

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>BOISE STATE UNIVERSITY</b> Head Football Coach	Motion to approve
<b>2</b>	<b>IDAHO STATE UNIVERSITY</b> Head Football Coach	Motion to approve
<b>3</b>	<b>UNIVERSITY OF IDAHO</b> Head Football Coach	Motion to approve
<b>4</b>	<b>UNIVERSITY OF IDAHO</b> New Positions - University Advancement	Motion to approve
<b>5</b>	<b>IDAHO SCHOOL FOR THE DEAF AND THE BLIND</b> Executive Appointment	Motion to approve

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**BOISE STATE UNIVERSITY**

**\*\*\* REVISED \*\*\***

**SUBJECT**

Boise State University (BSU) requests approval of the new employment contract and addendum for head football coach, Chris Petersen.

**APPLICABLE STATUTE, RULE OR POLICY**

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

**DISCUSSION**

In January 2007, the University began negotiating a renewal of the contract with Chris Petersen, contingent upon Board approval. Attachment 1, the employment contract, contains the duties, responsibilities and conditions of employment. Addendum No. 1 (Attachment II) contains additional terms and compensation.

**IMPACT**

The term for both the Employment Contract and the Addendum is five years commencing February 1, 2007 and terminating on January 31, 2012. The base salary for 2007 is \$150,000. There is additional compensation from media and public appearances (non-state funds) for this same time period in the amount of \$750,000, resulting in a Total Salary for 2007 of \$900,000. The Total Salary outlined above may be paid to the Coach by the University or by radio or television stations that own the rights to University broadcasts, or by other third party sources, or by any combination of the University, radio station, television station and other sources.

There are additional incentives and expectations, as well as liquidated damages and deferred compensation, as detailed in the attached proposed contract addendum below.

**ATTACHMENTS**

Attachment 1 – Employment Contract	Page 3
Attachment 2 – Employment Contract-Redline version	Page 15
Attachment 3 – Addendum #1	Page 27
Attachment 4 – Addendum #1-Redline version	Page 31
Attachment 5 – Contract Comparison Matrix	Page 35

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA  
BOISE STATE UNIVERSITY - continued**

**\* \* \* REVISED \* \* \***

**STAFF AND COMMENTS AND RECOMMENDATIONS**

The contract includes an incentive payment of \$20,000 if the football team achieves a certain Academic Progress Rate (APR) level. As reported by the National Collegiate Athletic Association (NCAA), the most recent official multi-year rate for the BSU football team is 948. The NCAA Division I-A average for the same two academic years is 930. The threshold for an incentive payment to the employee is a team APR of 955.

The contract includes liquidated damages of \$750,000 if the coach voluntarily leaves before the end of the 2009 season; \$550,000 between the end of the 2009 season until the end of the 2010 season, and no payment after the end of the 2010 season. The liquidated damages shall be due and payable within ten (10) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate twelve (12) percent per annum until paid.

Staff recommends approval of the contract.

**BOARD ACTION - REVISED**

A motion to approve an employment agreement between Boise State University and Chris Peterson as the Head Football Coach, at a regular compensation amount of \$150,000, plus supplemental media compensation in the amount of \$700,000, for a total of \$850,000. Additional supplemental compensation amounts, if earned, will be provided as noted in the contract.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes\_\_\_\_\_ No\_\_\_\_\_

## EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (University) and Chris Petersen (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 (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. Coach shall, to the best of his ability and consistent with University policies, perform all duties and responsibilities customarily associated with a Division I-A head football coach.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five ( 5 ) years, commencing on February 1, 2007 and terminating, without further notice to Coach, on January 31, 2012 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 Trustees. 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) A salary as set forth in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive 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.** As set forth in the attached Addendum.

3.2.1 Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.2 The Coach may receive the compensation hereunder 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). 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 which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.3 **SUMMER CAMP—OPERATED BY UNIVERSITY.** Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach supplemental compensation during each year of his employment as head football coach at the University.

3.2.4 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. In order to avoid entering into an agreement with a competitor of any University selected vendors, 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, 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 and paid from the University to Coach, 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 or titles of employees whom Coach supervises are attached as Exhibit C. 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 Policy 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 Trustees.

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.

4.7 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 set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

## **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; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and policies, 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 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 by ordinary supervision of the violation and could have prevented it by such 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, reassignment, 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.

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. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

**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 "total salary" set forth in section 3.1.1 (and the attached Addendum), 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 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, or had the opportunity to consult with, 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 written notice is given to the University. Such termination must occur at a time outside the football playing season (including bowl game season) so as to minimize the impact on the program.

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 and pursues employment in football, coaching or any capacity in sports 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 before the final game of the 2009 football season (including a bowl game), the sum of \$750,000.00; (b) if the Agreement is terminated after the final game of the 2009 football season (including a bowl game) but before the final game of the 2010 football season (including a bowl game), the sum of \$550,000.00. The liquidated damages shall be due and payable within ten (10) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate twelve (12) percent per annum until paid.

5.3.4 The parties have both been represented by, or had the opportunity to consult with, 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 and lose the benefit of its investment in the 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 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.

5.3.5 Except as provide 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 hereunder.

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.

5.7 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 or reassignment of Coach, regardless of the circumstances.

5.8 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 or reassigns 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 releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies or 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 Trustees 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 Trustees, 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 Trustees and University's rules or policies regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the football 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 supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                      Director of Athletics  
   1910 University Drive  
   Boise, Idaho 83725-1020

with a copy to:                      President  
   1910 University Drive  
   Boise, Idaho 83725-1000

the Coach:                              Chris Petersen  
   Last known address on file with  
   University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal 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 Trustees.

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

\_\_\_\_\_  
Robert Kustra, President      Date

\_\_\_\_\_  
Chris Petersen                      Date

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2007.



## EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (University) and Chris Petersen (Coach).

### ARTICLE 1

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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. Coach shall, to the best of his ability and consistent with University policies, perform all duties and responsibilities customarily associated with a Division I-A head football coach.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five ( 5 ) years, commencing on ~~January 1, 2006~~February 1, 2007 and terminating, without further notice to Coach, on ~~December 31, 2010~~January 31, 2012 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 Trustees. 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.**

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- c) The opportunity to receive 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.** As set forth in the attached Addendum.

3.2.1 Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

3.2.2 The Coach may receive the compensation hereunder 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). 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 which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.3 **SUMMER CAMP—OPERATED BY UNIVERSITY.** Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach supplemental compensation during each year of his employment as head football coach at the University.

3.2.4 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. In order to avoid entering into an agreement with a competitor of any University selected vendors, 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, 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 and paid from the University to Coach, 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 or titles of employees whom Coach supervises are attached as Exhibit C. 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 Policy 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 Trustees.

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.

4.7 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 set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

## 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; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and policies, 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 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 by ordinary supervision of the violation and could have prevented it by such 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, reassignment, 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.

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. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

**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 "total salary" set forth in section 3.1.1 (and the attached Addendum), 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 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, or had the opportunity to consult with, 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 written notice is given to the University. Such termination must occur at a time outside the football playing season (including bowl game season) so as to minimize the impact on the program.

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 and pursues employment in football, coaching or any capacity in sports 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 before the final game of the 2007~~9~~<sup>9</sup> football season (including a bowl game), the sum of \$750,000.00; (b) if the Agreement is terminated after the final game of the 2008~~9~~<sup>9</sup> football season (including a bowl game) but before the final game of the 2009~~9~~<sup>10</sup> football season (including a bowl game), the sum of \$550,000.00. The liquidated damages shall be due and payable within ten (10) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate twelve (12) percent per annum until paid.

5.3.4 The parties have both been represented by, or had the opportunity to consult with, 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 and lose the benefit of its investment in the 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 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.

5.3.5 Except as provide 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 hereunder.

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.

5.7 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 or reassignment of Coach, regardless of the circumstances.

5.8 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 or reassigns 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 releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies or 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 Trustees 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 Trustees, 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 Trustees and University's rules or policies regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the football 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 supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Non-Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                      Director of Athletics  
   1910 University Drive  
   Boise, Idaho 83725-1020

with a copy to:                      President  
   1910 University Drive  
   Boise, Idaho 83725-1000

the Coach:                              Chris Petersen  
   Last known address on file with  
   University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal 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 Trustees.

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

\_\_\_\_\_  
Robert Kustra, President      Date

\_\_\_\_\_  
Chris Petersen      Date

Approved by the Board on the \_\_\_\_ day of \_\_\_\_\_, 2006~~6~~<sup>7</sup>.

**ADDENDUM NO. 1 TO EMPLOYMENT AGREEMENT**

1. This is an Addendum to the Employment Agreement (Agreement) between BOISE STATE UNIVERSITY (BSU) and Chris Petersen (COACH) dated and effective the 1st day of February, 2007, subject to the approval of the State Board of Education.
2. The COACH is being hired for the position of Head Football Coach.
3. Accordingly, the following terms as used in the Agreement will be defined as indicated:
  - a. "Position" will mean the position described in paragraph 2, above.
  - b. "Relevant season" will mean the Football season commencing on the first day of fall practice and ending with the last game of the season, including any bowl game, of the Boise State University Broncos.
  - c. "Program" shall mean the Football program.
  - d. "Applicable conference" as of the date of this Addendum means the Western Athletic Conference.
  - e. "NCAA" means the National Collegiate Athletic Association.
    1. "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.
  - f. "Athletic Director" means the BSU Director of Athletics or his designee.
  - g. "Coaching" means to direct and supervise the athletes participating in the program.
  - h. "BAA" means the Bronco Athletic Association.
  - i. "Post-season" means participation in a Bowl game.
  - j. "BCS" mean the Bowl Championship Series organization.
  - k. "Total Salary" means the total of the base salary and supplemental salary as described in sections 7.a and 7.b in any one year period.

4. The term of this Agreement (as set forth in Section 2.1 of the Agreement) shall commence February 1<sup>st</sup>, 2007 and shall continue until the Agreement terminates on the 31st day of January, 2012; provided, however, that this provision is subject to the terms and conditions of Article IV of the Agreement concerning termination. Neither party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

5. Specific duties and responsibilities of COACH. In addition to those set forth in the Agreement, the COACH is expected to devote full-time to coaching and recruitment involving the Football team as the Head Coach. Additional duties and responsibilities not listed will be those customarily attendant to the position of a Head Football Coach at a Division 1-A university. If COACH is required to perform any such additional duties that are not defined in the contract, COACH will be notified of his responsibility to perform these duties within a reasonable time frame.

COACH will attend all staff meetings, public relation functions, dinners, awards banquets and make appearances as directed by the Director of Athletics unless excused by the Director of Athletics. The Athletic Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited to the following:

- ◆ The annual BAA Bar-b-que
- ◆ The weekly BAA noon luncheons during the relevant season
- ◆ The annual BAA Endowment Dinner
- ◆ The BSU Athletic Hall of Fame Dinner
- ◆ The BAA Bronze Bronco Award Banquet
- ◆ The BAA/Alumni Auction Dinner
- ◆ All Athletic Department staff meetings called by the Director of Athletics
- ◆ Athletic Department Graduation Reception
- ◆ Bronco Golf Series Tournaments

6. COACH agrees to supervise any staff serving under COACH and to insure, to the maximum extent possible, that all staff persons follow all applicable University policies, NCAA, or applicable conference rules and regulations at all times.

