



DIRECTOR OF ATHLETICS EMPLOYMENT AGREEMENT

This Agreement is entered into between the University of Montana-Missoula ("UM" or "University") and Kent Haslam ("AD") for the employment of Director of Athletics. The effective date of this Agreement is September 1, 2023. 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, UM will employ Kent Haslam as Director of Athletics for the period beginning September 1, 2023, and ending June 30, 2026. This Agreement expires automatically at the end of the term. Neither party should have any expectation of renewal. However, UM will notify AD a minimum of five months prior to expiration of this contract if non-renewal is intended. If UM notifies AD less than five months prior to expiration of this contract, the contract will continue five months from time of notification and expire at that time.

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 Board of Regents approval. UM 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 Director of Athletics is a professional contract employee of UM and is subject to the applicable provisions of the Montana Board of Regents Policy and Procedures Manual [<http://www.montana.edu/wochelp/borpol/>]; UM Personnel Policies [<http://www.umt.edu/hrs/policies.html>]; and the UM Department of Athletics policies and procedures. AD shall report directly to the President of the University of Montana AD is responsible for planning, supervision, coordination, and leadership in all aspects of the UM Department of Athletics and is subject to the directives, input and advice of his superiors. Specifically, AD will perform the duties outlined herein.

a. AD will be assigned a budget for all Athletics programs and is responsible to maintain the budget and operate all programs in a fiscally responsible manner.

b. The University and AD 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. AD shall make all reasonable efforts to promote and support the academic success and graduation of the student athletes.

d. AD acknowledges that student athletes are subject to all policies, rules and regulations governing all students of the University and that the University and AD 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. AD 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, its coaches and student athletes and to assure compliance with the applicable NCAA, the Big Sky Conference and the University rules. AD will consult, as necessary, and coordinate with University employees responsible for monitoring and assuring compliance with NCAA, Big Sky Conference, and university rules.

f. AD will also be expected to perform such other reasonable duties as may be assigned by the President of UM from time to time.

g. AD will participate in some or all of the following as reasonably requested by UM:

- Fund raising activities
- Social activities for boosters
- Public speaking engagements
- Public appearances as requested by Grizzly Sports Properties
- Interviews and other media obligations as requested and coordinated by the Sports Information Directors

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

4. COMPENSATION.

a. *Annual Base Salary.* Effective September 1, 2023 through June 30, 2026, the Annual Base Salary for duties performed by AD under this Agreement shall be \$240,000 payable in equal biweekly installments. In addition, AD is entitled to all employee benefits available to full time contract employees of UM.

b. *Increases in Base Salary.* UM reserves the right, exercisable in its discretion, to increase the AD's

Annual Base Salary based upon the guidelines issued annually by the University for salary adjustments of all UM contract professional employees.

c. *Automobile.* A monthly automobile stipend in the amount of \$500 per month will be provided to AD. The stipend will be processed by the UM Human Resources Office and applicable benefit and withholding regulations will apply.

d. *Athletic Equipment, Supplies or Accessories.* UM may enter into agreements with various manufacturers and distributors to provide athletic equipment, supplies, and accessories ("Products") for UM's Intercollegiate Athletics Department. When required by such agreements, AD will undertake reasonable promotional activities and endorse those Products that are provided for use in the Athletic Department.

e. *Outside employment, consulting or endorsement.* Any outside employment, consulting or endorsement activities may not conflict with the efficient conduct of the Athletic Department, violate policies, rules and regulations pertaining to consulting and/or the use of the University for advertising and may not present the Athletic Department, or the University in a way that may adversely affect the reputation and integrity of the Athletic Department and the University. AD shall comply with UM's Conflict of Interest and Financial Disclosure policy No. 703.

f. *Annual Performance Incentives.* AD shall be entitled to the following additional compensation on an annual basis for accomplishing the following goals:

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| 1. Meet any of the one of the following: | \$10,000 |
| - At least two teams selected for postseason competition (or) | |
| - Top 50 percent in Big Sky Conference All-Sports Trophy (or) | |
| - Top 50 percent nationally in Learfield Directors Cup standings | |

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| 2. UM qualifies for NCAA Academic Revenue distribution by meeting any one of the three current metrics, or as they may be revised in the future: | \$10,000 |
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e. *Retention Bonus.* A retention incentive to encourage AD to remain with University shall be provided as follows:

Employed June 30, 2024	\$10,000
Employed June 30, 2025	\$10,000
Employed June 30, 2026	\$10,000

UM will pay each incentive within sixty (60) days of the date the incentive is earned. If this employment agreement is terminated by either party for any reason, or for no reason, or if the AD is relieved of his duties, AD will be paid any incentive earned as of the date of termination or discontinuance of his duties within sixty (60) days of the date the incentive is earned.

