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HUMAN RESOURCE SERVICES

FIRST
AMENDMENT TO EMPLOYMENT AGREEMENT

The Employment Agreement ("Agreement") entered between Washington State University ("University") and Alexander G. Grinch ("Employee") for the term beginning January 1, 2016, is hereby amended as follows:

Section 2, Section 3.1 and Section 4.4.1 of the existing Agreement is stricken and replaced with the following:

2. Term of Employment. The term of this Employment Agreement shall be for a period of four (4) years, which begins on January 1, 2016, and expires June 30, 2020.

3.1. Base Salary. The base salary paid by the University to the Employee for services and satisfactory performance of the terms and conditions of this Agreement shall be as follows:

- January 1, 2016, through December 31, 2016, $575,000
- January 1, 2017, through December 31, 2017, $600,000
- January 1, 2018, through June 30, 2019, $625,000
- July 1, 2019, through June 30, 2020, $650,000

Payable by the University in accord with payroll dates and procedures applicable to University Employees generally. In addition, University will provide additional compensation, in the form of one-time monies, for extra services required of the Employee in preparation for and participation in post-season competition as follows: For bowl games other than Sugar, Rose, Orange, Cotton, Peach or Fiesta Bowl, the Employee shall be paid an amount equal to one twelfth of his annual salary. For Sugar, Rose, Orange, Cotton, Peach or Fiesta bowl game, the Employee shall be paid an amount equal to three twenty-fourths of his annual base salary. The Employee shall be eligible for consideration for salary increases to the base salary that are authorized and funded by the State of Washington, subject to a determination by the Athletic Director

4.4.1 Liquidated Damages Upon Termination By University Without Cause. The parties agree that actual damages resulting from termination without just cause would be difficult to calculate and that the payment of liquidated damages by University to Employee shall constitute sufficient and reasonable compensation to Employee for any loss, damages, or injury suffered by Employee resulting of termination without cause by University. The parties further agree that the payment of liquidated damages shall not be construed as a penalty. If the University terminates this Agreement without cause at any time prior to June 30, 2020, the University shall pay the Employee the remainder of the base salary due under the terms of this Agreement. The University's obligation shall be paid on a schedule mutually agreed to by both parties, provided, however, that if the parties cannot agree upon a schedule, payment will be made in a lump sum. The University shall not be liable for the loss of any fringe benefit described in section 3.2, or any intangible benefit associated with being a NCAA coach, or any athletically related income from any other source if the Employee is terminated without cause.

All other provisions of the Agreement, between Washington State University and Employee remain in full force and effect.

Acknowledgement

Employee acknowledges that he has read and understands the foregoing provisions of this Amendment, and that such provisions are reasonable and enforceable and that he agrees to abide by the Agreement and this Amendment 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 Amendment.

IN WITNESS THEREOF, the Director of Athletics and the Employee have executed this Agreement by the signatures affixed hereto.

TERMS AND CONDITIONS of this appointment are hereby accepted by:

WASHINGTON STATE UNIVERSITY

William H. Moos, Director of Athletics
Date: 1/6/16

Kirk Schulz, President
Date: 1-25-17

Approved as to form:

Attorney General's Office 1/9/17
Date

EMPLOYEE

Alexander G. Grinch
Date: 12/14/16

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HUMAN RESOURCE SERVICES

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made between Washington State University (the "University) and Alexander G. Grinch (the "Employee") and upon the commencement of its term on January 1, 2016, it cancels and replaces any and all prior employment agreements or understandings, whether in writing or otherwise, between these two parties.

1. Employment Position

1.1. Employment as the Employee of University. The Employee shall serve as the Assistant Coach of the University's Intercollegiate Football program and shall perform the duties outlined in section 1.2 herein during the term of this Agreement. The Employee is subject to and governed by the terms and conditions of the Agreement.

