and the satisfactory performance of the terms and conditions of this Appointment Letter in the position of Head Men's and Women's Track and Field/Cross Country Coach shall be at the rate of \$7,874.00 per month or \$94,488.00 on an annual basis, payable in equal monthly warrants by the University to Employee on or about the last day of each consecutive calendar month during the term of this appointment.</p> <p>b. Supplemental Compensation. The Fresno State Athletic Corporation shall pay to the Employee supplemental compensation based upon the criteria set forth below so long as Employee is employed by California State University, Fresno in the position of Head Men's and Women's Track and Field/Cross Country Coach. All annual bonuses will undergo the process of determination at the completion of each fiscal year. The process will continue until all applicable data has been quantified and confirmed, but will be paid out no later than November 30th of the following fiscal year.</p> <p>1) Achievement of Annual NCAA APR (Women's only)*</p> <ul style="list-style-type: none"> a. Above 950 provides \$1,100 b. Above 970 provides \$2,200 <p>2) Annual Team GPA (Men's and Women's)</p> <ul style="list-style-type: none"> a. 3.0 to 3.199 provides \$1,100 b. 3.2 and above provides \$2,200 <p>3) Mountain West Conference Achievement</p> <p>4) (Each of the five sports of supervision is considered as separate achievements)</p> <ul style="list-style-type: none"> a. Regular season champion or co-champion provides \$3,300 b. Coach of the Year award provides additional \$1,100 <p>5) NCAA Participation</p> <ul style="list-style-type: none"> a. Each individual qualifier for the NCAA Championship provides \$275 b. Each qualified relay team for the NCAA Championship provides \$275 c. Each individual and/or relay team named NCAA All-American provides \$550 d. Each individual and/or relay team achieving NCAA National Champion status provides \$1,100 <p>6) National Finish (NCAA Championship Final Team Standings)</p> <ul style="list-style-type: none"> a. Top 20 provides \$1,100 b. Top 10 provides \$3,300 c. National Championship provides \$11,000 <i>Only one may be awarded</i> <p>7) Use of Automobile: The Fresno State Athletic Corporation will provide Employee with the exclusive use of an automobile, including insurance, repairs and gas. The Employee is responsible for payment of gas for the Employee's personal use of the vehicle. Any personal use of the vehicle by the Employee is considered as imputed income for tax purposes.</p>

**Salary and Incentive Comparisons
Head Track Cross Country Coaches in Mountain West Conference**

Tim Boyce	Hawaii	\$ 83,496	<p>A. <u>Conference Achievements.</u> In the case of a tie for the Conference championship, Coach will be entitled to this bonus. It is understood that Coach shall receive only one (1) incentive payment in the event more than one (1) of the Teams attains this achievement.</p> <p>i. Team wins the Conference championship and/or participates in the National Collegiate Athletic Association ("NCAA") Championship 10% of annual base salary</p> <p><u>NCAA Achievements.</u> It is understood that Coach shall receive only one (1) incentive payment for each of the below categories in the event more than one (1) of the Teams or their members attain any of the following achievements.</p> <p>i. If the Team is not selected to participate in the NCAA Championship, a student-athlete individually participates in the NCAA Championship 2% of annual base salary for every student-athlete that participates (up to a maximum of five (5) student-athletes from the Teams)</p> <p>ii. Team wins the NCAA National Championship 20% of annual base salary</p> <p>C. <u>Coach of the Year Achievements.</u> These bonuses under this Subsection C are cumulative and apply in full if any such award is solo or shared. It is understood that Coach shall receive only one (1) incentive payment for each of the below categories in the event Coach attains the achievement for more than one (1) of the Teams.</p> <p>i. Conference Coach of the Year 5% of annual base</p>
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**Salary and Incentive Comparisons
Head Track Cross Country Coaches in Mountain West Conference**

