WASHINGTON STATE
ATHLETICS

April 25, 2017

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APR 2 6 2017
HUMAN RESOURCE SERVICES

Ernie Kent
Head Men's Basketball Coach

Dear Ernie,

In accordance with the terms of your Employment Agreement, entered into on September 12, 2014, and in conformance with Clause 2 and 2.1 of your Employment Agreement, the University employs and the Employee accepts employment for a five (5) year term, expiring on March 31, 2022. Your Employment Agreement is a conditional rolling term, with an additional year added at the discretion of the Athletic Director after the conclusion of your Annual Review. All other provisions of your Employment Agreement with WSU remain in full force and effect.

Please let me know if you have any questions regarding these terms.

Sincerely,

William H. Moos
Director of Athletics

cc: HRS Personnel File

I, Ernie Kent, agree to the extension of my employment agreement as outlined above.

Ernie Kent, Head Men's Basketball Coach

4-25-17
Date

WASHINGTON STATE
ATHLETICS

May 17, 2016

Ernie Kent
Head Men's Basketball Coach

Dear Ernie,

In accordance with the terms of your Employment Agreement, entered into on September 12, 2014, and in conformance with Clause 2 and 2.1 of your Employment Agreement, the University employs and the Employee accepts employment for a five (5) year term, expiring on March 31, 2021. Your Employment Agreement is a conditional rolling term, with an additional year added at the discretion of the Athletic Director after the conclusion of your Annual Review. All other provisions of your Employment Agreement with WSU remain in full force and effect.

Please let me know if you have any questions regarding these terms.

Sincerely,

William H. Moos
Director of Athletics

cc: HRS Personnel File

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JUN 03 2016
HUMAN RESOURCE SERVICES

Washington State University | Department of Intercollegiate Athletics | Office of the Director
Bohler Athletic Complex 110, PO Box 641602, Pullman, WA 99164-1602 | 509-335-0200 | Fax: 509-335-4501 | www.wsucougars.com

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SEP 19 2014
HUMAN RESOURCE SERVICES

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made as of this 1st day of April, 2014, between Washington State University (University) and Ernest Kent (Employee), and it cancels and replaces any and all prior employment agreements, amendments to employment agreements, or understandings, whether in writing or otherwise, between these two parties.

1. Employment Position

1.1 Employment as Employee of University. The Employee shall serve as the Head Coach of the University's Intercollegiate Men's Basketball program and shall perform the duties outlined in section 1.2 herein during the term of this Agreement. The Employee is subject to all of the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained herein, the University agrees that it is not permitted to assign Employee to any other position, absent Employee's consent (in his sole discretion).

1.2 Description of Employee's Responsibilities.

1.2.1 Recognition of Duties. The Employee agrees to devote his diligent efforts to the performance of his duties for the University, and to comply with and support all rules, regulations, policies, and decisions established or issued by the University. The Employee agrees to abide by all provisions of law, including the Washington State Ethics Law, RCW 42.52. The Employee agrees during the term of this Agreement that he will not engage directly or indirectly in any business that would materially detract from his ability to perform his duties hereunder. As stated in paragraph 4.1.1, only deliberate and serious violations will be grounds for termination. During the term, the Employee also agrees not to usurp any economic opportunities of the University in violation of the state's Ethics in Public Service law.

1.2.2 General Duties and Responsibilities. As Head Coach of the Men's Basketball program, the Employee agrees to diligently perform his specific duties and responsibilities (described in Section 1.2.3). The Employee further agrees that he is primarily responsible for the supervision, evaluation, performance, and day-to-day operation of the University's Men's Basketball program. The Employee agrees to abide by and comply with the constitution, bylaws and interpretations of the National Collegiate Athletic Association (NCAA), the Pacific-12 Conference (Pac-12), and all NCAA, Pac-12 and University rules and regulations relating to the conduct and administration of the Men's Basketball program. The Employee shall promptly report any known violation of such rules or regulations to the Athletic Director, Director of Compliance, or Faculty Athletic Representative of the University. The Employee agrees to follow the University's academic standards related to the recruitment and eligibility of prospective and current student-athletes to the Men's Basketball program. The Employee and members of his staff, including assistant coaches, shall follow the University's academic standards, requirements, and policies at all times.