1.2 Description of Employee's Responsibilities.

1.2.1 Recognition of Duties. The Employee agrees to devote his best 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 also agrees during the term of this Agreement that he will not engage, directly or indirectly, in any business that would detract from his ability to apply his best efforts to the performance of his duties hereunder. The Employee also agrees not to usurp any economic opportunities of the University.

1.2.1.1 General Duties and Responsibilities. The Employee agrees to undertake and perform properly, efficiently, to the best of his ability and consistent with the standards of the University all duties and responsibilities (as defined by the head coach and/or athletic director) attendant to the position of Assistant Coach of the University's Football program. The Employee further agrees to abide by and comply with the constitution, bylaws and interpretations of the National Collegiate Athletic Association ("NCAA") and Pac-12 Conference ("Pac-12"), and all NCAA, Pac-12 and University rules and regulations relating to the conduct and administration of the Football program as now constituted or as may be amended during the term hereof. In the event that the Employee becomes aware, or has reasonable cause to believe, that violations of any of the aforementioned rules or regulations may have taken place, he shall promptly report the same to the Athletic Director, Director of Compliance or Faculty Athletic Representative of the University. The Employee agrees to adhere to, respect, and to follow the academic standards and requirements of the University in regard to the recruitment and eligibility of prospective and current student-athletes for the Football program. All academic standards, requirements and policies of the University shall also be observed by the Employee at all times.

1.2.1.2 Other Duties. The Athletic Director in his sole discretion may reasonably assign the Employee, as needed, to other related duties from time to time, and may also reassign the Employee to unrelated duties if the Head Coach's Employment Agreement is terminated for any reason. If Employee is reassigned by the Athletic Director, Section 4.6 shall not apply to Employee.

1.3 The Employee Subject to Discipline for Violations of NCAA Rules and Regulations

If the Employee is found to be in violation of NCAA rules and regulations, including but not limited to the ethical conduct expectations as stated in NCAA Bylaws 10.1, 11.1.1, 11.1.2, 11.1.2.1 and 19.01.2, whether while employed by the University or during prior employment at another NCAA member institution, the Employee shall be subject to disciplinary or corrective action as set forth through the NCAA enforcement procedures. Further, the University may suspend the Employee for a period of time, without pay, or may terminate employment as provided in Section 4.1 hereof if the Employee is found to have been involved in or condoned

major violations or a pattern of uncorrected secondary violations of NCAA, Pac-12 or University rules and regulations.

1.4 Reporting Relationship

The Employee shall report to the Head Coach of the University's Football program and through the Head Coach to the Athletic Director, or to such other person as the Athletic Director may designate.

2. Term of Employment

The University hereby employs and the Employee hereby accepts employment hereunder for the period beginning on January 1, 2016, and ending on June 30, 2019, subject, however, to prior termination in accordance with the provisions set forth in Section 4 hereof. All terms of current employment agreement signed by Employee on January 30, 2015, will remain in effect from the commencement of that agreement's term until January 1, 2016, at which time that agreement will terminate and will be superseded and replaced by this Agreement, which takes effect January 1, 2016.

On or before May 31, 2019, the Employee will receive written notification from the University of its intent to renew or not renew this Agreement. In the event that such notice extends beyond the term of this Agreement and the Employee is retained beyond the term of this Agreement, then this Agreement shall be extended only by the 30-day extended notice period.

3. Compensation

In consideration for the promises he has made in entering into this Agreement, the Employee shall be entitled to the compensation set forth herein. All payments from the University are subject to normal deductions and withholding for state, local and federal taxes and for any retirement or other benefits to which the Employee is entitled or in which he participates, and are subject to the terms and conditions of Section 4 hereof concerning termination of this Agreement.