			<p align="right">salary</p> <p>ii. National Coach of the Year (United States Track and Field and Cross Country Coaches Association – USTFCCCA) 10% of annual base salary</p> <p>University may provide Coach the opportunity to participate in an Athletics Department courtesy car program, if available, in accordance with the following provisions:</p> <ul style="list-style-type: none"> i. The Athletics Director or designee shall administer the car program; ii. Under no circumstances shall Coach solicit auto dealers for cars; iii. Coach shall obtain necessary auto insurance at Coach's own expense in accordance with State laws and/or requirements of the auto dealer; iv. Coach shall be personally responsible for care and maintenance of the car; and v. The auto dealer and/or the Athletics Director may terminate the courtesy car program agreement at any time. <p>Each year, so long as this Agreement is in effect and subject to availability from private sponsorship, Coach may be provided a gas card redeemable for up to \$2,000 (Two Thousand and no/100 Dollars) in gas; and</p>
Shantel Twiggs (women's only)	Nevada	\$ 79,452	NA

Salary and Incentive Comparisons
Head Track Cross Country Coaches in Mountain West Conference

Joe Franklin	New Mexico	\$ 115,000	<p><u>SALARY AND CONTRACT PERIOD:</u> The contract term shall be for five (5) years for the period July 1, 2016 through June 30, 2021 (the “Contract Term”), which constitutes five (5) separate and distinct contract employment years (each a “Contract Employment Year” or collectively the “Contract Employment Years”). Coach Franklin’s base salary will be One Hundred and Fifteen Thousand Dollars (\$115,000.00) per Contract Employment Year. Effective July 1, 2017, and each Contract Employment Year thereafter within the Contract Term, Coach Franklin’s base salary may be adjusted in accordance with the Regents’ annual salary review for staff as provided in University Administrative Policies and Procedures Manual (UAPPM) #3500, Wage and Salary Administration, Section 4.1. Coach Franklin understands and agrees that this Agreement does not guarantee or entitle Coach Franklin to any annual increases in base salary. Employer-paid fringe benefits shall be paid in addition to the base salary consistent with University policies, provided, however, that Coach Franklin may accrue up to 168 hours of paid annual leave but will not be entitled to payment for unused annual leave upon separation from employment as provided in UAPPM #3400, Annual Leave, Section 7.</p> <p><u>OTHER COMPENSATION:</u> Coach Franklin may be granted the following compensatory benefits during the period of performance of this Agreement:</p> <ol style="list-style-type: none"> a. <u>Car Donor Program:</u> Subject to availability and at the discretion of the VPIA, in accordance with the car donor program and in cooperation with local Albuquerque car and truck dealers, the University may provide a courtesy car for Coach Franklin’s personal and business use. Coach Franklin shall be responsible for obtaining automobile liability insurance in accordance with insurance laws of the State of New Mexico, and will name the University as a third party beneficiary of such insurance policies. In addition, Coach Franklin shall comply with all other federal and state laws, National Collegiate Athletic Association (NCAA) rules, University policies, and any other policies or directives of the Athletic Department applicable to the car donor program. Coach Franklin understands and agrees that the provision of a courtesy car is in the exclusive discretion of the VPIA, and that Coach Franklin will surrender any courtesy car provided upon request of the VPIA. Coach Franklin further understands and agrees that any courtesy car provided pursuant to this paragraph constitutes taxable compensation to b. <u>Incentive Payments:</u> An incentive payment is a direct cash payment over and above the Coach Franklin’s base salary, in an amount to be determined by the VPIA in his exclusive discretion and subject to availability of funds. Coach Franklin is eligible for an incentive payment upon achieving performance criteria established by the VPIA in his exclusive discretion, and which are subject to annual review and revision by the VPIA. Coach Franklin will be eligible for such incentive salary payments after completing the Contract Employment Year in which the incentive is earned. Incentive payments, if any, will be paid no later than sixty (60) days after the end of such Contract Employment Year. No incentive salary payments will be paid in any Contract Employment Year where the team either exceeds its approved budget or has any academically ineligible players after summer school. Coach Franklin understands and agrees that incentive payments, if any, are taxable compensation to her and that Coach Franklin is solely responsible for the tax consequences associated therewith. c. All compensatory benefits are subject to compliance with University policies and procedures, the Mountain West Conference (MWC) rules and regulations, and the NCAA policies and procedures.
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**Salary and Incentive Comparisons
Head Track Cross Country Coaches in Mountain West Conference**