1.2.3 Specific Duties and Responsibilities. The Employee is accountable for the following list of specific duties and responsibilities. This list supplements the Employee's other general duties and responsibilities provided elsewhere in this Agreement.

a. Integrate the Men's Basketball program into the whole spectrum of academic life to complement the University and its mission in the state and community;

b. Evaluate, recruit, train, and develop student-athletes with the goal of competing successfully against major college competition in a quality Division I Men's Basketball program;

c. Diligently seek to maintain a competitive Men's Basketball program consistent with the Athletic Director's goals, which will reasonably be established upon consultation with the Employee;

d. Cooperate with and support the University's faculty and administrative officials regarding academic requirements for student-athletes;

e. Conduct the Men's Basketball program with integrity and maintain financial responsibility consistent with the Men's Basketball program budget, standards and reasonable expectations of the Athletic Department and the University;

f. Recommend to the Athletic Director the appointment and discharge of assistant Men's Basketball coaches. Employee and the Athletic Director shall consult regarding those issues and make reasonable efforts to reach agreement. The Athletic Director shall then make the final decision (with approval not to be unreasonably withheld);

g. Manage the Men's Basketball program, including, but not limited to, assisting the Athletic Director, or his designee, with Men's Basketball budget preparation and administration, and the supervision and evaluation of the Men's Basketball program's staff;

h. Under the direction of the Athletic Director, participate in events, activities, and/or efforts to foster support for the University's athletic department and/or the Men's Basketball program;

i. In Employee's discretion, to serve as director of instructional summer youth Men's Basketball camps to be held at the University's Pullman campus if deemed applicable; and

j. The Athletic Director may reasonably assign other duties from time to time that are consistent with customary duties of a Head Men's Basketball Coach at a Division I Men's Basketball program.

1.3 Employee Subject to Discipline for Violations of NCAA Rules and Regulations. The Employee shall be subject to the NCAA Bylaws 10.1, 11.1.1, and 19.01.2. Furthermore, the parties agree that pursuant to NCAA Bylaw 11.2.1, if Employee 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 provisions, including suspension without pay or termination of employment for significant or repetitive violations.

1.4 Reporting Relationship. The Employee shall report to the Athletic Director. If the Athletic Director is absent, the Employee shall report to the Athletic Director's designee.

1.5 Staffing. The University will provide Employee with a full time staff as allowed by NCAA and Pac-12 rules.

2. Term of Employment. The University employs and the Employee accepts employment for a five (5) year term, beginning on April 1, 2014, and expiring on March 31, 2019. In addition, the University may extend the termination date of this Agreement by one (1) additional year following the completion of the annual review and approval by the Athletic Director under paragraph 2.1. If the University extends this Agreement in the manner described in this Section, the Agreement will be considered a conditional rolling term, one (1) additional year shall be so added, and the identical provision shall continue to apply to the conclusion of each such following year during the term.

2.1 Annual Review. Upon completion of each season, Employee will meet with the Athletic Director to review the season. This review process may include, but is not limited to, the Employee's

performance under this Agreement and the University's future performance expectations, Employee's compensation, and any modifications to the terms of this Agreement, as the parties may deem appropriate. Upon completion of the annual review, but no later than April 30th each year, the Athletic Director will decide whether to exercise the contract extension option set forth in paragraph 2.0. Any extension under this Paragraph shall be in writing and signed by the Athletic Director and Employee.

3. Compensation. In consideration for the promises he has made by entering into this Agreement, Employee shall receive the following forms of compensation. All University payments are subject to normal deductions and withholding for state, local and federal taxes and for any retirement or other benefits Employee is entitled to or participates in, and are subject to the terms and conditions of Section 4 concerning termination of this Agreement.

3.1 Base Salary. University shall pay Employee an annual base salary of one million dollars ($1,000,000) for services and performance of this Agreement. The University's payment shall be made in accord with payroll dates and procedures applicable to general University employees.

3.2 Compensation for All Collateral Opportunities. University shall pay Employee supplemental compensation in the amount of $400,000 each employment year for the term of this contract in consideration of any collateral opportunity available to Employee as a Head Coach of the Men's Basketball team. This supplemental compensation is intended to reflect income paid by third parties to the University for the types of collateral opportunities described herein. Employee is entitled to receive additional compensation directly from third parties for collateral opportunities not arranged by or in conflict with arrangements made previously by the University with the understanding that Employee must receive prior written approval from the University, which approval shall not be unreasonably withheld. University agrees to pay Employee said compensation in accord with payroll dates and procedures applicable to general University employees.