3.1 Base Salary

The base salary paid by the University to the Employee for services and satisfactory performance of the terms and conditions of this Agreement shall be as follows:

- January 1, 2016, through December 31, 2016 $575,000
- January 1, 2017, through December 31, 2017 $600,000
- January 1, 2018, through June 30, 2019 $625,000

payable by the University in accord with payroll dates and procedures applicable to University Employees generally. In addition, University will provide additional compensation, in the form of one-time monies, for extra services required of the Employee in preparation for and participation in post-season competition as follows: For non-BCS bowl games, the Employee shall be paid an amount equal to one twelfth of his annual base salary. For BCS bowl games, the Employee shall be paid an amount equal to three twenty-fourths of his annual base salary. The Employee shall be eligible for consideration for salary increases to the base salary that are authorized and funded by the State of Washington, subject to a determination by the Athletic Director.

3.2 Fringe Benefits

During the term of this Agreement, the University will provide the Employee with the fringe benefits described in this Section 3.2 and no others.

3.2.1 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 without including any collateral compensation or incentive or supplemental compensation. Notwithstanding the above, the Employee shall not accrue nor be entitled to use annual leave.

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

3.2.3 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.

3.2.4 Tickets. The University will provide one ticket specifically for use by a spouse/partner, plus an additional ticket specifically for use by each dependent child living at home who has not yet graduated from high school, for each home or post-season football contest in which the University's Football team competes during the term of this Agreement. The University will also provide the Employee with four (4) tickets for use at his discretion, for each home, away or post-season football contest in which the University's Football team competes during the term of this Agreement. In addition, Employee will have the option to purchase ten (10) additional tickets for any non-BCS Bowl games and 20 additional tickets for any BCS bowl games in which the University's Football team competes during the term of this Agreement.

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 Employee understands and acknowledges that the value of tickets and passes may be considered income to the Employee and will be so reported by the University. The Employee also understands that the use of tickets and passes will be subject to normal compliance review for complimentary tickets.

3.2.5 Parking. The University will provide the Employee with two (2) permits for parking purposes for each of the University's home football contests in Pullman, Washington. The Employee understands and acknowledges that the value of tickets and passes may be considered income to the Employee and will be so reported by the University.

3.2.6 Guest Travel for Post-Season Competition. Whenever the Employee attends post-season athletic competition because the Football team is participating in the event, he may elect to bring his spouse or partner and dependent children, regardless of age, to the event and related activities. The University will pay as compensation to the Employee all costs associated with bringing his spouse or partner and dependent children to the event and its related activities in accordance with University travel regulations and, where relevant, NCAA and/or Pac-12 Conference regulations. Compensation paid by the University shall not exceed costs associated with bringing the Employee's spouse or partner and dependent children to the event, including but not limited to airfare, other travel costs

such as rental car or bus fare, lodging, subsistence, and cost of admission to the game and related events. The 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.

3.2.8 Guest Travel for Away Games. Employee may elect to bring his spouse or partner to one away game selected by the Head Football Coach and approved by the Director of Athletics (the "spouse" trip) per year. The University will pay as compensation to the Employee all costs associated with transporting his spouse or partner to the event, lodging for the event and its related activities, in accordance with University travel regulations and, where relevant, NCAA and/or Pac-12 Conference regulations. The 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.

3.2.9 Supplemental Compensation Camps and Clinics. The Employee may be permitted to receive supplemental compensation from institutional camps and/or clinics when authorized by the Athletic Director. The decision to allow the performance of such additional work and whether to pay said compensation will be made before the Employee renders the additional services, subject to University, Athletic Department, and NCAA policies.

3.2.10 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 activities must comply with the state ethics law and University policy.

3.3 Incentive Compensation. Each employment year during the term of this Agreement, in addition to the base salary and applicable additional compensation provided in Section 3.1, the University shall pay Employee any applicable incentive compensation as provided in Section 3.3. 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.