7. Compensation: COACH will be compensated for services under the Agreement more specifically as follows:

a. Base salary (state appropriated funds) as referred to in paragraph 3.1 of the Agreement shall be as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 2007 – January 31, 2008	\$150,000

b. Additional salary (from media/public appearance/non-state funds) shall be as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
February 1, 2007 – January 31, 2008	\$700,000

c. Total Salary (total of a. and b. above) is \$850,000.

The Total Salary outlined above may be paid to the COACH by the UNIVERSITY or by radio or television stations that own the rights to UNIVERSITY broadcasts, or by other third party sources, or by any combination of the UNIVERSITY, radio station, television station and other sources. COACH understands this potential for payment from multiple sources and that the fringe benefits are not paid or based on sources of payment other than the direct payment from the UNIVERSITY.

d. Merit raises: Merit increases shall be made to COACH'S Total Salary annually, based upon performance in the last immediate regular and post season as follows:

- ◆ 8 wins = 5% increase in total salary
- ◆ 10 wins = 10% increase in total salary
- ◆ 12 wins = 19% increase in total salary

c. Shoe, Apparel and Equipment Contracts: Consistent with section 3.2.4 of the Agreement, compensation to the COACH shall be negotiated on a contract-by-contract basis and shall require prior express approval by the Athletic Director.

8. Supplemental pay based upon performance (Agreement section 3.2).

a. Supplemental pay relating to post-season national rank shall be the greater of the following:

- (i) 1/12<sup>th</sup> of Total Salary if the football team is ranked in the top 25 of either of the final two polls (used by the BCS to determine BCS rankings) at the conclusion of all the bowl games played. Currently, these polls are the Harris Poll and the USA Today Coach's Poll; or,
- (ii) 1/12<sup>th</sup> of Total Salary plus \$25,000 if the football team is ranked in the top 10 of either poll referenced in (i) above.

b. Supplemental pay relating to regular season and post season competition shall be based on one of the following:

- (i) 1/12<sup>th</sup> of Total Salary for winning the conference championship; or,
- (ii) 5% of Total Salary for a post season bowl appearance without a conference championship; or,

(iii) \$100,000 if the football team participates in any one of the five BCS bowl games.

Any supplemental pay earned pursuant to this paragraph shall be paid on February 1st following the football season in which earned.

9. Academic Incentive Pay may be earned as follows (Agreement section 3.2):

a. \$20,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

Any supplemental pay earned pursuant to this paragraph shall be paid on October 1<sup>st</sup> each year.

10. COACH shall have a "public relations" account of \$7,500 per year to be used for reimbursement for meals and other acceptable and appropriate activities relating to the furtherance of the business of the University and such funds shall be expended only in accordance with University and State Board of Education policies.

11. Liquidated damages: Shall be as provided for in section 5.3.3. of the Agreement.

12. Longevity Incentive The University will set forth a deferred compensation agreement under section 457(f), 415(m) or other similar provisions of the IRS Code that meets the following criteria:

- a. If COACH stays employed in the position until August 1, 2009, and thus completes the first two and one-half years of this Agreement without being in material breach, the University will place the sum of \$250,000 in the deferred compensation agreement on COACH's behalf.
- b. If COACH stays employed in the position until January 31, 2012, and thus completes the second two and one-half years of this Agreement without being in material breach, the University will place the sum of \$250,000 in the deferred compensation agreement on COACH's behalf.
- c. The payment of any sums placed in the deferred compensation agreement will be payable to the COACH on terms set forth in such plan. The deferred compensation agreement will be brought to the State Board of Education for approval upon its completion.

**COACH**

\_\_\_\_\_  
Chris Petersen  
Head Football Coach

\_\_\_\_\_  
Date

**BOISE STATE UNIVERSITY**

By: \_\_\_\_\_  
Robert Kustra  
President

\_\_\_\_\_  
Date



## **ADDENDUM NO. 1 TO EMPLOYMENT AGREEMENT**

1. This is an Addendum to the Employment Agreement (Agreement) between BOISE STATE UNIVERSITY (BSU) and Chris Petersen (COACH) dated and effective the 1st day of ~~January~~February, 2007~~6~~, subject to the approval of the State Board of Education.
2. The COACH is being hired for the position of Head Football Coach.
3. Accordingly, the following terms as used in the Agreement will be defined as indicated:
  - a. "Position" will mean the position described in paragraph 2, above.
  - b. "Relevant season" will mean the Football season commencing on the first day of fall practice and ending with the last game of the season, including any bowl game, of the Boise State University Broncos.
  - c. "Program" shall mean the Football program.
  - d. "Applicable conference" as of the date of this Addendum means the Western Athletic Conference.
  - e. "NCAA" means the National Collegiate Athletic Association.
    1. "APR" means Academic Progress Rate as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs.
  - f. "Athletic Director" means the BSU Director of Athletics or his designee.
  - g. "Coaching" means to direct and supervise the athletes participating in the program.
  - h. "BAA" means the Bronco Athletic Association.
  - i. "Post-season" means participation in a Bowl game.
  - j. "BCS" mean the Bowl Championship Series organization.
  - k. "Total Salary" means the total of the base salary and supplemental salary as described in sections 7.a and 7.b in any one year period.
4. The term of this Agreement (as set forth in Section 2.1 of the Agreement) shall commence ~~January-February~~February 1<sup>st</sup>, 2006~~7~~ and shall continue until the Agreement terminates on the 31st day of ~~December~~January, 2010~~2~~; provided, however, that this

provision is subject to the terms and conditions of Article IV of the Agreement concerning termination. Neither party shall have the right to terminate the Agreement prior to its date of expiration except as provided therein.

5. Specific duties and responsibilities of COACH. In addition to those set forth in the Agreement, the COACH is expected to devote full-time to coaching and recruitment involving the Football team as the Head Coach. Additional duties and responsibilities not listed will be those customarily attendant to the position of a Head Football Coach at a Division 1-A university. If COACH is required to perform any such additional duties that are not defined in the contract, COACH will be notified of his responsibility to perform these duties within a reasonable time frame.

COACH will attend all staff meetings, public relation functions, dinners, awards banquets and make appearances as directed by the Director of Athletics unless excused by the Director of Athletics. The Athletic Director shall not unreasonably withhold approval for non-attendance. Such functions shall include, but are not limited to the following:

- ◆ The annual BAA Bar-b-que
- ◆ The weekly BAA noon luncheons during the relevant season
- ◆ The annual BAA Endowment Dinner
- ◆ The BSU Athletic Hall of Fame Dinner
- ◆ The BAA Bronze Bronco Award Banquet
- ◆ The BAA/Alumni Auction Dinner
- ◆ All Athletic Department staff meetings called by the Director of Athletics
- ◆ Athletic Department Graduation Reception
- ◆ Bronco Golf Series Tournaments

6. COACH agrees to supervise any staff serving under COACH and to insure, to the maximum extent possible, that all staff persons follow all applicable University policies, NCAA, or applicable conference rules and regulations at all times.

7. Compensation: COACH will be compensated for services under the Agreement more specifically as follows:

a. Base salary (state appropriated funds) as referred to in paragraph 3.1 of the Agreement shall be as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
<del>January 1, 2006 – December 31, 2006</del>	<del>\$141,744</del>
<del>February 1, 2007 – January 31, 2008</del>	<del>\$150,000</del>

b. Additional salary (from media/public appearance/non-state funds) shall be as follows:

<u>YEAR</u>	<u>COMPENSATION</u>
<del>February 1, 2007 – January 31, 2008</del>	<del>\$700,000</del>
<del>January 1, 2006 – December 31, 2006</del>	<del>\$358,256</del>

c. Total Salary (total of a. and b. above) is \$~~50~~850,000.

The Total Salary outlined above may be paid to the COACH by the UNIVERSITY or by radio or television stations that own the rights to UNIVERSITY broadcasts, or by other third party sources, or by any combination of the UNIVERSITY, radio station, television station and other sources. COACH understands this potential for payment from multiple sources and that the fringe benefits are not paid or based on sources of payment other than the direct payment from the UNIVERSITY.

d. Merit raises: Merit increases shall be made to COACH'S Total Salary annually, based upon performance in the last immediate regular and post season as follows:

- ◆ ~~68~~ wins = 5% increase in total salary
- ◆ ~~810~~ wins = 10% increase in total salary
- ◆ ~~102~~ wins = ~~159~~% increase in total salary

c. Shoe, Apparel and Equipment Contracts: Consistent with section 3.2.4 of the Agreement, compensation to the COACH shall be negotiated on a contract-by-contract basis and shall require prior express approval by the Athletic Director.

8. Supplemental pay based upon performance (Agreement section 3.2).

a. Supplemental pay relating to post-season national rank shall be the greater of the following:

- (i) 1/12<sup>th</sup> of Total Salary if the football team is ranked in the top 25 of either of the final two polls (used by the BCS to determine BCS rankings) at the conclusion of all the bowl games played. Currently, these polls are the Harris Poll and the USA Today Coach's Poll; or,
- (ii) 1/12<sup>th</sup> of Total Salary plus \$25,000 if the football team is ranked in the top 10 of either poll referenced in (i) above.

b. Supplemental pay relating to regular season and post season competition shall be based on one of the following:

- (i) 1/12<sup>th</sup> of Total Salary for winning the conference championship; or,
- (ii) 5% of Total Salary for a post season bowl appearance without a conference championship; or,
- (iii) \$100,000 if the football team participates in any one of the five BCS bowl games.

Any supplemental pay earned pursuant to this paragraph shall be paid on February 1st following the football season in which earned.

9. Academic Incentive Pay may be earned as follows (Agreement section 3.2):
- \$20,000 if the annual football team APR rating (for the previous fall and spring semesters) equals 955 or higher.

Any supplemental pay earned pursuant to this paragraph shall be paid on October 1<sup>st</sup> each year.

10. ~~Employee~~ COACH shall have a "public relations" account of \$27,500 per year to be used for reimbursement for meals and other acceptable and appropriate activities relating to the furtherance of the business of the University and such funds shall be expended only in accordance with University and State Board of Education policies.

11. Liquidated damages: Shall be as provided for in section 5.3.3. of the Agreement.

12. Longevity Incentive The University will set forth a deferred compensation agreement under section 457(f), 415(m) or other similar provisions of the IRS Code that meets the following criteria:

- If COACH stays employed in the position until August 1, 2009, and thus completes the first two and one-half years of this Agreement without being in material breach, the University will place the sum of \$250,000 in the deferred compensation agreement on COACH's behalf.
- If COACH stays employed in the position until January 31, 2012, and thus completes the second two and one-half years of this Agreement without being in material breach, the University will place the sum of \$250,000 in the deferred compensation agreement on COACH's behalf.
- The payment of any sums placed in the deferred compensation agreement will be payable to the COACH on terms set forth in such plan. The deferred compensation agreement will be brought to the State Board of Education for approval upon its completion.

