

CONTRACT

This agreement made by and between UTAH STATE UNIVERSITY (hereinafter referred to as "USU") and Jerry C. Finkbeiner (hereinafter referred to as "Finkbeiner" or Coach).

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

1. USU employs Coach in the position of head women's basketball coach for a term of five (5) years, commencing on April 27, 2012, and ending on May 30, 2017.
2. USU will pay Coach an annual base salary of \$150,000, payable in twelve (12) equal monthly installments during the term of this contract.
3. Coach shall be considered as a professional employee for purposes of USU employee benefits.
4. Coach shall receive a monthly car stipend of \$400 (\$4,800 annually).
5. Coach will be provided cellular phone service and a monthly communications allowance in the amount of \$100 per month. The allowance will be in accordance with University Policy 518.
6. If coach's daughter, Bethany decides to attend Utah State University, USU will pay for 50% of the appropriate rate (in-state or out-of-state depending on official residence) for the courses being taken. This benefit will be provided beginning Fall 2012 for a period of up to two years.
7. USU will pay reasonable moving expenses to Logan, Utah. USU will pay for two (2) trips for Coach to travel to and from Tulsa, Oklahoma to Logan, Utah within the first six months of employment beginning April 27, 2012. Per IRS regulations: any payment made directly to Coach for relocation assistance will be reported as additional income on Coach's W-2, including the withholding of payroll taxes. See University Policy 335.
8. USU support to earn collateral income:
 - a. Coach may also conduct a basketball camp and receive any compensation therefrom, provided that Coach will pay to USU the cost involved in the use of any USU facilities. All contracts and/or compensation entered into and/or received by Coach, including any television and radio shows and any basketball camp will comply with applicable policies established by USU and its Athletic Department and with the rules and regulations of the

National Collegiate Athletic Association (NCAA), the Western Athletic Conference (WAC), and the Mountain West Conference (MWC). Such activities are independent of Coach's employment at USU; any claims of liabilities which may arise there from shall be the sole responsibility of Coach and USU shall have no responsibility or liability for the same.

9. Coach will be paid cash incentive bonuses as follows:
 - a. The equivalent of one month of salary for any post season play (NCAA or NIT) and/or conference tournament championship (payment for one event only-not cumulative),and
 - b. \$6,000 for reaching each of the final three rounds of the NCAA Championship Tournament starting with the final 16, final 8, and final 4. (The intent of this provision is cumulative so that if Coach reaches the Final 4, he will be entitled to \$18,000.)
 - b. \$3,000 for reaching the final 4 of the National Invitational Tournament
 - c. \$3,000 for maintaining an annualized APR score 961 or above.
 - d. \$5,000 for conference Coach of the Year honors.
 - f. \$5,000 for conference regular season championship.
 - g. \$3,000 bonus for winning 18 regular season games
10. Coach shall be provided a University membership in the Logan Golf and Country Club. All monthly dues, assessments, and charges associated with this membership will be paid by Coach, subject to justifiable reimbursement by the University for business use of the facility.
11. Coach will be responsible for the hiring and firing of his staff, but such responsibilities shall be exercised in accordance with policies established by USU and its Athletic Department.
12. Pursuant to NCAA Bylaw Article 11.2.1 and the policy of Utah State University, coach stipulates that if he is found in violation of NCAA regulations, he shall be subject, to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment if coach is found to be involved in deliberate and serious violations of NCAA regulations.