3.3 Fringe Benefits. During the term of this Agreement, University will provide Employee with the fringe benefits described in this Section 3.3 and no others.

3.3.1 Standard University Fringe Benefits. The Employee shall be entitled to the standard University fringe benefits, including group life insurance, family medical coverage, and retirement plan contributions. Retirement contributions shall be made in accordance with the University's plan for exempt employees (i.e., in accordance with the TIAA-CREF retirement plan, as adopted by WSU). If any benefit/consideration is based in whole or in part upon the salary paid to the Employee, such benefit/consideration shall be made based solely on the Base Salary provided for in Section 3.1. Notwithstanding the above, the Employee shall not accrue nor be entitled to use annual leave.

3.3.2 Expenses. The University will reimburse Employee at the maximum rate authorized by state law and University regulations for all travel and out-of-pocket expenses reasonably incurred by his for the purpose of and in connection with the performance of his duties under this Agreement.

3.3.3 First Class Upgrades. The University will upgrade air accommodations for the Employee to First Class business travel when available using free upgrades to the University during the term of this Agreement.

3.3.4 Club Membership. The University, as additional compensation, will pay Employee's membership dues for one family membership at a local/regional golf or health club of Employee's choice. The University will also pay the Employee's fee for joining the club, if any. Employee understands and acknowledges that the value of such membership may be considered income to Employee and will be so reported by the University.

3.3.5 Outside Income. The Employee may be compensated for outside activities appropriate to the promotion of athletic programs, provided that such activities do not conflict or

interfere with the discharge of duties under this contract. The Employee must receive prior written approval from the University President for all such outside compensation and must report such compensation to the University as required by NCAA Bylaw 11.2.2 (Athletically Related Income), such approval not to be unreasonably withheld. Such activities must comply with the state ethics law and University policy.

3.4 Incentive Compensation: Each employment year during the term of this Agreement, in addition to the base salary and supplemental compensation, the University shall pay Employee any applicable incentive compensation as provided in Section 3.4. The University shall pay Employee incentive compensation for an employment year within a reasonable time (generally, 30 days) after the University has determined the amount of the payment and whether the conditions of payment have been met.

3.4.1 Beginning in 2015, the Employee will receive $20,000 incentive compensation payable by July 1st of each year when the basketball team's official Fall and Spring combined grade point average (GPA) average is 2.80 or higher. The Fall - Spring average GPA will be calculated on June 1st, using the "quality points" and "credits for GPA" as posted on each basketball student-athlete's transcript. The team average GPA will be based on all men's basketball student-athletes listed on the Daily Eligibility Report as of the first day of finals week spring semester.

3.4.2 The University shall annually pay Employee the incentive compensation for the following achievements:

Achievement	Amount of Incentive Payment
• Pac-12 Regular Season Championship	$50,000 (individual or shared)
• Pac-12 Tournament Championship	$50,000
• Pac-12 regular season 2nd place finish	$45,000 (individual or shared)
• Pac-12 regular season 3rd place finish	$35,000 (individual or shared)
• Pac-12 regular season 4th place finish	$20,000 (individual or shared)
• Pac-12 regular season 5th place finish	$10,000 (individual or shared)
• Pac-12 regular season 6th place finish	$5,000 (individual or shared)
	$10,000 (individual or shared)
• NIT Postseason Appearance*	$10,000
• NIT Championship*	$50,000
• NCAA Tournament Appearance*	$20,000
• NCAA Round of 32 Appearance*	$30,000
• NCAA Sweet 16 Appearance*	$40,000
• NCAA Elite 8 Appearance*	$50,000
• NCAA Final Four Appearance*	$75,000
• NCAA Championship Game Appearance*	$100,000
• NCAA Tournament Champion*	$150,000
• Pac-12 Coach of the Year	$25,000
• Associated Press, NABC or Naismith Coach of the Year**	$50,000

*One Payment only per season for highest level reached
**One Payment only per season, even if multiple awards

3.6 On-Campus Summer Camps. The University has the exclusive right to operate summer youth Men's Basketball camps on its campus using University facilities. Pursuant to Section 1.2.3 (i) hereof and subject to Section 3.4 hereof, the Employee shall direct and participate in the University's summer Men's Basketball camps. Notwithstanding the provisions of Section 4.3.2 hereof, the coaches of the University's Men's Basketball program will be compensated for their performance of duties in said on-campus summer camps consistent with athletic department policies.