**COACH**

\_\_\_\_\_  
Chris Petersen  
Head Football Coach

\_\_\_\_\_  
Date

**BOISE STATE UNIVERSITY**

By: \_\_\_\_\_  
Robert Kustra  
President

\_\_\_\_\_  
Date

## Chris Petersen, Boise State University, Head Football Coach – 2007 – Multi-Year Contract

	<b>Model Contract Section</b>	<b>Contract Section</b>	<b>Justification for Modification</b>
1.3	Duties	1.3 Duties	Deleted the reassignment clause and added language to define the duties of the Coach.
3.2	Supplemental Compensation	3.2.1 Supplemental Compensation; language added	Language provides specific criteria for athletic achievement supplemental compensation and is moved from the base contract to the addendum.
3.2	Supplemental Compensation	3.2.2 & 3.2.3 Supplemental Compensation; language added	Language provides specific criteria for athletic and academic achievement supplemental compensation and is moved from the base contract to the addendum.
3.2	Supplemental Compensation	3.2.4 Supplemental Compensation; language deleted	More details regarding the apparel contracts are found in the addendum.
3.2	Supplemental Compensation	3.2.5 Supplemental Compensation; language added	Removed the vesting language and the specific details of the compensation is moved to the addendum.
3.2	Supplemental Compensation	3.2.6 Supplemental Compensation; summer camp	Language provides criteria and conditions applicable to coach's operation of a summer youth camp and deletes the ability of the coach to operate the camp independent of the university.
4.7	Other Coaching Opportunities	4.7 Other Coaching Opportunities; language added	Language provides for specific duty that Coach cannot pursue other employment without prior notice.
5.3	Termination by coach for convenience	5.3.2, 5.3.3, 5.3.4, Termination by coach for convenience; language added	Language provides that the termination cannot occur during the season; that the buyout terms for pursuing employment in other sports capacity is \$750,000 for years one, two and three, \$550,000 for year four, and none for year five; and removal of the material breach language.
	General	Addendum	The addendum contains additional specific duties of the coach as well as sets forth all the compensation terms of the contract, including performance based incentives and future year increases.

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**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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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION/AGENCY AGENDA**  
**IDAHO STATE UNIVERSITY**

**SUBJECT**

Idaho State University requests approval of the employment agreement for the Head Football Coach, John Zamberlin.

**APPLICABLE STATUTE, RULE OR POLICY**

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

**DISCUSSION**

Idaho State University has hired, subject to Board approval, John Zamberlin as the new head football coach. The primary terms of the agreement are set forth below and the entire agreement and matrix comparison to the SBOE model contract are attached.

**IMPACT**

The Employment Agreement is for a fixed-term appointment of three (3) years, thirty-five (35) days commencing on December 18, 2006 and terminating on January 22, 2010. The base annual salary is \$100,000 and is funded by state appropriated funds. Terms for supplemental compensation are listed in the Employment Agreement, Attachment 1, Article 3.2. This agreement will provide a stable coaching environment for the football program as well as stability and consistency for the Athletic Department as a whole.

**ATTACHMENTS**

Attachment 1 – Employment Agreement	Page 3
Attachment 2 – Employment Agreement-Redline version	Page 15
Attachment 3 – Contract Comparison Matrix	Page 31

**STAFF AND COMMENTS AND RECOMMENDATIONS**

The regular compensation amount is \$100,000, with a courtesy automobile provided, if available. Supplemental compensation includes \$20,000 for media appearances.

The contract includes a series of incentive payments to the coach if the football team achieves certain Academic Progress Rate (APR) levels. As reported by the National Collegiate Athletic Association (NCAA), the most recent official multi-year rate for the ISU football team is 875 (which is higher than the general student population). The NCAA Division I-AA average for the same two academic years is 929. The first threshold for an incentive payment is an APR of 940-944, which would result in a payment of \$1,000.

ISU has noted that the NCAA has issued an updated APR report in November 2006, referred to as a 'multiyear rate upper confidence boundary'. This number

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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

represents a likely upper limit using the most recent, but not official, team data. For ISU, that number is 891.

The contract includes liquidated damages of \$10,000 if the Coach terminates the Agreement for convenience on or before June 30, 2007; if the Agreement is terminated between July 1, 2007 and June 30, 2008, the sum of \$8,000.00; if the Agreement is terminated between July 1, 2008 and May 1, 2009 inclusive, the sum of \$6,000.00. 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.

Staff recommends approval of the contract.

**BOARD ACTION**

A motion to approve an Employment Agreement between Idaho State University and John Zamberlin as the Head Football Coach, at a regular compensation amount of \$100,000, and supplemental compensation for media appearances in the amount of \$20,000, for a total of \$120,000. A courtesy automobile will be provided, subject to availability. Additional supplemental compensation amounts, if earned, will be provided as noted in the contract.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes\_\_\_\_\_ No\_\_\_\_\_

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University), and John Zamberlin, Head Football Coach (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 (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. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.6 shall cease. The right of the University to reassign Coach to duties other than as head coach of the Team as set forth herein shall not require good or adequate cause, and shall be independent of the University's right to terminate, suspend or reassign Coach for good or adequate cause as set forth in Article 5.1 of this Agreement.

**ARTICLE 2**

2.1 Term. This Agreement is for a fixed-term appointment of three (3) years, thirty-five (35) days, commencing on December 18, 2006 and terminating, without further notice to Coach, on January 22, 2010 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 Trustees. This Agreement in no way grants to Coach a claim to tenure in

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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 \$100,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees; and
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive 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; and
- d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Football Coach through the Courtesy Car Program as assigned by Director.

**3.2     Supplemental Compensation**

3.2.1 Each year the Team wins the regular season Big Sky Conference Championship the University shall pay to coach one week's pay of Coach's Annual Salary.

3.2.2 In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA Division I Football Championships, the University shall compensate Coach for advancing in the championship bracket as follows:

Round 1	16 teams	1 <sup>st</sup> win	\$ 1,000
Round 2	8 teams	2 <sup>nd</sup> win	\$ 2,000
Round 3	4 teams	3 <sup>rd</sup> win	\$ 4,000
Round 4	2 teams	4 <sup>th</sup> win	\$ 6,000
Possible bonus computation total			\$13,000

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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for winning National Championship.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation for the academic and conduct achievements of the Team members. The following incentives will be used following NCAA APR scores to determine the applicable incentives:

<u>Team APR Score</u>	<u>Incentive Pay</u>
940-944	\$ 1,000
945-949	\$ 1,500
950-954	\$ 2,000
955-959	\$ 2,500
960-964	\$ 3,000
965-969	\$ 3,500
970 or above	\$ 4,000

Such incentives are contingent upon acceptable conduct of all Team members on the University campus, at University activities, in the community, and elsewhere, as determined in the sole discretion of the President in consultation with the Director.

3.2.4 Coach shall receive \$20,000 annual compensation for participation in radio and television appearances.

3.2.5 **(SUMMER CAMP OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by directing or administering University's camps in Coach's capacity as a University employee. Coach hereby agrees to direct the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach the net revenues resulting from each summer camp as supplemental compensation during each year of his employment as head football coach at the University. This amount shall be paid within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the football program.

In the event of termination of this Agreement, suspension, or reassignment, University shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University shall be released from all obligations relating thereto.

3.2.6 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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning company's product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by such company, or give a lecture at an event sponsored in whole or in part by such company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain 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 such company, 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, equipment, and products, including such company, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products. Coach shall receive \$5,000 in personal apparel from Nike.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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 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 and procedures of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky 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 Trustees.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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.

4.7 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 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; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, 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 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, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, 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.

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. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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 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.

5.3 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 June 30, 2007, the sum of \$10,000.00; (b) if the Agreement is terminated between July 1, 2007 and June 30, 2008 inclusive, the sum of \$8,000.00; (c) if the Agreement is terminated between July 1, 2008 and May 1, 2009 inclusive, the sum of \$6,000.00. 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 Except as provide 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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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, suspension, or reassignment, 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.

5.7 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 or reassignment of Coach, regardless of the circumstances.

5.8 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 or reassigns 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 releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of 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 State Board of Education and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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be subject to the approval of the State Board of Education, 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 State Board of Education and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through Courtesy Car 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 supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                      Director of Athletics  
    921 S. 8<sup>th</sup>, Stop 8173  
    Pocatello, ID 83209-8173

with a copy to:                      President  
    921 S. 8<sup>th</sup>, Stop 8130  
    Pocatello, ID 83209-8173

the Coach:                              John Zamberlin  
    Last known address on file with  
    University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal 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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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 Trustees.

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

\_\_\_\_\_  
Paul A. Bubb                      Date  
Director of Athletics

\_\_\_\_\_  
John Zamberlin                      Date  
Head Football Coach

Approved by the Board of Trustees on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTACHMENT 2

**(MODEL ATHLETICS CONTRACT)**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between  
Idaho State University (University—~~(College)~~), and  
John Zamberlin, Head Football Coach (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University—~~(College)~~—shall employ Coach as the head coach of its intercollegiate ~~—(Sport)—~~football team (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—~~(College)~~’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 ~~(College)~~’s President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University—~~(College)~~’s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University—~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach’s compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~—(Depending on supplemental pay provisions used)—~~3.2.6 shall cease. The right of the University to reassign Coach to duties other than as head coach of the Team as set forth herein shall not require good or adequate cause, and shall be independent of the University’s right to terminate, suspend or reassign Coach for good or adequate cause as set forth in Article 5.1 of this Agreement.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~—three—~~ (3) years, thirty-five (35) days, commencing on ~~—December 18, 2006—~~ and terminating, without further notice to Coach, on ~~—January 22, 2010—~~ unless sooner terminated in accordance with other provisions of this Agreement

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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2.2- Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ 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 ~~(College)~~'s Board of ~~-(Regents or Trustees)-~~ Trustees. 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 ~~(College)~~.

**ARTICLE 3**

**3.1 Regular Compensation.**

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

- a) An annual salary of \$ ~~\_\_\_\_\_~~ \$100,000 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University ~~(College)~~'s Board of ~~-(Regents or Trustees)-~~ Trustees; and
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University ~~(College)~~'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; and-
- d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Football Coach through the Courtesy Car Program as assigned by Director.