3.3.1 The University shall annually pay Employee the following incentive compensation:

Achievement	**Amount of Incentive Payment**
• WSU Top 40 ranking in FBS for "Total Defense" at the end of the regular season and before the beginning of post-season play, including conference championships, bowls or playoff games *(determined by NCAA FBS Football Statistics, published on NCAA.com)*	$25,000
• WSU Top 40 ranking in FBS for "Scoring Defense" at the end of the regular season and before the beginning of post-season play, including conference championships, bowls or playoff games *(determined by NCAA FBS Football Statistics, published on NCAA.com)*	$25,000

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 include, in addition to and as examples of its normally understood meaning in employment contracts, any of the following:

4.1.1 Deliberate and serious violations of the duties outlined in Section 1.2 of this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of the Employee's abilities;

4.1.2 Deliberate and serious violations by the Employee of any of the other 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 misconduct by Employee, including but not limited to, an act of dishonesty, theft or misappropriation of University property, moral turpitude, insubordination, or act injuring, abusing, or endangering others, including physical, psychological, or sexual abuse, misconduct or violence, or repeated insubordination or a single act of insubordination of significant magnitude;

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 Football 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 may in the reasonable judgment of the University reflect adversely upon the University or its athletic program, including but not limited to any such violation which may result in the University being placed on probation by the Pac-12 Conference or the NCAA and including any such violation which may have occurred during prior employment of the Employee at another NCAA member institution;

4.1.5 Conduct of the Employee seriously prejudicial to the best interests of the University or its athletic program; or

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. If a summary suspension has been issued in accordance with paragraph 4.3.1, the Athletic Director must issue a decision regarding termination within five (5) calendar days of receipt of the Employee's response. If a summary suspension has not been ordered, the Athletic Director shall issue a 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.

4.3 Appeal of Termination for 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 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 of receiving the materials provided by the Athletic Director, 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 for compensation not paid during the pendency of the appeal.

4.3.1 Summary Suspension: Once the preliminary determination of intent to terminate for cause is made, the Athletic Director shall have the administrative authority to order suspension of the Employee from his duties and salary pending termination of this Agreement, provided that notice of any such suspension shall be delivered to the Employee in writing, detailing the reasons for such suspension. This notice may be contained in the same document as the written notice of termination. Summary suspension shall ordinarily be imposed only if the Athletic Director finds that the Employee has committee gross misconduct or poses an immediate threat to the safety of persons or property. The Employee may respond to the notice of summary suspension together with his response, if any, to the notice of termination.

The Employee shall not be entitled to receive any compensation under this Agreement during the summary suspension period.

4.3.2 University's Obligations Upon Termination for Cause: In the event this Agreement is terminated for just cause in accordance with the provisions of Sections 4.1 and 4.2 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 up to the date of termination for cause.

4.4 Termination by University Without 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 within 45 days of the conclusion of the most recently completed regular season game. In such event, University will pay the Employee liquidated damages, in lieu of any and all other legal remedies or equitable relief, except as otherwise provided below.

4.4.1 Liquidated Damages Upon Termination By University Without Cause. The parties agree that actual damages resulting from termination without just cause would be difficult to calculate and that the payment of liquidated damages by University to Employee shall constitute sufficient and reasonable compensation to Employee for any loss, damages, or injury suffered by Employee resulting of termination without cause by University. The parties further agree that the payment of liquidated damages shall not be construed as a penalty. If the University terminates this Agreement without cause at any time prior to June 30, 2019, the University shall pay the Employee the remainder of the base salary due under the terms of this Agreement. The University's obligation shall be paid on a

schedule mutually agreed to by both parties, provided, however, that if the parties cannot agree upon a schedule, payment will be made in a lump sum. The University shall not be liable for the loss of any fringe benefit described in section 3.2, or any intangible benefit associated with being a NCAA coach, or any athletically related income from any other source if the Employee is terminated without cause.

