

**BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 23, 2006**

TAB	DESCRIPTION	ACTION
1	NATIONAL COLLEGIATE ATHLETIC ASSOCIATION (NCAA) Academic Progress Rate	Information item
2	BOISE STATE UNIVERSITY Item Pulled	
3	UNIVERSITY OF IDAHO Men's Head Football Coach Contract	Motion to approve
4	UNIVERSITY OF IDAHO Separation Agreement – Item #1	Motion to approve
5	UNIVERSITY OF IDAHO Separation Agreement – Item #2	Motion to approve

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INSTITUTION / AGENCY AGENDA

SUBJECT

National College Athletic Association (NCAA) Academic Progress Rate (APR).

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.1.

DISCUSSION

Staff is providing a background discussion of the APR for Board member review because head varsity coach contracts have begun to include the APR as part of incentives to be earned within overall compensation packages. The APR only applies to NCAA Division I members and, therefore, only applies to the three 4-year universities in Idaho. The source of the information provided within this agenda item is an article by Gary T. Brown in The NCAA News titled "APR 101" dated February 14, 2005. According to the NCAA, the information contained in the article and provided below is still current. Attached to this agenda item is an article by Erik Christianson, "NCAA Releases Academic Progress Rate Scores for All Division I Institutions", from the Chronicle of Higher Education, dated February 28, 2005 which provides further information and analysis for specific sports.

Member colleges and universities of the NCAA adopted a new academic measurement for varsity sports teams, known as the Academic Progress Rate (APR). The APR was developed as a more contemporaneous appraisal of student-athletes' academic performance than the six-year graduation-rate calculation provides. The APR awards two points each semester to student-athletes who meet academic-eligibility standards and who remain with the institution. A team's APR is the total points earned by the team at a given time divided by the total points possible and multiplied by 1,000. While APR scores in and of themselves will, over time, become meaningful numbers, at present, they do not have significant context. For purpose of discussion, APR scores have been translated to graduation rates. A score of 925 translates to about a 50 percent graduation rate.

In January 2005, the NCAA Division I Board of Directors adopted a threshold of 925 in the APR under which teams will be subject to various penalties known as 'contemporaneous penalties'. These penalties are the most immediate penalties in the academic-reform system, and they occur when a team under an APR score of 925 loses a student-athlete who would not have been academically eligible had he or she returned (an "0-for-2" player). A contemporaneous penalty means that teams cannot re-award that specific grant-in-aid to another player. A contemporaneous penalty is not automatically applied when teams fall below the APR threshold; it is applied only when teams below that line do not retain an academically ineligible player.

INSTITUTION / AGENCY AGENDA – continued

An “0-for-2” player is one who is neither academically eligible nor remains with the institution. An 0-for-2 player might be one who transfers, leaves the institution for personal reasons or leaves to turn pro and would not have been academically eligible had he or she returned. These are the types of situations the academic-reform structure is most meant to address since they are the most damaging to a team's APR. While teams cannot always control the reasons student-athletes leave, the contemporaneous penalty holds them accountable for at least making sure student-athletes are academically eligible during their college tenures.

The NCAA Board of Directors approved a limit on the number of contemporaneous penalties that apply to a team in a given year to about 10 percent of the team's financial aid. That includes rounding up to the next whole number for headcount sports. For example, in the headcount sport of Division I-A football, a team with an APR below 925 would be subject to a penalty of up to 10 percent of the maximum 85 scholarships, rounded up to the next whole number (in this case, a maximum penalty of nine scholarships).

The money from lost scholarships stays with the institution. It may be used for another sport as long as that sport is not subject to penalties and has not exceeded its maximum team limit. The institution also may spend the money for other areas on campus, such as academic services or operations.

In addition to the contemporaneous penalties, historically-based penalties will also be assessed for teams that the APR identifies as "chronic" under-performers. The NCAA's Committee on Academic Performance will finalize details of the penalty structure over the next year. The penalties will begin with a warning once teams fall below a to-be-identified APR threshold, and progressing to recruiting/financial aid restrictions, postseason bans and restricted membership status upon subsequent occasions.

The first contemporaneous penalties will be based on APR scores from 2003-04 and 2004-05, and student-athlete departures in 2004-05. Institutions received 2003-04 APR reports in mid-February that included current APR scores by team and the overall rate for the college or university. The reports also indicated what contemporaneous penalties would have been applied had the sanctions been in effect this year. These reports are not made public because of the federal student privacy laws. Contemporaneous penalties take effect in 2005-06 and scholarship restrictions will apply in 2005-06 or 2006-07, depending on scholarship commitments previously made by institutions.

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The APR eventually will be comprised of four years of APR data. The APR score initially used to implement contemporaneous penalties in fall 2005 will be based on two years of APR data (i.e., 2003-04 and 2004-05). Beginning in fall 2007, the APR will be based on four years of data (i.e., 2003-04, 2004-05, 2005-06 and 2006-07). Every year thereafter, the most current year's data will be added and the oldest year of data will be removed, creating a four-year rolling rate.