**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 or post-season tournament or post-season playoffs) \_\_\_\_\_, and if Coach continues to be employed as University (College)'s head \_\_\_\_\_ (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount~~



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

---

~~equal to \_\_\_\_\_ (amount or computation) \_\_\_\_\_ of Coach's Annual Salary during the fiscal year in which the championship and \_\_\_\_\_ (bowl or other post season) \_\_\_\_\_ eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. wins the regular season Big Sky Conference Championship the University shall pay to coach one week's pay of Coach's Annual Salary.~~

~~3.2.2 In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA Division I Football Championships, the University shall compensate Coach for advancing in the championship bracket as follows:~~

Round 1	16 teams	1 <sup>st</sup> win	\$ 1,000
Round 2	8 teams	2 <sup>nd</sup> win	\$ 2,000
Round 3	4 teams	3 <sup>rd</sup> win	\$ 4,000
Round 4	2 teams	4 <sup>th</sup> win	\$ 6,000
Possible bonus computation total			\$13,000

~~for winning National Championship.~~

~~Each year the Team is ranked in the top 25 in the \_\_\_\_\_ (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams) \_\_\_\_\_, and if Coach continues to be employed as University (College)'s head \_\_\_\_\_ (Sport) \_\_\_\_\_ coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to \_\_\_\_\_ (amount or computation) \_\_\_\_\_ of Coach's Annual Salary in effect on the date of the final poll. The University (College) 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 \_\_\_\_\_ (amount or computation) \_\_\_\_\_ based on for the academic and conduct achievements and behavior of the Team members. The following incentives will be used following NCAA APR scores to determine the applicable incentives:~~

Team APR Score	Incentive Pay
940-944	\$ 1,000
945-949	\$ 1,500
950-954	\$ 2,000
955-959	\$ 2,500
960-964	\$ 3,000
965-969	\$ 3,500
970 or above	\$ 4,000

~~Such incentives are contingent upon acceptable conduct of all Team members on the University campus, at University activities, in the community, and elsewhere, as determined in the sole discretion of the President in consultation with the Director. 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~~

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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~~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 (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.~~

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. 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. Coach shall receive \$20,000 annual compensation for participation in radio and television appearances.~~

~~3.2.5 The Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'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). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment). Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) 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 (College) 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 which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~

~~3.2.65 (SUMMER CAMPCOPERATED BY UNIVERSITY-(COLLEGE))~~  
Coach agrees that the University-(College)- has the exclusive right to operate youth

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

---

~~\_(Sport)\_football~~ camps on its campus using University ~~\_(College)~~ facilities. The University ~~\_(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the directing or administrating University ~~\_(College)~~'s camps in Coach's capacity as a University ~~\_(College)~~ employee. Coach hereby agrees to assist indirect the marketing, supervision, and general administration of the University ~~\_(College)~~'s football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University ~~\_(College)~~'s summer football camps, ~~the University (College)~~ shall pay Coach \_(amount)\_ per year the net revenues resulting from each summer camp as supplemental compensation during each year of his employment as head ~~(Sport)Football\_~~ coach at the University ~~\_(College)~~. This amount shall be paid \_(terms of payment)\_ within 30 days of the end of each summer camp. Alternatively, Coach may direct that such net revenues be used to enhance the budget of the football program-.

**~~(SUMMER CAMPOPERATED BY COACH)~~** ~~Coach may operate a summer youth \_ (Sport) \_ camp at the University (College) under the following conditions:~~

- ~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~
- ~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) Assistant coaches at the University (College) are given priority when the Coach or the private enterprise selects coaches to participate;~~
- ~~d) The Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) The Coach or the private enterprise enters into a contract with University (College) and \_\_\_\_\_ (campus concessionaire) for all campus goods and services required by the camp.~~
- ~~f) The Coach or private enterprise pays for use of University (College) facilities including the \_\_\_\_\_.~~
- ~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary~~

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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~~"Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~

- ~~h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;~~
- ~~i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University (College) against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~
- ~~j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) while engaged in camp activities. The Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

       In the event of termination of this Agreement, suspension, or reassignment, University ~~(College)~~ shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University ~~(College)~~ shall be released from all obligations relating thereto.

3.2.~~76~~ Coach agrees that the University ~~(College)~~ 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 ~~(College)~~. ~~Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment.~~ Coach agrees that, upon the University ~~(College)~~'s reasonable request, Coach will consult with appropriate parties concerning ~~an (Company Name) company's~~ product's design or performance, shall act as an instructor at a clinic

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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sponsored in whole or in part by ~~—(Company Name)such company—~~, or give a lecture at an event sponsored in whole or in part by ~~—(Company Name)such company—~~, or make other educationally-related appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head ~~—(Sport)football—~~ coach. In order to avoid entering into an agreement with a competitor of ~~—(Company Name)such company—~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel ~~and/or~~ equipment, and products, including ~~—(Company Name)such company—~~, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products. Coach shall receive \$5,000 in personal apparel from Nike.

3.3 General Conditions of Compensation. All compensation provided by the University ~~(College)~~ 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 ~~(College)~~ 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 ~~(College)~~ 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 ~~(College)~~, the University ~~(College)~~'s governing board, the conference, and the NCAA ~~(or NAIA)~~; supervise and take

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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-~~(College)~~'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit ~~CA~~. 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-~~(College)~~'s Handbook; (c) University-~~(College)~~'s Administrative Procedures Manual; (d) the policies and procedures of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~-(Sport)Big Sky-C~~ Conference of which the University ~~(College)~~ 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-(College)University~~, would reflect adversely upon the ~~University (College)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 (College)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 ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)University~~'s President for all athletically related income and benefits from sources outside the ~~University (College)University~~ and shall report the source and amount of all such income and benefits to the ~~University (College)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 (College)University~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to ~~University (College)University~~. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, ~~University (College)University~~ booster club, ~~University (College)University~~ alumni association, ~~University (College)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 (College)University~~, the ~~University (College)University~~'s governing board, the conference, or the NCAA-~~(or NAIA)~~.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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 (College)University's~~ Board of ~~—(Trustees or Regents)Trustees—~~.

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.

4.7 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 approval shall not unreasonably be withheld.

**ARTICLE 5**

5.1 Termination of Coach for Cause. The ~~University (College)University~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, ~~University (College)University~~ and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, 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 (College)University~~;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the ~~University (College)University~~, the ~~University (College)University's~~ governing board, the conference or the NCAA-~~(NAIA)~~, including but not limited to any such violation which may have occurred during the

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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employment of Coach at another NCAA or NAIA member institution;

- d) Ten (10) working days' absence of Coach from duty without the ~~University (College)University~~'s consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)University~~'s judgment, reflect adversely on the ~~University (College)University~~ or its athletic programs;
- f) The failure of Coach to represent the ~~University (College)University~~ and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA (~~NAIA~~) or the ~~University (College)University~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the ~~University (College)University~~, the ~~University (College)University~~'s governing board, the conference, or the NCAA (~~NAIA~~);
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the ~~University (College)University~~, the ~~University (College)University~~'s governing board, the conference, or the NCAA (~~NAIA~~), by one 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 (College)University~~, the ~~University (College)University~~'s governing board, the conference, or the NCAA (~~NAIA~~), 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, reassignment, or termination for good or adequate cause shall be effectuated by the ~~University (College)University~~ as follows: before the effective date of the suspension, reassignment, 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 (College)University~~ shall notify Coach whether, and if so when, the action will be effective.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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5.1.3 In the event of any termination for good or adequate cause, the ~~University (College)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 (College)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 ~~(NAIA)~~ 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 ~~(NAIA)~~ enforcement procedures. This section applies to violations occurring at the ~~University (College)University~~ or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of ~~University (College)University~~.

5.2.1 At any time after commencement of this Agreement, ~~University (College)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 (College)University~~ terminates this Agreement for its own convenience, ~~University (College)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 (College)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 (College)University~~ employee until the term of this Agreement ends or until 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 (College), which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University (College) 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 (College). The liquidated damages are not, and shall not be construed to be, a penalty.~~

5.3 Termination by Coach for Convenience.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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5.3.1 The Coach recognizes that his promise to work for ~~University (College)University~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the ~~University (College)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 (College)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 (College)University~~. Termination shall be effective ten (10) days after notice is given to the ~~University (College)University~~.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the ~~University (College)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 (College)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 ~~\_\_\_\_\_~~, June 30, 2007, the sum of ~~\$30,000.00~~\$10,000.00; (b) if the Agreement is terminated between ~~\_\_\_\_\_~~ July 1, 2007 and ~~\_\_\_\_\_~~ June 30, 2008 inclusive, the sum of ~~\$20,000.00~~\$8,000.00; (c) if the Agreement is terminated between ~~\_\_\_\_\_~~ July 1, 2008 and ~~\_\_\_\_\_~~ May 1, 2009 inclusive, the sum of ~~\$10,000.00~~\$6,000.00. 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 (College) 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 acceptance thereof by University (College) shall constitute adequate and reasonable compensation to University (College) 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 (College).~~

5.3.~~54~~ Except as provide 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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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 (College)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 (College)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 (College)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 (College)University~~.

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

5.7 No Liability. The ~~University (College)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 or reassignment of Coach, regardless of the circumstances.

5.8 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 (College)University~~ employees, if the ~~University (College)University~~ suspends or reassigns 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 releases the ~~University (College)University~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of ~~Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08)~~ and Governing Policies and Procedures Manual, and the ~~University (College)University~~ Faculty-Staff Handbook.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved of the ~~University (College)State Board of Education's Board of (Regents or Trustees)~~ 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 (College)State Board of Education's Board of (Regents or Trustees)~~, 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 or Trustees) State Board of Education~~ and ~~University (College)University's~~ rules regarding financial exigency.

6.2 University (College)University Property. All personal property (excluding vehicle(s) provided through ~~the~~ pCourtesy Car 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 (College)University~~ or developed by Coach on behalf of the ~~University (College)University~~ or at the ~~University (College)University's~~ direction or for the ~~University (College)University's~~ use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the ~~University (College)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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the ~~University~~ (College)University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor~~e~~, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the ~~University~~ (College)University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the ~~University~~ (College)University: \_\_\_\_\_ Director of Athletics  
\_\_\_\_\_  
\_\_\_\_\_921 S. 8<sup>th</sup>, Stop 8173  
\_\_\_\_\_Pocatello, ID 83209-8173

with a copy to: \_\_\_\_\_ President  
\_\_\_\_\_  
\_\_\_\_\_921 S. 8<sup>th</sup>, Stop 8130  
\_\_\_\_\_Pocatello, ID 83209-8173

the Coach: \_\_\_\_\_John Zamberlin  
Last known address on file with  
~~University~~ (College)University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

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

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 (COLLEGE)UNIVERSITY

COACH

<u>_____, President Paul A. Bubb</u>	Date	<u>John</u>
<u>Zamberlin</u>	Date	
<u>Director of Athletics</u>		<u>Head Football Coach</u>

Approved by the Board of ~~-(Regents or Trustees)-Trustees~~ on the \_\_\_\_ day of \_\_\_\_\_, 200020.