Sheila Burrell (women's only)	San Diego State	\$ 115,896	NA
Kendra Reimer-Gonzales	San Jose State	\$ 96,000	NA
Yvonne Wade (women's only)	UNLV	\$ 75,000	NA
Matt Ingebritsen	Utah State	\$ 51,180	NA
Bryan Berryhill	Wyoming	\$ 88,008	<p><u>SUPPLEMENTAL BENEFITS</u> During the term of Employee's appointment as Head Coach for Men's & Women's Track and Field/Cross Country, Employee shall receive supplemental benefits in the form of 4 complimentary season tickets for all applicable University of Wyoming home (athletic) competitions and a University stipend for a cell phone (e.g., iPhone, etc.). In addition, the Employee may be eligible for additional</p> <p><u>ADDITIONAL COMPENSATION</u> In addition to the University base salary and supplemental benefits, the University recognizes that the Head Coach for Men's & Women's Track and Field/Cross Country has the opportunity to receive additional income from outside sources such as, but not limited to: shoe, apparel, equipment, and ball contracts, independent speaking engagements, and camps and clinics. In accordance with NCAA and University policies, all agreements for such additional compensation must be submitted annually for prior written approval by the Athletic Director, with the concurrence by the President of the University, which, in either case, shall not be unreasonably withheld, and kept on file in the office of the Athletic Director or his/her Designee. Any additional compensation must be reported on NCAA Outside Income Forms per NCAA regulations.</p> <p><u>ACADEMIC ACHIEVEMENT AWARDS</u> Grade Point Average (GPA): Employee shall receive \$500 for each year in which the cumulative team GPA is a 3.0 or higher at the end of the full academic year including summer. For purposes of this incentive the following provisions apply:</p> <ol style="list-style-type: none"> Men's cross country, women's cross country, men's indoor track, women's indoor track, men's outdoor track and women's outdoor track shall be considered six separate "teams." The annual "team" shall be defined as the official squad list that is sent to the MWC prior to the 1st date of competition. The annual "team" GPA shall be calculated using the following parameters: The GPA shall be calculated at the end of the full academic year including the following summer. For example, when calculating the annual "team" GPA for the 2016-2017 academic year, the fall 2016, spring 2017 and summer 2017 term GPAs will be utilized. <ul style="list-style-type: none"> The exception to this rule will be that the summer term <i>prior to</i> the academic year will be included in the calculation for any newcomers (including those newcomers receiving an athletic scholarship and those not receiving an athletic scholarship) who took summer school prior to initial enrollment. Thus, when calculating the annual "team" GPA for the 2016-2017 academic year, the summer 2016 (only for newcomers taking summer school prior to initial enrollment), the fall 2016, spring 2017 and summer 2017 term GPAs will be utilized. The annual "team" GPA will be calculated using the Quality (GPA) Hours and Quality Points earned for each term as outlined above. <p>3. The annual "team" GPA shall be calculated by the Athletic Office of Academic Support.</p> <p>Any incentive compensation for achieving academic performance goals that is earned by</p>

Salary and Incentive Comparisons
Head Track Cross Country Coaches in Mountain West Conference

ATTACHMENT 5

Any incentive compensation for achieving academic performance goals shall be payable to Employee by the University within thirty (30) days following the end of the full academic year including summer.

COMPETITIVE EXCELLENCE - ACHIEVEMENT AWARD

Employee will be eligible for a \$1,000 competitive excellence achievement award for each year in which a team finishes in the top 3 at the conference championships. For purposes of this incentive the following provisions apply:

1. Men's cross country, women's cross country, men's indoor track, women's indoor track, men's outdoor track and women's outdoor track shall be considered six separate "teams."

