

HEAD COACH EMPLOYMENT AGREEMENT

This Agreement is entered into between Montana State University - Bozeman ("MSU" or "University") and Coach Matt Logie ("Coach") for the employment of a Head Men's Basketball Coach.

For and in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. **TERM.** Subject to the terms and conditions of this Agreement, MSU will employ Matt Logie as Head Coach for the MSU Men's Basketball program ("Program") for the period beginning April 1, 2026 and ending April 30, 2030.

2. **Extension.** Each year of this Agreement, the parties will meet to mutually discuss the option to enter into a new Agreement on the terms and conditions agreed upon. Any such extension will be by separate written agreement and contingent on approval of the Commissioner of Higher Education. MSU may offer an extension at any time during each year of the Term and may begin negotiations on or after March 1 of each contract year.

3. **DUTIES.** The Coach is subject to the applicable provisions of the Montana Board of Regents Policy and Procedures Manual [<http://www.montana.edu/borpol/default.asp>]; the MSU Personnel Policies and Procedures Manual [<http://www2.montana.edu/policy/personnel/>]; and the MSU Department of Athletics Policy Manual. He shall report directly to the Director of Athletics and will be responsible for the Men's Basketball Program, subject to the directives, input, and advice of his superiors. Specifically, Coach will perform the duties outlined herein.

a. Coach is responsible for planning, supervision, coordination, and leadership in all aspects of the MSU Men's Basketball Program.

b. Coach will be assigned a budget for the program and is responsible to maintain the budget and operate the program in a fiscally responsible manner.

c. The University and Coach acknowledge and agree that student athletes should be integrated into the academic environment, that academic success is paramount, and that graduation is the primary goal for student athletes. Coach shall make all reasonable efforts to promote and support the academic success and graduation of the team's student athletes.

d. Coach acknowledges that student athletes are subject to all policies, rules and regulations governing all students of the University and that the University and Coach shall make all reasonable efforts to create an environment in which student athletes respect and abide by all policies rules and regulations governing students of the University.

e. Coach shall have the authority to approve the hiring and termination of assistant coaches and staff for the Men's Basketball program subject to the approval of the Director of

Athletics. Coach will be responsible for the assignment of duties and supervision of the performance of the assistant coaches and other employees assigned to the MSU Men's Basketball program.

f. Coach and the assistant coaches will be required to have current CPR certification and First Aid training as required by the MSU and requested by the Big Sky conference.

g. Coach will participate in some or all of the following as requested by MSU:

- Fund raising activities
- Social activities for boosters
- Booster golf tournaments
- Public speaking engagements
- Interviews and other media obligations as requested and coordinated by the Sports Information Directors
- The Athletics Department's Men's Basketball summer camps

h. Coach is responsible to have knowledge of, and monitor compliance with, the applicable constitutions, bylaws, rules, policies, interpretations and regulations of the NCAA, the Big Sky Conference and the University that apply to the Men's Basketball program, its coaches and student athletes and to assure compliance with the applicable NCAA, the Big Sky Conference, and the University rules. Coach will consult, as necessary, and coordinate with MSU employees responsible for monitoring and assuring compliance with NCAA, Big Sky, and university rules.

i. Coach will not unreasonably refuse to perform other duties as may be assigned by the Athletic Director or the President of MSU from time to time.

4. **CONDUCT OF THE MSU MEN'S BASKETBALL PROGRAM**

a. Coach shall conduct himself at all times in accordance with and fully comply with the laws, regulations, rules, and guidelines of the State of Montana, MSU, Big Sky Conference, NCAA and in a manner that reflects positively on the image and reputation of MSU. Coach's failure to conduct himself in full compliance with the above-referenced laws, regulations, rules, and guidelines may result in disciplinary or corrective action as may be appropriate in light of the severity of the conduct.

b. Coach shall make all reasonable efforts to ensure that each of the assistant coaches and others under his supervision that assist in the conduct of the MSU Men's Basketball program comply with the applicable rules and regulations of the State of Montana, Big Sky Conference, NCAA and MSU Athletics and in a manner that reflects positively on the image and reputation of MSU.