	<b>Model Contract Section</b>	<b>Contract Section</b>	<b>Justification for Modification</b>
1.3	Duties	1.3 Duties	Additional language added to clarify the University's right to reassign Coach's duties other than head coach.
3.1.1	Regular Compensation	3.1.1.(d) Regular Compensation; Language added	Additional language specifying courtesy car benefits to Coach through ISU's Courtesy Car Program
3.2	Supplemental Compensation	3.2.1 – 3.2.3 Supplemental Compensation; Language modified	Language specifies compensation for team performance.
3.2	Supplemental Compensation	3.2.4 Supplemental Compensation; Language modified	Provision for coach's participation in radio and television appearances modified.
3.2	Supplemental Compensation	3.2.5 Supplemental Compensation; Summer Camp	Language provides criteria and conditions applicable to coach's operation of a summer youth camp and deletes the ability of the coach to operate the camp independent of the university.
3.2	Supplemental Compensation	3.2.6 Supplemental Compensation; Language added/deleted	Language added for Coach to receive personal apparel from Nike. Language deleted referencing agreement with (Company) to supply the University with footwear, apparel and/or equipment.
5.2	Termination of Coach for Convenience of University	5.2.3 Termination of Coach for Convenience of University; Language deleted	Language deleted referencing representation by legal counsel in the contact negotiations, as it is referenced in Section 6.16.
5.3	Termination by Coach for Convenience	5.3.4 Termination of Coach for Convenience; Language deleted	Language deleted referencing representation by legal counsel in the contact negotiations, as it is referenced in Section 6.16.
6.16	Opportunity to Consult with Attorney	6.16 Opportunity to Consult with Attorney; Language added	Language specifies that coach has not relied upon the advice of any legal counsel acting on behalf of the University.

**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**

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**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.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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

**SUBJECT**

The University of Idaho requests approval of the employment contract for head football coach Robb Akey.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**DISCUSSION**

The University of Idaho has hired, subject to Board approval, a new head football coach. The primary terms of the agreement are set forth below, and the entire contract and matrix comparison to the Board model contract are attached.

**IMPACT**

The term of the Employment Contract is five years, commencing on December 17, 2006 and terminating on December 16, 2011. The annual base salary is \$155,001.60. There is an annual media payment of \$85,000 and the following incentive/supplemental compensation provisions:

Conference champions or bowl game eligibility = 1/13 of annual salary

Top 25 national ranking at season end = 1/13 of annual salary

Conference Coach of the Year = \$5,000

Academic achievement and behavior of team = \$5,000

Summer football camp = Remaining income from camp, less \$500, after all claims, insurance, and expenses of camp have been paid

**ATTACHMENTS**

Attachment 1 – Employment Contract	Page 3
Attachment 2 – Employment Contract-Redline version	Page 17
Attachment 3 – Contract Comparison Matrix	Page 31

**STAFF COMMENTS AND RECOMMENDATIONS**

The regular compensation amount is \$155,002, with supplemental media compensation in an additional amount of \$85,000. There are contingencies connected to the media payment.

The contract includes the potential for up to \$5,000 as an incentive payment based upon the academic achievement and behavior of football team members. Several factors are included in this calculation: Athletic Progress Rate (APR), as calculated by the National Collegiate Athletic Association (NCAA); grade point averages; player designation as Academic All-American; conference academic recognition; progress toward graduation for all athletes, and conduct of team members.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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

With respect to APR, the UI football team's two year average is 931 and the Division I-A average for the same time period is 930.

The contract includes liquidated damages of \$1,000,000 if the Agreement is terminated on or before January 1, 2009; if terminated between January 2, 2009, and January 2010, the amount is \$750,000; and if terminated between January 2, 2011, and December 15, 2011, the amount is \$500,000. Liquidated damages, if any, are payable within twenty days of the effective date of the termination and bear simple interest rate of eight (8) percent per annum until paid.

Staff recommends approval of the contract.

**BOARD ACTION**

A motion to approve an employment agreement between the University of Idaho and Robb Akey as the head football coach, at a regular salary amount of \$155,002, plus supplemental media compensation in the amount of \$85,000, for a total of \$240,000. Additional supplemental compensation amounts, if earned, will be provided as noted in the contract.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**ATTACHMENT 1**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University) and Robb Akey (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. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in section 3.2.1 through 3.2.6 shall cease.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment commencing on December 17, 2006, and terminating, without further notice to Coach, on December 16, 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 \$155,001.60 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation 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 or becomes eligible for a bowl game pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head football coach as of the ensuing July 1<sup>st</sup>, 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 or bowl eligibility is achieved. 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, and if Coach continues to be employed as University's head football coach as of the ensuing July 1<sup>st</sup>, 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. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head football coach as of the ensuing July 1<sup>st</sup>, Coach shall receive supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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3.2.4 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: NCAA Academic Progress Rate (APR); 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 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.

3.2.5 The Coach shall receive the sum of \$85,000 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 3.2.4; (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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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3.2.6 Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer football camps, the University shall pay Coach the remaining income from the summer football camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

3.2.7 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 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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**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 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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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 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;



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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- 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 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, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, 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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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 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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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 January 1, 2008, the sum of \$1,000,000.00; (b) if the Agreement is terminated between January 2, 2008 and January 1, 2009 inclusive, the sum of \$1,000,000.00; (c) if the Agreement is terminated between January 2, 2009 and January 1, 2010 inclusive, the sum of \$750,000.00; (d) if the Agreement is terminated between January 2, 2010 and January 1, 2011 inclusive, the sum of \$500,000; (e) if the Agreement is terminated between January 2, 2011, and December 15, 2011 inclusive, the sum of \$500,000. 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 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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

---

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 releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or 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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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 supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:                      Director of Athletics  
    University of Idaho  
    P.O. Box 442302  
    Moscow, Idaho 83844-2302

with a copy to:                      President  
    University of Idaho  
    P.O. Box 443151  
    Moscow, ID 83844-3151

the Coach:                              Robb Akey  
    Last known address on file with  
    University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal 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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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

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Tim White, President

Date

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Robb Akey Date

Approved by the Board of Regents on the \_\_\_\_ day of February, 2007.

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**ATTACHMENT 2**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between \_\_\_\_\_~~(the~~ University ~~(College), of Idaho (University)~~ and \_\_\_\_\_~~Robb Akey~~ (Coach).

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the head coach of its intercollegiate ~~(Sport)~~ football team ~~(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 ~~(College)~~'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 ~~(College)~~'s President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University ~~(College)~~'s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~(Depending on supplemental pay provisions used)~~ 3.2.6 shall cease.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment ~~of \_\_\_\_\_ (\_\_\_\_) years,~~ commencing on December 17, 2006, and terminating, without further notice to Coach, on December 16, 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 ~~(College)~~ 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 ~~(College)~~'s Board of ~~(Regents or Trustees)~~. 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 ~~(College)~~.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**ARTICLE 3**

**3.1 Regular Compensation.**

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

- a) An annual salary of \$~~\_\_\_\_\_~~155,001.60 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, ~~and such salary increases as may be determined appropriate by the Director and President and approved by the University (College)'s Board of (Regents or Trustees) \_\_\_\_\_.~~ Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
- b) ~~The opportunity to receive such~~Such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; and
- c) ~~The opportunity to receive such~~Such employee benefits as the University ~~(College)~~'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 or~~ becomes eligible for a ~~(bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs) \_\_\_\_\_,~~ and if Coach continues to be employed as ~~University (College)'s~~University's head ~~\_\_\_\_\_(Sport)\_\_\_\_\_~~football coach as of the ensuing July 1<sup>st</sup>, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~\_\_\_\_\_(amount or computation)\_\_\_\_\_~~one-thirteenth (1/13) of ~~Coach's Annual Salary during the fiscal year in which the championship and \_\_\_\_\_(or bowl or other post-season)\_\_\_\_\_~~ eligibility ~~are is~~ achieved. The University ~~(College)~~ 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 ~~\_\_\_\_\_(national rankings, such as~~ final ESPN/USA Today coaches poll of Division IA football teams)~~\_\_\_\_\_,~~ and if Coach continues to be employed as ~~University (College)'s~~University's head ~~(Sport)\_\_\_\_\_~~football coach as of the ensuing July 1<sup>st</sup>, ~~the~~ University ~~(College)~~ shall pay Coach supplemental compensation in an amount equal to ~~\_\_\_\_\_(amount or computation)\_\_\_\_\_~~

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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one-thirteenth (1/13) of ~~Coach's Coach's~~ Annual Salary in effect on the date of the final poll. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3— Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~—(amount or computation)—~~ \$5,000 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) 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: NCAA Academic Progress Rate (APR); 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 ~~(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.

3.2.4 ~~Each year Coach shall be eligible to receive supplemental compensation in an amount up to —(amount or computation)— based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of~~ 3.2.5 The Coach shall receive the sum of \$85,000 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 President in consultation with the Director.

3.2.5 ~~The Coach shall receive the sum second half of —(amount or computation)— from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this~~

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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~~Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment) 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 3.2.4; (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 ~~(College)~~ are the property of the University ~~(College)~~. The University ~~(College)~~ 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 ~~(College)~~ 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 ~~which that~~ are broadcast on radio or television that conflict with those broadcast on the University ~~(College)~~'s designated media outlets.

**3.2.6 ~~(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~**

Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport) football~~ camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the University ~~(College)~~'s camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University ~~(College)~~'s football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. ~~In exchange for Coach's participation in the University (College)'s summer football camps, the University (College) shall pay Coach (amount) per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be remaining income from the summer football camps, less \$500, after all claims, insurance, and expenses of such camps have been paid (terms of payment).~~

~~3.2.7~~ Coach agrees that the University ~~(College)~~ 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 ~~(College)~~. Coach

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~—(Company Name)—Adidas~~ to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University ~~(College)~~'s reasonable request, Coach will consult with appropriate parties concerning ~~an~~ ~~(Company Name)—Adidas~~ product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~—(Company Name)—Adidas~~, or give a lecture at an event sponsored in whole or in part by ~~—(Company Name)—Adidas~~, or make other educationally-related appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head ~~—(Sport)—football~~ coach. In order to avoid entering into an agreement with a competitor of ~~—(Company Name)—Adidas~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name)—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 ~~(College)~~ 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 ~~(College)~~ 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 ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference, and the NCAA ~~(or NAIA)~~; 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 ~~(College)~~'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. ~~The names 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 ~~(College)~~'s Handbook; (c) University ~~(College)~~'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport) football~~ conference of which the University ~~(College)~~ 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 ~~(College)~~, would reflect adversely upon the University ~~(College)~~ 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 ~~(College)~~'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 ~~4.3~~ NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University ~~(College)~~'s President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits to the University ~~(College)~~'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 ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to University ~~(College)~~. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ 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 ~~(College)~~, the University ~~(College)~~'s governing board, the conference, or the NCAA ~~(or NAIA)~~.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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 ~~(College)~~'s Board of ~~(Trustees or 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.

4.76 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 approval shall not unreasonably be withheld.