IMPACT

50 percent of all Division I institutions have at least one team that falls below the new mark and could lose at least one scholarship in 2005-06. Most of those teams are concentrated in football, baseball and men's basketball.

As part of the February Board agenda, Boise State University has included as part of its head football coach contract an item for Academic Incentive Pay worth \$20,000, or 4% of the total salary, if the annual football team APR rating is 975 or higher.

The University of Idaho had included its head football coach's contract before being pulled and included an item for academic achievement and behavior worth \$5,000, or 2% of the total salary, at the sole discretion of the President based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. The NCAA APR is not used as a criteria for meeting the additional compensation for academic achievement.

The supplemental compensation provision in the Board-approved model contract reads as follows:

3.3 Supplemental Compensation. Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages, difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University

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(College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of (Regents or Trustees) as a document available to the public under the Idaho Public Records Act.

STAFF AND COMMENTS AND RECOMMENDATIONS

This discussion has been provided because of the increased attention that academic progress among NCAA varsity sports teams is receiving. While certainly a cursory view of the subject, the information is important from the point of view of a developing trend. The Board's Athletic Committee may wish to open a dialogue with Presidents and athletic directors on this subject.

Staff suggests the Athletic Committee begin to review in greater depth the NCAA APR and its impact upon the varsity athletic teams at the three universities governed by the NCAA. The Athletic Committee's review and discussion might include requiring that some level of Base compensation be automatically tied to the APR instead of having the APR component as an 'add-on' incentive.

As part of ongoing discussions with athletic departments relating to regular reports, the athletic Committee should consider adding the NCAA APR to regular reports received by the Board.

BOARD ACTION

This item is for informational purposes only. Any action will be at the Board's discretion.

REFERENCE – APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection: H. Policies Regarding Coaching Personnel and Athletic Directors April 2002

H. Policies Regarding Coaching Personnel and Athletic Directors (Institution Employees Only)

1. Agreements Longer Than One Year

The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of more than one (1) year, but not more than five (5) years, subject to approval by the Board as to the terms, conditions, and compensation thereunder, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. Each contract for the services shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law.

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INSTITUTION / AGENCY AGENDA
BOISE STATE UNIVERSITY

SUBJECT

ITEM PULLED. DEFFERED TO APRIL, 2006 BOARD MEETING

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INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

A request by the University of Idaho for approval of a new head football coach.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures Section II.H.1.

DISCUSSION

The University of Idaho requests approval for the appointment of the head football coach.

IMPACT

Once approved, the changes can be processed on the State Employee Information System.

STAFF COMMENTS AND RECOMMENDATIONS

Staff has reviewed this request for conformance with Board policy and recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho to approve a contract to appoint Dennis Erickson the new head football coach.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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**INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO - continued**

HEAD COACH OR ATHLETIC DIRECTOR EMPLOYMENT AGREEMENT

Dennis Erickson,	Head Football Coach (Attachment 1)
FTE	1.0 (2080 hours/year)
Term of Appointment	12 months
Effective	February 8, 2006
Annual Salary	\$144,643.20
Funding Source	Appropriate Funds
Area/Department of Assignment	Athletics
Additional Compensation	Standard UI and Athletics Department fringe benefits; 1/13 of salary if championship and bowl eligibility is achieved; 1/13 of salary if ranked in the top 25 of poll; \$5,000 based on academic achievement and behavior of team; \$70,000 per year for media and public appearance
Justification	New appointment

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University) and Dennis Erickson (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment commencing on February 8, 2006, and terminating, without further notice to Coach, on February 7, 2011, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

3.1.1 In consideration of Coach's services and satisfactory performance of this Agreement, the University shall provide to Coach:

- a) An annual salary of \$144,643.20 per year, payable in

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biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide change in employee compensation adjustments approved by the Director and President;

- b) Such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) Such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a bowl game pursuant to NCAA Division I guidelines, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship and bowl eligibility are achieved. Coach's right to receive such payment will vest upon the occurrence of the events described above in this paragraph; however such payment will be made on the following July 1. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in the final ESPN/USA Today coaches poll of Division IA football teams, the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the date of the final poll. Coach's right to receive such payment will vest upon the occurrence of the event described above in this paragraph; however such payment will be made on the following July 1. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$5,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation will be made within thirty (30) days of the last day of the fall semester and shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed

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justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 The Coach shall receive the sum of \$70,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season football game, and one-half shall be paid no later than two weeks after the last regular season football game or bowl game, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, provided Coach has fully participated in media programs and public appearances through that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.3; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; and (3) Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.5 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Adidas, or give a lecture at an event sponsored in whole or in part by Adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain

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the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head football coach. In order to avoid entering into an agreement with a competitor of Adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names

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or titles of employees whom Coach supervises are attached as **Exhibit A**. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the football conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of Regents.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Director or the Director's designee.

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such

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approval shall not unreasonably be withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in the applicable policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA.

