

EASTERN WASHINGTON UNIVERSITY
DEPARTMENT OF INTERCOLLEGIATE ATHLETICS
HEAD COACH
EMPLOYMENT CONTRACT – HEAD FOOTBALL COACH

This contract is between Aaron Best (the "Employee") and Eastern Washington University (the "University").

The parties agree as follows:

1. Position. The University agrees to employ the Employee as a 100% time exempt Head Football Coach, under the terms and conditions set forth in this contract.
2. Employee Responsibilities. Employee agrees to accept employment under the following terms and conditions:
 - a. Employee shall devote full effort in faithfully and diligently carrying out the duties of Head Football Coach in the Department of Intercollegiate Athletics;
 - b. Employee shall comply with and support all University rules and regulations and the Athletic Department Employee Guide.
 - c. Employee shall adhere to all applicable rules and regulations of the NCAA, the Big Sky Conference, and other established bodies that govern intercollegiate athletics and the University. In the event Employee becomes aware, or has reasonable cause to believe, that violations of these organizations' constitutions, bylaws, interpretations, rules, or regulations may have taken place, Employee shall report same promptly to the Athletic Director, Compliance Coordinator, or his/her designee. Employee recognizes and accepts responsibility for rule compliance and will attend continuous rules education;
 - d. Employee shall carry out all other Department duties as assigned by the Athletic Director (the "Director"). The Director shall have the sole discretion to reassign the Employee to duties other than Head Football Coach during the term of this contract; and
 - e. Employee shall comply with all applicable federal and state laws. Compliance with state laws shall include, but not be limited to Chapter 42.52 Revised Code of Washington, Ethics in Public Service, which includes but is not limited to the following ethical standards:
 - 1) Employee may not have a financial interest or engage in any activity that is in conflict with the proper discharge of Employee's official duties;
 - 2) Employee may not use his/her official position to secure special privileges for him/herself or any other person;
 - 3) Employee may not receive compensation from any person, except the state of Washington, for performing his/her official duties;
 - 4) Employee may not have a beneficial interest in a contract that is made by, through, or is

under his/her supervision;

- 5) Employee may not accept any compensation from any other person beneficially interested in a contract that is made by, through, or is under his/her supervision;
- 6) Employee may not receive anything of economic value under any contract or grant outside his/her official duties unless approved in advance by the Director;
- 7) Employee may not use state resources including: the office, money, property, equipment, supplies, or personnel for personal benefit or to benefit another person;
- 8) Employee will not accept a gift or honoraria except as authorized by the state ethics law (RCW 42.52) and the EWU Policy on Gifts and Honoraria.

3. Duration. This contract shall be for a definite term, commencing 2/6/2017 through 12/31/2021, unless terminated sooner in accordance with Eastern Washington University Policies and Procedures, Topic 406-01 – Administrative Employees and/or in accordance with the provisions of this contract.

4. Compensation and Benefits. Employee's compensation and benefits shall be as follows:

- a. Base Salary. Employee's 12 month year salary shall be \$180,000, plus any additional approved increases. Your monthly salary will be \$15,000. For each consecutive year of this contract the base salary will be adjusted by \$5,000 on January 1st. In addition, the University may provide additional compensation for extra work done in connection with post-season competition and/or additional appointments. Compensation shall be paid in accordance with established University and state of Washington payroll procedures. Reimbursement for expenses shall be in accordance with established University policies;
- b. Incentives. If legislatively authorized, in addition to base salary, you will receive incentive bonuses as part of this employment agreement as follows:

Conference and postseason competition:

- A. \$2,000 for winning the Big Sky regular season
 - B. \$2,000 for each win in the first round, second round and quarterfinals of the Football Championship Subdivision (FCS) playoffs.
 - C. \$4,000 for winning the semifinals
 - D. \$10,000 bonus for winning the national championship
- c. Academic Performance.
- A. \$4,000 for each year that at least 75% of the student-athletes graduate within five (5) years of their original enrollment at Eastern Washington University while participating in football in four (4) of those years. The five year time period excludes time defined as service exceptions to the five year rule (NCAA Bylaw 14.2.1.2).