**ARTICLE 5**

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; ~~reassign Coach to other duties;~~ or terminate this Agreement at any time for good or adequate cause, as those terms are defined in the applicable policies, rules and 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 and or regulations, of the University ~~(College)~~, 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, ~~reassignment,~~ 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 ~~(College)~~;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference or the NCAA ~~(NAIA)~~, including but not limited to any such violation which may

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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 ~~(College)~~'s consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University ~~(College)~~'s judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;
- f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference, or the NCAA ~~(NAIA)~~;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference, or the NCAA ~~(NAIA)~~, by one 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 ~~(College)~~, the University ~~(College)~~'s governing board, the conference, or the NCAA ~~(NAIA)~~, 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, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: ~~before the effective date of the suspension, reassignment, 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 ~~(College)~~ 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.~~



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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5.1.3 ~~\_\_\_\_\_~~ In the event of any termination for good or adequate cause, the University ~~(College)~~'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 ~~(College)~~ 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 ~~(NAIA)~~ 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 ~~(NAIA)~~ enforcement procedures. ~~This section applies to violations occurring at the University (College) or at previous institutions at which the Coach was employed.~~

5.2 Termination of Coach for Convenience of University ~~(College)~~.

5.2.1 At any time after commencement of this Agreement, University ~~(College)~~, 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 ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ 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 ~~(College)~~ 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 ~~(College)~~ employee until the term of this Agreement ends or until 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 ~~(College)~~, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University ~~(College)~~ 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 ~~(College)~~. 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

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. The Coach also recognizes that the University ~~(College)~~ 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 ~~(College)~~ 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 ~~(College)~~. Termination shall be effective ten (10) days after notice is given to the University ~~(College)~~.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ 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 ~~(College)~~, 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 January 1, 2008, the sum of \$~~301,000~~,000.00; (b) if the Agreement is terminated between January 2, 2008 and January 1, 2009 inclusive, the sum of \$~~201,000~~,000.00; (c) if the Agreement is terminated between January 2, 2009 and January 1, 2010 inclusive, the sum of \$~~40750~~,000.00; (d) if the Agreement is terminated between January 2, 2010 and January 1, 2011 inclusive, the sum of \$500,000; (e) if the Agreement is terminated between January 2, 2011, and December 15, 2011 inclusive, the sum of \$500,000. 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 ~~(College)~~ 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 acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ 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 ~~(College)~~.

5.3.5 Except as ~~provide~~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.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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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 ~~(College)~~'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 ~~(College)~~ 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 ~~(College)~~'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 ~~(College)~~.

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

5.6- No Liability. The University ~~(College)~~ 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 ~~or reassignment~~ 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 ~~(College)~~ employees, if the University ~~(College)~~ suspends ~~or reassigns~~ 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 releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

ARTICLE 6

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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6.1 Board Approval. This Agreement shall not be effective until and unless approved of the University ~~(College)~~'s Board of ~~-(Regents or Trustees)-~~ 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 ~~(College)~~'s Board of ~~-(Regents or Trustees)-~~, 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 or Trustees)-~~ and University ~~(College)~~'s rules regarding financial exigency.

6.2 University ~~(College)~~ 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 ~~(College)~~ or developed by Coach on behalf of the University ~~(College)~~ or at the University ~~(College)~~'s direction or for the University ~~(College)~~'s use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University ~~(College)~~. 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 supplemental or other compensation shall not be binding upon the University ~~(College)~~.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty,

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University ~~(College)~~'s sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University ~~(College)~~ :: \_\_\_\_\_ Director of Athletics

\_\_\_\_\_  
\_\_\_\_\_

University of Idaho

P.O. Box 442302

Moscow, Idaho 83844-2302

with a copy to: \_\_\_\_\_ President

\_\_\_\_\_  
\_\_\_\_\_

University of Idaho

P.O. Box 443151

Moscow, ID 83844-3151

the Coach: \_\_\_\_\_ Robb Akey  
Last known address on file with  
University ~~(College)~~'s Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.



### ATTACHMENT 3

Model Contract Section	Contract Section	Modification/Justification for Modification
3.1.1 Regular Compensation	3.1.1 Regular Compensation	Added language that Coach will be eligible for University-wide changes in employee compensation as approved by Director and President.
3.2. Supplemental Compensation	3.2.1 Supplemental Compensation	Changed “and” to “or.” Coach will be entitled to supplemental compensation if he achieves either a conference championship or bowl game eligibility.
3.2 Supplemental Compensation	3.2.3 Supplemental Compensation	Added section allowing for supplemental compensation for Conference Coach of the Year designation.
3.2 Supplemental Compensation	3.2.4 Supplemental Compensation	Specified that decision regarding supplemental compensation for academic achievement and behavior of team members will be made within 30 days of the last day of fall semester. Added NCAA Academic Progress Rate (APR) as a factor.
3.2 Supplemental Compensation	3.2.5 Supplemental Compensation	Changed language to divide media payment into two separate payments, with Coach’s right to second payment vesting on date of Team’s last game. Added language stating that media payment is contingent on (1) academic achievement and behavior of Team members; (2) appropriate behavior by, and supervision of, all assistant coaches; and (3) Coach’s compliance with University’s financial stewardship policies.
5.1. Termination of Coach for Cause	5.1.2 Termination of Coach for Cause	Added language that within fifteen days of receiving notice of suspension, reassignment, or termination, Coach may request review of the decision by President. The request for review will not stay the effectiveness of the action, and review is at the President’s sole discretion.
5.3 Termination by Coach for Convenience	5.3.3 Termination by Coach for Convenience	Changed liquidated damages amount to \$1,000,000 for the first two years of the contract, \$750,000 for the next year, then \$500,000 for the final two years. Given the University’s current need for stability in the football program and other factors, these amounts are a reasonable estimate of the damages the University would incur if the coach terminated the agreement prematurely for convenience.

**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**

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**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.



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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

**SUBJECT**

A request by the University of Idaho for the approval of nineteen new positions

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures Section II.B.3

**REFERENCE**

November 2006	Request to establish additional advancement positions.
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**DISCUSSION**

The University of Idaho requests approval to create nineteen new positions in University Advancement supported by appropriated and non-appropriated funds: Administrative Assistant I, (two) Assistant Dean for Development, Associate Director of Gift Planning, Business Manager, (six) Development Coordinator, (four) Director of Development, Director of Annual Giving, Director of Donor Relations and Stewardship, Program Manager, and Proposal and Grant Writer.

We are now in the early stages of planning for a \$300 million campaign to seek and secure private gifts in four critical areas: faculty, students, programs and facilities. This will be the largest fundraising campaign ever attempted for any endeavor, public or private, in the state of Idaho. To successfully launch, sustain and complete a campaign of this magnitude will require a development infrastructure that we currently do not have. The positions we are seeking, together with the positions already existing, will create a fundraising enterprise more appropriate for a research university our size and, more importantly, will allow us to secure the resources we need to both move from “good to great” and to deliver on our promise of an unparalleled student experience.

Campaigns are useful tools in two ways. First, they create an important sense of urgency with donors. Second, they increase sustained annual giving. For example, private giving at the University of Idaho has averaged \$19 million annually over the past four years. We will need to double that amount to \$37.5 million in order to achieve our working campaign goal (\$300M). Following the campaign we will, if successful, sustain the annual fundraising goal at the increased “double” level (until the next campaign, at which time we will seek to increase and then sustain another “doubling”). Implementing this strategy requires an increased investment in infrastructure and “boots on the ground.” We anticipate this increased investment will be made with one-third university funds and two-thirds University of Idaho Foundation funds.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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

Requested development positions will be created in two specific areas: central operations and unit/colleges. Seven of the requested positions will be “central” and 12 will be “unit/college based.” This hybrid model allows us to have development professionals in the schools who intimately know the “strengths, weakness and needs” of the unit/college. It also allows us to have centrally based experts in annual fund, planned giving and corporate and foundation relations that can “serve” the unit/college development officers. All development personnel will be hired, trained, measured and managed centrally. Each development professional will have annual goals and expected outcomes:

- Development Coordinator -- \$500,000 annually, focusing on advisory board meetings, events and annual gifts from \$1,000 - \$24,999
- Development Director -- \$1 million annually, focusing on major gifts from \$25,000 to \$1 million.
- Assistant Dean, Development -- \$1.5 million annually focusing on principal gifts from \$250,000 and up.

This is an exciting time at the University of Idaho. Our ambitions and expectations for ourselves continue to rise and expand. Our commitment to providing our students with an unparalleled, life changing educational experience has never been stronger. We will not achieve these lofty goals without investment from the private sector and by extension investment in our development infrastructure.

**IMPACT**

The University will not seek new state funds for these positions. The financial impact for funding the additional positions will be absorbed in part through re-directed internal fund dollars at the University and through new revenues for development from the University of Idaho Foundation.

The anticipated financial impact is illustrated in Attachment 3 which shows gift income projections per position, Attachment 6 which sets out the projected Foundation contributions for fund raising operations and Attachment 8 which sets out projected Campaign Revenues per year.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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

**ATTACHMENTS**

Attachment 1 – Campaign Table	Page 13
Attachment 2 - Campaign Gift Pyramid	Page 14
Attachment 3 – Gift Income Projections by Position	Page 15
Attachment 4 – Development Staff Size Comparison Chart	Page 16
Attachment 5 – Alumni Participation Rates Comparison Chart	Page 17
Attachment 6 – Examples of Potential Fund Raising Options	Page 18
Attachment 7 – Campaign Chart by Need	Page 19-20
Attachment 8 – Projections and Goals	Page 21

**STAFF COMMENTS AND RECOMMENDATIONS**

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

**BOARD ACTION**

A motion to approve the request by the University of Idaho to establish nineteen new positions in University Advancement supported by appropriated and non-appropriated funds, as identified in the following pages: Administrative Assistant I; (two) Assistant Dean for Development; Associate Director of Gift Planning; Business Manager; (six) Development Coordinators; (four) Director of Development; Director of Annual Giving; Director of Donor Relations and Stewardship; Program Manager, and Proposal and Grant Writer.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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

Position Title	Administrative Assistant I
Type of Position	Classified
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$25,001.60
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for providing clerical support
Justification	New position

Position Title	Assistant Dean for Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$70,012.80
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Agricultural and Life Sciences
Duties	Manages the college/unit development effort and carries a portfolio of major gift prospects in the \$250k + range. Responsible for raising \$1.5M annually.
Justification	New position

Position Title	Assistant Dean for Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$70,012.80
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Engineering
Duties	Manages the college/unit development effort and carries a portfolio of major gift prospects in the \$250k + range. Responsible for raising \$1.5M annually.
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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

Position Title	Associate Director of Gift Planning
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$52,000.00
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	The gift planning office works with estate gifts, trusts and annuities. The Associate Director works with a portfolio of planned giving prospects.
Justification	New position

Position Title	Business manager
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$52,000.00
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for maintaining fiscal integrity and human resource productivity
Justification	New position

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Ag and Life Sciences
Duties	Coordinates the annual fund activities at the college/unit level; coordinates advisory board activities and development events. Carries a portfolio of prospects in the \$1k+ range and is responsible for raising \$500k annually.
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21 - 22, 2007**

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

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Engineering
Duties	Coordinates the annual fund activities at the college/unit level; coordinates advisory board activities and development events. Carries a portfolio of prospects in the \$1k+ range and is responsible for raising \$500k annually.
Justification	New position
Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Law
Duties	Coordinates the annual fund activities at the college/unit level; coordinates advisory board activities and development events. Carries a portfolio of prospects in the \$1k+ range and is responsible for raising \$500k annually.
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21 - 22, 2007**

