

FOOTBALL HEAD COACH EMPLOYMENT AGREEMENT

This Agreement is entered into between the University of Montana ("UM" or "University") and Coach Robert L. Hauck Jr. ("Coach") for the employment of Head Football 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, UM will employ Robert L. Hauck Jr. as head coach for the UM Football program ("Program") for the period beginning _____, and ending January 31, 2021. This Agreement expires automatically at the end of the term. Neither party should have any expectation of renewal.

2. **EXTENSION.** Each year of this Agreement, the parties will meet to mutually discuss the option to enter into a new 3-year 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. 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. Such negotiations and subsequent decision on extension must be concluded no later than May 1 of each year.

3. **DUTIES.** The Head Football Coach is a professional contract employee of UM and is subject to the applicable provisions of the Montana Board of Regents Policy and Procedures Manual, UM Personnel Policies, and the UM Department of Athletics policies and procedures. Coach shall report directly to the Director of Athletics and will be responsible for the Football program, subject to the directives, input and advice of Coach's superiors. Specifically, Coach will perform the duties outlined herein.

a. Coach is responsible for planning, supervision, coordination and leadership in all aspects of the UM Football 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. The University and Coach will work to create an atmosphere where assistant coaches and student athletes understand and embrace the following:

- Student athletes benefit by having the opportunity to develop potential as skilled performers; to grow emotionally, socially and intellectually; to travel and represent UM Intercollegiate Athletics; and to learn to be productive team members;

- At the same time, because of the public nature of competition, student athletes are more visible to the community than non-athlete peers;

- Student athletes are representatives of the University of Montana and Intercollegiate Athletics;

- It is expected that student athletes will conduct themselves in a manner that brings pride to the team, the department, the campus, and the community;

- The University expects student athletes to train and strive for athletic excellence, to demonstrate academic honesty and integrity, to respect fellow students and athletes, and to conduct themselves as responsible citizens.

e. Coach acknowledges that student athletes are subject to all policies, rules and regulations governing all students of the University. 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.

f. Coach shall have the authority to approve the hiring and termination of assistants and staff for the Football 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 assistants and other UM Football program employees.

g. Coach and the assistants will be required to have current CPR certification and First Aid training as required by UM and requested by the Big Sky Conference.

h. Coach will participate in some or all of the following as requested by UM:

- Fund raising activities

- Social activities for boosters

- Booster golf tournaments

- 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

- UM summer sports camps

i. Coach is responsible for acquiring and maintaining direct knowledge of the applicable constitutions, bylaws, rules, policies, interpretations and regulations of the NCAA, the Big Sky Conference and the University that apply to the Football program, its assistants and student athletes and to assure compliance with the applicable NCAA, Big Sky Conference, Montana University System and University rules. Coach will consult, as necessary, and coordinate with UM employees responsible for monitoring and assuring compliance with NCAA, Big Sky Conference, Montana University System and University rules.

j. Coach will also be expected to perform such other duties as may be assigned by the Athletics Director or the President of UM from time to time.

4. CONDUCT OF THE UM FOOTBALL PROGRAM

a. Coach shall act at all times in accordance with and fully comply with the laws, regulations, rules, policies, and guidelines of the United States, State of Montana, UM, the Big Sky Conference, NCAA and in a manner that reflects positively on the image and reputation of UM. Coach's failure to act in full compliance with these laws, regulations, rules, guidelines, and provisions in this contract may result in disciplinary or corrective action as may be appropriate in light of the severity of the conduct.

