

UNIVERSITY OF  
NORTHERN COLORADO

**BOARD OF TRUSTEES AGENDA ITEM**

Meeting Date: November 12, 2021

Action Item     Discussion Item     Information Item

**Name of Item:**

**Head Women's Basketball Coach Employment Agreement**

Responsible Staff Member: Dan Satriana

**Summary of Issue:** Recommended approval of multi-year employment agreement for Head Women's Basketball Coach Kristen Mattio.

Recommended Action by BOT:     Approval     No Action Needed

Change to Board Policy Manual:     Approval     No Action Needed

If yes, Section:

**Administrative Recommendation (Motion):** Approve

  
Signature of Vice President

11/5/2021  
Date

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Date

**UNIVERSITY OF NORTHERN COLORADO**  
**DEPARTMENT OF ATHLETICS**  
**EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into this 1st day of July, 2021, by and between the Board of Trustees for the UNIVERSITY OF NORTHERN COLORADO (“University”) and Kristen Mattio (“Mattio”).

WHEREAS, University desires to employ Mattio as its Head Women’s Basketball Coach; and

WHEREAS, Mattio is qualified and available for employment in this position.

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

1. **EMPLOYMENT.** University hereby employs Mattio as Head Women’s Basketball Coach to perform all duties as assigned by the President and the Director of Athletics of University, including the coaching and supervision of University’s intercollegiate women’s basketball team.

2. **TERM.** This Agreement shall commence on the date first written above and shall be in effect until April 30, 2026, unless otherwise terminated by the parties pursuant to the terms of this agreement. On or before April 30, 2024, 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, 2025, University will notify Mattio in writing whether it intends to enter into negotiations with Mattio for a new or renewal employment agreement for her employment on and after May 1, 2026.

3. **SALARY.** Mattio shall be paid an annual base salary of \$135,000.00 per year at the commencement of the Term of this Agreement, 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.

4. **BENEFITS.** Mattio shall be eligible to participate in or receive benefits under any exempt employee benefit plan made available to other University exempt employees, including participation in retirement and health plans. Mattio shall not be entitled to tenure, accrued sick or vacation leave, or access to University’s grievance procedures in the event of termination pursuant to this Agreement. In addition, contingent upon availability, and pursuant to applicable University policies and guidelines, University shall provide a courtesy car and cell phone to Mattio.

5. **INCENTIVE COMPENSATION.** For each full intercollegiate women’s basketball season ending in calendar 2022, 2023, 2024, 2025 and 2026, and provided that (a) Mattio achieves one or more of the goals described in sub-paragraphs (i) through (viii), below, (b) Mattio remains employed in the position of Head Women’s Basketball Coach under the terms of the Agreement for each full intercollegiate women’s basketball season to which such goals apply, and (c) this Agreement is not terminated pursuant to Paragraph 8, below, prior to the date on which payment for such Incentive Compensation is due and payable to Mattio, (d)

University's women's basketball student-athlete annual academic performance is at or above 930 (multi-year) of the NCAA Academic Performance Rate ("APR"), and (e) donor funds directly related to the incentive described below are received by the University of Northern Colorado Foundation, Mattio shall receive annual incentive compensation for each full intercollegiate women's basketball season during the Term of this Agreement as follows:

- i. \$10,000 for women's basketball student-athletes' annual academic performance at or above 940 of the NCAA APR;
- ii. \$10,000 for women's basketball student-athletes' grade point average ("GPA") at or above 3.00 total for the Fall and Spring academic semesters;
- iii. \$5,000 for women's basketball finishing in the top three (3) in the Big Sky Conference regular season and/or achieving 20 wins;
- iv. \$5,000 for one or more women's basketball student-athletes' receipt of a Big Sky Conference regular or post-season accolade/award, including honorable mention;
- v. \$5,000 for winning or sharing the Big Sky Conference regular season women's basketball conference title;
- vi. \$5,000 for winning the Big Sky Conference Women's Basketball Tournament;
- vii. \$5,000 per win for advancing in the NCAA Division 1 Tournament until the Final Four;
- viii. \$20,000 for an appearance in the Final Four; and
- ix. \$4,000 per win for advancement in the WNIT Tournament.

The amounts of Incentive compensation earned under subparagraphs i-ix of this paragraph 5 shall be due and payable in a lump sum (less applicable Federal, State and local taxes) within 60 days after the conclusion of each full intercollegiate women's basketball season ending in calendar 2022, 2023, 2024, 2025 and 2026 to which such goals apply or when all information required to calculate such incentives are received, whichever occurs later.

