

**BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 20, 2019**

TAB	DESCRIPTION	ACTION
1	CHIEF EXECUTIVE OFFICER COMPENSATION	Motion to approve
2	BOISE STATE UNIVERSITY Multi-Year Employment Agreement – Head Women’s Basketball Coach	Motion to approve
3	IDAHO STATE UNIVERSITY Multi-Year Employment Agreement – Head Men’s Basketball Coach	Motion to approve

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SUBJECT

Chief Executive Officer Salaries

REFERENCE

June 2018

The Idaho State Board of Education (Board) approved Chief Executive Officer salaries.

APPLICABLE STATUTES, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.E.2.d. and e.

Idaho Code §33-102A

ALIGNMENT WITH STRATEGIC PLAN

Chief Executive Officer salary adjustments are a non-strategic Board governance agenda item.

BACKGROUND/DISCUSSION

Per a March 22, 2019 guidance memo from the Division of Financial Management (DFM) and Division of Human Resources, “[p]ay increases for [agency] directors will be determined by the Governor. For those reporting to a Board or Commission, the governing board shall make a recommendation in a letter to the Governor for his review by May 6, 2019.”

Idaho Code §33-102A provides that [t]he state board of education is hereby authorized to appoint an executive officer of the state board who ... shall receive such salary as fixed by the state board.” The Board’s recommended salary change for its Executive Director was sent to DFM on April 23, 2019.

Pursuant to Board Policy I.E.2.d., the administrator of the Division of Career Technical Education, the administrator of the Division of Vocational Rehabilitation, and the general manager of Idaho Public Television “are evaluated by the Executive Director annually, who makes recommendations to the Board with respect to compensation and employment.” The Board’s Executive Director has completed annual performance evaluations for these agency heads and transmitted salary recommendations to DFM on or before May 2, 2019. The Executive Director’s salary recommendations for these positions were based on the evaluations and the individual agencies’ DFM-approved compensation plans for FY2020.

On June 4, 2019, the Governor’s Office notified all directors and agency heads that they will receive a 3% ongoing salary increase.

Agency heads’ salaries are entered into the state payroll system based on the equivalent hourly amount. The Board’s consideration of salary changes at this time will allow for any approved changes to be entered into the state payroll system prior to the start of the payroll fiscal year.

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IMPACT

Approval of the proposed salaries will allow staff to enter the salaries for FY2020 into the state payroll system.

ATTACHMENTS

Attachment 1 - Governor's Memo to Agency Directors on CEC
Attachment 2 – First Amendment to Contract - LCSC President Pemberton
Attachment 3 – Second Amendment to Contract - ISU President Satterlee

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the hourly rates and equivalent salaries listed below.

BOARD ACTION

I move to approve an hourly rate of \$76.57 (annual salary of \$159,266) for Matt Freeman as Executive Director of the State Board of Education, effective June 16, 2019.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve an hourly rate of \$55.80 (annual salary of \$116,064) for Jane Donnellan as Administrator of the Division of Vocational Rehabilitation, effective June 16, 2019.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve an hourly rate of \$56.06 (annual salary of \$116,605) for Ron Pisaneschi as General Manager of Idaho Public Television, effective June 16, 2019.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve an hourly rate of \$59.38 (annual salary of \$123,510) for Dwight Johnson as Administrator of the Division of Career Technical Education, effective June 16, 2019.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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AND

I move to approve the first amendment to Cynthia Pemberton's contract as President of Lewis-Clark State College to set the annual salary at \$240,000, effective July 1, 2019.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the second amendment to Kevin Satterlee's contract as President of Idaho State University to set the annual salary at \$400,000, effective June 16, 2019.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Governor Brad Little

*State Capitol :: Boise, Idaho 83720
(208) 334-2100 :: gov.idaho.gov*



June 4, 2019

Dear Directors and Agency Heads,

Governor Little's FY20 budget recommendation included a 3-percent Change in Employee Compensation (CEC) for permanent state employees. The Legislature appropriated funding for a 3-percent CEC with instructions that a portion of that amount be used to provide no less than \$550 per year increase for permanent state employees.

The purpose of this memo is to inform you that all Directors and Agency Heads will receive a 3-percent ongoing salary increase, which encompasses a \$550 per year increase, effective July 1, 2019. Please work with DHR and DFM to finalize the increase.

Next year, we will request the agencies that have been asked to fill out the Governor's objectives and key results to include their agency's key results when submitting CEC recommendations.

Please let your policy contact in the Governor's Office know if you have questions.

Thank you for your leadership in helping Governor Little carry out his vision of making Idaho the place where our children and grandchildren choose to stay.

Zach Hauge
Chief of Staff

**First Amendment to the Employment Agreement
for
President Lewis-Clark State College**

This First Amendment to the Employment Agreement for President Lewis-Clark State College ("First Amendment") is made between the Idaho State Board of Education, as the Board of Trustees of Lewis-Clark State College ("Board"), and Dr. Cynthia Lee A. Pemberton ("President") and is effective July 1, 2019.

1. The Employment Agreement has an effective date of April 5, 2018.
2. All terms of the Employment Agreement remain unchanged with the exception of Paragraph 4. Paragraph 4.a. is hereby deleted and replaced with the following:

4. Salary

a. For all services rendered under this Agreement, the President's annual salary of two hundred and twenty-five thousand dollars (\$225,000) shall be increased by a three percent (3%) change in employee compensation (CEC) equal to \$6,750 plus an equity adjustment in the amount of \$8,250, for a total base compensation of two hundred and forty thousand dollars (\$240,000) payable solely from Institutional funds.

IN WITNESS WHEREOF, Debbie Critchfield, President of the Board, and Dr. Cynthia Lee A. Pemberton, President of Lewis-Clark State College, have executed this First Amendment.

Dr. Debbie Critchfield, President
Idaho State Board of Education

Dr. Cynthia Lee A. Pemberton, President
Lewis-Clark State College

Date

Date

**Second Amendment to the Employment Agreement
for
President Idaho State University**

This Second Amendment to the Employment Agreement for President Idaho State University ("Second Amendment") is made between the Idaho State Board of Education, as the Board of Trustees of Idaho State University ("Board"), and Kevin Satterlee ("President") and is effective June 16, 2019 ("Effective Date").

1. The Employment Agreement has an effective date of May 4, 2018 and was amended by a First Amendment to the Employee Agreement, effective October 18, 2018 ("First Amendment").
2. The Employment Agreement and the First Amendment are collectively referred to herein as the "Agreement."
3. All terms of the Agreement remain unchanged with the exception of Paragraph 4. Paragraph 4.a. is hereby deleted and replaced with the following:

4. Salary

a. For all services rendered under this Agreement, the President's annual salary of three \$370,000 shall be increased by a three percent (3%) change in employee compensation (CEC) equal to \$11,100 plus an equity adjustment in the amount of \$18,900 for a total base compensation of four hundred thousand dollars (\$400,000) payable solely from Institutional funds.

IN WITNESS WHEREOF, Debbie Critchfield, President of the Board, and Kevin Satterlee, President of Idaho State University, have executed this Second Amendment.

Debbie Critchfield, President
Idaho State Board of Education

Kevin Satterlee, President
Idaho State University

Date

Date

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BOISE STATE UNIVERSITY

SUBJECT

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

REFERENCE

February 2011	The Idaho State Board of Education (Board) approved a two-year employment agreement with Head Women's Basketball Coach Gordon Presnell.
December 2014	The Board approved a five-year employment agreement with Coach Presnell.
August 2016	The Board approved a new three-year employment agreement with Coach Presnell.
August 2017	The Board approved a new five-year rolling employment agreement with Coach Presnell.
December 2018	The Board approved an amendment to the 2017 employment agreement with Coach Presnell regarding incentive pay.

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 Women's Basketball Coach, Gordon Presnell.

In August 2017, the Board approved a four (4) year and seven (7) month employment extension contract with Coach Presnell, terminating March 31, 2022. The contract included an automatic extension clause extending one year after each season the team reached 18 wins. During the 2017-18 season, the employment agreement extended to March 31, 2023 when the team obtained its 18th win. After a great season of winning the Mountain West Conference Championship, playing in the first round of the NCAA tournament which is the second time in three years and a record setting season for wins of 25-8 overall, an amendment was negotiated for Coach Presnell's contract. The amendment updated his incentive pay to reward the continued success of the program.

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During the 2018-19 season, the employment agreement extended to March 31, 2024 when the team obtained its 18th win. He led his team to double championships both in the regular season and conference tournament. The Broncos produced the best season in school history with a 28-5 record, made their third-straight NCAA Tournament appearance, and fifth overall appearance (2007, 2015, 2017-19) under Presnell's direction. Coach Presnell also reached 650 victories for his career. He became the 24th active NCAA (all levels) women's head coach, and the 16th active Division I women's head coach, to accomplish the feat. He is an asset to our University, our department and to the student-athletes he coaches. With the success he has had during his tenure, Boise State University requests approval to enter into a new multi-year contract with Coach Presnell as Head Women's Basketball Coach.