3.7 Vehicle. The University may provide Employee with either: (a) a donated vehicle on a loan basis, or (b) a stipend in the amount of $450 per month in lieu of a donated vehicle, during the term of this Agreement. The University has the sole discretion to determine whether to provide the use of the loaned vehicle or the stipend. The Employee shall use, maintain and service any vehicle provided in compliance with the University's written policies and procedures regarding courtesy cars, as those policies now exist or may be amended. The WSU courtesy car program is structured as an "accountable plan" for tax purposes, and Employee understands and agrees that she shall be taxed on the annual percentage of personal use of the vehicle, which will be calculated from the mileage records submitted by the Employee. The Employee shall not remove any dealer identification markings placed on the vehicle for promotional purposes.

3.8. Tickets. The University will provide Employee with fourteen (14) VIP tickets to each home Men's Basketball game along with two (2) VIP Parking spots. The University will further provide up to four (4) tickets to each of the Men's Basketball team's away games and neutral site games, every year during the term of this Agreement, as well as up to four (4) NCAA Division I Men's Final Four tickets as needed and if available every year during the term of this Agreement (it being agreed that the University will use commercially reasonable efforts to ensure such availability).

The University will provide Employee with ten (10) tickets each employment year for each post-season Men's Basketball game that the Men's Basketball team participates in, including the Pac-12 Tournament. The University also will provide 1 (one) guest of Employee with the opportunity to travel with the University's Men's Basketball team for post-season competition and the Pac-12 Tournament in accordance with University and Athletic Department policies. Compensation paid by the University shall not exceed costs associated with bringing Employee's guest to the event, including but not limited to airfare, and other travel costs such as rental car or bus fare, lodging, and subsistence. Employee understands and acknowledges that the value of such travel may be considered income to the Employee and will be so reported by the University. Travel expenses shall be paid in accordance with applicable IRS regulations.

The University will provide Employee with four (4) club seating section tickets for every home football game along with one (1) VIP Parking spot. Tickets to each home game of each of the University's other varsity intercollegiate athletic teams will be provided in non-priority seating sections according to the provisions of the Athletic Department's ticket policy for staff members.

The tickets and passes so provided to Employee shall be distributed by Employee to such individuals as Employee determines, in his sole discretion, will promote the Men's Basketball program, University fund-raising efforts for that program and/or the goals of the University.

4. Termination

4.1 Termination by University for Just Cause. The University shall have the right to terminate this Agreement for just cause prior to its normal expiration. The term "just cause" shall be defined as the following:

4.1.1 Deliberate and serious violations of the duties outlined in Section 1.2 of this Agreement, including the paragraph entitled "Recognition of Duties" in Section 1.2.1 of this Agreement or refusal or unwillingness to perform such duties in good faith; provided: (1) Such violation has more than a de minimis impact on the University, and (2) Employee is given written notice thereof and fourteen (14) days to cure or;

4.1.2 Deliberate and serious violations by the Employee of any of the other material terms and conditions of this Agreement not remedied after fourteen (14) days written notice thereof to the Employee or, if the violation cannot reasonably be remedied within that period, Employee's failure to make reasonable efforts to cure such violation;

4.1.3 Any act of material misconduct by Employee, including but not limited to, an act of moral turpitude, or any act injuring, abusing, or endangering others, including physical, psychological, and/or sexual abuse, misconduct or violence, that has more than a deminimis, adverse impact on the University;

4.1.4 An intentional or major violation or repeated instances of secondary violations by the Employee, or by any person under the Employee's supervision where the Employee had knowledge of the intended violation and failed to intervene, or by student-athletes in the Men's Basketball program where the Employee had knowledge of the intended violation and failed to intervene, of any law, rule, regulation, constitutional provision, bylaw or interpretation of the University, the NCAA, or the Pac-12 Conference, which in the reasonable judgment of the University reflects adversely upon the University or its athletic program in a material manner, including but not limited to any such violation which results in the University being barred from post-season competition by the Pac-12 Conference or the NCAA and including any such violation which occurred during prior employment of the Employee at another NCAA member institution;

