

**FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN
THE UNIVERSITY OF NORTHERN COLORADO AND KRISTEN MATTIO**

1. **Parties.** This Amendment is made and entered into between the Board of Trustees for the University of Northern Colorado (University), and Kristen Mattio (Mattio).
2. **Purpose of Amendment.** This Amendment shall constitute the First Amendment to the Employment Agreement (Agreement) between the University and Mattio. The purpose of this Amendment is to: a) update Agreement's base salary of one hundred thirty-five thousand dollars (\$135,000.00) per year to reflect Mattio's current base salary of one hundred fifty thousand seven hundred forty-nine dollars (\$150,749.00) per year; b) extend the term of the Agreement in various sections through April 30, 2029; c) revise incentives by replacing WNIT Tournament with WBIT Tournament; d) adding \$1,000 incentive for qualifying for the WNIT Tournament; and e) amend the Agreement to include University Governmental Immunity.

The original Agreement, dated July 1, 2021, required Mattio to serve as the University Head Basketball Coach for a total Agreement amount of one hundred thirty-five thousand dollars (\$135,000.00) per year, plus incentives, with an expiration date of April 30, 2026.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the Agreement, unless terminated at an earlier date pursuant to the provisions of the Agreement, this Amendment, or pursuant to federal or state statute or rule or regulation.

4. **Amendments.**

- A. Section 2 of the original Agreement is hereby amended to read as follows:

“This Agreement shall commence on the date the last required signature is affixed hereto and shall be in effect until April 30, 2029, unless otherwise terminated by the parties pursuant to the terms of this agreement. On or before April 30, 2027, University and Mattio will meet for non-binding discussions about the potential for a new employment agreement or an extension of the Agreement. On or before March 15, 2028, University will notify Mattio in writing whether it intends to enter negotiations with Mattio for a new or renewal employment agreement for her employment on and after May 1, 2029.”

- B. Section 3 of the original Agreement is hereby amended to read as follows:

“Mattio shall be paid an annual base salary of one hundred fifty thousand seven hundred forty-nine dollars (\$150,749.00) per year at the commencement of the Term of this Amendment, payable by the University in equal monthly installments on the same payroll dates as other University employees. Mattio will be eligible and considered for compensation adjustments to her annual base salary as consistent with and applicable to University's exempt employees.”

- C. Subsection ix of Section 5 of the original Agreement is hereby amended to read as follows:

“\$4,000 per win for advancement in the WBIT Tournament.”

\$1,000 for qualifying for the WNIT Tournament.”

- D. Section 9 of the original Agreement is hereby amended to read as follows:

University shall have the right to terminate this Agreement during the term of the Agreement "without cause" which is defined as any reason not constituting "cause" as defined in paragraph 8, above. If University terminates this Agreement "without cause" prior to January 31, 2026, University will continue to pay Mattio her annual base salary described in Paragraph 3, above, to and including June 30, 2026, less any salary or compensation Mattio receives as an employee of any collegiate or professional basketball coach or analyst position from the date of her termination "without cause" to and including June 30, 2026. If University terminates this Agreement "without cause" on or after January 31, 2026, Mattio will receive the lesser of the sum of five (5) months base salary or base salary through April 30, 2029, in lieu of such notice period, less any salary or compensation Mattio receives as an employee of any collegiate or professional basketball coach or analyst position from the date of her termination "without cause" to the end of the period of written notice of termination. In either instance, Mattio will be paid any Incentive Compensation pursuant to paragraph 5 above, that Mattio has earned prior to the date of notice of termination "without cause." Mattio will receive no further compensation if University terminates this Agreement "without cause" other than as described in this Paragraph 9.

- E. Section 10 of the original Agreement is hereby amended to read as follows:

Mattio shall have the right to terminate this Agreement for any reason upon seven (7) days written notice to University. If Mattia terminates this Agreement pursuant to this paragraph 10, she shall not thereafter receive any salary or benefits from the University after such written notice to University. If Mattio terminates this Agreement pursuant to this paragraph 10 because she intends to assume a position as a women's basketball coach at another college or university prior to June 30, 2026, she will be required to pay to University upon submission of such written termination notice to University the sum of her annual base salary from the effective date of her voluntary termination through June 30, 2026. If the sum of her annual base salary at the effective date of her voluntary termination is less than 5 months, Mattio will be required to pay the sum of five (5) months base salary. After June 30, 2026, if Mattio terminates this Agreement because she intends to assume a position as a women's basketball coach at another college or university, on, or subsequent to June 30, 2026, Mattio will be required to pay to University upon submission of such written termination notice to University the lesser of the sum of five (5) months base salary or base salary through April 30, 2029. Mattio shall not be obligated to make the payment to University described in the immediately preceding sentence if she terminates this Agreement under this paragraph 10 due to a substantial impairment of University's Women's Basketball Program resulting from

sanctions imposed by the NCAA or imposed by University based upon NCAA violations occurring prior to the commencement of Mattio's employment with University.

F. Section 22 is hereby added to the original Agreement to read as follows:

22. Governmental Immunity. Notwithstanding anything herein to the contrary, no term or condition of this Agreement will be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the "Colorado Governmental Immunity Act," CRS §§ 24-10-101, *et seq.*, as now or hereafter amended.

5. **Amended Responsibilities of Mattio.**

A. Responsibilities of Mattio have not changed.

6. **Amended Responsibilities of the University.**

A. Responsibilities of University have not changed.

7. **Special Provisions.**

A. **Same Terms and Conditions.** Except for items explicitly delineated in this Amendment, all terms and conditions of the original Agreement between the University and the Mattio, including but not limited to governmental immunity, remain unchanged and in full force and effect.

B. **Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute the same Amendment.

8. **General Provisions.**

A. **Entirety of Contract.** The original Agreement, consisting of six (6) pages; and this Amendment One, consisting of four (4) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

UNIVERSITY:

Acting by and on behalf of the Board of Trustees
for the University of Northern Colorado

Dale Pratt, CFO and Vice President for Finance & Administration

Date

MATTIO:

KRISTEN MATTIO

Kristen Mattio

Date

Recommended for Approval by the University

Darren Dunn
Director of Athletics
University of Northern Colorado

Date