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 four years and nine months.

Base Compensation: \$300,000 per year.

Pay for Performance - Academic

APR between 975-980	-	\$ 5,000
APR between 981-985	-	\$ 7,500
APR between 986-990	-	\$ 10,000
APR 991 or above	-	\$ 18,000

Buy-Out Provision: If Coach terminates early without cause, he may be required, at BSU's discretion, to pay liquidated damages as follows for the amount of time remaining in the contract:

▪ 5 years – 4 years and 1 day:	\$100,000
▪ 4 years – 3 years and 1 day:	\$ 80,000
▪ 3 years – 2 years and 1 day:	\$ 60,000
▪ 2 years – 1 year and 1 day:	\$ 40,000
▪ 1 year – 1 day:	\$ 20,000

Pay for Performance - Athletic:

a) The greatest of the following:	
12-14 conference wins	\$ 6,000
15+ conference wins	\$ 10,000
Conference Regular Season Champions	\$ 18,000
b) Conference Tournament Champions	\$ 15,000
c) At-large selection for the NCAA Tournament	\$ 10,000
d) NCAA Tournament Win (per game)	\$ 7,500
e) WNIT Win (per game)	\$ 3,000

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f)	Conference Coach of the Year	\$ 3,000
g)	National Coach of the Year	\$ 10,000
h)	Conference Player of the Year	\$ 2,000
i)	Conference Freshman of the Year	\$ 2,000
j)	Top 50 RPI (at end of season)	\$ 6,000

ATTACHMENTS

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

STAFF COMMENTS AND RECOMMENDATIONS

The Board approved a contract amendment for Coach Presnell in December 2018. Boise State University intended to make further adjustments to the contract, but was unable to do so before the start of the basketball season. The changes in December only involved the incentive bonuses, with no adjustment to the base salary. The proposed contract includes an adjustment to the base salary from \$250,000 to \$300,000. Compared to other Mountain West conference coaches, Coach Presnell would have the highest base salary. In addition to the base salary, the incentive bonuses have been changed. The overall impact is a decrease in the maximum compensation from \$428,500 to \$426,500.

Liquidated damages have increased from a maximum of \$40,000 to a maximum of \$100,000. Compared to other Mountain West coaches, the liquidated damages are lower than most. Two other coaches in the conference do not have any liquidated damages. Of those coaches that do have a liquidated damages clause in the contract, the maximum amount in Coach Presnell's contract is lower than the maximum amount of all other coaches.

The following table details the differences between the proposed contract and the current contract.

Liquidated Damages

Current Amount	Proposed Amount	Date
\$20,000		Before March 31, 2019
\$10,000		Before March 16, 2020
	\$100,000	Between 5 years – 4 years and 1 day remaining
	\$80,000	Between 4 years – 3 years and 1 day remaining
	\$60,000	Between 3 years – 2 years and 1 day remaining
	\$40,000	Between 2 years – 1 year and 1 day remaining
	\$20,000	Between 1 year – 1 day remaining

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Pay for Performance - Academics

Current Amount	Proposed Amount	Incentive
\$5,000	\$5,000	APR between 975-890
\$7,500	\$7,500	APR between 81-985
\$10,000	\$10,000	APR between 986-990
\$20,000	\$18,000	APR between 991 or above

Pay for Performance - Athletics

Current Amount	Proposed Amount	Incentive
\$2,500		a) The greatest of the following: 10 conference wins
\$3,500		11 conference wins
\$5,000		12 conference wins
\$6,000		13 conference wins
\$9,000		14 conference wins
\$10,000		15 conference wins
\$20,000	\$18,000	Conference Season Champions
	\$6,000	12-14 conference wins
	\$10,000	15+ conference wins
\$5,000		b) The greater of the following two: Conference Tournament Finalist
\$20,000	\$15,000	Conference Tournament Champions
\$5,000	\$10,000	c) At-large selection for the NCAA Tournament*
	\$7,500	d) NCAA Tournament Win (per game) – subset of line f
\$35,000		e) NCAA Tournament Appearance (max total)
\$52,500	\$52,500	f) NCAA Tournament Win (max total)
		or
\$18,000	\$18,000	g) WNIT Appearance (max total)
	\$3,000	h) WNIT Win (per game) – subset of line g
\$6,000		i) 18 wins
\$3,000	\$3,000	j) Conference Coach of the Year
\$10,000	\$10,000	k) National Coach of the Year
\$3,000	\$2,000	l) Conference Player of the Year
\$3,000	\$2,000	m) Conference Freshman of the Year
\$6,000	\$6,000	n) Top 50 RPI (at end of season)
		or
\$3,000		Top 100 RPI (at end of season)
\$178,500	\$126,500	Maximum Total Incentive Compensation

**Not eligible if Conference Tournament Champions.*

Staff recommends approval

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BOARD ACTION

I move to approve the request by Boise State University to enter into a new multi-year agreement as proposed with Gordon Presnell, Head Women's Basketball Coach for a term commencing on July 1, 2019 and terminating March 31, 2024, with a base salary of \$300,000 as proposed 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 Gordon H. Presnell (Coach).

ARTICLE 1

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

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University’s 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 four (4) years and nine (9) months, commencing on July 1, 2019 and terminating, without further notice to Coach, on March 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.

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

ARTICLE 3

3.1. Regular Compensation.

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

- a) A base salary \$300,000 per year and subsequent extension years pursuant to section 2.3 herein payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the 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) 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.

3.2. Supplemental Compensation. Each year Coach shall be eligible to receive supplemental compensation as detailed below:

3.2.1 Athletic Achievement Incentive Pay.

- a) The greatest of the following:

12-14 conference wins	\$6,000
15+ conference wins	\$10,000
Conference Regular Season Champions	\$18,000
- b) Conference Tournament Champions \$15,000
- c) At-large selection for the NCAA Tournament \$10,000
- d) NCAA Tournament Win (per game) \$7,500
- e) WNIT Win (per game) \$3,000
- f) Conference Coach of the Year \$3,000

g)	National Coach of the Year	\$10,000
h)	Conference Player of the Year	\$2,000
i)	Conference Freshman of the Year	\$2,000
j)	Top 50 RPI (at end of season)	\$6,000

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in July if Coach is still employed by the University on that date.

3.2.2. Academic Achievement Incentive Pay.

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

<u>National Rank Within Sport</u>		
975-980	=	\$5,000
981-985	=	\$7,500
986-990	=	\$10,000
991 or above	=	\$18,000

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.

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

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, Conference, 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.

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

3.3. 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 laws, policies, rules, and regulations include: (a) Board policies; (b) University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the [Sport] conference of which the University 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 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 the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum for the associated amount of time remaining in the contract:

- 5 years – 4 years and 1 day: \$100,000
- 4 years – 3 years and 1 day: \$80,000
- 3 years – 2 years and 1 day: \$60,000
- 2 years – 1 year and 1 day: \$40,000
- 1 year – 1 day: \$20,000

Buyout will remain in effect based on the number of years remaining in the contract. If contract is extended by one year due to the automatic extension clause, the buyout remains at the current limit. By way of clarification, if the contract is extended one year after the 2019-20 season due to the team reaching 18 wins, the buyout will remain at \$100,000 for the 2020-21 season, as five years remain in contract.

The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid. Liquidated damages shall not be due and payable if:

- a) Coach terminates this Agreement for convenience for family reasons, unless after such termination Coach becomes employed in a coaching position at another college or university prior to March 16, 2021, in which case the liquidated damages shall be due in accordance with the terms contained in the above paragraph; or
- b) Coach terminates this Agreement for convenience in order for Coach to take a non-coaching position, unless after such termination Coach becomes employed in a coaching position at another college or university prior to March 16, 2021, in which case the liquidated damages shall be due in accordance with the terms contained in the above paragraph.

5.3.4 The parties have both 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.

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

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

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

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

6.13. Non-Use of Names and Trademarks. 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
Director of Athletics

Gordon H. Presnell

Date: _____

Date: _____

Signature: _____

Martin E. Schimpf
Interim President

Date: _____

Approved by the Idaho State Board of Education on the ____ day of June, 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 Gordon H.
Presnell_____ (Coach).

ARTICLE 1

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

1.2. Reporting Relationship. Coach shall report and be responsible directly to the
~~University's~~ University (College)'s 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 four (4) ~~()~~ years and
nine (9) months, commencing on July 1, 2019 _____ and terminating, without further notice to
Coach, on March 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)~~.