5.1.1 In addition to the definitions contained in applicable policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one

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of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

5.1.2 Suspension or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective. Coach may, within fifteen (15) calendar days of receiving such notice, request review of the decision in writing directed to the University President. However, such request for review shall not stay the effectiveness of the action, and review by the President is at the President's sole discretion.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures.

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until

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Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.2.3 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that his promise to work for University for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the contract term.

5.3.2 The Coach, for his own convenience, may terminate this Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before February 7, 2007, the sum of \$150,000.00; (b) if the Agreement is terminated between February 8, 2007 and February 7, 2008 inclusive, the sum of \$125,000.00; (c) if the Agreement is terminated between February 8, 2008 and February 7, 2009 inclusive, the sum of \$100,000.00; (d) if the Agreement is terminated between February 8, 2009 and February 7, 2010 inclusive, the sum of \$50,000; (e) if the Agreement is terminated between February 8, 2010 and February 7, 2011 inclusive, the sum of \$50,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the

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acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that the Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.5 Interference by Coach. In the event of termination or suspension, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6 No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension of Coach, regardless of the circumstances.

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby

BUSINESS AFFAIRS AND HUMAN RESOURCES
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releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board of Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University's Board of Regents and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Regents, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Regents and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any

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representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that he has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

COACH

Tim White, President

Date

Dennis Erickson

Date

Approved by the Board of Regents on the ____th day of _____, 2006.

DENNIS ERICKSON, HEAD FOOTBALL COACH - MULTI-YEAR CONTRACT			
1	MODEL CONTRACT SECTION	UI CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION
2	3.1 Regular Compensation	1(a) Regular Compensation; language modified	Language makes the coach eligible for University-wide changes in employee compensation.
3	3.2 Supplemental Compensation	3.2.4 Supplemental Compensation; language modified	Language includes supplemental compensation from designated media outlets contingent upon 1) academic achievement and behavior of the team, 2) appropriate behavior and supervision of the assistant coaches, 3) compliance with University financial stewardship policies.
4	3.2 Supplemental Compensation	3.2.5 Supplemental Compensation; language deleted	Language omits reference to operate youth football camp.
5	5.3 Termination of Coach	5.3 Termination by Coach for Convenience	Language includes reimbursement to the University if agreement is terminated on or before February 7, 2007, the sum of \$150,000; between February 8, 2007-February 7, 2008, the sum of \$125,000; between February 8, 2008-February 7, 2009, the sum of \$100,000; between February 8, 2009-February 7, 2010, the sum of \$50,000.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
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INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

A request by the University of Idaho (UI) for approval to proceed with employee separation agreement – Item #1.

APPLICABLE STATUTE, RULE, OR POLICY

Items submitted for review and approval according to Board Policy Sections II. F.1.b.4 and V.I.7.

DISCUSSION

Pursuant to Idaho Code Section 67-2345 (1)(b) this item will be discussed in Executive Session.

IMPACT

N/A

STAFF COMMENTS AND RECOMMENDATIONS

Staff has reviewed the proposed agreement and has no comment or recommendation.

BOARD ACTION

Staff can assist the Board in drafting an appropriate motion.

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY - continued

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection F. Policies Regarding Nonclassified Employees

April 2002

F. Policies Regarding Nonclassified Employees

1. Employment Terms

b. Employment Contracts

(4) No contract of employment with such an employee may exceed one (1) year without the prior express approval of the Board. Employment beyond the contract period may not be legally presumed. Renewal of an employment contract is subject solely to the discretion of the chief executive officer of the institution or school, and, where applicable, of the Board.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: I. Real and Personal Property and Services

April 2002

Subsection I: Real and Personal Property and Services

7. Litigation

The chief executive officer may negotiate settlement regarding litigation matters, or any claims made that may result in litigation, for up to \$25,000. All such settlements must be reported to the Board in executive session at the next regularly scheduled meeting.

BUSINESS AFFAIRS AND HUMAN RESOURCES
FEBRUARY 23, 2006

INSTITUTION / AGENCY AGENDA
UNIVERSITY OF IDAHO

SUBJECT

A request by the University of Idaho (UI) for approval to proceed with employee separation agreement – Item #2.

APPLICABLE STATUTE, RULE, OR POLICY

Items submitted for review and approval according to Board Policy Sections II. F.1.b.4 and V.I.7.

DISCUSSION

Pursuant to Idaho Code Section 67-2345 (1)(b) this item will be discussed in Executive Session.

IMPACT

N/A

STAFF COMMENTS AND RECOMMENDATIONS

Staff has reviewed the proposed agreement and has no comment or recommendation.

BOARD ACTION

Staff can assist the Board in drafting an appropriate motion.

REFERENCE - APPLICABLE STATUTE, RULE, OR POLICY - continued

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES

Subsection F. Policies Regarding Nonclassified Employees

April 2002

F. Policies Regarding Nonclassified Employees

1. Employment Terms

b. Employment Contracts

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Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: I. Real and Personal Property and Services

April 2002

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