Max Compensation Calculation for Athletic Incentives
Corey Ihmels - Head Coach

ATTACHMENT 6

Current Contract - Athletic Incentives

A. For per sport achievements (up to six times per year):		
Championship incentive pay:		
Conference Championship	\$3,000	\$18,000
National ranking pay:		
Top 5 National Ranking at end of season	\$5,000 or	\$30,000
Top 10 National Ranking at end of season	\$3,000 or	
Top 15 National Ranking at end of season	\$2,500 or	
Top 20 National Ranking at end of season	\$2,000 or	
Top 25 National Ranking at end of season	\$1,000	
B. For per sport achievements (up to three times per year): [Men's and Women's Outdoor combined, Men's and Women's Indoor combined and Men's and Women's Cross Country combined]		
Qualify Team for NCAA Regionals:		
5 or more student-athletes	\$500	\$4,500
10 student-athletes	\$1,000	
11 or more student-athletes	\$1,500	
Qualify Team NCAA Nationals:		
5 student-athletes	\$1,000	\$4,500
6 or more student-athletes	\$1,500	
Conference Coach of the Year	\$2,000	\$6,000
NCAA Regional Coach of the Year	\$2,000	\$6,000
NCAA National Coach of the Year	\$2,500	\$7,500
C. One time per academic year achievements:		
National Championship	\$10,000	\$10,000
D. Individual Student-Athlete achievement in any sport:		
Individual Conference Champion (per champion)	\$500	Indeterminate
NCAA Individual Champion (per champion)	\$1,500	Indeterminate
NCAA Individual Scorer [2 - 8 Finish] (per champion)	\$1,000	Indeterminate
All-American (Top 9-16 [WIT, MIT, WOT, MOT], Top 40 [WCC and MCC])	\$750	Indeterminate

Current Max Compensation \$86,500

Proposed Contract Changes - Athletic Incentives

A. For per sport achievements (up to six times per year):		
Championship incentive pay:		
Conference Championship	\$3,000	\$18,000
National ranking pay:		
Top 5 National Ranking at end of season	\$5,000 or	\$30,000
Top 10 National Ranking at end of season	\$3,000 or	
Top 15 National Ranking at end of season	\$2,500 or	
Top 20 National Ranking at end of season	\$2,000 or	
Top 25 National Ranking at end of season	\$1,000	
B. For per sport achievements (up to three times per year): [Men's and Women's Outdoor combined, Men's and Women's Indoor combined and Men's and Women's Cross Country combined]		
Qualify Team for NCAA Regionals:		
5 or more student-athletes	\$750	\$5,250
10 student-athletes	\$1,250	
11 or more student-athletes	\$1,750	
Qualify Team NCAA Nationals:		
5 student-athletes	\$1,250	\$5,250
6 or more student-athletes	\$1,750	
Conference Coach of the Year	\$2,000	\$6,000
NCAA Regional Coach of the Year	\$2,000	\$6,000
NCAA National Coach of the Year	\$3,000	\$9,000
C. One time per academic year achievements:		
National Championship	\$15,000	\$15,000
D. Individual Student-Athlete achievement in any sport:		
Individual Conference Champion (per champion)	\$600	Indeterminate
NCAA Individual Champion (per champion)	\$1,500	Indeterminate
NCAA Individual Scorer [2 - 8 Finish] (per champion)	\$1,000	Indeterminate
All-American (Top 9-16 [WIT, MIT, WOT, MOT], Top 40 [WCC and MCC])	\$750	Indeterminate

Proposed Max Compensation \$94,500

BOISE STATE UNIVERSITY

APR History and National Percentile Rank

Men's and Women's Track & Field and Cross-Country

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2013-14	2014-15	2015-16	2016-17
Women's Cross-Country	1000	1000	973	1000
<i>National % Rank by Sport</i>	<i>90-100</i>	<i>90-100</i>	<i>10-20</i>	<i>90-100</i>

	2013-14	2014-15	2015-16	2016-17
Women's Track & Field	992	1000	955	981
<i>National % Rank by Sport</i>	<i>70-80</i>	<i>90-100</i>	<i>0-10</i>	<i>30-40</i>