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

ARTICLE 3

3.1. Regular Compensation.

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

- a) ~~A base~~An annual salary ~~\$300,000~~ of \$ _____ per year and subsequent extension years pursuant to section 2.3 herein, 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) The opportunity to receive such employee benefits as the ~~University (College)'s Department of Athletics (Department)~~ University (College) 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. Each year Coach shall be eligible to receive supplemental compensation as detailed below:

3.2.1 Athletic Achievement Incentive Pay.

- a) The greatest of the following:

<u>12-14 conference wins</u>	<u>\$6,000</u>
<u>15+ conference wins</u>	<u>\$10,000</u>
<u>Conference Regular Season Champions</u>	<u>\$18,000</u>
- b) Conference Tournament Champions \$15,000

~~3.2.1.~~ c) At-large selection for the NCAA Tournament \$10,000 ~~Each~~

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

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

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

~~3.2.6—(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))~~

d) NCAA Tournament Win (per game)	\$7,500
e) WNIT Win (per game)	\$3,000
f) Conference Coach of the Year	\$3,000
g) National Coach of the Year	\$10,000
h) Conference Player of the Year	\$2,000
i) Conference Freshman of the Year	\$2,000
j) Top 50 RPI (at end of season)	\$6,000

~~If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in July if Coach is still employed by the University on that date.~~

3.2.2. Academic Achievement Incentive Pay.

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

<u>National Rank Within Sport</u>		
<u>975-980</u>	<u>=</u>	<u>\$5,000</u>
<u>981-985</u>	<u>=</u>	<u>\$7,500</u>
<u>986-990</u>	<u>=</u>	<u>\$10,000</u>
<u>991 or above</u>	<u>=</u>	<u>\$18,000</u>

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.

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

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 (~~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:~~

- ~~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;~~
- ~~e) Assistant coaches at the University (College) are given priority when Coach or the private enterprise selects coaches to participate;~~
- ~~d) i) Coach compliance Coach complies with all NCAA, (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps and/or clinics;~~
- ~~e) 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) ii) Payment Coach or private enterprise pays for use of University (College) facilities; and including the~~
- ~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as 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) iii) Provision of proof of liability insurance~~

~~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.

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

3.3. Footwear; Apparel; Equipment. ~~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 conference, and the NCAA; ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the ~~University'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) Board policies; (b) University's Policy ~~University (College)'s (Faculty Staff) Handbook~~; (c) University (College)'s Administrative Procedures Manual; ~~(cd)~~ the policies of the Department; ~~(de)~~ NCAA ~~(or NAIA)~~ rules and regulations; and ~~(ef)~~ the rules and regulations of the ~~[Sport]~~ conference of which the University ~~(College)~~ is a member.

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

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

4.3. Outside Income. ~~— NCAA (or NAIA) Rules.~~ In accordance with NCAA ~~(or NAIA)~~-rules, Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld)~~University (College)'s Chief Executive Officer~~ for all ~~athletically-related and other business-~~related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits ~~in accordance with to the University (College)'s Chief Executive Officer whenever reasonably requested, but in no event less than annually before the Department's Outside Income Reporting Form, close of business on June 30th of each year or the last regular University (College) work day preceding June 30th.~~ The report shall be in a format reasonably satisfactory to University ~~(College)~~. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, ~~(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 President~~Chief 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.

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 conference or the NCAA; ~~(NAIA);~~ including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the ~~University'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 conference, or the NCAA; ~~(NAIA);~~
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University; ~~(College);~~ the Board, the conference, or the NCAA; ~~(NAIA);~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University; ~~(College);~~ the Board, the conference, or the NCAA; ~~(NAIA);~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this 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, 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 the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he, Coach shall pay to the University, (College), as liquidated damages and not a penalty, for the breach of this Agreement the following sum for the associated amount of time remaining in the contract:

▪ <u>5 years – 4 years and 1 day:</u>	<u>\$100,000</u>
▪ <u>4 years – 3 years and 1 day:</u>	<u>\$80,000</u>
▪ <u>3 years – 2 years and 1 day:</u>	<u>\$60,000</u>
▪ <u>2 years – 1 year and 1 day:</u>	<u>\$40,000</u>
▪ <u>1 year – 1 day:</u>	<u>\$20,000</u>

Buyout will remain in effect based on the number of years remaining in the contract. If contract is extended by one year due to the automatic extension clause, the buyout remains at the current limit. By way of clarification, if the contract is extended one year after the 2019-20 season due to the team reaching 18 wins, the buyout will remain at \$100,000 for the 2020-21 season, as five years remain in contract.

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

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

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

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

6.13. Non--Use of Names and Trademarks. 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: _____
Director of Athletics Chief Executive Officer
Date: _____

Gordon H. Presnell Printed
Name: _____
Date: _____

Signature: _____

Martin E. Schimpf
Interim President
Date: _____

Approved by the Idaho State Board of Education on the ____ day of June, 2019, _____,
20__.

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

EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University’s athletic program as the Director may assign and as may be described elsewhere in this Agreement. 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 four (4) years and nine (9) seven (7) months, commencing on July 1, 2019 ~~August 13, 2017~~ and terminating, without further notice to Coach, on March 31, 2024 ~~2022~~ (~~the “Term”~~) unless sooner terminated in accordance with other provisions of this Agreement.

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

2.3. 2.3 — Automatic Extensions. The term of this Agreement will automatically be extended by one (1) additional year commencing on April 1 and concluding on March 31 for each season in which the team has at least eighteen (18) wins. For the purpose of calculation of wins,

such wins must occur during the regular season, the conference tournament, the Women's National Invitation Tournament ("WNIT"), or the National Collegiate Athletic Association ("NCAA") Tournament, to the exclusion of all other pre-season exhibition games or post-season tournaments.

ARTICLE 3

3.1. Regular Compensation.

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

- a) ~~a)~~ A base salary ~~\$300~~of ~~\$230,000~~ ~~perfor the first~~ year; ~~\$240,000 for the second year, \$250,000 for the third~~ and subsequent extension years pursuant to section 2.3 herein; payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the ~~University's Board of Trustees~~;
- b) The opportunity to receive such employee benefits ~~calculated on the "base salary" set forth in set forth in section 3.1.1(a)~~ as the University provides generally to non-faculty exempt employees, 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) 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 detailed below~~follows~~:

~~3.2.1~~ 3.2.1 Athletic Achievement Incentive Pay.

b)a) The greatest of the following:

10 conference wins	_____	\$2,500
11 conference wins	_____	\$3,500
12 conference wins	_____	\$5,000
13 conference wins	_____	\$6,000
14 conference wins	_____	\$69,000
15+ conference wins	_____	\$10,000
_____ Conference Regular Season Champions	_____	\$18\$20,000

b) ~~The greater of the following two:~~

Conference Tournament Finalist	_____	\$5,000 or
b) Conference Tournament Champions	_____	\$15
		\$20,000

~~c) At-large selection for the NCAA Tournament~~
~~\$105,000~~

d) ~~_____~~ NCAA Tournament ~~Appearance (per game)~~ _____ ~~\$5,000~~

~~e) NCCA Tournament Win (per game)~~ _____ ~~\$7,500~~

~~e) f) WNIT Win Appearance (per game)~~ _____
~~\$3,000~~

~~f) Conference Coach of the Year~~ _____ ~~\$3,000~~

~~g) 18 Wins~~ _____ ~~\$6,000~~

~~h) Conference Coach of the Year~~ _____ ~~\$3,000~~

~~i) National Coach of the Year~~ _____
~~\$10,000~~

~~h) j) Conference Player of the Year~~
~~\$23,000~~

~~i) k) Conference Freshman of the Year~~
~~\$23,000~~

~~j) l) Top 50 RPI (at end of season)~~ _____ ~~\$6,000 or~~

If Coach qualifies for Athletic Achievement Incentive Pay under this Section, the University will pay Coach on the first regular pay date in July if Coach is still employed by the University on that date.

~~3.2.2. _____ Top 100 RPI (at end of season) _____ \$3,000~~

3.2.4 Academic Achievement Incentive Pay.

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

National Rank Within Sport

975-980	=	\$5,000
981-985	=	\$7,500
986-990	=	\$10,000
991 or above	=	\$ <u>1820</u> ,000

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 ~~Academic and Athletic~~ and Academic Achievement supplemental compensation.±

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

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.

~~3.2.4.3.2.4 Each year Coach may be eligible to receive supplemental compensation based on the overall development of the intercollegiate women's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director and approved by the University's Board of Trustees.~~

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

3.2.6 Coach agrees that the University has the priorityexclusive 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 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, Conference, 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.

~~3.2.53.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside interests to the University in accordance with Section 4.3 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.~~

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

3.3. 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.

~~3.4.3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.~~

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board~~University's governing board~~, the conference, ~~of which the University is a member (the "Conference")~~, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the 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.~~will be provided periodically to Coach by the University.~~ The applicable laws, policies, rules, and regulations include: (a) State Board policies of Education Governing Policies and Procedures and Rule Manual; (b) ~~the~~ University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the [Sport] conference of which the University is a member~~Conference.~~

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, ~~the Department~~, or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside

activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use, the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3. Outside Income. 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~~University's governing board, the Conference, or the NCAA.~~ Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

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

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

4.6. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.~~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. ~~4.7 Attendance at Specific Gatherings.~~
 The Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:

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

ARTICLE 5

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

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

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

~~5.2~~ 5.2. Termination of Coach for Convenience of University.