5. ANNUAL REVIEW. The President will conduct an annual review of the AD in a similar manner and timeframe as with the President's other direct reports.

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

7. PROCESS FOR TERMINATION FOR CAUSE

a. Prior to termination for cause, AD 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 receipt of such notice.

b. Upon receipt of a written request for a hearing, the President will appoint one or more persons to hear the AD'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. AD 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 AD's response will provide recommendations on the matter to the President or the President's designee. The President or the President's designee may seek counsel from the Athletic Department, shall consider the matter, and notify, in writing to AD of the final decision of the University.

8. RELIEVED OF DUTIES, AD RESIGNATION AND AD INCAPACITY.

a. *AD's Incapacity.* If AD dies or becomes disabled or incapacitated and is unable to perform his duties under this contract for a continuous period of six (6) months, this Agreement shall terminate and all obligations of UM to compensate AD pursuant to this Agreement shall cease as of the date of such termination, resignation or death. UM shall be obligated to compensate AD in accordance with this Agreement for services performed prior to the termination date and, in the event of death, AD's estate shall be entitled to those benefits, if any that are payable under any UM-sponsored group employee insurance or benefit plan in which AD is enrolled.

b. *AD Relieved of Duties.* University may relieve AD of AD's duties at any time during its term upon written notice to AD. If the University relieves AD of AD's duties during the term of this Agreement, it shall pay the AD an amount equal to one year of the AD's base salary and benefits as liquidated damages. The term "benefits" shall mean: employee benefit plan contribution; retirement plan contribution; sick leave and annual leave in accordance with state law; and other benefits available to all full-time contract professional employees. If less than one year remains in this Agreement at the time that AD is relieved of duties, the University shall pay the AD for the remaining months of the Agreement. Unless otherwise agreed upon in writing by the parties, the liquidated damages (base salary and benefits) will be paid in equal biweekly installments. Perquisites and stipends paid to AD as "Other Compensation" are not salary or benefits for purposes of this Agreement and are not payable to AD upon AD being relieved of AD's duties. Payment of salary and benefits will be in lieu of any and all other legal remedies available to AD. If less than one year remains of this Agreement notification of the AD that AD is being relieved of AD's duties by the University must be made as outlined in Section 1 under "TERM."

c. AD may terminate this Agreement for any reason upon written notice to University. If such termination (other than by reason of retirement, death, disability, or incapacity) occurs during the term of this contract or any extension hereof, the University shall receive as liquidated damages an amount equal to one year of the AD's base salary at the time of termination. In the case where termination occurs with less than a year and up to six months left in this Agreement, the amount will be pro-rated by the number of months left in the year up to six months. If there is six months or less left in this Agreement the AD shall not pay any liquidated damages. This amount will be in lieu of any and all other legal remedies available to University pursuant to this paragraph. Notwithstanding the foregoing, AD shall not pay any liquidated damages in the event AD terminates this Agreement to accept employment outside the field of intercollegiate athletics or accept a position other than Director of Athletics at an NCAA Division I institution.

d. The parties acknowledge that the University will incur administrative, recruiting, resettlement and other costs in obtaining a replacement AD 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. If AD terminates this Agreement, University will be obligated to pay to AD the Annual Performance Incentives earned as of the date of such termination.

9. 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.

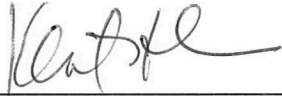
3. If mediation fails to resolve the dispute within 30 days of initial mediation session, the parties agree to submit to binding arbitration under the provisions of the Montana Uniform Arbitration Act, Title 27, Chapter 5, MCA. The arbitration shall be conducted before a single arbitrator selected by 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 Missoula County, Montana.

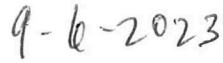
10. MERGER AND AMENDMENT. The provisions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, shall have the effect of varying the terms hereof. This Agreement may be amended by mutual written agreement of the parties, but no such amendment will be effective unless made in writing and approved by the President of the University of Montana.

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

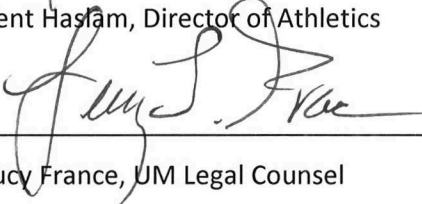
Signatures:



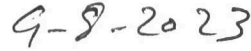
Kent Haslam, Director of Athletics



Date



Lucy France, UM Legal Counsel



Date



Seth Bodnar, President



Date

Clay Christian, Commissioner

Date