- d. Media Compensation. At the discretion of the Director, the Employee may be assigned to appear on television, radio broadcasts, and sports shows dedicated to Eastern Washington University sports as may be developed, and any other media appearance as directed by the Director in the Director's sole discretion. The amount of media compensation for the subsequent years of the contract shall be separately negotiated in writing, and may be either higher or lower depending, in part, on the status and amount of the University's individual media contracts. Employee agrees to make him/herself available for such appearances as directed by the Director. It is acknowledged that such appearances will include, but not be limited to, pre-game and post-game shows connected with game broadcasts and/or pre-game and post-game receptions. If this contract is terminated for any reason or if the University's individual media contracts are terminated for any reason, there shall be no entitlement to further payments under this section beyond the date of such termination(s);
 - e. Summer Camp. You will receive up to \$50,000 annually as long as the Football camp(s) produce revenue of at least that amount after all expenses have been accounted for. Verification of net proceeds must be confirmed by the Associate Athletic Director for Business and Finance after the conclusion of each camp and then approved by the Director of Athletics. Payments may be made after each camp once all expenses are accounted for, but in no event shall you receive more than \$50,000 per fiscal year.
 - f. Shoe, Apparel, and Equipment Contracts. At the discretion of the Director, the Employee may be asked to endorse, consult, or provide other services for shoe, apparel, or equipment manufacturers with whom the University has contracted directly for athletic shoes, apparel, or equipment. For such services, Employee shall receive additional compensation in an amount to be separately negotiated in writing, along with the details of the services to be provided by Employee;
 - g. Benefits. You continue to be eligible for our benefits package. You will need to contact the Benefits Office at (509) 359-2488 regarding any questions or changes you may have concerning your benefits.
 - h. Courtesy Car. Employee may be provided a courtesy car to assist employee in fulfilling his/her University duties. A courtesy car will be provided to the Employee at the sole discretion of the Director or his/her designee. Appropriate automobile insurance shall be the sole responsibility of the Employee. Responsibility for the car's maintenance and license fees shall be agreed upon by the Employee and automobile dealer. Use of the car shall require the Employee to follow appropriate State and University, University Foundation, and Internal Revenue Service guidelines for appropriate disclosure. It is understood that the courtesy car may be withdrawn by the Director at any time at his/her sole discretion.
 - i. Leave: Leave shall be in accordance with Topic 406-01 – Administrative Employees, Chapter 4. Vacation leave shall be accrued at a rate of 14.67 hours per each eligible month. Use of vacation leave may begin after six months of continuous employment. Sick leave shall be accrued at a rate of 10 hours per each eligible month. Sick leave accrual will increase to 12 hours per month after two years of continuous exempt service.
5. Academic Expectations. In the performance of his/her duties, Employee shall be directly responsible to and under the supervision of the Director. Without limitation of the foregoing,

Employee in the performance of his/her duties, shall conduct him/herself at all times in a manner consistent with his/her position as an instructor of students. The parties agree that, although this employment contract is sports-related, the primary purpose of the University and this contract is to further education. Thus, the parties recognize and agree that satisfactory academic performance, and normal and ordinary progress toward obtaining a baccalaureate degree by student-athletes participating in the University's intercollegiate athletic programs are of paramount importance. Performance reviews by the University of the Employee shall specifically include an evaluation of how well the participants in the University's intercollegiate athletics programs are performing academically. Employee agrees to adhere to and follow the academic standards and requirements of the University in regard to the recruitment and eligibility of prospective and current student-athletes for the sports program. All academic standards, requirements, and policies of the University shall be observed by the Employee at all times and shall not be compromised or violated at any time.

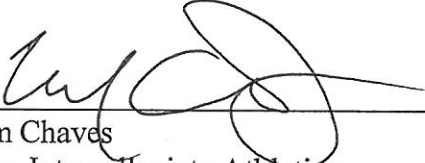
6. Collateral Opportunities. The parties acknowledge the existence of collateral opportunities that may result in additional income to Employee, such as personal service agreements for supplemental income. The following terms and conditions shall apply to Employee's collateral opportunities:
 - a. University Obligations Are Primary. Such outside activities shall not interfere with the full and complete performance by Employee of his/her duties and obligations as a University employee, recognizing always that Employee's primary obligations lie with the University and its students;
 - b. NCAA Rules, State Law, Federal Law And University Policy Shall Be Followed. In no event shall Employee accept or receive directly or indirectly any monies, benefit, or any other gratuity whatsoever from any person, corporation, University booster club or alumni association, or other benefactor, or engage in any other action, if such action would violate the NCAA or Big Sky Conference, constitution, bylaws, rules, federal law, state law and/or University policy;
 - c. Prior Written Approval. Employee must obtain prior written approval from the Director and the President of the University for all athletically related income and benefits from sources outside the University, including but not limited to: income from annuities, sports camps, housing benefits, ticket sales, television and radio programs, and endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers or distributors. Prior written approval from the Vice President for Business and Finance Office is required to use, directly or by implication, the institution's name, logo, or other registered trademarks in the endorsement of commercial products or services for personal gain. Prior written approval from the President may also be required for certain kinds of non-athletically related income under state law;
 - d. Annual Reporting Requirement. Employee must provide the President with a written report, at the end of each calendar year, itemizing all outside compensation received during that year;
 - e. Other Limitations. Employee may not be identified in any commercial advertisement as an employee of the University, and Employee's position or title may not be used as an identifier