c. Coach acknowledges that he has reviewed the conduct requirements for athletic personnel in NCAA Bylaw 11.1 and agrees to comply and require the staff he supervises to comply with all NCAA bylaws including the bylaws related to conduct. Specifically, with regard to NCAA violations, Coach acknowledges that if NCAA or other violations are alleged, he or members of his staff may be

suspended with pay or reassigned pending the completion of the investigation. Coach further acknowledges that if he, his assistant coaches, the team's student athletes or the program is found to be involved in deliberate and/or serious violations of NCAA, Big Sky, University regulations or college basketball FBI investigation if those involved were (a) acting at the instruction, direction or consent of the Coach, or (b) are violations about which Coach knew or, upon reasonable investigation, should have known and failed to report to the Director of Athletics where he knew or should have known of the violations, the University may suspend him without pay for a period of time or may terminate this Agreement for cause as provided in Section 10 hereof.

d. Coach agrees to cooperate fully with any investigation by the University, the Big Sky Conference, or the NCAA.

e. Coach, assistant coaches, others who report directly or indirectly to Coach, and student athletes shall foster a culture of collaboration within the department, across campus, and within the community. This shall include but not be limited to the following:

- Student athlete annual bystander intervention training
- Student athlete annual training on the Student-Athlete Conduct Code, Student Code, and the University Discrimination, Harassment, Sexual Misconduct, Stalking and Retaliation policy and procedures and how those policies relate to one another
- Men's Basketball staff training on the Student-Athlete Conduct Code, Student Code, and the University Discrimination, Harassment, Sexual Misconduct, Stalking and Retaliation policy and procedures and how those policies relate to one another

5. **COMPENSATION.**

a. *Annual Base Salary.* Effective upon execution the Annual Base Salary for duties performed by Coach under this Agreement shall be \$215,254.49 , payable in biweekly installments. Coach is entitled to all employee benefits and salary increases available to full-time contract employees of MSU.

b. *Increases in Base Salary.* MSU reserves the right, exercisable in its discretion, to increase the Coach's annual Base Salary based upon the guidelines issued annually by the University for salary adjustments of all contract employees. Coach shall not be excluded from such salary increase based upon the date of execution of this contract. Coach is entitled to all employee benefits available to full time contract employees of MSU.

c. *Retention Incentive.* In addition to the competitive and academic-based incentives contained within this contract, a retention incentive to encourage Coach to remain with the University shall be provided. University agrees to pay Coach a retention incentive of \$50,000 (less applicable taxes and payroll withholding) if Coach remains in the employment of the University on July 1 of each year of

this contract. Incentives shall be paid within thirty (30) days of earning retention.

c. *Summer Camps.* Coach will be authorized to direct sports camps and clinics for youths and coaches. Each year of this Agreement, the Director and Coach shall agree upon the directions, operation, staffing and review of such camps and clinics. Coach may not conduct or direct any camps that are not associated with MSU-Bozeman while employed by MSU as Head Coach.

d. *Automobile.* If a courtesy automobile is provided, Coach will execute a Courtesy and Lease Vehicle Agreement. The business and personal use of the automobile will be reported biweekly to MSU Payroll in a format determined by that office. If a courtesy automobile is not provided, a monthly automobile stipend in the amount of \$500 per month will be provided to Coach. The personal use of such automobile will be valued according to guidelines of the Internal Revenue Service and reported as income to Coach.

e. *Coach's Shows.* MSU will produce or arrange for the production and broadcast of radio and/or television coach's shows during the Men's Basketball season and at such other times as may be requested by the Director of Athletics. For the period that Coach is head coach, he will be required to appear on such show(s) and assist in the production thereof. During the season, Coach will be expected to participate in a weekly media lunch, a weekly Coach's show and pre- and post-game shows and other occasional special media events. Coach will be paid \$20,000 per contract year for appearances on all coaches shows arranged by university. This amount shall be paid as additional compensation in equal installments over the contract year through the biweekly payroll cycle, less applicable payroll taxes and withholdings. The University may produce or arrange for the production and broadcast of radio and/or television shows outside of the basketball season. If Coach's participation is needed, the Athletic Director will work to arrange the timing of the shows to accommodate Coach's schedule.