	2013-14	2014-15	2015-16	2016-17
Men's Cross-Country	824	1000	1000	1000
<i>National % Rank by Sport</i>	<i>0-10</i>	<i>90-100</i>	<i>90-100</i>	<i>90-100</i>

	2013-14	2014-15	2015-16	2016-17
Men's Track & Field	889	1000	1000	1000
<i>National % Rank by Sport</i>	<i>0-10</i>	<i>90-100</i>	<i>90-100</i>	<i>90-100</i>

MULTI-YEAR APR (4-Year Rolling Average)				
Women's Cross-Country	963	996	993	997
Women's Track & Field	977	985	973	979
Men's Cross-Country	945	950	964	967
Men's Track & Field	948	958	955	973

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

Liquidated Damages
Head Track and Cross Country Coaches in Mountain West Conference

ATTACHMENT 8

Coach	School	Length of Contract	2018-19 Salary	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Ralph Lindeman	Air Force	NA	NA	NO	NA	None
Corey Ihmels	Boise State	5 years	\$ 112,195	YES	Sliding Scale	5.3.3 If 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 Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: (a) if the Agreement is terminated on or before July 31, 2020, the sum of \$50,000.00; (b) if the Agreement is terminated between August 1, 2020 and July 31, 2021 inclusive, the sum of \$30,000.00; (c) if the Agreement is terminated between August 1, 2021 and July 31, 2022 inclusive, the sum of \$10,000.00. 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.
Brian Bedard	Colorado State	at will	\$ 103,405	NO	NA	None
Scott Winsor	Fresno State	3 years	\$ 94,488	NO	NA	Limitation. Employee has special, exceptional and unique knowledge, skill and ability as a coach at the intercollegiate level which, in addition to the continued acquisition of coaching experience at the University, as well as the University's special need for continuity in its athletics program, renders Employee's services unique. Employee shall not seek, discuss or negotiate for employment requiring performance of duties prior to the expiration or termination of this Appointment Letter without first personally notifying the Director of Athletics.
						TERMINATION OF AGREEMENT BY COACH. A. Coach may terminate this Agreement without legal or equitable penalty (including any payment of liquidated damages as referenced below) by giving verbal and written notice to the Athletics Director at least sixty (60) days in advance of termination that 1) termination of the Agreement will occur within the thirty day period following the last scheduled regular season contest or, if applicable, last post-season contest, or 2) if in the last year of this Agreement, giving verbal and written notice to the Athletics Director that termination of the Agreement will occur at any time following the last scheduled regular season contest or, if applicable, last post-season contest. If Coach voluntarily terminates this Agreement prior to the end of the term set forth in Section 2.A above and without providing sixty (60) days written

Liquidated Damages
Head Track and Cross Country Coaches in Mountain West Conference

Tim Boyce	Hawaii	3 years	\$ 83,496	YES	Flat Rate

notice to the Athletics Director as set forth in Section 9.A, then Coach shall pay the University as liquidated damages, a lump sum amount equal to fifty percent (50%) of Coach's then annual base salary within ninety (90) days of the date on which the termination occurs. This payment is the University's exclusive remedy subject to Coach also complying with Coach's obligations under Sections 1.E, 8.A.viii, and 10. Coach shall not be liable or responsible for any other damages or loss to University, and the liquidated damage amount to be paid by Coach to University is in lieu of any and all other legal remedies or equitable relief and without regard to any mitigation of damages or loss that University obtains.

In addition to the payment of liquidated damages as provided above in the event of a termination by the Coach, Coach will be obligated to reimburse University for any non-work related expenses incurred by Coach and paid through University.

Other than outlined in this Section, the Coach shall have no other obligation to the University. Specifically, the Coach shall not be obligated to pay anything more or other than the liquidated damages calculated above as of the date of termination.

The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation or outside compensation relating to his employment at University, which are extremely difficult to determine with certainty, or fairly or adequately, and that the University may incur financial expenses and

losses and suffer other injuries or damages as a result of Coach's termination of this Agreement, which are extremely difficult to determine with certainty, or fairly or adequately.