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

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Letters, Arts and Social Sciences
Duties	Coordinates the annual fund activities at the college/unit level; coordinates advisory board activities and development events. Carries a portfolio of prospects in the \$1k+ range and is responsible for raising \$500k annually.
Justification	New position

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Natural Resources
Duties	Coordinates the annual fund activities at the college/unit level; coordinates advisory board activities and development events. Carries a portfolio of prospects in the \$1k+ range and is responsible for raising \$500k annually.
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21 - 22, 2007**

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

Position Title	Development Coordinator
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$50,003.20
Funding Source	Appropriated Funds
Area/Department of Assignment	Advancement/College of Science
Duties	Coordinates the annual fund activities at the college/unit level; coordinates advisory board activities and development events. Carries a portfolio of prospects in the \$1k+ range and is responsible for raising \$500k annually.
Justification	New position

Position Title	Director of Annual Giving
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for crafting and implementing a vibrant and successful university-wide annual giving program utilizing both telephone and mail vehicles.
Justification	New position



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

---

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

Position Title	Director of Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Appropriated funds
Area/Department of Assignment	Advancement/College of Art & Architecture
Duties	Carries a portfolio of major gift prospects in the \$25k+ range and is responsible for raising \$1M annually.
Justification	New position

Position Title	Director of Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Appropriated funds
Area/Department of Assignment	Advancement/College of Athletics
Duties	Carries a portfolio of major gift prospects in the \$25k+ range and is responsible for raising \$1M annually.
Justification	New position

Position Title	Director of Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Appropriated funds
Area/Department of Assignment	Advancement/College of Business and Economics
Duties	Carries a portfolio of major gift prospects in the \$25k+ range and is responsible for raising \$1M annually.
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21 - 22, 2007**

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

Position Title	Director of Development
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Appropriated funds
Area/Department of Assignment	Advancement/Student Affairs
Duties	Carries a portfolio of major gift prospects in the \$25k+ range and is responsible for raising \$1M annually.
Justification	New position
Position Title	Director of Donor Relations and Stewardship
Type of Position	NFE
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$60,008.00
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for developing and implementing a university-wide donor relations and stewardship program that will focus on events, publications, gift and endowment reporting, presidential activities and more.
Justification	New position
Position Title	Program Manager
Type of Position	Classified
FTE	1.0 (2080 hours/year)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$30,014.40
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for coordinating and implementing activities related to the annual giving program
Justification	New position

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21 - 22, 2007**

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

Position Title	Proposal and Grant Writer
Type of Position	Classified
FTE	.5 (1040 hours)
Term of Appointment	12 month
Effective Date	January 1, 2007
Salary Range	\$16,005.60
Funding Source	Non-appropriated funds
Area/Department of Assignment	Advancement
Duties	Responsible for research and preparation of major grant applications and funding proposals
Justification	New position

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# Attachment 1

## Campaign Table

College/unit	Campaign Goal	Annual Goal
Agricultural and Life Sciences	\$30M	\$3.75M
Art and Architecture	\$5M	\$625K
Athletics	\$50M	\$6.25M
Business and Economics	\$25M	\$3.125M
Education	\$7M	\$875K
Engineering	\$30M	\$3.75M
Law	\$13M	\$1.625M
Letters, Arts, and Social Sciences	\$15M	\$1.875M
Natural Resources	\$13M	\$1.625M
Science	\$12M	\$1.5M
University	\$100M	\$12.5M
Total	\$ 300 Million	

# Attachment 2

## Campaign Gift Pyramid

<b>Gift Range</b>	<b># Gifts</b>	<b>Range Total</b>	<b># Prospects</b>	<b>Cumulative Total</b>	<b>Averages</b>
\$30,000,000	1	\$30,000,000	3-5	30,000,000	
\$25,000,000	1	\$25,000,000	3-5	\$55,000,000	
\$20,000,000	1	\$20,000,000	3-5	\$75,000,000	
\$10,000,000	3	\$30,000,000	9 – 15	\$105,000,000	
\$5,000,000	6	\$30,000,000	18-30	\$135,000,000	
<b>Sum Principal</b>	<b>12</b>		<b>36 - 60</b>		<b>\$17M/year</b>
					<b>1-2 gifts /year</b>
\$1,000,000+	20	\$20,000,000	60 - 100	\$155,000,000	3/year
\$750,000	20	\$15,000,000	60 – 100	\$170,000,000	3/year
500,000	30	\$15,000,000	90 – 150	\$185,000,000	4/year
250,000	40	\$10,000,000	120 – 200	\$195,000,000	5/year
100,000	200	\$20,000,000	600 – 1,000	\$210,000,000	25/year
50,000+	300	\$15,000,000	900 – 1,500	\$225,000,000	38/year
25,000	600	\$15,000,000	1,800 – 3,000	\$240,000,000	75/year
<b>Sum Major</b>	<b>1,210</b>		<b>3,630 – 6,060</b>	<b>\$105,000,000</b>	<b>\$13M/year</b>
					153 gifts/year
Under \$25K	Many	\$60,000,000	Many	\$300,000,000	
<b>Sum Annual</b>					<b>\$7.5M/year</b>

# Attachment 3

Title	#	Annual Goal	Total
<b>College-unit</b>			
Assistant Dean, Development	4	\$1.5 Million	\$6 Million
Director of Development	11	\$1 Million	\$11 Million
Development coordinator	8	\$500,000	\$4 Million
<b>Regional</b>			
Director of Development	4	\$1 Million	\$4 Million
<b>Total</b>	<b>27</b>		<b>\$25 Million</b>

12 of the 27 are new positions

## Others Sources of Major Gifts

Source	Avg. Annual Goal	#
Bequests/Trusts/Annuities	\$11.25 Million	2
Corp/Foundations	\$3.75 Million	2
Annual Fund	\$3.75 Million	3
<b>Total</b>	<b>\$18.75 Million</b>	<b>7</b>

4 of the 7 are new positions

## Administration

Management	7
Information Technology	5
Donor Relations	3
Research	2
Admin	4
<b>Total</b>	<b>21</b>

3 of the 21 are new positions

**Steady state: 55 total personnel generating an average annual goal of \$37.5 Million (\$300 Million over eight years).**

# Attachment 4

## *Development Staff Sizes: Idaho and Peer Universities FY2006 - 2007*

	Major Giving	Planned Giving	Annual Giving	Donor Relations/ Stewardship	Prospect Development	Other Development Staff	Total Staff*	Total Gifts FY 2002 – 06 Average
Idaho	16	1	5	2	2	10	36	\$24.4M
Colorado State	21	1	2	2	2	5	33	\$33.8M
Iowa State	27	3	8	11	5	22	76	\$52.1M
Kansas State	27	5	3	9	3	28	75	\$45.2M
Michigan State	47	5	6	7	5	68	138	\$118.5M
New Mexico State	15	1	4	4	2	17	43	\$33.2M
Oklahoma State	30	2	6	8	4	30	80	\$33.3M
Oregon State	25	1	5	12	6	36	85	\$35.2M
Arizona	54	3	5	6	6	65	139	\$126.4M
Arkansas	31	4	7	10	4	31	87	\$140.7M
Nevada, Reno	18	2	3	7	3	16	49	\$22.5M
Wyoming	26	1	4	1	2	22	56	\$21.8M
Utah State	24	0	2	3	2	12	43	\$18.8m
Washington State	51	5	6	7	4	42	115	\$47.0M

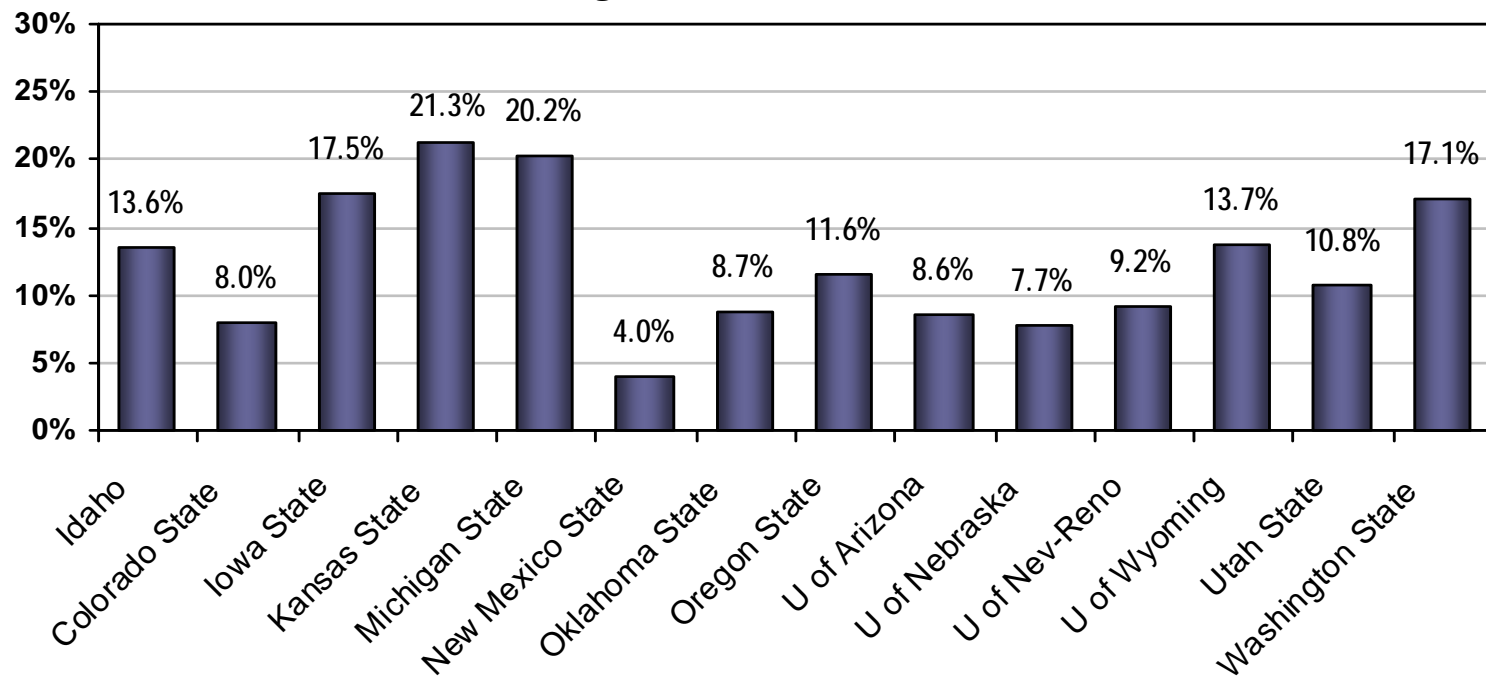
\* Professional staff

Source: Staff Rosters on universities' website and CASE Directory; Voluntary Support of Education/CAE Reports



# Attachment 5

*Alumni Participation Rates for Idaho and Peers: Five-Year Averages (FY2002–FY2006)*