f. *Athletic Products Promotion and Endorsement.* Coach may, upon prior written approval of the Athletic Director and the President of MSU, accept and agree to accept payments for services from persons other than the University which are permissible under the rules and regulations of the University, the NCAA, and the Big Sky Conference. Coach agrees to report annually (in writing) to the Director of Athletics and the President of MSU and no later than September 1st of each year, all athletically-related income and benefits from sources outside the University, including television and radio programs and any other sources not sponsored by the University. MSU will not unreasonably withhold or delay its approval.

g. *Athletic Equipment, Supplies or Accessories.* MSU may enter into agreements with various manufacturers and distributors to provide athletic equipment, supplies, and accessories ("Products") for MSU's intercollegiate athletics department. When required by such agreements, Coach will participate in promotional activities and endorse those Products that are provided for use in the Head Men's Basketball Coach Agreement

Program. Coach, the assistant coaches, athletes, and other personnel for the Program will be required to use the Products in practice, games, and at public appearances unless good cause exists to allow an exception. For the services provided with regard to promotional activities and endorsement of such Products, Coach may be paid as determined at the time the agreements are negotiated by MSU. The parties agree that coaching duties shall be take priority over any promotional activities.

h. *Outside employment, consulting, or endorsement.* Any outside employment, consulting or endorsement activities may not conflict with the efficient conduct of the MSU Men's Basketball program, violate policies, rules and regulations pertaining to consulting and/or the use of the University for advertising and may not present MSU Men's Basketball, the University or the coach in a way that may adversely affect the reputation and integrity of the program, the University, or the coach.

i. *Public Appearances, public speeches.* Coach may deliver, make, and grant public speeches, public appearances and media interviews and participate in other media activities in connection with his position as Head Men's Basketball Coach. Any use of photographs, films, and videos of the MSU Men's Basketball team and its games and practices in connection with such activities are approved to the extent the University has ownership of the copyright on such materials. If Coach wishes to use MSU photographs, films, and videos in connection with a personal commercial endeavor, he must enter into an appropriate licensing agreement with related payment of licensing fees.

j. *Scheduling.* If Coach generates revenue from guarantee games, such revenue shall be distributed as follows, and paid in the order presented until the entire guarantee amount is expended:

1. A maximum of \$85,000 shall be paid to Coach as additional compensation in equal installments through the biweekly payroll cycle, less applicable payroll taxes and withholdings, beginning the first payroll of the fiscal year so long as the contract for the guaranteed games has been signed. In the event Coach does not play guaranteed games or does not generate income from guaranteed games to satisfy payments to coach, this additional compensation shall end.

2. The next \$45,000 generated shall be paid to the assistant coaches (distribution determined by Coach in consultation with the Athletic Director) as additional compensation in equal installments through the regular biweekly payroll cycle, less applicable payroll taxes and withholdings, beginning the first payroll of the fiscal year so long as the contract for the guaranteed games has been signed.

3. The next \$80,000 shall be paid to Coach as additional compensation in equal installments the biweekly payroll cycle, less applicable payroll taxes and withholdings, beginning the first payroll of the fiscal year so long as the contract for the guaranteed games has been signed. In the event Coach does not play guaranteed games or does not generate income

from guaranteed games to satisfy payments to coach, this additional compensation shall end.