4.1.5 Misconduct of the Employee seriously prejudicial to the best interests of the University or its athletic program which shall include acts of malfeasance, and shall not be interpreted to directly relate to the win/loss record, not remedied after fourteen (14) days written notice thereof to the Employee or, if the violation cannot reasonably be remedied within that period, Employee's failure to make reasonable efforts to cure such violation;

4.1.6 Prolonged absence from duty without the consent of the Employee's supervisor.

4.2 Determination of Cause and Hearing Provision. "Just cause" sufficient to satisfy the provisions of Section 4.1 hereof shall initially be determined in good faith by the Athletic Director of the University. The Athletic Director shall give the Employee written notice of the provisions of the Agreement alleged to have been violated, together with a statement of the factual basis for those allegations. The Employee will have fifteen (15) calendar days within which to respond to the Athletic Director, in writing, with reasons he should not be terminated. The Athletic Director, after considering any response provided by the Employee, will issue a decision regarding termination for cause. The Athletic Director shall issue the University's decision regarding termination within ten (10) calendar days of receipt of the Employee's response.

Employee's right to receive any payment under this Agreement, including all portions of Section 3, shall cease the day following the issuance of the decision to terminate for cause (it being agreed that Employee shall remain entitled to all unpaid compensation which was due, or had been earned or accrued prior to such date, even if the payment due date has not yet occurred).

4.3 Appeal of Termination for Just Cause. The Employee may appeal the Athletic Director's decision to terminate for cause to the University President or his designee. Such appeal must be made in writing within fifteen (15) calendar days' notice of the Athletic Director's determination, and must contain a statement of the reasons that the Employee requests the President to set aside the decision to terminate for just cause. The Employee must provide a copy of the appeal to the Athletic Director at the time it is delivered to the Office of the President. The Athletic Director may, within seven (7) calendar days of receipt of the notice of appeal, provide an additional written statement supporting his decision to the President, and shall provide the President with 1) the written notice of termination sent to the Employee; 2) the Employee's written response, if any, and 3) the written decision of termination. The President may allow oral statements in the President's discretion. The President shall render a final decision within thirty (30) calendar days, which shall be the final decision of the University.

The Employee shall not be entitled to receive any compensation under this Agreement pending the appeal. Should Employee be reinstated by the President, Employee shall be entitled to back pay during the pendency of the appeal.

4.3.1 Intentionally omitted.

4.3.2 University's Obligations upon Termination for Just Cause: In the event this Agreement is terminated for just cause in accordance with the provisions of Section 4.1 hereof, all obligations of the University to make further payments under this Agreement and/or to provide any other consideration hereunder shall cease. In no case shall the University be liable to the Employee for the loss of any collateral business opportunities or any other benefits, perquisites or athletically related income from any other source, nor shall the Employee be liable to the University for the loss of any such collateral business opportunities. Employee will be paid all compensation earned or accrued up to the date of termination for cause.

4.4 Termination by University Without Just Cause. The University reserves the right to terminate this Agreement prior to its normal expiration without cause. Termination by the University without cause shall be effectuated by delivering to the Employee written notice, signed by the President of the University or by the Athletic Director or such other person as the President may designate, of the University's intent to terminate this Agreement without cause. In such event, University will pay Coach liquidated damages, in lieu of any and all other legal remedies or equitable relief.

4.4.1 Liquidated Damages Upon Termination By University Without Just Cause. If the University terminates this Agreement without just cause at any time prior to its expiration date, the University shall pay the Employee as liquidated damages the remainder of the base salary and compensation for collateral opportunities due under the terms of this Agreement (for the remainder of the term of this Agreement, had it naturally expired and Employee fully performed hereunder). The University's obligation shall be paid over the remaining term of the Agreement on regular payroll dates applicable to University employees generally. The University shall not be liable for the loss of any fringe benefit described in Section 3.3., or any intangible benefit associated with being an NCAA coach, or any athletically related income from any other source if the Employee is terminated without cause.

4.4.2 Mitigation of Damages by Employee. The parties agree that Employee's sole mitigation obligations in connection with such termination by the University and payment of said liquidated damages shall be as follows: in the event Employee obtains reasonably comparable employment, as a NCAA Division I head basketball coach (a "New Position"), then the University shall have the right to reduce any liquidated damages payments that remain to be paid to Employee by an amount equal to Employee's new guaranteed annual compensation actually received by Employee during the term of this Agreement (had it naturally expired).