4.4.2 Termination in the Event of Head Coach's Departure. If, at any time during the term of this Agreement, Mike Leach is no longer Head Football Coach of the University's football team, then the University reserves the right to terminate Employee's employment hereunder as follows:

4.4.2.1 If University terminates Head Football Coach Mike Leach's employment either for convenience or for cause, and University decides to terminate Employee's employment without cause, Paragraph 4.4.1 shall apply. In addition to the provisions regarding payment set forth in Paragraph 4.4.1, University will have the option of paying the remainder of the base salary due under the terms of this Agreement on the regular paydays of the University. If University elects this option, Employee shall be required to mitigate the University's obligations by making reasonable, good faith efforts to obtain comparable employment as soon as possible. Employee shall notify University immediately upon acceptance of such employment, and any obligation to pay Employee as set forth herein shall terminate upon the commencement of such employment. For purposes of this Paragraph, comparable employment is defined as employment comparable in terms of either duties, salary, or title.

4.4.2.2 If Head Football Coach Mike Leach resigns and becomes the head coach at any other university or professional team, Section 4.4.1 shall not apply, and University has the right to terminate Employee's employment without cause with 30 days' notice and without payment of liquidated damages. If Head Football Coach Mike Leach offers employment to Employee and Employee accepts offer, Section 4.6 shall not apply.

4.5 Termination By The Employee

4.5.1 Written Notice By The Employee. The Employee may terminate this Agreement during its term by giving the University fourteen (14) calendar days advance written notice of the termination.

4.6 Liquidated Damages Upon Termination By Employee.

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. A third party may provide payment on behalf of Employee, however Employee is responsible for payment until the full amount of $500,000 in year one and $250,000 in year two as outlined below is paid to University. The parties acknowledge that this provision is intended to obligate Employee to repay compensation previously received by him under the premise that Employee would fulfill the Agreement's Terms. This section shall not apply if Employee accepts employment as head football coach of a college or professional football team.

If the Employee terminates this Agreement during the term of this Agreement, Employee shall pay liquidated damages to the University as follows:

- On or before June 30, 2017: $500,000
- July 1, 2017, through June 30, 2018: $250,000
- July 1, 2018, through June 30, 2019: $00.00

5. Restriction on Competition

The Employee agrees and specifically promises that he will neither directly nor indirectly through an agent 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 Football 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, without first notifying the Athletic Director and obtaining permission from the Athletic Director to seek such described employment opportunities, such permission to not be unreasonably withheld.

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 cost of the mediation, if any, shall be shared equally by the parties unless otherwise agreed. The parties agree that mediation shall precede any action in a judicial tribunal.

Nothing in this contract 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 and agreements, oral or written, regarding the Employee's employment by the University, including University handbooks or manuals.

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. 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. The Employee further acknowledges that he has been provided an opportunity to seek the advice of legal counsel before entering into this agreement.

11. 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.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT.

WASHINGTON STATE UNIVERSITY

By: _____
William H. Moos
Director of Athletics

DATE: 12/11/15

THE EMPLOYEE

By: _____
Alexander G. Grinch

DATE: 12/9/15

By: _____
Office of the President

DATE: 12/15/15

Approved as to form:

_____
Attorney General's Office

DATE: 12/18/15

RECEIVED
FEB 19 2015
HUMAN RESOURCE SERVICES

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made between Washington State University (the "University) and Alexander G. Grinch (the "Employee") and it cancels and replaces any and all prior employment agreements or understandings, whether in writing or otherwise, between these two parties.

1. Employment Position

1.1. Employment as the Employee of University. The Employee shall serve as the Assistant Coach of the University's Intercollegiate Football program and shall perform the duties outlined in section 1.2 herein during the term of this Agreement. The Employee is subject to and governed by the terms and conditions of the Agreement.

1.2 Description of Employee's Responsibilities.

1.2.1 Recognition of Duties. The Employee agrees to devote his best 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 also agrees during the term of this Agreement that he will not engage, directly or indirectly, in any business that would detract from his ability to apply his best efforts to the performance of his duties hereunder. The Employee also agrees not to usurp any economic opportunities of the University.