4. Remaining game guarantee revenues, if any, shall be retained by the MSU Department of Athletics.

The choice of guarantee game opponent(s) and game location must receive approval from the Athletic Director prior to commitment (verbal or written). This contract provision shall be reviewed on an annual basis to assess the prevailing guarantee payment amounts being offered by quality opponents. Guarantee game shall be defined for purposes of this Contract as games scheduled against Division I opponents for which MSU is paid a fee.

k. *Performance Incentives.* If while performing his duties as Head Coach, the MSU Men's Basketball team is recognized in any of the following ways, Coach will be paid, in addition to the payments referenced hereinabove, a one-time Performance Incentive as shown.

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| 1. | Grade Point Average: Each semester Men's Basketball achieves an average team GPA of 2.90 – 2.99 (Can earn only one GPA Incentive per semester) | |
| | Head Coach | \$2,000 |
| | Assistant Coaches (each) | \$500 |

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| | Grade Point Average: Each semester Men's Basketball achieves an average team GPA of 3.00 – 3.09 (Can earn only one GPA Incentive per semester) | |
| | Head Coach | \$3,000 |
| | Assistant Coaches (each) | \$750 |

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| | Each academic semester Men's Basketball achieves an average team GPA of 3.10 or above (Can earn only one GPA incentive per semester) | |
| | Head Coach | \$4,000 |
| | Assistant Coaches (each) | \$1,000 |

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| 2. | Each year Men's Basketball maintains a four-year NCAA academic progress rate average score of 950 as determined by the most recently available NCAA APR report* | |
| | Head Coach | \$2,500 |
| | Assistant Coaches | \$ 500 |

** If the APR measure is eliminated by the NCAA during the tenure of this contract, Head Coach and Assistant Coaches will continue to earn this incentive through the duration of this contract.*

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| 3. | Maintain a graduation success rate that is equal to or higher than the overall Division 1 Men's basketball GSR rate as determined by the most recently available NCAA federal Graduation Rate/GSR report" | |
| | Head Coach | \$5,000 |
| | Assistant Coaches | \$1,000 |

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| 4. | Most current APR report shows no "0-for2" men's basketball student-athletes. | |
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	Head Coach	\$1,000
	Assistant Coaches	\$250
5.	If attendance (tickets sold) increases from the previous year	
	1,600	\$2,500
	1,700	\$1,000
	1,800	\$1,000
	1,900	\$1,000
	2,000	\$1,000
	2,100	\$1,000
	2,200	\$1,000
6.	Each year Coach promotes and participates in fundraising activities, social activities, Booster functions (social and golf), public speaking engagements, and ticket sales Campaigns (season and single game)	
	Head Coach	\$30,000
	(paid as additional compensation in equal installments over the contract year through the biweekly payroll cycle, less applicable payroll taxes and withholdings)	
7.	Recognized by the Big Sky Conference as the "Coach or Co Coach of the Year" award	
	Head Coach	\$5,000
8.	Finish Regular Season as Conference Champions or Co-Conference Champions	
	Head Coach	\$5,000
	Assistant Coaches	\$2,500
9.	Win the Big Sky Conference Tournament or Selected for the NCAA Men's Basketball Championships	
	Head Coach	\$15,000
	Assistant Coaches (each)	\$5,000
10.	Selected for the NIT Tournament	
	Head Coach	\$5,000
	Assistant Coaches (each)	\$2,500
11.	Qualifies for the NIT Final Four	
	Head Coach	\$5,000
	Assistant Coaches (each)	\$2,500
12.	Wins the NIT Tournament	
	Head Coach	\$5,000
	Assistant Coaches (each)	\$2,500
13.	Plays in the First Four of the NCAA Division I Basketball Championship Tournament and wins	
	Head Coach	\$5,000
	Assistant Coaches (each)	\$2,500
14.	Team plays in first round of the NCAA Division I basketball championship tournament	

	Head Coach	\$15,000
	Assistant Coaches (each)	\$7,500
15.	Payment for <u>each</u> win in the NCAA Basketball Championships prior to the Final Four	
	Head Coach	\$25,000
	Assistant Coaches (each)	\$12,500
16.	Advance to the Final Four in the NCAA Basketball Championships	
	Head Coach	\$25,000
	Assistant Coaches (each)	\$12,500
17.	Win a Final Four game in the of the NCAA Basketball Championships	
	Head Coach	\$25,000
	Assistant Coaches (each)	\$12,500
18.	Win the National Championship of NCAA Division I Basketball	\$50,000