~~5.2.1~~ 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~~ 5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the ~~"base salary amount~~ set forth in ~~S~~section 3.1.1(a), excluding all deductions required by law, on the regular paydays of 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's~~ 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 ~~the~~ employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. ~~Coach agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment.~~ Coach further agrees to repay to University all compensation ~~received from the paid to him by~~ University after the date ~~he obtains~~ other employment, ~~to which he is obtained not entitled under this provision.~~

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

~~5.2.4—5.3.~~ 5.3. ~~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~~ 5.3.1 ~~The~~ Coach recognizes that ~~Coach's his~~ promise to work for University for the entire term of this Agreement is of the essence of this Agreement. ~~The~~ Coach also recognizes that the University is making a highly valuable investment in ~~Coach's his~~ employment by entering into this Agreement and that its investment would be lost were ~~Coach he~~ to resign or otherwise terminate ~~his~~ employment with the University before the end of the ~~Agreement term~~ contract Term.

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum for the associated amount of time remaining in the contract:

▪ 5 years – 4 years and 1 day:	\$100,000
▪ 4 years – 3 years and 1 day:	\$80,000
▪ 3 years – 2 years and 1 day:	\$60,000
▪ 2 years – 1 year and 1 day:	\$40,000
▪ 1 year – 1 day:	\$20,000

Buyout will remain in effect based on the number of years remaining in the contract. If contract is extended by one year due to the automatic extension clause, the buyout remains at the current limit. By way of clarification, if the contract is extended one year after the 2019-20 season due to the team reaching 18 wins, the buyout will remain at \$100,000 for the 2020-21 season, as five years remain in contract.

~~5.3.3 :—(a) if the Agreement is terminated on or before March 31, 2018, the sum of \$40,000; (b) if the Agreement is terminated between April 1, 2018 and March 31, 2019 inclusive, the sum of \$20,000; (c) if the Agreement is terminated between April 1, 2019 and March 16, 2020 inclusive, the sum of \$10,000.—~~The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid. Liquidated damages shall not be due and payable if:

- a) Coach terminates this Agreement for convenience for family reasons, unless after such termination Coach becomes employed in a coaching position at another college or university prior to March 16, 2021, in which case the liquidated damages shall be due in accordance with the terms contained in the above paragraph; or
- b) Coach terminates this Agreement for convenience in order for Coach to take a non-coaching position, unless after such termination Coach becomes employed in a coaching position at another college or university prior to March 16, 2021, in which case the liquidated damages shall be due in accordance with the terms contained in the above paragraph.

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

~~5.3.5~~ 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~~his right to receive all supplemental compensation and other payments ~~and all accumulated leave~~.

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

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

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

~~5.4.3~~ 5.4.3 If this Agreement is terminated because ~~the~~ Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that ~~the~~Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which 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 ~~the~~ Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in ~~the State Board policy, IDAPA of Education and Board Rules (ID ADMIN. CODE 08.01.01 et seq., and the University's policies) and Governing Policies and Procedures, and University Policies.~~

ARTICLE 6

6.1. Board Approval. This Agreement shall not be effective ~~until and~~ unless approved ~~by~~ of the ~~University's Board of Trustees~~ and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the ~~University's Board of Trustees~~, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board ~~policies of Trustees~~ 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 t~~Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

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

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

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

6.6. Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the ~~s~~State of Idaho, ~~as an agreement to be performed in Idaho~~. Any action based in whole or in part on this Agreement shall be brought in the courts of the state 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. ~~_____~~ Non-Confidentiality. ~~This Agreement~~~~The Coach hereby consents~~ and agrees that this document may be released and made available to the public after it is signed by the Coach. ~~The Coach further agrees that~~ all documents and reports 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: ~~_____~~ Director of Athletics
Boise State University
Director of Athletics
1910 University Drive
Boise, Idaho -83725-1020

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

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

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

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

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

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

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

6.15. Entire Agreement; Amendments. This Agreement constitutes the entire agreement ~~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 ~~of Trustees,~~ if required under ~~Section II.H. of~~ Board Policy II.H.

6.16. Opportunity to Consult with Attorney. ~~The~~ 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
Director of Athletics

Gordon H. Presnell

Date: _____

Date: _____

Signature: _____

Martin E. Schimpf
Interim President

Date: _____

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

~~UNIVERSITY _____ COACH~~

~~_____
Curt Apsey, Director of Athletics~~

~~_____
Gordon H. Presnell~~

~~_____
Dr. Robert Kustra, President~~

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

~~_____, 201____.~~

GORDY CURRENT CONTRACT		
a)	The greatest of the following:	
	10 conference wins	\$2,500
	11 conference wins	\$3,500
	12 conference wins	\$5,000
	13 conference wins	\$6,000
	14 conference wins	\$9,000
	15+ conference wins	\$10,000
	Regular Season Conference Champions	\$20,000
b)	The greater of the following two:	
	Conference Tournament Finalist	\$5,000
	Conference Tournament Champions	\$20,000
c)	At-large selection to the NCAA Tournament	\$5,000
d)	NCAA Tournament Appearance (per game)	\$35,000
e)	NCAA Tournament win (per game)	\$52,500
f)	WNIT Appearance (per game)	\$3,000
g)	18 Wins	\$6,000
h)	Conference Coach of the Year	\$3,000
i)	National Coach of the Year	\$10,000
j)	Conference Player of the Year	\$3,000
k)	Conference Freshman of the Year	\$3,000
l)	Top 50 RPI (at end of season)	\$6,000
	Top 100 RPI (at end of season)	\$3,000
Max Total Athletic Payout \$158,500		

GORDY PROPOSED CONTRACT		
a)	The greatest of the following:	
	12-14 conference wins	\$6,000
	15+ conference wins	\$10,000
	Regular Season Conference Champions	\$18,000
b)	Conference Tournament Champions	\$15,000
c)	At-large selection to the NCAA Tournament	\$10,000
d)	NCAA Tournament win (per game)	\$52,500
e)	WNIT Appearance (per game)	\$3,000
g)	Conference Coach of the Year	\$3,000
h)	National Coach of the Year	\$10,000
i)	Conference Player of the Year	\$2,000
j)	Conference Freshman of the Year	\$2,000
k)	Top 50 RPI (at end of season)	\$6,000
Max Total Athletic Payout \$108,500		

*Can only receive if the team is not the Conference Tournament Champion (automatic bid)

*Calculated on 7 games (includes play in game)

*Can only play in WNIT if not in NCAA

CURRENT APR	
975-980	\$5,000
981-985	\$7,500
986-900	\$10,000
991 or above	\$20,000

PROPOSED APR	
975-980	\$5,000
981-985	\$7,500
986-900	\$10,000
991 or above	\$18,000

BOISE STATE UNIVERSITY

Women's Basketball APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

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

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

MULTI-YEAR APR (4-Year Rolling Average)

Women's Basketball	974	970	969	987
---------------------------	-----	-----	-----	-----