1.2.1.1 General Duties and Responsibilities. The Employee agrees to undertake and perform properly, efficiently, to the best of his ability and consistent with the standards of the University all duties and responsibilities (as defined by the head coach and/or athletic director) attendant to the position of Assistant Coach of the University's Football program. The Employee further agrees to abide by and comply with the constitution, bylaws and interpretations of the National Collegiate Athletic Association ("NCAA") and Pac-12 Conference ("Pac-12"), and all NCAA, Pac-12 and University rules and regulations relating to the conduct and administration of the Football program as now constituted or as may be amended during the term hereof. In the event that the Employee becomes aware, or has reasonable cause to believe, that violations of any of the aforementioned rules or regulations may have taken place, he shall promptly report the same to the Athletic Director, Director of Compliance or Faculty Athletic Representative of the University. The Employee agrees to adhere to, respect, and to follow the academic standards and requirements of the University in regard to the recruitment and eligibility of prospective and current student-athletes for the Football program. All academic standards, requirements and policies of the University shall also be observed by the Employee at all times.

1.2.1.2 Other Duties. The Athletic Director in his sole discretion may reasonably assign the Employee, as needed, to other related duties from time to time, and may also reassign the Employee to unrelated duties if the Head Coach's Employment Agreement is terminated for any reason.

1.3 The Employee Subject to Discipline for Violations of NCAA Rules and Regulations

If the Employee is found to be in violation of NCAA rules and regulations, including but not limited to the ethical conduct expectations as stated in NCAA Bylaws 10.1, 11.1.1, 11.1.2, 11.1.2.1 and 19.01.2, whether while employed by the University or during prior employment at another NCAA member institution, the Employee shall be subject to disciplinary or corrective action as set forth through the NCAA enforcement procedures. Further, the University may suspend the Employee for a period of time, without pay, or may terminate employment as provided in Section 4.1 hereof if the Employee is found to have been involved in or condoned major violations or a pattern of uncorrected secondary violations of NCAA, Pac-12 or University rules and regulations.

1.4 Reporting Relationship

The Employee shall report to the Head Coach of the University's Football program and through the Head Coach to the Athletic Director, or to such other person as the Athletic Director may designate.

2. Term of Employment

The University hereby employs and the Employee hereby accepts employment hereunder for the period beginning on January 15, 2015 and ending on June 30, 2016, subject, however, to prior termination in accordance with the provisions set forth in Section 4 hereof. On or before May 31, 2016, the Employee will receive written notification from the University of its intent to renew or not renew the Agreement. If Employee obtains new employment commencing prior to June 30, 2016, Employee shall notify University immediately, and all payments and fringe benefits under this Agreement shall cease on the date Employee's new employment commences.

3. Compensation

In consideration for the promises he has made in entering into this Agreement, the Employee shall be entitled to the compensation set forth herein. All payments from the University are subject to normal deductions and withholding for state, local and federal taxes and for any retirement or other benefits to which the Employee is entitled or in which he participates, and are subject to the terms and conditions of Section 4 hereof concerning termination of this Agreement.

3.1 Base Salary

The base salary paid by the University to the Employee for services and satisfactory performance of the terms and conditions of this Agreement shall be at the annual salary rate of $425,000 payable by the University in accord with payroll dates and procedures applicable to University Employees generally. In addition, University will provide additional compensation, in the form of one-time monies, for extra services required of the Employee in preparation for and participation in post-season competition as follows: For non-BCS bowl games, the Employee shall be paid an amount equal to one twelfth of his annual base salary. For BCS bowl games, the Employee shall be paid an amount equal to three twenty-fourths of his annual base salary. The Employee shall be eligible for consideration for salary increases to the base salary that are authorized and funded by the State of Washington, subject to a determination by the Athletic Director.

3.2 Fringe Benefits

During the term of this Agreement, the University will provide the Employee with the fringe benefits described in this Section 3.2 and no others.

3.2.1 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 without including any collateral compensation or incentive or supplemental compensation. Notwithstanding the above, the Employee shall not accrue nor be entitled to use annual leave.

3.2.2 Expenses. The University will reimburse the Employee at the rate authorized by state law and University regulations for all travel and out-of-pocket expenses reasonably

incurred by him for the purpose of and in connection with the performance of his duties under this Agreement.