b. 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 Conduct Code and the University Discrimination, Harassment, Sexual Misconduct, Stalking and Retaliation policy and procedures and how those policies relate to one another
- Football staff training on the Student Athlete Conduct Code, Student Conduct Code and the University Discrimination, Harassment, Sexual Misconduct, Stalking and Retaliation policy and procedures and how those policies relate to one another

c. With regard to compliance with NCAA and Big Sky Conference rules and regulations, Coach is presumed to be responsible for the actions of all assistant coaches and others who report directly or indirectly to Coach. Coach shall promote an atmosphere of compliance within his program and shall monitor the activities of all assistant coaches and others who report directly or indirectly to him. Further, Coach is responsible for notifying the University if Coach becomes aware that any of the assistants or others under his supervision, or football student-athletes are not in compliance with the applicable rules, laws, and regulations of the United States, State of Montana, the Big Sky Conference, NCAA, UM, and UM Athletics, or are behaving in a manner that reflects negatively on the image and reputation of UM.

d. Coach acknowledges that Coach has reviewed the conduct requirements for Athletics personnel in NCAA Bylaw 11.1 and agrees to comply and require the staff Coach 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, his student athletes or his program are found to be involved in deliberate and/or serious violations of NCAA, the Big Sky Conference or University regulations if those involved were (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 where he knew or should have known of the violations, the University may suspend Coach without pay for a period of time or may terminate this Agreement for cause as provided in Section 10 below.

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

5. COMPENSATION.

a. *Annual Base Salary*. Effective _____ through January 31, 2021, the Annual Base Salary for duties performed by Coach under this Agreement shall be \$185,000 payable in equal monthly installments. In addition, Coach 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 Coach's Annual Base Salary based upon the guidelines issued annually by the University for salary adjustments of all UM contract professional employees.

c. *Camps and Clinics*. 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 direction, operation, staffing and review of such camps and clinics. The Director, in consultation with the UM President, shall also agree upon the amount and types of compensation to be received by Coach and other camp/clinic personnel.

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

e. *Coach's Shows*. UM will produce or arrange for the production and broadcast of weekly radio and/or television shows during the football 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 an amount to be agreed upon by Coach, the Director and the broadcaster per year for services related to radio show(s). Coach will also be paid an amount to be agreed upon by Coach, the Director and the broadcaster for his appearances on all of the coach's television shows arranged by the University (if such shows are produced). The University may produce or arrange for the production and broadcast of radio and/or television shows outside of the football season. If Coach's participation is needed in such post-season shows, the Athletics Director will work with Coach 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 Athletics Director and the President, 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 UM and no later than September 1 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. UM will not unreasonably withhold or delay its approval.

g. *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, Coach will undertake reasonable promotional activities and endorse those Products that are provided for use in the 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 approved by the Athletics Director. 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 UM. The parties agree that coaching duties shall 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 UM Football program, violate policies, rules and regulations pertaining to consulting and/or the use of the University for advertising and may not present UM Football, or the University in a way that may adversely affect the reputation and integrity of the program, the University or the Coach. Coach shall comply with UM's Conflict of Interest and Financial Disclosure policy No. 410.

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 the position as Head Football Coach. Any use of photographs, films and videos of the UM Football 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 UM photographs, films and videos in connection with a personal commercial endeavor, Coach must enter into an appropriate licensing agreement with UM regarding such use and related payment of licensing fees.

j. *Annual Performance Incentives.* If while performing his duties as Head Coach, the UM Football team is recognized in any of the following ways, Coach and/or Assistant Coaches will be paid an Annual Performance Incentive in the amount indicated. The term "Assistant Coach" is defined according to NCAA Bylaw, Article 11. With regard to incentives earned that involve assistant coaches, only those coaches who meet the NCAA definition are entitled to those. This excludes all personnel involved with the football program whose permissible job duties fall outside the NCAA definition of a countable assistant coach. If Coach chooses to employ less than the NCAA maximum number of countable coaches during the season, incentives earned for items 8 through 17 for that season, may be paid to the football strength and conditioning coach in the amounts listed for "assistant coach".

1. Each academic year (Fall and Spring semesters), the team achieves the following team cumulative Grade Point Average (GPA) for the year. (For reference, the team cumulative GPA for the previous three academic years was 2.89.)