2016-17 data released by NCAA in May 2018

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

ATTACHMENT 7

Coach	School	Base Salary	Incentives																		
Chris Gobrecht	Air Force	NA	NA																		
Gordon Presnell	Boise State	\$ 300,000	<p>3.2.1 Athletic Achievement Incentive Pay.</p> <p>a) The greatest of the following:</p> <table border="0"> <tr> <td>12-14 conference wins</td> <td>\$6,000</td> </tr> <tr> <td>15+ conference wins</td> <td>\$10,000</td> </tr> <tr> <td>Conference Regular Season Champions</td> <td>\$18,000</td> </tr> </table> <p>b) Conference Tournament Champions \$15,000</p> <p>c) At-large selection for the NCAA Tournament \$10,000</p> <p>d) NCAA Tournament Win (per game) \$7,500</p> <p>e) WNIT Win (per game) \$3,000</p> <p>f) Conference Coach of the Year \$3,000</p> <p>g) National Coach of the Year \$10,000</p> <p>h) Conference Player of the Year \$2,000</p> <p>i) Conference Freshman of the Year \$2,000</p> <p>j) Top 50 RPI (at end of season) \$6,000</p> <p>Academic Incentive Pay may be earned if annual team APR ranks nationally within women's basketball as follows:</p> <p><u>National Rank Within Sport</u></p> <table border="0"> <tr> <td>975-980</td> <td>=</td> <td>\$5,000</td> </tr> <tr> <td>981-985</td> <td>=</td> <td>\$7,500</td> </tr> <tr> <td>986-990</td> <td>=</td> <td>\$10,000</td> </tr> <tr> <td>991 or above</td> <td>=</td> <td>\$18,000</td> </tr> </table>	12-14 conference wins	\$6,000	15+ conference wins	\$10,000	Conference Regular Season Champions	\$18,000	975-980	=	\$5,000	981-985	=	\$7,500	986-990	=	\$10,000	991 or above	=	\$18,000
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991 or above	=	\$18,000																			
Ryun Williams	Colorado State	\$ 249,384	<p align="center">Courtesy car, country club membership,</p> <table border="1"> <thead> <tr> <th>Achievement</th> <th>Additional Compensation</th> </tr> </thead> <tbody> <tr> <td>Win either the Mountain West Conference regular season championship or the Mountain West Conference Tournament championship (Note: If Williams wins both the regular season and tournament championship in the same season, a maximum of \$25,000 will be paid for this achievement.)</td> <td>Additional \$25,000</td> </tr> <tr> <td>Qualify for the NCAA Championship Tournament</td> <td>Additional \$30,000</td> </tr> <tr> <td>Advance to the Sweet 16 of the NCAA Championship Tournament</td> <td>Additional \$30,000</td> </tr> <tr> <td>Advance to the Final 4 of the NCAA Championship Tournament</td> <td>Additional \$30,000</td> </tr> <tr> <td>Win the NCAA National Championship Tournament</td> <td>Additional \$50,000</td> </tr> </tbody> </table>	Achievement	Additional Compensation	Win either the Mountain West Conference regular season championship or the Mountain West Conference Tournament championship (Note: If Williams wins both the regular season and tournament championship in the same season, a maximum of \$25,000 will be paid for this achievement.)	Additional \$25,000	Qualify for the NCAA Championship Tournament	Additional \$30,000	Advance to the Sweet 16 of the NCAA Championship Tournament	Additional \$30,000	Advance to the Final 4 of the NCAA Championship Tournament	Additional \$30,000	Win the NCAA National Championship Tournament	Additional \$50,000						
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Win the NCAA National Championship Tournament	Additional \$50,000																				
Jaime White	Fresno State	\$ 260,004	<p>1) Achievement of Annual NCAA APR</p> <p>a. Above 935 provides \$5,000</p> <p>b. Above 940 provides \$7,500</p> <p>c. Above 950 provides \$10,000</p> <p>Only one may be awarded.</p> <p>2) Annual Team GPA (Fall/Spring Semesters)</p> <p>a. 2.8 to 2.899 provides \$5,000</p> <p>b. 2.9 to 2.999 provides \$10,000</p> <p>c. 3.0 to 3.099 provides \$15,000</p> <p>d. 3.1 and above provides \$20,000</p> <p>Only one may be awarded.</p> <p>3) Annual Federal Graduation Rate</p> <p>a. At or above 57% provides \$5,000</p> <p>b. At or above 58% provides \$7,500</p> <p>c. At or above 59% provides \$10,000</p> <p>d. At or above 60% provides \$12,500</p> <p>e. At or above 61% provides \$15,000</p> <p>f. At or above 62% provides \$17,500</p> <p><i>All percentages refer to four-year students.</i></p> <p>4) Achievement of Regular-Season Winning Percentage</p> <p>Any award of this bonus excludes any exhibition and/or non-NCAA Division 1 games.</p> <p>a. At or above 64% provides \$5,000</p>																		

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

ATTACHMENT 7

			<p>b. At or above 68% provides \$7,500 c. At or above 71% provides \$10,000 d. At or above 75% provides \$12,500 e. At or above 78% provides \$15,000 f. At or above 82% provides \$17,500 g. At or above 85% provides \$20,000 h. At or above 89% provides \$22,500 i. At or above 92% provides \$25,000 j. At or above 96% provides \$27,500 k. At 100% provides \$30,000 <i>Only one may be awarded. Assumes affiliation with the Mountain West Athletic Conference. Any change in conference affiliation or in conference membership may require adjustment to reflect the appropriate level of</i></p> <p>5) Mountain West Conference Achievement a. Regular-season co-champion provides \$10,000 b. Regular-season champion provides \$15,000 <i>Only one may be awarded. Assumes affiliation with the Mountain West Athletic Conference. Any change in conference affiliation or conference membership may require adjustment to reflect the appropriate level of competition.</i></p> <p>6) Participation and Advancement in NCAA Tournament a. Participation in First Round provides \$15,000 b. Participation in Second Round provides \$20,000 c. Advancement to "Sweet Sixteen" provides \$25,000 d. Advancement to "Elite Eight" provides \$30,000 e. Advancement to "Final Four" provides \$40,000 f. Advancement to National Championship provides \$50,000 g. National Championship provides \$75,000 <i>Only one may be awarded.</i></p> <p>7) Post-season WNIT Participation a. Participation provides \$3,000 e. Advancement to "Final Four" provides \$40,000 f. Advancement to National Championship provides \$50,000 g. National Championship provides \$75,000 <i>Only one may be awarded.</i></p> <p>7) Post-season WNIT Participation a. Participation provides \$3,000 b. Advancement to "Final Four" provides \$7,500 <i>Only one may be awarded.</i></p> <p>8) Final National Rankings a. Top 25 provides \$5,000 b. Top 10 provides \$10,000 <i>USA Today's Coaches' Poll. Only one may be awarded.</i></p> <p>9) Individual Honors a. Affiliated Conference Coach of the Year provides \$5,000 b. WBCA Regional Coach of the Year Award provides \$10,000 c. WBCA National Coach of the Year Award provides \$20,000 <i>Only one WBCA Coach of the Year bonus may be awarded.</i></p>
Mike Bradbury	New Mexico	\$ 250,000	<ol style="list-style-type: none"> 1. Winning MWC regular season \$ 5,000.00 2. MWC Coach of the Year \$ 5,000.00 3. Winning MWC tournament \$10,000.00 4. NCAA post-season, if not MWC Tournament champion \$ 5,000.00 5. Winning each additional game in the NCAA tournament \$ 5,000.00 per 6. For participating in the Women's National Invitation Tournament (WNIT) \$ 3,000.00 7. If annual gross ticket revenue exceeds: <ul style="list-style-type: none"> \$400,000 \$10,000.00* \$500,000 \$25,000.00 \$700,000** \$50,000.00 <p>*Ticket revenue bonuses are not cumulative. **If the University reaches 700,000 in two successive years, the University reserves the right to adjust the bonus.</p>
Amanda Levens	Nevada	\$ 210,000	<p>Athletic Performance:</p> <ol style="list-style-type: none"> a. For a Conference Regular Season Top 3 (including ties) Finish: \$5,000.00. b. For winning or tying the Conference Regular Season Championship: \$10,000.00. c. For winning the Conference Tournament Championship: \$10,000.00. d. For receiving the Conference Coach of the Year Award or Co-Coach of the Year Award: \$5,000.00. e. In the NCAA Tournament: <ol style="list-style-type: none"> i. For the team advancing in each round before the Final Four: \$ 5,000 . ii. For the team playing in the Final Four: \$25,000.00. iii. For the team winning the NCAA Championship: \$50,000.00. f. In the WNIT Post Season Tournament: <ol style="list-style-type: none"> i. For the team playing in the tournament: \$2,500.00. ii. For the team playing in the Final Four: \$10,000.00. iii. For the team winning the WNIT Championship: \$10,000.00. g. Not more than \$5,000, as determined by the Athletic Director with the approval of the President for participation in other post season tournaments.
Stacie Terry	San Diego State	\$ 227,724	NA

