



January 8, 2021

To: Andy Avalos
From: Jeramiah Dickey, Director of Athletics
Re: Material Term Sheet – Employment Terms for Head Coach
CC: Dr. Marlene Tromp, President

Dear Mr. Andy Avalos:

It is with great pleasure that I offer you the position of Head Coach of the Intercollegiate Football team (“Coaching Position”) at Boise State University (“University”). Should you accept this offer, as indicated by signing below, this letter will be the contractual, binding Material Term Sheet (“MTS”) of the material terms of the employment agreement, to be followed by a detailed mutually acceptable employment contract for presentation to, and approval by the State Board of Education (“long form contract”) (either, “contract”).

1. **Reporting relationship:** The Coaching Position reports to me, in my role as Director of Athletics (“AD”).
2. **Term:** Your employment will begin on January 10, 2021 and end on March 31, 2026 (“Term”), unless terminated earlier in accordance with the contract. Each year hereunder shall run from April 1 to the following March 31; provided that year one shall run from January 10, 2021 through March 31, 2022. The Term may be extended upon mutual written agreement. Any Term extension will follow my review, or that of my designee, of your performance and that of the Football program.
3. **Compensation:** Your compensation for the Coaching Position consists of the following:
 - a. Annual Base Salary of \$1,400,000 per annum paid in monthly increments; a \$75,000 per annum annual increase starting in year two for each year during the remainder of this agreement.
 - b. Mutually agreed upon Performance Incentives (contingent on a multi-year team APR of 930 or higher) and based on one or more of the following factors as well as others: i) academic performance; ii) social responsibility and program conduct, including but not limited to management of budget; iii) athletic performance; and iv) coaching and program recognition (e.g. final national ranking). Maximum annual performance incentive amount will not exceed \$200,000;
 - c. Deferred compensation in the amount of \$100,000 annually, subject to Internal Revenue Code limitations, through a Boise State approved plan which annual contributions shall vest on March 31, 2024 and be immediately vested thereafter.
 - d. Standard fringe benefits on the same terms as provided by Boise State to all Boise State employees of a comparable level, with contributions and benefit amounts based upon base salary as applicable; and
 - e. Additional fringe benefits:

- i. Use of one (1) vehicle in accordance with Boise State policy;
 - ii. Moving expenses in accordance with Boise State policy;
 - iii. Spouse travel to all away games, post-season bowl games and, at the invitation of the AD, other special events;
 - iv. Family travel to post-season bowl games;
 - v. Complimentary tickets (football, basketball, and otherwise, including parking passes), and other provisions commensurate with comparable head football coaching contracts;
 - vi. Boise State and Coach Andy Avalos agree that Coach Avalos does not have a buyout or liquidated damages requirement from his previous employer.
 - vii. Fringe benefits are subject to taxation pursuant to Boise State and Idaho State Board of Education.
- f. All payments, incentives, and benefits are subject to (i) tax deductions and withholding; provided that the parties will use good faith efforts to explore the possibility of tax-efficient contract structures, subject to Boise State Policies and approval of the State Board of Education, as well as (ii) recovery of performance incentives if such achievement is subsequently vacated by Boise State or the NCAA, if such vacation is due, in whole or in part, to your wrongful actions, as determined by Boise State or the NCAA.
- g. Staff Pool: Coach shall be provided an annual budget of \$2.1M per year to be divided up among ten (10) on-field assistant coaches. A \$50,000 annual increase in salary pool will begin starting in year two for each year during the remainder of this agreement.
- a. Support Staff Pool: Coach shall be provided with an annual budget of \$631,000 for support staff to include, strength and conditioning, ops, chief of staff, etc. A \$30,000 annual increase in salary pool will begin starting in year two for each year during the remainder of this agreement.