Source: Voluntary Support of Education/CAE Reports

# Attachment 6

Page 1

## Examples of Potential Funding Options

Fiscal Year	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
<b>Example - Option A</b>							
3% fee on gifts in the door	\$483,900	\$634,800	\$797,700	\$875,700	\$1,016,700	\$1,059,600	\$1,122,300
50 bp fee on new language endowments	579,869	645,466	731,489	829,447	944,610	1,067,864	1,200,390
5% fee on matured gift arrangements	93,129	102,540	113,114	122,367	132,802	141,933	151,092
Additional 7% fee on annual gifts	392,000	504,000	560,000	560,000	616,000	616,000	644,000
	\$1,548,897	\$1,886,806	\$2,202,303	\$2,387,514	\$2,710,112	\$2,885,396	\$3,117,782
<b>Example - Option B</b>							
3% fee on gifts in the door except endowments	240,900	319,500	368,700	386,700	437,700	447,600	471,300
25 bp fee on new language endowments	290,594	324,134	367,987	417,937	476,635	539,551	607,290
5% fee on matured gift arrangements	93,129	102,540	113,114	122,367	132,802	141,933	151,092
Additional 7% fee on annual gifts	392,000	504,000	560,000	560,000	616,000	616,000	644,000
Cash mgmt on gifts in Fdn accounts until spent by UI	325,000	325,000	325,000	325,000	325,000	325,000	325,000
Hold endowment gifts for 1 year - cash mgmt	405,000	525,500	715,000	815,000	965,000	1,020,000	1,085,000
	\$1,746,622	\$2,100,674	\$2,449,801	\$2,627,004	\$2,953,137	\$3,090,084	\$3,283,681
<b>Example - Option C</b>							
5% fee on gifts in the door except endowments	401,500	532,500	614,500	644,500	729,500	746,000	785,500
25bp fee on endowment raised with new rules	34,344	61,477	98,764	141,983	193,783	249,628	310,118
5% fee on matured gift arrangements	93,129	102,540	113,114	122,367	132,802	141,933	151,092
Additional 7% fee on annual gifts	392,000	504,000	560,000	560,000	616,000	616,000	644,000
Cash mgmt on gifts in Fdn accounts until spent by UI	325,000	325,000	325,000	325,000	325,000	325,000	325,000
Hold endowment gifts for 1 year - cash mgmt	405,000	525,500	715,000	815,000	965,000	1,020,000	1,085,000
	\$1,650,972	\$2,051,018	\$2,426,379	\$2,608,850	\$2,962,085	\$3,098,560	\$3,300,710

# Attachment 7

## University Advancement Projected Expenditures vs Funding - Draft 1 - January 17, 2007

	FY2007	FY2008	FY2009	FY2010	FY2011	FY2012	FY2013	FY2014
<b>Projected Expenditures</b>			2.5% inflation	2.5% inflation	2.5% inflation	2.5% inflation	2.5% inflation	2.5% inflation
	<b>Current levels</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Maintenance</b>	<b>Maintenance</b>	<b>Maintenance</b>	<b>Maintenance</b>	<b>Maintenance</b>
Staff salaries	\$1,042,814	\$1,578,520	\$2,279,108	\$2,336,086	\$2,394,488	\$2,454,350	\$2,515,709	\$2,578,602
Fringe Benefits	382,215	568,403	810,794	831,064	851,840	873,136	894,965	917,339
Operating and Capital Expenses	932,701	1,010,253	1,495,095	1,532,472	1,570,784	1,610,054	1,650,305	1,691,563
<b>TOTAL</b>	<b>\$2,357,730</b>	<b>\$3,157,176</b>	<b>\$4,584,997</b>	<b>\$4,699,622</b>	<b>\$4,817,112</b>	<b>\$4,937,540</b>	<b>\$5,060,979</b>	<b>\$5,187,503</b>
<b>Projected Revenues</b>								
<b>Example - Option A</b>								
University Funding	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730
3% fee on gifts in the door	0	483,900	634,800	797,700	875,700	1,016,700	1,059,600	1,122,300
50 bp fee on new language endowments	0	579,869	645,466	731,489	829,447	944,610	1,067,864	1,200,390
5% fee on matured gift arrangements	0	93,129	102,540	113,114	122,367	132,802	141,933	151,092
Additional 7% fee on annual gifts	0	392,000	504,000	560,000	560,000	616,000	616,000	644,000
<b>TOTAL</b>	<b>\$2,357,730</b>	<b>\$3,906,627</b>	<b>\$4,244,536</b>	<b>\$4,560,033</b>	<b>\$4,745,244</b>	<b>\$5,067,842</b>	<b>\$5,243,126</b>	<b>\$5,475,512</b>
<b>Example - Option B</b>								
University Funding	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730
3% fee on gifts in the door except endowments	0	240,900	319,500	368,700	386,700	437,700	447,600	471,300
25 bp fee on new language endowments	0	290,594	324,134	367,987	417,937	476,635	539,551	607,290
5% fee on matured gift arrangements	0	93,129	102,540	113,114	122,367	132,802	141,933	151,092
Additional 7% fee on annual gifts	0	392,000	504,000	560,000	560,000	616,000	616,000	644,000
Cash mgmt on gifts in Fdn accounts until spent by UI	0	325,000	325,000	325,000	325,000	325,000	325,000	325,000
Hold endowment gifts for 1 year - cash mgmt	0	405,000	525,500	715,000	815,000	965,000	1,020,000	1,085,000
<b>TOTAL</b>	<b>\$2,357,730</b>	<b>\$4,104,352</b>	<b>\$4,458,404</b>	<b>\$4,807,531</b>	<b>\$4,984,734</b>	<b>\$5,310,867</b>	<b>\$5,447,814</b>	<b>\$5,641,411</b>
<b>Example - Option C</b>								
University Funding	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730	\$2,357,730
5% fee on gifts in the door except endowments	0	401,500	532,500	614,500	644,500	729,500	746,000	785,500

# Attachment 7

**Campaign Chart by Need - Draft**

<b>College</b>	<b>Faculty</b>	<b>Students</b>	<b>Programs</b>	<b>Facilities</b>	<b>Total</b>
Agricultural and Life Sciences	\$8M	\$3M	\$12	\$7M	\$30M
Art & Architecture	\$2M	\$1M	\$1M	\$1M	\$5M
Athletics	--	\$15M (vsf)	\$5M	\$30M	\$50M
Business and Economics	\$12M	\$3M	\$9M	\$1M	\$25M
Education	\$4M	\$1M	\$2M	---	\$7M
Engineering	\$10M	\$2M	\$5M	\$13M	\$30M
Law	\$2M	\$2M	\$1M	\$8M	\$13M
Letters, Arts, and Social Sciences	\$5M	\$2M	\$7M	\$1M	\$15M
Natural Resources	\$5M	\$2M	\$1M	\$5M	\$13M
Science	\$6M	\$2M	\$3M	\$1M	\$12M
University	\$20M	\$20M	\$10M	\$50M	\$100M
<b>Total</b>	<b>\$74M</b>	<b>\$53M</b>	<b>\$56M</b>	<b>\$117M</b>	<b>\$300M</b>

# Attachment 8

## Projected Sources of Funds

Major Gifts	40%	\$120 Million
Bequests/Trusts/Annuities	30%	\$90 Million
Corp./Foundations	10%	\$30 Million
Annual Fund	20%	\$60 Million
<b>Total</b>	<b>100%</b>	<b>\$300 Million</b>

## Annual Campaign Goals

<b>2006-07</b>	<b>2007-08</b>	<b>2008-9</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
\$22 Million	\$28 Million	\$36 Million	\$40 Million	\$40 Million	\$44 Million	\$44 Million	\$46 Million

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**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

**Subsection: B. Appointment Authority and Procedures**

January 2005

**3. Specifically Reserved Board Authority**

(Note: This is not an exclusive or exhaustive list and other reservations of Board authority may be found in other areas of these policies and procedures.) Board approval is required for the following:

a. Position Authorizations

(1) Any permanent new position (including any reactivated position that requires a new “set-up” action), regardless of funding source, requires Board approval.

Agenda Item Format: Requests for new position authorizations must include the following information:

- (a) position title;
- (b) type of position;
- (c) FTE
- (d) Term of appointment;
- (e) Effective date;
- (f) approximate salary range;
- (g) funding source;
- (h) area or department of assignment;
- (i) a description of the duties and responsibilities of the position; and
- (j) a complete justification for the position

(2) Any permanent position being deleted. The affected position should be identified by type, title, salary, area or department of assignment, and funding source.

- b. The initial appointment of all employees to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary.
- c. The employment agreement of any head coach or athletic director (at the institutions only) longer than one year, and all amendments thereto.
- d. The criteria established by the institutions for initial appointment to faculty rank and for promotion in rank, as well as any additional faculty ranks and criteria as may be established by an institution other than those provided for in these

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21 - 22, 2007**

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policies (see subsection G.) Any exceptions to the approved criteria also require Board approval.

The procedures established for periodic performance review of tenured faculty members. (see subsection G.)



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA**  
**IDAHO SCHOOL FOR THE DEAF AND BLIND**

**SUBJECT**

Executive appointment of a Director to the Idaho School for the Deaf and Blind (ISDB).

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND**

Appointment of new Director for the ISDB.

**DISCUSSION**

A request to appoint Mary Dunne as Director of ISDB (1.0 FTE), supported by appropriated funds.

**IMPACT**

Having this position filled will allow ISDB to maintain operations. The annual salary for this position will be \$73,000 plus regular state benefits.

**STAFF COMMENTS AND RECOMMENDATIONS**

The request has been reviewed by staff for consistency with Board policy.

Staff recommends approval.

**BOARD ACTION**

A motion to provide Board approval of the appointment of Mary Dunne as the Director of the Idaho School for the Deaf and Blind (1.0 FTE), at an annual salary of \$73,000.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 21-22, 2007**

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**INSTITUTION / AGENCY AGENDA  
IDAHO SCHOOL FOR THE DEAF AND BLIND - continued**

Name of Appointee:	Mary Dunne
Position title:	Director
Type of Position:	Non-classified
FTE:	1.00
Term of Appointment:	At will
Effective Date:	February 7, 2007
Salary Range:	\$ 73,000
Funding Source:	General Funds
Area/Department of Assignment:	Idaho State School for the Deaf and the Blind (ISDB)
Duties and Responsibilities:	Directs all operations and activities at the ISDB
Justification:	This key position at ISDB became vacant during early February 2007.

**REFERENCE – APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education

**GOVERNING POLICIES AND PROCEDURES**

**SECTION: II. HUMAN RESOURCES POLICIES AND PROCEDURES**

**Subsection: B. Appointment Authority and Procedures**

January 2005

**3. Specifically Reserved Board Authority**

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**a. Position Authorizations**

(1) Any permanent new position (including any reactivated position that requires a new “set-up” action), regardless of funding source, requires Board approval.

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- (a) position title;
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- (c) FTE
- (d) Term of appointment;
- (e) Effective date;
- (f) approximate salary range;
- (g) funding source;
- (h) area or department of assignment;
- (i) a description of the duties and responsibilities of the position; and
- (j) a complete justification for the position

(2) Any permanent position being deleted. The affected position should be identified by type, title, salary, area or department of assignment, and funding source.

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