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

ATTACHMENT 7

<p>Jamie Craighead</p> <p>San Jose State</p> <p>\$ 206,916</p>			<p>b) Employee will receive \$500 per month as a vehicle allowance.</p> <p>a) Conference Championship - Regular season - \$15,000 - Conference tournament - \$15,000</p> <p>b) NCAA at-large bid - \$15,000 Every win in post-season game of NCAA tournament - \$5,000</p> <p>c) WNIT post season bid - \$5,000 WNIT championship - \$10,000</p> <p>d) Conference coach-of-the-year - \$10,000</p> <p>e) If the team's most recent single year APR score is 970 or higher - \$5,000 The APR number will be set annually by October 1st during the remaining years of the contract.</p> <p>f) If the team wins 15 regular season games or more - \$7,500 (does not include the Mountain West Conference Tournament).</p> <p>g) If the team has a winning regular season, more wins than losses, the term of this agreement will be extended one year.</p> <p>Athletic Performance:</p> <p>a. For winning or tying the Conference Regular Season Championship: \$5,000.</p> <p>b. For winning the Conference Tournament Championship: \$5,000.</p> <p>c. For receiving the Conference Coach of the Year Award or Co-Coach of the Year Award: \$2,500.</p> <p>d. In the NCAA Tournament:</p> <p>i. For the team advancing in each round: \$5,000.</p> <p>ii. For the team playing in the Final Four: \$10,000.</p> <p>iii. For the team winning the NCAA Championship: \$25,000.</p> <p>e. In the NIT Post Season Tournament:</p> <p>i. For the team advancing in each round: \$2,500.</p> <p>ii. For the team playing in the Final Four: \$5,000.</p> <p>iii. For the team winning the NIT Championship: \$10,000.</p> <p>iii. For APR multi-year score of 960 or higher: \$2,500.</p> <p>f. For winning 22 games or more; or for an end of the year team RPI of 50 or better: \$2,500.</p>										
<p>Kathy Oliver</p> <p>UNLV</p> <p>\$ 190,000</p>			<p>a. The equivalent of one month of salary for any post season play (NCAA or NIT) and/or conference tournament championship (payment for one event only-not cumulative),</p> <p>b. \$6,000 for reaching each of the final three rounds of the NCAA Championship Tournament starting with the final 16, final 8, and final 4. (The intent of this provision is cumulative so that if Coach reaches the Final 4, he will be entitled to \$18,000.)</p> <p>b. \$3,000 for reaching the final 4 of the National Invitational Tournament</p> <p>c. \$3,000 for maintaining an annualized APR score 961 or above.</p> <p>d. \$5,000 for conference Coach of the Year honors.</p> <p>f. \$5,000 for conference regular season championship.</p> <p>g. \$3,000 bonus for winning 18 regular season games</p>										
<p>Joe Legerski</p> <p>Wyoming</p> <p>\$ 200,004</p>			<p>h. Housing Allowance:</p> <table border="0"> <tr> <td>2017-2018</td> <td>\$2,500</td> </tr> <tr> <td>2018-2019</td> <td>\$2,500</td> </tr> <tr> <td>2019-2020</td> <td>\$2,500</td> </tr> <tr> <td>2020-2021</td> <td>\$2,500</td> </tr> <tr> <td>2021-2022</td> <td>\$2,500</td> </tr> </table>	2017-2018	\$2,500	2018-2019	\$2,500	2019-2020	\$2,500	2020-2021	\$2,500	2021-2022	\$2,500
2017-2018	\$2,500												
2018-2019	\$2,500												
2019-2020	\$2,500												
2020-2021	\$2,500												
2021-2022	\$2,500												

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

Coach	School	Length of Contract	Salary (total comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Chris Gobrecht	Air Force	NA	NA	NA	NA	NA
Gordon Presnell	Boise State	4/1/18 - 3/31/23	\$ 300,000	Yes	Sliding Scale	
Ryun Williams	Colorado State	7/1/16 - 6/30/22	\$ 249,384	Yes	Tied to base salary and number of years remaining on contract	<p>(i) If such termination occurs on or before July 1, 2019, the Liquidated Damages shall be the greater of: (1) \$1,075,000 or (2) an amount equal to Williams' total remaining Base Salary (as set forth in Section 4.a herein and as of the date of termination) for all years and months remaining from the termination date until the Contract Ending Date (as defined in section 1 herein); or</p> <p>(ii) \$250,000 if such termination occurs after July 1, 2019.</p>
Jaime White	Fresno State	7/1/17 - 6/30/21	\$ 260,004	Yes	Sliding Scale	<p>(a) Should Employee resign as Fresno State's Head Women's Basketball Coach on or after the date Fresno State concludes its 2016-17 women's basketball season, she shall pay the University a fee of \$400,000.</p> <p>(b) Should Employee resign as Fresno State's Head Women's Basketball Coach on or after the date Fresno State concludes its 2017-18 women's basketball season, she shall pay the University a fee of \$200,000.</p> <p>(c) Should Employee resign as Fresno State's Head Women's Basketball Coach on or after the date Fresno State concludes its 2018-19 women's basketball season, she shall pay the Athletic Corporation a fee of \$100,000.</p>

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

Mike Bradbury	New Mexico	5/1/17 - 4/30/21	\$ 250,000	Yes	Sliding Scale	(the "Liquidated Damages") and not as penalty, a sum of Five Hundred Thousand Dollars (\$500,000.00) in the event that Coach Bradbury terminates this Agreement before the completion of Contract Employment Year 1 (April 2016 – April 2017), Four Hundred and Seven Thousand Dollars (\$407,000.00) before the completion of Contract Employment Year 2 (May 2017 - April 2018), Three Hundred and Five Thousand Dollars (\$305,000.00) before the completion of Contract Employment Year 3 (May 2018 – April 2019), One Hundred Thousand Dollars (\$100,000.00) before the completion of Contract Employment Year 4 (May 2019 – May 2020), and no Liquidated Damages in the event that Coach Bradbury terminates this Agreement in the final (Year 5) Contract Employment Year. Pursuant to this paragraph, any Liquidated Damages sum shall be paid in full to
Amanda Levins	Nevada	7/1/17 - 4/15/20	\$ 210,000	Yes	Tied to Current Base Salary	6.2.a.2. Liquidated Damages If the Employee terminates this Agreement for convenience, all obligations of the University shall cease as of the effective date of the termination, and the Employee or Employee's designee shall pay to the University, as liquidated damages and not a penalty, the following sums calculated as of the effective date of termination: Employee shall pay to the University an amount equal to Employee's then current Contract Year Base Salary as defined in Article 5.1 of this Agreement for the period remaining in the Term (partial months shall be prorated).
Stacie Terry	San Diego State	10/10/16 - 4/30/20	\$ 227,724	Yes	Sliding Scale	3. Section 7.04 of the Appointment Letter is amended to indicate that Coach shall have the following buyout obligations payable to the University upon separation: 1. Before completion of year one: \$225,000 2. Before completion of year two: \$125,000 3. Before completion of year three: \$75,000 4. Before completion of year four: \$0
Jamie Craighead	San Jose State	7/1/16 - 4/30/21	\$ 206,916	No	NA	NA
Kathy Oliver	UNLV	4/24/17 - 6/30/21	\$ 190,000	Yes	Sliding Scale	a. If the Employee terminates this Agreement for convenience between the Effective Date and the 2 year anniversary of the Effective Date, an amount equal to two times the amount of Employee's Base Salary as defined in Article 5.1; b. If the Employee terminates this Agreement for convenience between the 2 year anniversary of the Effective Date and the 3 year anniversary of the Effective Date, an amount equal to one and one-half times the amount of Employee's Base Salary as defined in Article 5.1; and c. If the Employee terminates this Agreement for convenience after the 3 year anniversary of the Effective Date, an amount equal to the entire remaining Base Salary due to Employee as set forth in Article 5.1 (partial months prorated).
Jerry Finkbeiner	Utah State	6/1/17 - 5/31/20	\$ 195,000	Yes	Sliding Scale	Should Coach elect to terminate his employment to accept another Division 1 head coaching position prior to April 15, 2018, Coach agrees to pay USU liquidated damages in the amount of \$150,000. Should Coach elect to terminate his employment to accept another Division 1 head coaching position after April 15, 2018 and prior to April 15, 2019, Coach will pay USU liquidated damages in the amount of \$75,000. If Coach elects to terminate his employment after April 15, 2019, Coach will not be required to pay any liquidated damages. Additionally, if Coach terminates for any reason other than stated in this paragraph 16, no payment of liquidated damages will be required.

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

ATTACHMENT 8

Joe Legerski	Wyoming	7/1/17 - 4/30/22	\$ 200,004	NA	NA	NA
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**BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 20, 2019**

IDAHO STATE UNIVERSITY

SUBJECT

Multi-year contract for new Head Men's Basketball Coach, Ryan Looney

APPLICABLE STATUTE, RULE, OR POLICY

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

ALIGNMENT WITH STRATEGIC PLAN

Single and multi-year coach contracts are a non-strategic, Board governance agenda item.

BACKGROUND/DISCUSSION

Idaho State University (ISU) has hired a new Head Men's Basketball Coach and requests permission to extend a 5-year fixed term contract.

IMPACT

The annual base salary is \$115,000. Coach Looney will also be eligible to receive an increase in compensation each fiscal year in accordance with increases as determined by the Athletic Director and University President, and approved by the Board of Trustees.

In addition, Coach Looney has the opportunity to earn the following as supplemental compensation:

- Two weeks' pay of annual salary each year the Team is the regular-season conference champion or co-champion (see Section 3.2.1)
- Two weeks' pay of annual salary each year the Coach is named Big Sky Conference Coach of the Year (see Section 3.2.2)
- Two weeks' pay of annual salary each year the Team wins the Big Sky Conference tournament or obtains an NCAA Men's Basketball Tournament berth (see Section 3.2.3)
- Up to \$5,000 based on academic achievement and behavior of Team members (see Section 3.2.4)

<u>Team APR Ranking</u>	<u>Incentive Pay</u>
970-979	\$ 2,000.00
980-989	\$ 2,500.00
990-999	\$ 3,000.00
1,000	\$ 5,000.00

- \$6,000 for winning twenty (20) or more regular season Men's Basketball games (see Section 3.2.5)
- Up to \$92,000 for advancing in the NCAA Men's Basketball Tournament (see Section 3.2.6)

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 20, 2019

Round 1	64 Teams	1 st win	\$ 5,000
Round 2	32 Teams	2 nd win	\$10,000
Round 3	16 Teams	3 rd win	\$12,000
Round 4	8 Teams	4 th win	\$15,000
Round 5	4 Teams	5 th win	\$20,000
Round 6	2 Teams	6 th win	\$30,000

- Up to \$20,000 for advancing in the NIT Men's Basketball Post-Season Tournament (see Section 3.2.7)

Round 1	32 Teams	1 st win	\$2,000
Round 2	16 Teams	2 nd win	\$3,000
Round 3	8 Teams	3 rd win	\$4,000
Round 4	4 Teams	4 th win	\$5,000
Round 5	2 Teams	5 th win	\$6,000

- \$15,000 for participation in media programs and public appearances (see Section 3.2.8)

The maximum potential annual compensation is \$245,000.00, excluding revenue from youth summer camps.