2.85 – 2.99

Head Coach	\$4,000
Assistant Coaches (each)	\$ 500

3.00 – 3.09

Head Coach	\$6,000
Assistant Coaches (each)	\$1,000

3.10 or above

Head Coach	\$7,500
Assistant Coaches (each)	\$2,000

The parties acknowledge that the bonuses for GPA performance are not cumulative.

2. Maintain a four-year average academic progress rate score of at least 950 as determined by the yearly NCAA APR report.

Head Coach	\$7,500
Assistant Coaches (each)	\$1,000

3. Maintain a graduation success rate (GSR) each year that is equal to or higher than the overall Division I FCS GSR rate for that same year as determined by the yearly NCAA Federal Graduation Rate/GSR report.

Head Coach	\$7,500
Assistant Coaches (each)	\$1,000

4. Most current APR report shows no "0-for-2" football student-athletes.

Head Coach	\$3,000
Assistant Coaches (each)	\$ 500

5. Maintain or increase season attendance.

Head Coach	\$5,000
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6. Attend all reasonably requested UM Athletics and GSA Functions, subject to Coach's Head Coaching duties under this Agreement.

Head Coach	\$20,000
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7. Win Conference Coach or Co-Coach of the Year.

Head Coach	\$5,000
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8. Defeat a NCAA Football Championship Subdivision (FCS) team during non-conference season that has been a qualifier in the FCS playoffs within the past two years.

Head Coach	\$5,000
Assistant Coaches (each)	\$1,000

9. Play a NCAA Football Bowl Subdivision (FBS) team during non-conference season.

Head Coach	\$15,000
Assistant Coaches (each)	\$1,000

10. Defeat a NCAA Football Bowl Subdivision (FBS) team during non-conference season.

Head Coach	\$10,000
Assistant Coaches (each)	\$1,000

11. Achieving 10 or more wins during the season including regular and post season.

Head Coach	\$5,000
Assistant Coaches (each)	\$1,000

12. Finish the Regular Season as Conference Champions or Co-Champions or Qualifying for NCAA Football FCS Playoffs.

Head Coach	\$5,000
Assistant Coaches (each)	\$2,500

13. Advance to the Second Round of the Division I FCS Playoffs (either via a Round One win or via a bye directly to the Second Round).

Head Coach	\$2,500
Assistant Coaches (each)	\$1,250

14. Advance to the Quarterfinal Round of the Division I FCS Playoffs.

Head Coach	\$2,500
Assistant Coaches (each)	\$1,250

15. Advance to the Semi-Final Round of the Division I FCS Playoffs.

Head Coach	\$2,500
Assistant Coaches (each)	\$1,250

16. Advance to the National Championship Game of the NCAA Division I FCS Playoffs.

Head Coach	\$5,000
Assistant Coaches (each)	\$1,250

17. Winning the National Championship of NCAA Division I FCS Playoffs.

Head Coach	\$30,000
Assistant Coaches (each)	\$5,000

UM will pay each incentive within sixty (60) days of the date the incentive is earned. The parties agree and understand that the incentives are cumulative. If this employment agreement is terminated by either party for any reason, or for no reason, or if the Coach is relieved of his duties, Coach 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.

6. ANNUAL REVIEW. The Athletics Director will conduct an annual review of the Coach within sixty (60) days of the completion of the season and maintain the written annual review in the Coach's departmental personnel file.

7. DEDUCTIONS FROM COMPENSATION. Payments to Coach by UM pursuant to the terms of this Agreement shall be subject to all payroll and benefit deductions required by law or University regulation.

8. OTHER EMPLOYMENT.

a. If more than six months remain of the term of this Agreement or any extension thereof, Coach agrees that he will not actively seek, negotiate for or accept other employment of an athletic nature without the prior permission of the Director of Athletics or the President of UM, including but not limited to employment as a Football 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 the Constitution and Bylaws of the NCAA, and only with the prior written approval of the Athletics Director and the University of Montana President. 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. The approvals required herein may not be unreasonably withheld.