**6. ASSISTANT COACHES/ADDITIONAL INCENTIVES AND OPERATING EXPENSES.** Subject to prior approval of University and its Director of Athletics, Mattio, pursuant to institutional hiring practices and procedures shall have the right to select three (3) Assistant Women's Basketball Coaches and a director of basketball operations to assist in administering and executing University's intercollegiate women's basketball program. These assistant coaches and director of basketball operations shall be employed by University at a salary pool of at least \$169,500 (beginning on July 1, 2021 and subject to compensation adjustments as applicable to University's exempt employees). Mattio shall be responsible for the performance of each Assistant Coach and may recommend to the Director of Athletics the discharge or release of any such person subject to terms of his/her contract with University. In addition, for each season during the term of this Agreement, any revenue received by University specifically for intercollegiate women's basketball game guarantees in excess of five thousand and 00/100 dollars (\$5,000) shall be utilized for expenses incurred by University for incentive compensation for head women's basketball coach incentives, women's basketball assistant coach incentives, women's basketball student-athlete recruitment, and/or women's basketball operating expenses.

**7. RESPONSIBLE TREATMENT OF STUDENT-ATHLETES.** Mattio shall at all times in the performance of her duties and responsibilities under this Agreement engage in conduct that encourages and supports student-athletes' health, wellness and overall well-being including but not limited to their academic activities, achievements and emphasizes academic excellence and each student-athlete's completion of his/her undergraduate degree program.

8. **TERMINATION FOR CAUSE.** University shall have the right to terminate this Agreement during the term of the Agreement for cause. For the purposes of this Agreement, “cause” is defined as:

- a. Determination by University, the NCAA and/or the Big Sky Conference that Mattio has committed a major infraction(s) of the constitution, by-laws, and/or rules, regulations or policies of University, the NCAA and/or Big Sky Conference;
- b. Determination by University, the NCAA and/or the Big Sky Conference that any Assistant Coach or director of basketball operations of the women’s basketball program has committed a major infraction(s) of the constitution, by-laws and/or rules, regulations or policies of University, the NCAA and/or Big Sky Conference;
- c. Any conduct by Mattio that results in her conviction of, or plea of guilty or nolo contendere to, a violation of any Federal, State or local criminal statute;
- d. Betting of money or anything of value on the outcome or score of any athletic contest involving a team or athlete representing University; or
- e. Mattio’s unwillingness to perform the duties of Head Women’s Basketball Coach as specified in writing by the Director of Athletics of University.

In the event University terminates Mattio’s employment under this Agreement for “cause,” she shall not be entitled to any salary or benefits from the University after the effective date of termination.

9. **TERMINATION WITHOUT CAUSE.** 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, 2024, University will continue to pay Mattio her annual base salary described in Paragraph 3, above, to and including June 30, 2024, 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, 2024. If University terminates this Agreement “without cause” on or after January 31, 2024, Mattio will receive the lesser of the sum of five (5) months base salary or base salary through April 30, 2026 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.

10. **VOLUNTARY TERMINATION.** Mattio shall have the right to terminate this Agreement for any reason upon seven (7) days written notice to University. If Mattio 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, 2024, 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, 2024. 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, 2024, 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, 2024, 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, 2026. 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.

11. **NCAA RULES COMPLIANCE.** As an employee of University, which is a NCAA member institution, Mattio is subject to all applicable rules and regulations set forth by the NCAA and acknowledges the obligation to uphold a standard of rules compliance, specifically NCAA Bylaw, Article 10 Ethical Conduct. Failure to comply with such regulations may result in disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. Further, Mattio shall not engage in any conduct, or condone any conduct (by a member of the Athletic Team's coaching staff or any person under Mattio's supervision and direction, including a student-athlete), whether or not related to the performance of duties under this Agreement, that constitutes: (a) a Level I or Level II violation or repetitive Level III violations of NCAA rules, bylaws, or regulations, as defined by the NCAA; (b) a violation of UNC policies, rules and regulations including but not limited to UNC's Board Policy Manual and University Regulations; (c) a violation of applicable Big Sky Conference rules, legislation or regulations; or (d) a violation of federal, state or local laws or regulations. For purposes of this paragraph "condone" shall mean: (i) Mattio's actual knowledge of and complicity in a violation by a member of the Athletic Team's coaching staff or any person under Mattio's supervision and direction, including a student-athlete; or (ii) Mattio's failure to report a known violation by a member of the Team's coaching staff or any person under Mattio's supervision and direction, including a student-athlete, to the Director of Athletics within a reasonable period of time after Mattio knew or should have known of the violation.