3.2.3 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.

3.2.4 Tickets. The University will provide one ticket specifically for use by a spouse/partner, plus an additional ticket specifically for use by each dependent child living at home who has not yet graduated from high school, for each home or post-season football contest in which the University's Football team competes during the term of this Agreement. The University will also provide the Employee with four (4) tickets for use at his discretion, for each home, away or post-season football contest in which the University's Football team competes during the term of this Agreement. In addition, Employee will have the option to purchase ten (10) additional tickets for any non-BCS Bowl games and 20 additional tickets for any BCS bowl games in which the University's Football team competes during the term of this Agreement.

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 Employee understands and acknowledges that the value of tickets and passes may be considered income to the Employee and will be so reported by the University. The Employee also understands that the use of tickets and passes will be subject to normal compliance review for complimentary tickets.

3.2.5 Parking. The University will provide the Employee with two (2) permits for parking purposes for each of the University's home football contests in Pullman, Washington. The Employee understands and acknowledges that the value of tickets and passes may be considered income to the Employee and will be so reported by the University.

3.2.6 Guest Travel for Post-Season Competition. Whenever the Employee attends post-season athletic competition because the Football team is participating in the event, he may elect to bring his spouse or partner and dependent children, regardless of age, to the event and related activities. The University will pay as compensation to the Employee all costs associated with bringing his spouse or partner and dependent children to the event and its related activities in accordance with University travel regulations and, where relevant, NCAA and/or Pac-12 Conference regulations. Compensation paid by the University shall not exceed costs associated with bringing the Employee's spouse or partner and dependent children to the event, including but not limited to airfare, other travel costs such as rental car or bus fare, lodging, subsistence, and cost of admission to the game and related events. The 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.

3.2.8 Guest Travel for Away Games. Employee may elect to bring his spouse or partner to one away game selected by the Head Football Coach and approved by the Director of Athletics (the "spouse" trip) per year. The University will pay as compensation to the Employee all costs associated with transporting his spouse or partner to the event,

lodging for the event and its related activities, in accordance with University travel regulations and, where relevant, NCAA and/or Pac-12 Conference regulations. The 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.

3.2.9 Supplemental Compensation Camps and Clinics. The Employee may be permitted to receive supplemental compensation from institutional camps and/or clinics when authorized by the Athletic Director. The decision to allow the performance of such additional work and whether to pay said compensation will be made before the Employee renders the additional services, subject to University, Athletic Department, and NCAA policies.

3.2.10 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 activities must comply with the state ethics law and University policy.

3.3 Incentive Compensation. Each employment year during the term of this Agreement, in addition to the base salary and applicable additional compensation provided in Section 3.1, the University shall pay Employee any applicable incentive compensation as provided in Section 3.3. 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.

3.3.1 The University shall annually pay Employee the following incentive compensation:

Achievement	Amount of Incentive Payment
• WSU Top 40 ranking in FBS for "Total Defense" at the end of the regular season and before the beginning of post-season play, including conference championships, bowls or playoff games *(determined by NCAA FBS Football Statistics, published on NCAA.com)*	$25,000
• WSU Top 40 ranking in FBS for "Scoring Defense" at the end of the regular season and before the beginning of post-season play, including conference championships, bowls or playoff games *(determined by NCAA FBS Football Statistics, published on NCAA.com)*	$25,000

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 include, in addition to and as examples of its normally understood meaning in employment contracts, any of the following:

4.1.1 Deliberate and serious violations of the duties outlined in Section 1.2 of this Agreement or refusal or unwillingness to perform such duties in good faith and to the best of the Employee's abilities;

4.1.2 Deliberate and serious violations by the Employee of any of the other 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 misconduct by Employee, including but not limited to, an act of dishonesty, theft or misappropriation of University property, moral turpitude, insubordination, or act injuring, abusing, or endangering others, including physical, psychological, or sexual abuse, misconduct or violence, or repeated insubordination or a single act of insubordination of significant magnitude;