13. Pursuant to NCAA Bylaw Article 11.2.2, Coach will report annually (by August 1st of each year commencing August 1, 2012, for income realized since August 1, 2011, and continuing for successive 12-month periods thereafter) all athletically related income from sources outside Utah State University, including, but not limited to, income, annuities, sports camp, housing benefits, complimentary ticket sales, television and radio programs, and endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers. This report is to be made to the President of Utah State University through its Director of Athletics.
14. Coach will faithfully perform the duties and obligations of this position to the best of his ability to do so, and Coach will conform to the policies, rules, and regulations of USU and its Athletic Department.
15. Coach will abide by the rules and regulations of the National Collegiate Athletic Association (NCAA), the Western Athletic Conference (WAC), and the Mountain West Conference (MWC). Coach will instruct and actively encourage his staff and others associated with USU's athletic program to abide by said rules and regulations.
16. Coach will at all times promote the welfare of USU and its Athletic Department to the best of his ability. This includes participation in speaking and booster club events deemed necessary by the Director of Athletics.
17. It is understood that this employment contract may be terminated by USU on a finding, after due notice, and appropriate hearing, that Coach has violated any of the agreements in paragraphs 12, 13, 14, 15 or 16 above; employment contract may also be immediately terminated on Athletic Director's determination that the NCAA Academic Progress Rate (APR) for the women's basketball team has fallen within occasion 3 of the NCAA historical penalty range, whereby causing a reduction of scholarships and post season opportunities; and upon such termination, all obligations of USU will immediately cease.
18. Should Coach elect to terminate his employment by USU as head women's basketball coach prior to the completion of the 2012-2013 basketball season, Coach agrees to pay USU 100% of his annual base salary for that year.

Should Coach elect to terminate his employment after the completion of the 2012-2013, but prior to the completion of the 2013-14 season, Coach will pay 75% of his annual salary for that termination year.

Should Coach elect to terminate his employment after the completion of the 2013-2014, but prior to the completion of the 2014-15 season, Coach will pay

50% of his annual salary for that termination year.

Should Coach elect to terminate his employment after the completion of the 2014-2015, but prior to the completion of the 2015-16 season, Coach will pay 25% of his annual salary for that termination year.

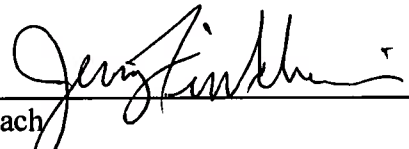
It is expressly understood that this payment is not intended as a penalty, but rather a reasonable approximation of liquidated damages suffered by USU which may result from any voluntary breach of contract by Coach. No claim for liquidated damages will be asserted after the 2015-16 season.

19. Should USU elect to terminate Coach's employment for any reason other than cause, as described in this contract, prior to the end of its term, USU will continue to pay Coach the annual base salary identified in paragraph 2, which Coach would have received from the date of such termination to the expiration of the contract term, on a monthly basis. USU is not liable to Coach for the loss of any collateral or anticipatory income which he may have earned under paragraphs 8 and 9 from basketball camps, radio/television coaches shows, or any other source.
20. In the event of Coach's physical or mental disability or inability to perform his duties under this contract, USU will pay to Coach a sum equal to sixty (60) percent of his annual base salary or such greater sum as may be provided by any USU employee disability coverage, for the remainder of this contract, and upon such payment his employment will be terminated without further obligation of either party, but Coach will continue to have the right to receive any benefits to which he is entitled because of his prior employment by USU, notwithstanding his failure to complete five years of coaching service under this contract.
21. The terms of this contract shall not be disclosed, except as may be required by law, to the general public, news media, or other persons or entities without the express written consent of both parties.
22. Any term or condition of this contract which is held to be illegal, unenforceable or contrary to applicable federal or state law, USU policies except where specifically provided herein, National Collegiate Athletic Association (NCAA), the Western Athletic Conference (WAC), and the Mountain West Conference (MWC) regulations, shall be deemed to be severed and all other provisions shall remain in full force and effect.
23. This instrument contains the entire agreement of the parties and is understood to modify and replace any prior agreement with respect to the subject matter hereof. This contract may be modified or appended only upon written consent of both

parties.

24. This contract is executed in duplicate originals so that each party may have an executed copy.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the _____ day of _____, 2012.




Coach

UTAH STATE UNIVERSITY:

 7/13/12

S. Scott Barnes
Director of Athletics

 7/19/12

Dave Cowley
Vice President for Business and Finance