Each of these payments shall be paid in a lump sum within 60 days of the attainment of each of the above. If this employment agreement is terminated by either party for any reason, Coach shall be paid any incentive earned by the date of termination.

k. In addition to his compensation, the University shall reimburse Coach for business travel and provide per diem in connection with the performance of his duties under this Agreement in accordance with state law and the University's policies and procedures for payment of travel and per diem.

6. **DEDUCTIONS FROM COMPENSATION.** Payments to Coach by MSU pursuant to the terms of this Agreement shall be subject to all payroll and benefit deductions required by law or university regulation. Coach may make such other deductions permitted by law and authorized by MSU in writing.

7. **OTHER EMPLOYMENT.**

a. If more than six months remain of the term of this Contract or any extension thereof, Coach agrees that he will not actively seek, negotiate for, or accept other employment of any nature without the prior permission of the Director of Athletics or the President of MSU, including but not limited to employment as a Men's Basketball Coach for another institution of higher education or professional or semi-professional team.

b. During the term of this Agreement, Coach shall not engage in any other employment, act in a consulting capacity to any person, partnership, association, or corporation, or receive any athletically related income or benefit from sources outside the institution, except as may be permitted by this Agreement, the Constitution and Bylaws of the NCAA, and with the prior written approval of the Athletic Director and the President of MSU. Each request for approval must

be in writing and shall specify the source and amount of the income or benefit to be received.

Approval shall be required annually.

c. Coach will comply with NCAA Bylaw 11.2.2, as amended, and will provide a written detailed account annually to the President of all athletic-related income and benefits earned or accrued from sources outside the institution during the previous calendar year. This report will be submitted to the MSU President through Director of MSU Athletics by Coach by September 1st of each year. Except when Coach is required by MSU to endorse, promote, appear in advertisements of, or consult with regard to athletic equipment or accessories for the purpose of complying with contractual obligations of MSU, the name, marks, or logos of Montana State University may not be used and Coach may not be identified as the Head Men's Basketball Coach of MSU: (1) for purposes related to any employment, consulting, or athletically related activities of Coach, other than for MSU, or (2) in connection with Coach's endorsement, support, promotion, or advertisement of any person, partnership, corporation, association, product, or service.

8. TERMINATION FOR CAUSE. Subject to the process set forth in Section 10, This Agreement may be terminated by the President of MSU or his/her designee at any time prior to its expiration for just cause, which shall include the following:

a. Involvement in any deliberate and serious violation by Coach of any law, regulation, rule, bylaw, policy or constitutional provision of the State of Montana, the Board of Regents, the University, NCAA, or the Big Sky Conference, including any violation of NCAA or Conference law, regulation, rule, by-law, policy, or constitutional provision which may have occurred during Coach's previous employment;

b. Any deliberate and serious violation of any law, regulation, rule, bylaw, policy or constitutional provision of the State of Montana, the University, the NCAA, or the Big Sky conference by any representative of the University's athletic interests (a) acting at the instruction, direction, or consent of the Coach, or (b) about which Coach knew or, upon reasonable investigation, should have known and failed to report to the Director of Athletics;

c. Failure to administer, operate, maintain, or control all aspects of the University's Men's Basketball program, including, but not limited to, the actions of assistant coaches, staff, independent agencies, or organizations or of representatives of athletic interests, in compliance with the regulations of the NCAA, Big Sky Conference or MSU;

d. Engaging in criminal conduct which results in Coach's conviction of a crime;

e. Subject to the terms of Section 8.a., soliciting or negotiating, whether directly by Coach or through an agent or representative, of employment with another sports related business or program without the express written consent of MSU, which consent will not be unreasonably

withheld; or

- f. Subject to the terms of Section 8.a., accepting employment with another sports-related business or program without the express written consent of MSU;
- g. Prolonged absence from the University without its consent;
- h. Any other material breach of this Agreement.