Liquidated Damages
Head Track and Cross Country Coaches in Mountain West Conference

ATTACHMENT 8

						<p>iv. Coach and University further agree that payment of such liquidated damages by Coach and acceptance thereof by University shall constitute adequate and reasonable compensation to University for loss, damages and injury suffered because of such termination by Coach. The foregoing shall not be construed to be a penalty.</p> <p>In the event of such termination by the Coach, all compensation, performance incentives and other benefits furnished by the University in this Agreement will terminate on the date of termination of this Agreement by the Coach, and the University will not be liable to Coach in any way for compensation, performance incentives, and/or other benefits, including any collateral business opportunities, personal services contracts, or other benefits associated with Coach's position as Head Coach of the Sports Program.</p>
Shantel Twiggs (women's only)	Nevada	at will	\$ 79,452	NO	NA	None
Joe Franklin	New Mexico	5 years	\$ 115,000	YES	Flat Rate	<p>10. TERMINATION BY REQUEST OF COACH FRANKLIN: Coach Franklin may terminate this Agreement at any time upon thirty (30) days' notice to the VPIA. In the event that Coach Franklin terminates this Agreement pursuant to this paragraph, the University shall have no further liability except for base salary as specified in paragraph 2 above accrued to the date of termination. Coach Franklin understands and agrees that termination of this Agreement pursuant to this paragraph prior to the expiration of the Contract Term of this Agreement will cause irreparable harm to the reputation and athletic programs of the University in an amount not capable of precise calculation or quantification. Therefore, Coach Franklin agrees to pay to the University, as liquidated damages (the "Liquidated Damages") and not as penalty, a sum of Twenty Five Thousand Dollars (\$25,000.00) in the event that Coach Franklin terminates this Agreement pursuant to this paragraph at any time. Any Liquidated Damages sum shall be paid in full to the University within sixty (60) days of termination. Failure to pay the full Liquidated Damages sum shall constitute a material and actionable breach of this Agreement. The Liquidated Damages shall be the University's sole and exclusive quantification and limitation of Coach Franklin's damages owed to the University pursuant to this paragraph and the University shall seek no other remedies or damages whatsoever against Coach Franklin related to Coach Franklin's termination of this Agreement</p> <p>(c) Notice. Coach Franklin shall promptly, but no less than ten (10) days from acceptance of other employment, notify the VPIA in writing of such employment and the total compensation to be paid to Coach Franklin for the employment during the Term of this Agreement (had it naturally expired). In addition, Coach Franklin agrees to provide the University with a copy of his W-2 form for each calendar year as long as the University has the obligation to make severance payments under this paragraph 11.</p> <p>Except as otherwise expressly provided in this paragraph, all rights and obligations due from each party to the other under this Agreement shall cease upon the effective date of termination as set forth in the written notice required by this paragraph.</p>
Shelia Burrell (women's only)	San Diego State	1 year (temp)	\$ 115,896	NO	NA	None
Kendra Reimer-Gonzales	San Jose State	at will	\$ 96,000	NO	NA	None
Yvonne Wade (women's only)	UNLV	at will	\$ 75,000	NO	NA	None
Matt Ingebritsen	Utah State	at will	\$ 51,180	NO	NA	None

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Bryan Berryhill	Wyoming	3 years	\$ 88,008	NO	NA	<p><u>CONCLUSION OF APPOINTMENT/VOLUNTARY RESIGNATION</u> If not renewed, Employee's appointment as Head Coach for Men's & Women's Track and Field/Cross Country will end at the conclusion of the stated period of this Agreement in Section 1, except as extended by mutual agreement of the Parties.</p> <p>Otherwise, the Employee may voluntarily terminate this Agreement, and the Employee shall forgo any supplemental salaries and awards. Supplemental salaries, incentive supplements and awards, and any other additional compensation conferred by virtue of his University employment will terminate upon the date of separation of Employee from the University.</p>
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*Sliding Scale, Flat Rate, Tied to years in contract