in such advertisement, without the prior written consent of the University. In addition, Employee may not use or be pictured in identifiable University facilities in commercial advertisements without the prior written consent of the University. Any outside activities undertaken shall be in conformance with state law and University policies; and

- f. University Is Not Liable. Under no circumstances shall the University be responsible or legally liable for any collateral opportunities or benefits.
7. Termination by University with Cause. University shall have the right to terminate this contract for just cause prior to its normal expiration. The term "just cause" shall include, in addition to and as examples of its normally understood meaning in employment contracts: failure to perform job duties assigned by the Director or President, insubordination, mental or physical incapacity, discontinuation or change of the program in which the administrative position inheres, conviction for violation of state or federal law, violation of the university's and/or NCAA's published rules, regulations or policies, or violation of those duties outlined in this contract. Just cause sufficient to satisfy the provisions of this paragraph shall be determined by the Director.
8. Termination for Convenience: Employee may be terminated for convenience without cause at the discretion of the Director, with approval of the President, by written notice to the Employee, accompanied by the payment of six months' current salary as liquidated damages, subject to withholding and OASI contributions. Accordingly, the parties agree that if the University makes the payment set forth in this provision, University shall have no further liability to the Employee.
9. Breach by Employee: In the event Employee breaches this contract by leaving employment prior to the end date of the contract to coach at another NCAA institution, or to coach at any level of professional athletics, Employee shall pay to University lieu of all other legal remedies liquidated damages a sum equal to \$50,000. The parties acknowledge that the University will incur administrative, recruiting and resettlement costs and loss of ticket revenues which damages are difficult to determine with certainty. Accordingly, the parties agree that if the Employee makes the payment set forth in this provision, Employee shall have no further liability to the University.
10. Suspension. The Director shall have the authority to order the suspension of Employee from his/her duties provided that notice of any such suspension shall be delivered to Employee in writing, detailing the reasons for the suspension and setting forth a reasonable time within which the Employee may respond.
11. NCAA Violations. Without limitation upon any right or remedy of the institution in the event Employee breaches this contract, it is specifically agreed that if the Employee is found to be in violation of NCAA rules and regulations, the Employee shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure. If the Employee is found to have been involved in conduct which violates NCAA and/or Conference rules and regulations which include a Level I violation (a Severe Breach) and/or a Level II violation (a Significant Breach) for conduct which occurs beginning October 30, 2012 and/or for a Major Violation for conduct occurring before October 30, 2012, the University may take one or more of the following actions that it deems appropriate: (a) termination of employment in accordance with paragraph 7; (b) suspension, with or without pay, for such period of time as the institution shall

determine; (c) modification of duties; or (d) reassignment to other employment duties within the institution. A coach may be terminated or disciplined for any act or omission that may give rise to a finding that that institution has violated a NCAA regulation.


12. Entire Agreement. It is mutually understood that this contract contains all of the terms and conditions to which the parties have agreed. No other understandings or representations, either oral or written, regarding this contract shall be deemed to exist or to bind the parties. Modifications or amendments to this contract shall be made in writing and signed by each party. This contract may be extended on mutual agreement of the parties.
13. Venue and Applicable Law. This contract is made and entered into in the state of Washington and the laws of Washington shall govern its validity and interpretation. Venue for any action under this contract shall be in Superior Court for Spokane County.



William Chaves
Director, Intercollegiate Athletics

2-7-17


Date



Mary Cullinan
President

2/8/17

Date



Aaron Best
Head Football Coach

Date

2/13/17

Date

c: Athletic department, President's Office, Budget, Benefits, Human Resources, Chrono