If Coach Looney terminates the contract for convenience, Coach shall pay to ISU, as liquidated damages and not a penalty, the following sum: \$100,000.00 if termination occurs within one year of the contract commencement date, \$75,000.00 if termination occurs within two years of the contract commencement date, \$50,000.00 if termination occurs within three years of the contract commencement date, and \$25,000.00 anytime thereafter prior to the expiration date. 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. (see Section 5.3.3)

Coach Looney is also eligible for the Courtesy Car program, whereby local dealers provide courtesy vehicles for use by various coaches. The Idaho Department of Administration Risk Management Program insures the courtesy vehicles for business use, and the coach is required to provide personal, non-owned car coverage pursuant to Board policy II.F.2.b.vi.

ATTACHMENTS

- Attachment 1 – Clean Version – Ryan Looney Multi-Year Contract
- Attachment 2 – Redline Version – Ryan Looney Multi-Year Contract
- Attachment 3 – Compensation Comparison
- Attachment 4 – Liquidated Damages
- Attachment 5 – 4-year History of APR/national average APR
- Attachment 6 – ISU Men's Basketball Coaching Staff

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 20, 2019

STAFF COMMENTS AND RECOMMENDATIONS

The proposed coach employment agreement requires Board approval under Board Policy II.H. because the term of the contract is longer than three years. The maximum potential annual compensation for the contract (base compensation plus bonuses) is \$245,000. Compared to other Big Sky conference coaches, the base salary for Ryan Looney is lowest in the conference.

Liquidated damages are included in the contract at \$100,000 for the first year of the contract. Compared to other Big Sky conference coaches, this amount is on the higher end of liquidated damages.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to extend the multi-year employment contract with Ryan Looney as Men's Basketball Coach as described in Attachment 1, for a fixed-term effective July 1, 2019 and expiring May 5, 2024.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**IDAHO STATE UNIVERSITY MEN'S BASKETBALL HEAD COACH MULTI-YEAR
CONTRACT**

(Template adopted by Idaho State Board of Education, _____, 2018)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY (University), and RYAN LOONEY(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 Men's Basketball Team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's 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 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 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 3.2.10 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of (5) years, commencing on July 1, 2019 and terminating, without further notice to Coach, on May 5th, 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 of \$115,000 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 Chief Executive Officer 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) The opportunity to receive such employee benefits as the University'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 Chief Executive Officer, in the Chief Executive Officer's discretion, to institute furloughs or to take such other actions consistent with Board policy as the 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 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion, and if Coach continues to be employed as University's's head men's basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to two weeks (2/52) of Coach's Annual Salary during the fiscal year in which the championship or eligibility are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Coach is named as the Big Sky Conference Coach of the Year, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to two weeks (2/52) of Coach's Annual Salary in effect on the date that Coach is named Big Sky Conference Coach of the Year. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year the Team either wins the Big Sky Conference Tournament or obtains an NCAA Men's Basketball Tournament berth, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to two weeks (2/52) of Coach's Annual Salary during the fiscal year in which the post-season participation is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$5,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University 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.

Team APR:	Incentive Pay Up To:
970-979	\$2,000
980-989	\$2,500
990-999	\$3,000
1,000	\$5,000

3.2.5 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$6,000.00 for winning twenty (20) or more regular season men's basketball games, provided that Coach continues to be employed as University's men's basketball coach as of the ensuing May 1st.

3.2.6 Each year the Team advances in the NCAA Men's Basketball Tournament, and if Coach continues to be employed as University's head men's

basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	64 Teams	1 st win	\$ 5,000
Round 2	32 Teams	2 nd win	\$10,000
Round 3	16 Teams	3 rd win	\$12,000
Round 4	8 Teams	4 th win	\$15,000
Round 5	4 Teams	5 th win	\$20,000
Round 6	2 Teams	6 th win	\$30,000

Possible total national championship winner computation bonus is \$92,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

3.2.7 Each year the Team advances in the NIT Men’s Basketball Post-Season Tournament, and if Coach continues to be employed as University’s head men’s basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	32 Teams	1 st win	\$2,000
Round 2	16 Teams	2 nd win	\$3,000
Round 3	8 Teams	3 rd win	\$4,000
Round 4	4 Teams	4 th win	\$5,000
Round 5	2 Teams	5 th win	\$6,000

Possible bonus compensation total for winning NIT Mens’s Basketball Post-Season Tournament \$20,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

3.2.8 Coach shall receive the sum of \$15,000.00 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 (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. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

3.2.9 **(SUMMER CAMP—OPERATED BY COACH)** Coach may operate a summer youth boys basketball camp at the University (College) under the following conditions:

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

- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. Coach shall not use University personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University are given priority when Coach or the private enterprise selects coaches to participate;
- d) Coach complies with all NCAA, Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) Coach or the private enterprise enters into a contract with University and Chartwell's for all campus goods and services required by the camp.
- f) Coach or private enterprise pays for use of University facilities.
- 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 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 while engaged in camp activities. Coach and all other University 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 to be held by Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.

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

3.3 General Conditions of Compensation. All compensation provided by the University 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 cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit B. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's Policies and Procedures; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, 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 Chief Executive Officer, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the Chief Executive Officer.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's Chief Executive Officer for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's Chief Executive Officer whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. 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 Chief 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.

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.

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: \$100,000.00 if termination occurs within one year of the contract commencement date, \$75,000.00 if termination occurs within two years of the contract commencement date, \$50,000.00 if termination occurs within three years of the contract commencement date, and \$25,000.00 anytime thereafter prior to the expiration date. 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 Policies and Procedures.

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 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 rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Courtesy Car), 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 <u>University (College)</u> :	Director of Athletics 921 So. 8 th Ave. Stop 8173 Pocatello, ID 83209	with a copy to:	Chief
Executive Officer	921 So. 8 th Ave. Stop 8310 Pocataello, ID 83209		

Coach: Ryan Looney
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 Ryan Looney

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

Signature: _____
Printed Name: _____
Date: _____

Approved by the Idaho State Board of Education on the ____ day of _____,
20__.

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

~~(MODEL ATHLETICS MULTI-YEAR CONTRACT)~~ **IDAHO STATE UNIVERSITY MEN'S BASKETBALL HEAD COACH MULTI-YEAR CONTRACT**
 (~~template~~ Template adopted by Idaho State Board of Education, _____, 2018)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between _____ ~~(University (College))~~ **IDAHO STATE UNIVERSITY (University)**, and _____ **RYAN LOONEY** (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the head coach of its intercollegiate ~~(Sport) Men's Basketball t~~ Team (Team) ~~(or Director of Athletics)~~. Coach ~~(Director)~~ represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's ~~(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 (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 ~~(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 3.2.10 (depending on supplemental pay provisions used) shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~(5)~~ years, commencing on ~~April 29th~~ July 1, 2019 _____ and terminating, without further notice to Coach, on _____ May 5th, 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) An annual salary of \$115,000 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and Chief Executive 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) The opportunity to receive such employee benefits as the University's ~~(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 Chief Executive Officer, in the Chief Executive Officer's discretion, to institute furloughs or to take such other actions consistent with Board policy as the 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 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's ~~(College)~~'s head ~~(Sport)~~men's basketball coach as of the ensuing ~~July-May~~ 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(amount or computation)two weeks (2/52)~~ of Coach's Annual Salary during the fiscal year in which the championship ~~and or(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)~~Coach is named as the Big Sky Conference Coach of the Year, and if Coach continues to be employed as University ~~(College)~~'s head ~~men's basketball(Sport)~~ coach as of the ensuing ~~July-May~~ 1st, the University ~~(College)~~ shall pay Coach supplemental compensation in an amount equal to ~~(amount or computation)two weeks (2/52)~~ of Coach's Annual Salary in effect on the date ~~of the final poll~~that Coach is named ~~Big Sky Conference Coach of the Year~~. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year the Team either wins the Big Sky Conference Tournament or obtains an NCAA Men's Basketball Tournament berth, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to two weeks (2/52) of Coach's Annual Salary during the fiscal year in which the post-season participation is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.~~34~~ Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~(amount or computation)\$5,000~~ based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University ~~(College)~~ as academically at-risk students; the conduct of Team members on the University ~~(College)~~ campus, at authorized University ~~(College)~~ activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

<u>Team APR:</u>	<u>Incentive Pay Up To:</u>
<u>970-979</u>	<u>\$2,000</u>
<u>980-989</u>	<u>\$2,500</u>
<u>990-999</u>	<u>\$3,000</u>
<u>1,000</u>	<u>\$5,000</u>

3.2.45.5 Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~(amount or computation) \$6,000.00 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~~ for winning twenty (20) or more regular season men's basketball games, provided that Coach continues to be employed as University's men's basketball coach as of the ensuing May 1st.