4. **Requirements:** Your employment is subject to the following. While these are immediately effective, additional details will be in the long-form contract:

- a. You will fulfill all job responsibilities in a timely, thorough, constructive, cooperative and positive manner, including responsibility for appraisals, administrative processes, and attendance at all meetings (including, but not limited to, a meeting with the AD and/or designee at the conclusion of each season);
- b. You will perform a specific role in creating and / or maintaining Boise State's educational environment, as demonstrated by its representations to current and / or potential students and faculty members, and the community at large. This includes, but is not limited to, serving as a positive role model and representative of Boise State University;
- c. You will be required to obtain approval from the AD, and such approval will not be unreasonably withheld, for the team's schedule each season as well as the rescheduling of any contests;
- d. You will provide appropriate support, supervision and proper treatment of all student-athletes. If you are found by Boise State to have mistreated a student-athlete, violated NCAA rules and/or regulations, failed to report a violation that you know about, or failed to prevent or stop a violation that you know about, you will be subject to disciplinary or corrective action, including up to termination of employment for cause with no further monetary obligations by Boise State;
- e. You will be required to comply with additional reporting requirements, such as those in the Title IX policy and the Clery Act. Failure to comply subjects you to disciplinary or corrective action, to include termination of employment for cause with no further monetary obligations by Boise State;
- f. You will not receive any benefits or compensation other than as described above from any

other source without Boise State's prior written agreement (which may not be unreasonably withheld); and

- g. You will comply with all laws, NCAA, conference and sport-specific rules, and Boise State policies.

5. **Termination by Coach:** Boise State is making a significant financial and program commitment in you with the desire to create a successful long-term coaching relationship. As a result, a requirement is that you not interview for, negotiate for, or accept employment in any college or NFL coaching position without reasonable prior written notice (email acceptable) to the AD. Should you terminate employment without good reason, you will be required to pay Boise State a buy-out amount as follows:

- a. Termination by you on or before March 31, 2023: \$3,000,000;
- b. Termination by you between April 1, 2023 and March 31, 2024: \$2,000,000; and
- c. Termination by you between April 1, 2024 and March 31, 2026: \$1,000,000.

6. **Termination by Boise State without Cause:** Boise State recognizes the personal and professional commitment you are making in our Football program. As a result, should Boise State desire to terminate the contract without cause, Boise State shall pay you the following:

- a. You will receive remaining of the total Annual Guaranteed Compensation from Base Salary (\$1,400,000) based on the following schedule:
 - i. January 10, 2021-March 31, 2023 75%
 - ii. April 1, 2023-March 31, 2025 85%
 - iii. April 1, 2025-March 31, 2026 100%
- b. Liquidated damages are subject to mitigation such that you must use your reasonable best efforts to obtain and notify Boise State of other athletic related employment during the off-set period. Boise State will only be required to pay the difference, if any, between the total compensation from your new position and your Boise State Base Salary and as prorated for the remaining liquidated damages owed by Boise State.

7. **Termination for Cause:** The basis for termination of your employment by Boise State for cause includes, but will not be limited to, strict adherence to all applicable NCAA rules and regulations, conference rules, Boise State policies, as well as state and federal law.

8. **Additional Termination Provisions:** If you terminate the contract without cause, or if the contract is terminated by Boise State for cause, Boise State is not liable for any payments or benefits after the date of termination, other than earned but unpaid compensation or benefits. Upon any termination, in addition to all other amounts to be paid pursuant to the contract, you will be paid accrued compensation consistent with Boise State policy and given benefits through the termination date. Boise State coaches are not entitled to a payout of any accrued but unused leave.

9. **Long-Form Contract:** All provisions of this MTS will be expanded and incorporated into a mutually agreed upon long-form contract with Boise State as soon as possible, subject to final approval by the State Board of Education. That contract may include confidentiality, mediation, and other provisions. While this MTS is binding, I trust that every reasonable effort will be made to mutually conclude a long-form contract within 60 calendar days of the start of your Term.

10. **Board of Trustees Approval:** This MTS shall be binding as a one year agreement pending approval by the University Board of Trustees for the full five year term. The University shall seek such approval at the earliest opportunity.

It is with great anticipation and enthusiasm that I offer you this Coaching Position at Boise State University. I hope you will accept the terms and conditions and sign below. I have every confidence you will lead Boise State's Football program with integrity and pride, and I look forward to welcoming you and your family back to Boise State University.

Best regards,



Jeremiah Dickey
Executive Director of Athletics

I accept the above terms and conditions.



Coach Signature



Date