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 athletically-related income and benefits earned or accrued from sources outside the institution during the previous calendar year. This report will be submitted to the UM President through the Director of UM Athletics by September 1st of each year. Except when Coach is required by UM 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 UM, the name, marks, or logos of the University of Montana may not be used and may not be identified as the Head Football Coach of UM: (1) for purposes related to any employment, consulting, or athletically related activities, other than for UM; or (2) in connection with Coach's endorsement, support, promotion, or advertisement of any person, partnership, corporation, association, product, or service not approved by UM.

9. TERMINATION FOR CAUSE. This Agreement may be terminated by the President of UM or the President's designee at any time prior to its expiration for just cause, which shall include the following:

a. Involvement in any deliberate and serious violation of any law, regulation, rule, bylaw, policy or constitutional provision of the United States, 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, bylaw, policy or constitutional provision which may have occurred during Coach's previous or current employment if persons involved were (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;

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 Football 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, the Big Sky Conference, Board of Regents, or UM;

d. Engaging in criminal conduct which results in Coach's conviction of a felony or a misdemeanor involving moral turpitude;

e. 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 UM, which consent will not be unreasonably withheld; or

f. Prolonged absence from the University without its consent;

g. Any other material breach of this Agreement, which breach is curable and goes uncured for fifteen (15) days following Coach's receipt of written notice detailing such breach.

With respect to NCAA rules, "involvement in a serious and deliberate violation" shall include, but not be limited to: (1) involvement in any Level I or II infraction of NCAA rules as defined by those rules and determined by the NCAA, the Big Sky Conference or the University; (2) involvement in multiple, similar Level III violations or a pattern of Level III violations of NCAA rules as defined by those rules and determined by the NCAA, the Big Sky Conference or the University; (3) "unethical conduct" as defined by NCAA rules; or (4) failure to report any 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 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, except that the University shall remain obligated to pay Coach any portion of the Annual Base Salary that Coach earned 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 Coach be entitled to payment of any performance incentives for that year.

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 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 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 Coach 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 or the President's designee. The President or the President's designee may seek counsel from the Athletics Department, shall consider the matter, and provide written notice to Coach, and the Director of Athletics of the final decision of the University.

11. RELIEVED OF DUTIES, COACH RESIGNATION AND COACH INCAPACITY.

a. *Coach's Incapacity.* If Coach 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 Coach pursuant to this Agreement shall cease as of the date of such termination, resignation or death. UM shall be obligated to compensate Coach in accordance with this

Agreement for services performed prior to the termination date and, in the event of death, Coach'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 Coach is enrolled.

b. *Coach Relieved of Duties.* University may relieve Coach of Coach's duties at any time during its term upon written notice to Coach. If the University relieves Coach of Coach's duties during the term of this Agreement, it shall pay the Coach an amount equal to that portion (pro rata) of the Coach's base salary and benefits remaining unpaid under this Agreement 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. Unless otherwise agreed upon in writing by the parties, the liquidated damages (the base salary and benefits) will be paid in equal monthly installments until the end of the term of this Agreement. If Coach is relieved of his duties before the contract expires, Coach will be expected to mitigate the amounts owing to Coach under the contract. Any amount of gross income paid or promised to be 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" are not salary or benefits for purposes of this Agreement and are not payable to Coach upon Coach being relieved of Coach's duties. Payment of salary and benefits will be in lieu of any and all other legal remedies available to Coach.

c. Coach 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 Coach's Base Salary at the time of termination, multiplied by the number of years remaining under this Contract and/or extension at the time of termination. In the case of partial years, the amount will be pro-rated by the number of months left in the partial year. This amount will be in lieu of any and all other legal remedies available to University pursuant to this paragraph.

d. 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. If Coach 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 allow Coach to engage in any camp/clinic activity subsequent to such 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 Missoula 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 the University of Montana.

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

Signatures:

Robert L. Hauck Jr., Head Football Coach

Date

Kent Haslam, Director of Athletics

Date

Lucy France, UM Legal Counsel

Date

Sheila Stearns, President

Date

Clay Christian, Commissioner

Date