12. **OUTSIDE EMPLOYMENT.** In her capacity as Head Women's Basketball Coach, Mattio will be permitted to use the Butler-Hancock Athletic Center and the Campus Recreation Center for up to four (4) weeks for women's basketball-related camps each summer, provided that notice by Mattio of a firm commitment to hold such basketball camp(s) and the dates upon which such camp(s) are to be held are received by, and coordinated with, the Director of Athletics and University Conference Services a reasonable time prior to the commencement of such camp(s). Mattio shall pay University for the use of University facilities and services attendant to any such camp(s) prior to the commencement of such camp(s) in an amount agreed upon by Mattio and University. In the conduct of such camp(s), Mattio shall follow all University rules and regulations, including but not limited to those of Conference Services and the Athletic Department, as well as all NCAA rules, regulations and policies for summer women's basketball camps.

Mattio shall devote such time, attention, and efforts as necessary to fulfill the duties under and pursuant to this Agreement and shall not become associated directly with any other business or in any other employment without first obtaining the prior written consent from the Director of Athletics which consent will not be unreasonably withheld. For purposes of this Agreement, Mattio's participation in speaking engagements and personal appearances, coaches' clinics, football camps, radio and TV appearances, and athletic shoe/apparel and equipment endorsement

contracts shall be considered outside employment. Any agreement for outside employment of Mattio shall be provided by Mattio to the Director of Athletics within a reasonable time prior to the engagement to allow for review and approval.

13. **FUND RAISING AND PUBLIC APPEARANCES.** It is expected that Mattio, as part of her duties under this Agreement, shall engage in fundraising activities for University's women's basketball program. All such fundraising activities shall be with the prior consent and approval of the Director of Athletics. Mattio will also be expected to make public appearances at both on and off campus events as required by the Director of Athletics.

14. **SCHEDULING.** Mattio shall have responsibility for developing University's annual women's basketball schedule, consistent with the philosophy of University and with game guarantees sufficient to fund incentive compensation for Mattio, her assistant coaches and director of basketball operations as described in Paragraphs 5 and 6, above, and subject to the approval of the Director of Athletics.

15. **NOTICES.** Each party shall give the other written notice of all matters necessary to effectuate the provisions of this Agreement at the addresses listed below for Mattio and for the Director of Athletics at University of Northern Colorado, 208 Butler Hancock Athletic Center, Greeley, CO 80639. Each party is responsible for providing prompt written notice of any change of address.

16. **AMENDMENTS TO AGREEMENT.** No amendments to this Agreement shall be effective unless in writing and executed by Mattio and University.

17. **APPLICABLE LAW.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Colorado.

18. **EMPLOYMENT POLICIES.** Except as specifically excepted above, this Agreement and Mattio's employment thereunder shall be governed by University's applicable policies, rules and regulations including but not limited to University's Board Policy Manual and University Regulations, and the applicable statutes, regulations and policies of the State of Colorado.

19. **INTEGRATED DOCUMENT.** This Agreement is intended by the parties as a final and binding expression of their agreement regarding Mattio's employment with University. This Agreement supersedes and revokes all prior negotiations, representations and agreements, whether oral or written, relating to the subject matter hereof. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any remaining provisions.

20. **FUND AVAILABILITY AND BOARD OF TRUSTEES APPROVAL.** Financial obligations of the University, as an entity of the State of Colorado, after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available. The parties understand and agree that this Agreement is subject to approval by the University Board of Trustees and is not valid until so approved.

21. **COUNTERPARTS.** This Agreement may be executed in counterparts all of which taken together constitute the fully executed Agreement.

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATE(S) INDICATED BELOW.**

\_\_\_\_\_  
Kristen Mattio                                  Date  
Head Women's Basketball Coach  
Butler Hancock Athletic Center  
Campus Box 117  
Greeley, CO 80639

Recommended for execution by the University:

\_\_\_\_\_  
Darren Dunn                                  Date  
Director of Athletics  
University of Northern Colorado

STATE OF COLORADO  
Jared Polis, Governor  
Acting by and on behalf of the Board of Trustees  
for the University of Northern Colorado

By: \_\_\_\_\_  
Michelle F. Quinn, CFO and                          Date  
Senior Vice President for Finance and Administration