


It is recommended that the Board of Trustees approve the first amendment to the multiyear contract for Coach Mattio because, pursuant to Section 24-19-104(1.5)(a)(I), C.R.S., the Board finds that this "contract is necessary for the hiring or retaining of the employee in light of prevailing market conditions and competitive employment practices."

Pursuant to Section 24-19-104(1.5)(a)(I), C.R.S., each institution of higher education may not have more than six government-supported employee contracts having a duration of more than five (5) years in length. The Agreement includes a term stating that the university may terminate the Agreement without penalty if sufficient funds are not appropriated, as is required by

necessary in order

to hire or retain the employee in light of prevailing market conditions and competitive employment practices.

			12/06/2024
Responsible Staff	Date	President	Date
Board Action	Date		

**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 thirty-five thousand

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

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 Governmental Immunity Act, CRS §§ 24-10-101, *et seq.*

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