3.2.56 Each year the Team advances in the NCAA Men's Basketball Tournament, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	64 Teams	1 st win	\$ 5,000
Round 2	32 Teams	2 nd win	\$10,000
Round 3	16 Teams	3 rd win	\$12,000
Round 4	8 Teams	4 th win	\$15,000
Round 5	4 Teams	5 th win	\$20,000
Round 6	2 Teams	6 th win	\$30,000

Possible total national championship winner computation bonus is \$92,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

3.2.7 Each year the Team advances in the NIT Men's Basketball Post-Season Tournament, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	32 Teams	1 st win	\$2,000
Round 2	16 Teams	2 nd win	\$3,000
Round 3	8 Teams	3 rd win	\$4,000
Round 4	4 Teams	4 th win	\$5,000
Round 5	2 Teams	5 th win	\$6,000

Possible bonus compensation total for winning NIT Mens's Basketball Post-Season Tournament \$20,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

3.2.8 Coach shall receive the sum of ~~(amount or computation)~~ \$15,000.00 from the University ~~(College)~~ or the University ~~(College)~~'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. ~~This sum shall be paid (terms or conditions of payment). The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.~~

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

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

- a) The summer youth camp operation reflects positively on the University (College) and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. Coach shall not use University ~~(College)~~ personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University ~~(College)~~ are given priority when Coach or the private enterprise selects coaches to participate;
- d) Coach complies with all NCAA ~~(NAIA)~~, Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) Coach or the private enterprise enters into a contract with University ~~(College)~~ and ~~(campus concessionaire)~~ Chartwell's for all campus goods and services required by the camp.

- f) Coach or private enterprise pays for use of University ~~(College)~~ facilities, ~~including the _____~~.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as 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 to be held by Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.

3.2.710 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)Adidas~~ 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)Adidas~~ product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~—(Company Name)Adidas,—~~ or give a lecture at an event sponsored in whole or in part by ~~(Company Name)Adidas~~, 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)men's basketball~~ coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name)Adidas~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name)Adidas~~, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

the NCAA ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University ~~(College)~~'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit B. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University ~~(College)~~'s ~~(Faculty Staff) Handbook~~ Policies and Procedures; (c) University ~~(College)~~'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport)~~ Big Sky conference of which the University ~~(College)~~ is a member.

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

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

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the

Director and shall, when necessary or appropriate, be subject to the approval of Chief Executive Officer 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 ~~(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 ~~(College)~~'s designated media outlets.

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this

Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

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

- a) A deliberate or major violation of Coach's duties under this Agreement 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 conference or the NCAA ~~(NAIA)~~, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University ~~(College)~~'s consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University ~~(College)~~'s judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;
- f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the conference, or the NCAA; ~~(NAIA)~~;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the conference, or the NCAA ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the conference, or the NCAA

~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this 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 ~~(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, 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:

\$100,000.00 if termination occurs within one year of the contract commencement date, \$75,000.00 if termination occurs within two years of the contract commencement date, \$50,000.00 if termination occurs within three years of the contract commencement date, and \$25,000.00 anytime thereafter prior to the expiration date. 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 ~~(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 ~~(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 ~~(College)~~'s student-athletes or otherwise obstruct the University ~~(College)~~'s ability to transact business or operate its intercollegiate athletics program.

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

5.7 Waiver of Rights. Because 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 ~~(College)~~ ~~(Faculty Staff Handbook)~~ Policies and Procedures.

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 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 ~~(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 ~~(College)~~'s direction or for the University ~~(College)~~'s use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University ~~(College)~~. Within twenty-four (24) hours of the expiration of the term of this Agreement 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 ~~(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 (College): Director of Athletics
921 So. 8th Ave. Stop 8173
Pocatello, ID 83209

with a copy to: Chief Executive Officer
921 So. 8th Ave. Stop 8310
Pocataello, ID 83209

Coach: _____Ryan Looney

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

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

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

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

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

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

Signature: _____
Printed Name: _____
Date: _____

Approved by the Idaho State Board of Education on the ____ day of _____,
20__.

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

Big Sky Conference Men's Basketball Compensation Packages

SCHOOL	BASE SALARY	TERM	EXTRA BENEFITS	INCENTIVES
EWU	\$ 130,000.00	5	Courtesy Car	Raises undetermined; APR, BSC, post-season; renewal 7/1
UI	\$ 185,432.00	4	car	media, conference champion, top 25 ranking, conference coach of year, APR, team wins, portion of gate, NCAA round of 16, portion of guarantees, net proceeds from camps
ISU	\$ 115,000.00	5 years	car	Media \$15,000, Other total possible range \$2,000 - \$115,000
UM	\$ 155,003.00	3	Monthly car stipend; golf membership	CPGA yearly (bonuses not cumulative) 2.90 – 2.99-\$1,500, 3.00 – 3.09-\$2,500, 3.10 or above-\$3,500; APR 950 or higher-\$2,500; GSR equal or higher to Div I MBB-\$5,000; No “0-for-2” APR-\$1,000; Maintain or increase season attendance-\$2,500; Attend all requested functions-\$7,000; Conference Coach of the Year-\$5,000; Regular Season Co/Champions-\$5,000; Win BSC Tournament or selected for the NCAAAs-\$10,000; NIT bid-\$5,000; Qualifies for NIT “Final Four”-\$5,000; Win NIT-\$5,000; Team plays in NCAA First Round and wins (if applicable)-\$5,000; Win NCAA Second Round game-\$15,000; Win NCAA Third Round game-\$25,000; Win NCAA “Sweet Sixteen game-\$25,000; Win NCAA “Elite 8” game-\$25,000; Win NCAA “Final Four” game-\$25,000; Win NCAA National Championship-\$25,000
MSU	\$ 160,674.00	3	Car, cell phone	
NAU	\$ 185,400.00	4	cell phone stipend, vehicle, tickets	academic and athletic performance
UNC	\$ 156,938.00		car, country club	
PSU	\$ 170,004.00	Muli Year	Facility Use for Summer Camps	20 Game, Post Season, APP
SAC	\$ 184,920.00	5	car	
SUU	\$ 151,980.00		Car stipend	APR; # of wins; conf. titles; playoffs.
WSU	\$ 200,375.00	8 years	Country Club Membership, Courtesy Car, Cell Phone Stipend	\$ 150,000.00

Big Sky Conference Men's Basketball Compensation Packages

SCHOOL	LIQUIDATED DAMAGES
EWU	\$50,000
UI	\$75,000 with greater than 2 years remaining in contract, \$50,000 thereafter
ISU	\$100,000 in year 1; \$75,000 in year 2; \$50,000 in year 3; \$25,000 every year thereafter
UM	Coach must pay institution an amount equal to amount remaining on the contract per Montana SBOE mandate
MSU	Coach must pay institution an amount equal to amount remaining on the contract per Montana SBOE mandate
NAU	1 year base salary, may be reduced at the discretion of the President
UNC	\$75,000
PSU	\$30,000
SAC	100% of base in years 1, 50% of base in years 2-3, years 4-5 \$0
SUU	For 5 yr contract \$100K, descends to \$75K in year 3, and \$50K for last 2 years of contract
WSU	\$50,000

Idaho State University Men's Basketball

APR Scores & Team GPA

Four-Year average APR score: 949 (TBA. 5/8/19)

National average APR score: (TBA. Awaiting NCAA Division I APR Public Announcement 5/8/19)

Single-Year APR score:

2014-15	960
2015-16	898
2016-17	958
2017-18	980 (TBA. Awaiting APR Announcement)

Team GPA:

2015-16	2.85
2016-17	3.28
2017-18	3.09
2018-19	(TBA. Spring 2019 grades post 5/8/19)

Fall 2015	2.58
Spring 2016	3.13
2015-16	2.85

Fall 2016	3.20
Spring 2017	3.36
2016-17	3.28

Fall 2017	2.97
Spring 2018	3.20
2017-18	3.09

Fall 2018	2.99
Spring 2019	TBD 5/8/19
2018-19	TBD 5/8/19

Idaho State University Men's Basketball Staff	
Ryan Looney	Head Coach
Jared Phay	Associate Head Coach
Joe White	Assistant Coach
Christ McMillian	Assistant Coach
Davis Furman	Graduate Assistant Coach