With respect to NCAA rules, “involvement in a serious and deliberate violation” shall include, but not be limited to: (1) involvement by the Coach or a member of his staff in any serious and broad infraction of NCAA rules (i.e., Level I and Level II) as defined by those rules and determined by the NCAA, Big Sky Conference or the University; (2) involvement by the Coach or a member of his staff in multiple, similar violations or a pattern of lesser violations (i.e., Level III or IV) of NCAA rules as defined by those rules and determined by the NCAA, Big Sky Conference or the University; (3) “unethical conduct” as defined by NCAA rules; or (4) failure to report an infraction of NCAA rules about which the Coach knew or should have known. Failure to exercise this right to terminate as to any particular breach under this section shall not be deemed a waiver as to any future right to terminate. If the serious and deliberate violation was committed by an assistant coach or member of the staff, the University will take into account any mitigating factors including evidence that the Head Coach has implemented a system of compliance designed to ensure rules compliance and satisfaction of institutional/coaches control standards required by the NCAA.

10. PROCESS FOR TERMINATION FOR CAUSE

a. Prior to termination for cause, Coach shall (i) be provided with written notice of contemplated termination and a written statement of the reasons and facts in support thereof, (ii) have seven (7) calendar days from receipt of such notice to deliver a written request for a pre-termination hearing on the contemplated action, and (iii) maintain all benefits provided for pursuant to this Agreement. Any written requests for a hearing shall be delivered to the Office of the President of the University. If no written request is delivered to the President as provided herein, a contemplated termination shall become final seven (7) calendar days following 's receipt of such notice.

b. Upon receipt of a written request for a hearing, the President of MSU will appoint one or more persons to hear the Coach’s response to the written notice of contemplated termination. The hearing will be informal and is not an evidentiary hearing subject to the rules of evidence or civil procedures. Coach has the right to appear before the appointed person(s), with a representative if he desires, to comment on the reasons given for the contemplated action and to present reasons against it. The person(s) hearing the Coach’s response will provide recommendations on the matter to the President of MSU or his /her designee. The President of MSU or his /her designee may seek counsel from the athletic department, shall consider the

matter, and notify, in writing Coach, and the Director of Athletics of the final decision of the University.

c. If this Agreement is terminated for cause in accordance with this section, all obligations of the University to make further payments and/or to provide any other consideration under this Agreement shall cease as of the date of termination. In no case shall the University be liable to Coach for loss of any collateral business arrangements or opportunities, nor shall he be entitled to payment of any unpaid performance incentives.

11. **COACH INCAPACITY. NON-RENEWAL, COACH TERMINATION**

a. *Coach's Incapacity.* If Coach resigns or dies, this Agreement shall terminate and all obligations of MSU to compensate Coach pursuant to this Agreement shall cease as of the date of such disability, resignation, or death. MSU shall be obligated to compensate Coach or Coach's estate in accordance with this Agreement for services performed prior to the termination date and, in the event of death, Coach or Coach's estate shall be entitled to those benefits, if any, that are payable under any MSU sponsored group employee insurance or benefit plan in which Coach is enrolled.

b. *Non-renewal.* University may non-renew this Agreement and/or relieve Coach of Coach's duties at any time during its term upon written notice to Coach. If the University non-renews this Agreement in the first through third year of this Agreement, it shall pay the Coach the lesser of: \$500,000; or the amount equal to that portion (pro-rated) of the Coach's base salary and benefits remaining unpaid under this Agreement as liquidated damages. The term "benefits" shall mean: employee benefit contribution; retirement plan contribution; sick leave and annual leave accruals paid out in accordance with state law; and any other benefits available to all full-time contract professional employees. If the University non-renews this Agreement in the fourth year of this Agreement, it shall pay the Coach the lesser of: \$250,000; or the amount equal to that portion (pro-rated) of the Coach's base salary and benefits remaining unpaid under this Agreement as liquidated damages. Unless otherwise agreed upon in writing by the parties, the liquidated damages (base salary and benefits) will be paid in equal biweekly installments until the end of the term of this Agreement. Any amount of gross income paid or promised to the paid to Coach for other employment of any kind shall be offset against the amount to be paid by the University as liquidated damages. Perquisites and stipends paid to Coach as "Other Compensation" under Paragraph 5.c. -j. are not salary or benefits for purposes of this Agreement and are not payable to Coach if Coach is relieved of Coach's duties. This liquidated damages amount will be in lieu of any and all other contractual remedies available to Coach.