4.5 Termination by Employee.

4.5.1 Written Notice by Employee. The Employee may terminate this Agreement during its term by giving the University advance written notice of the termination. If the Employee terminates this Agreement before its termination date, University shall not be liable for any compensation or benefits after the effective date of termination, except University shall pay to Employee all compensation or benefits earned before the effective date of termination.

4.5.2 Liquidated Damages Upon Termination By Employee Without Cause. Employee recognizes that University is making a highly valuable investment in his continued employment by entering into this Agreement and that investment would be lost if he were to resign prior to the expiration of this Agreement. The parties agree that actual damages to University in such case would be extremely difficult to calculate. The parties further agree that the payment of liquidated damages by Employee and acceptance by University

shall constitute sufficient and reasonable compensation to University for any injury and that it shall be enforceable as liquidated damages and not as a penalty.

If Employee terminates this Agreement during the initial term of this Agreement, or during any subsequent term resulting from application of the conditional extension provided for in Section 2, and Employee subsequently accepts a New Position during the term of this Agreement (had it naturally expired), the Employee shall pay liquidated damages to the University as follows:

•	Prior to June 30, 2016	$2,000,000
•	Prior to June 30, 2017	$1,500,000
•	All subsequent years	$1,000,000

In addition, the University agrees that Employee may terminate this Agreement upon written notice to the University in the event the University materially breaches this Agreement and fails to cure the same within fourteen (14) days of its receipt of written notice thereof from or on behalf of Employee. In such an event, the University agrees that Employee shall have no obligation to pay such liquidated (or any other) damages, whatsoever.

4.6 Termination for Death or Disability. In the event of inability of Employee to continue to perform the obligations described in this Agreement by reason of death or a medically determinable physical or mental impairment which can be expected to result in death or is reasonably expected to last for a continuous period of not less than twelve (12) months (as determined by a mutually agreed upon medical expert), this Agreement shall automatically terminate and all future obligations between the Parties shall cease unless otherwise required by law, provided that University shall pay to Employee all compensation earned or accrued on a pro-rata basis to the date of termination.

5. Restriction on Competition. The Employee agrees and specifically promises that either directly or indirectly through an agent he will not actively seek, negotiate for or accept employment, under any circumstances, as a coach or in any other capacity related to intercollegiate athletics with any member institution of the NCAA or with any Men's Basketball team participating in any professional league or conference in the United States or elsewhere requiring performance of duties prior to the expiration date of the term of this Agreement or any extension thereof under Section 2.0, without first notifying the Athletic Director.

6. Choice of Law. This Agreement has been entered into under and shall be governed by the laws of the State of Washington. In the event that either party for the enforcement or construction of any of the provisions of this agreement commences litigation, the actions shall be brought in the Superior Court of the State of Washington and venue shall be in Whitman County, Washington.

7. Alternate Dispute Resolution. Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in good faith mediation. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. The parties will share the cost of the mediation equally, if any, shall unless otherwise agreed. The parties agree that mediation shall precede any action in a judicial tribunal.

   Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a Disputes Resolution Panel, or arbitration.

8. Merger Clause. This Agreement supersedes all prior understandings, contracts, agreements, and amendments to agreements, oral or written, regarding the Employee's employment by the University.

9. Amendments to Agreement. This Agreement may be amended at any time only by a written instrument duly approved by the University through its designated representative and accepted by the Employee, such approval and acceptance to be acknowledged in writing.

10. Severability. If any provision of this Agreement is found to be unenforceable, either in whole or in part, then such provision shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the bound thereof in order to render said provision valid and enforceable. The remainder of this Agreement will not be affected and will remain in full force and effect to the extent provided by law.

11. Acknowledgment. The Employee acknowledges that he has read and understands the foregoing provisions of this Agreement and that such provisions are reasonable and enforceable and that he agrees to abide by this Agreement and the terms and conditions set forth herein. Employee further acknowledges that he has been provided an opportunity to seek the advice of legal counsel before entering into this agreement.

Dated this ___ day of _____, 2014.

WASHINGTON STATE UNIVERSITY

By: _____
William H. Moos
Director of Athletics
Date: 9/11/14

By: _____
Elson S. Floyd
President
Date: 9/12/14

EMPLOYEE

By: _____
Ernest Kent
Date: 8-25-14

Approved as to form:

_____
Attorney General's Office
Date: 9/5/14