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 Football 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 may in the reasonable judgment of the University reflect adversely upon the University or its athletic program, including but not limited to any such violation which may result in the University being placed on probation by the Pac-12 Conference or the NCAA and including any such violation which may have occurred during prior employment of the Employee at another NCAA member institution;

4.1.5 Conduct of the Employee seriously prejudicial to the best interests of the University or its athletic program; or

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. If a summary suspension has been issued in accordance with paragraph 4.3.1, the Athletic Director must issue a decision regarding termination within five (5) calendar days of receipt of the Employee's response. If a summary suspension has not been ordered, the Athletic Director shall issue a 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.

4.3 Appeal of Termination for 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 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 of receiving the materials provided by the Athletic Director, 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 for compensation not paid during the pendency of the appeal.

4.3.1 Summary Suspension: Once the preliminary determination of intent to terminate for cause is made, the Athletic Director shall have the administrative authority to order suspension of the Employee from his duties and salary pending termination of this Agreement, provided that notice of any such suspension shall be delivered to the Employee in writing, detailing the reasons for such suspension. This notice may be contained in the same document as the written notice of termination. Summary suspension shall ordinarily be imposed only if the Athletic Director finds that the Employee has committee gross misconduct or poses an immediate threat to the safety of persons or property. The Employee may respond to the notice of summary suspension together with his response, if any, to the notice of termination.

The Employee shall not be entitled to receive any compensation under this Agreement during the summary suspension period.

4.3.2 University's Obligations Upon Termination for Cause: In the event this Agreement is terminated for just cause in accordance with the provisions of Sections 4.1 and 4.2 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 up to the date of termination for cause.

4.4 Termination by University Without 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 the Employee liquidated damages, in lieu of any and all other legal remedies or equitable relief.

4.4.1 Liquidated Damages Upon Termination By University Without Cause. The parties agree that actual damages resulting from termination without just cause would be difficult to calculate and that the payment of liquidated damages by University to Employee shall constitute sufficient and reasonable compensation to Employee for any loss, damages, or injury suffered by Employee resulting of termination without cause by University. The parties further agree that the payment of liquidated damages shall not be construed as a penalty. If the University terminates this Agreement without cause at any time prior to June 30, 2016, the University shall pay the Employee the remainder of the base salary due under the terms of this Agreement. The University's obligation shall be paid on a schedule mutually agreed to by both parties, provided, however, that if the parties cannot agree upon a schedule, payment will be made in a lump sum. The University shall not be liable for the loss of any fringe benefit described in section 3.2, or any intangible benefit associated with being a NCAA coach, or any athletically related income from any other source if the Employee is terminated without cause.

4.5 Termination By The Employee

4.5.1 Written Notice By The Employee. The Employee may terminate this Agreement during its term by giving the University fourteen (14) calendar days advance written notice of the termination.

5. Restriction on Competition

The Employee agrees and specifically promises that he will neither directly nor indirectly through an agent 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 Football 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, without first notifying the Athletic Director and obtaining permission from the Athletic Director to seek such described employment opportunities, such permission to not be unreasonably withheld.

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 cost of the mediation, if any, shall be shared equally by the parties unless otherwise agreed. The parties agree that mediation shall precede any action in a judicial tribunal.

Nothing in this contract 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 and agreements, oral or written, regarding the Employee's employment by the University, including University handbooks or manuals.

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. 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. The Employee further acknowledges that he has been provided an opportunity to seek the advice of legal counsel before entering into this agreement.

11. 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.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT.

WASHINGTON STATE UNIVERSITY

By: _____
William H. Moos
Director of Athletics

DATE: 2/3/15

By: _____
Elson S. Floyd
President

DATE: 2/12/15

Approved as to form:

_____
Attorney General's Office

DATE: 2/6/15

THE EMPLOYEE

By: _____
Alexander G. Grinch

DATE: 1/30/15