c. *Coach Termination.* Coach may terminate this Agreement for any reason upon written notice to University. If such termination (other than by reason of death, disability, or incapacity) of this Agreement occurs by Coach in the first through third year of this Agreement, the University shall

receive as liquidated damages the lesser of: \$500,000; or the amount equal to that portion (pro-rated) of the Coach's base salary and benefits remaining unpaid under this Agreement. If such termination (other than by reason of death, disability, or incapacity) of this Agreement occurs by Coach in the fourth year of this agreement, or any extension, the University shall receive as liquidated damages the lesser of: \$250,000; or the amount equal to that portion (pro-rated) of the Coach's base salary and benefits remaining unpaid under this Agreement. This amount will be in lieu of any and all other contractual remedies available to University pursuant to this paragraph. The liquidated damages will be paid in one lump sum within 90 days of Coach's written notice, or in equal biweekly installments until the end of the term of this Agreement.

d. *Liquidated Damages.* The parties acknowledge that the University will incur administrative, recruiting, resettlement and other costs in obtaining a replacement coach in addition to potentially increased compensation costs and loss of ticket, broadcast, or other revenues, which damages are impossible to determine with certainty and accordingly agree to this liquidated damages provision. The parties further agree that the liquidated damages provided for herein are reasonable in amount and not a penalty.

e. *Annual Performance Incentives.* If either party terminates this Agreement, University will be obligated to pay to Coach the Annual Performance Incentives earned as of the date of such termination but will not be obligated to reimburse Coach for any unearned incentives or expenses incurred by Coach prior to termination.

12. **DISPUTE RESOLUTION.**

a. If any dispute arises under this Agreement, the parties agree to attempt to resolve the dispute in good faith as follows:

1. First, by informal negotiation.
2. If informal negotiations fail to resolve the dispute, the parties agree to seek mediation using a mediator acceptable to both parties.
3. If mediation fails to resolve the dispute within 30 days of initial mediation session, the parties agree to submit to binding arbitration under the provisions of the Montana Uniform Arbitration Act, Title 27, Chapter 5, MCA. The arbitration shall be conducted before a single arbitrator selected by the parties. If the parties have not selected an arbitrator within 10 days of written demand for arbitration, the arbitrator shall be selected by the American Arbitration Association.

b. The parties agree that venue for any alternative dispute resolution proceeding, to enforce or interpret this agreement will be conducted in Gallatin County, Montana.

13. **MERGER AND AMENDMENT.** The provisions of this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, shall have the effect of varying the terms hereof. This Agreement may be amended by mutual written agreement of the parties, but no such amendment will be effective unless made in writing and approved by the President of Montana State University. Should any provision of this Agreement be found to be illegal or unenforceable, the Agreement shall be interpreted as if that provision were not contained within the Agreement and in a manner which makes the Agreement legal and enforceable.

14. **GOVERNING LAW.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Montana.

Matt Logie, Coach

Date

DocuSigned by:

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Leon Costello, Director of Athletics

8/7/2026 | 12:17 PM MDT

Date

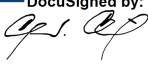
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Brock Tessman, President

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Clayton Christian,
Commissioner of Higher Education

8/12/2026 | 10:14 AM MDT

Date

Approved for legal content:

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Kellie A. Peterson, Legal Counsel

8/7/2026 | 12:17 PM MDT

Date