

**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 9-10, 2008**

TAB	DESCRIPTION	ACTION
1	BOISE STATE UNIVERSITY Employment Contract – Director of Athletics	Motion to approve
2	UNIVERSITY OF IDAHO Employment Contract – Co-Head Track & Field Coach	Motion to approve

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 9-10, 2008

BOISE STATE UNIVERSITY

SUBJECT

Addendum to the employment contract for Director of Athletics Gene Bleymaier

REFERENCE

June 2003	Board approved first addendum to athletic director's employment contract
December 2005	Board approved second addendum to athletic director's employment contract

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND / DISCUSSION

In July 2005 the University received Board approval of a second addendum to the employment contract for Director of Athletics Gene Bleymaier. If approved this agreement will replace that addendum and be in effect until 2013.

IMPACT

Addendum three provides for increases in performance incentives for overall performance, academic performance, conference championships and appearances, top 25 finishes, and BCS appearances. The revised terms of each performance incentive can be seen in the attached redline addendum. The addendum also reflects annual raises to the Athletic Director's base salary since 2005 totaling \$46,115 (\$18,200 appropriated/\$27,915 athletic department funds).

ATTACHMENTS

Attachment 1 - Addendum Three	Page 3
Attachment 2 - Redline Addendum	Page 7

STAFF AND COMMENTS AND RECOMMENDATIONS

The FY 2008 salary is \$258,336, and this addendum includes a 3% increase for FY 2009 to \$266,115. The total amount of cumulative incentives allowed in section 7 increased from 25% to 40% of Salary including the following expectations:

	<u>Current</u> <u>Agreement</u>	<u>Proposed</u> <u>Agreement</u>
Conference Championship	\$10,000	1 month's salary
NCAA Sweet Sixteen	5,000	1 month's salary
NIT Third Round	3,000	1 month's salary

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 9-10, 2008

One month's salary would be over \$22,000 in the proposed addendum. Staff takes no position.

BOARD ACTION

A motion to approve Boise State University's request to enter into Addendum Three to Employment Contract with Director of Athletics Gene Bleymaier.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

**THIRD ADDENDUM TO EMPLOYMENT
CONTRACT FOR GENE BLEYMAIER**

This document is intended to supplement the Employment Contract for Gene Bleymaier by Boise State University and replaces the "SECOND ADDENDUM TO EMPLOYMENT CONTRACT" that was effective July 1, 2005. The following terms are considered a part of the Employment Contract and are incorporated therein by reference, with all other provisions of the Employment Contract not addressed herein remaining unchanged. The additional terms are as follows:

1. Term. This is a five (5) year contract. The five (5) years will expire on June 30, 2013.
2. Salary. The total salary of \$266,115 for each year of this contract is broken down as follows:
 - A. \$125,000 Appropriated Funds *
 - B. \$141,115 Athletic Department Non-State Funds*; from the following sources:
 - Foundation/BAA General Contribution Funds
 - Media Contract Funds
- * Any raises given over the life of this contract may increase this figure. Provided, however, that any such raises are at the sole discretion of the President of Boise State University and may be subject to the approval of the State Board of Education.
3. All funds provided for in section 2 of this addendum shall be paid through the University's normal bi-weekly payroll with the applicable withholdings as required by law and applicable deductions as directed by Mr. Bleymaier.
4. Mr. Bleymaier is entitled to the use of a courtesy car through the athletic department tradeout program, if available, for his business use.
5. The University shall provide Mr. Bleymaier with a country club membership during the term of this contract.
6. Additional Expectations:
 - A. Role of Athletic Director: Mr. Bleymaier is expected to devote himself fulltime to the effective management of the Athletic Department. Duties and responsibilities will be those customarily associated with the position of an athletic director at a Division 1-A university.

- B. Mr. Bleymaier agrees to supervise and manage his department to insure, to the maximum extent possible, that all staff follow applicable University policies, State Board of Education policies, NCAA, and applicable conference rules and regulations at all times.
 - C. Manage departmental fiscal areas consistent with State Board of Education policies and the policies of Boise State University.
 - D. Maintain student athlete graduations within six (6) years at a rate equal to or better than the general BSU student body.
7. Incentives. The following annual incentives are available to Mr. Bleymaier conditioned upon the successful completion of the Additional Expectations enumerated above, conditioned upon compliance with all terms of the Employment Contract, and conditioned upon his continued employment to the July following the year the incentive criteria was met. Further, all funds provided for in this section 7 shall be paid in one lump sum through the University's payroll system with the applicable withholdings as required by law and applicable deductions as directed by Mr. Bleymaier. All the below amounts in this section 7 are cumulative. Provided, however, that the total amount paid in these section 7 incentives in any one year cannot exceed 40% of the Salary set forth in section 2 above.

A. Overall Departmental Performance:

NACDA Director's Cup National Sports Award:

Top 25	= \$20,000
Top 50	= \$15,000
Top 100	= \$10,000
Top 150	= \$7,500

- B. Academic Performance: As long as the annual departmental average NCAA APR scores meet the following levels, the following applicable incentive payments will be paid by the University:

<u>Department APR Score</u>	<u>Incentive pay</u>
940-944	\$7,500
945-949	\$10,000
950-954	\$12,500
955-959	\$15,000
960-964	\$17,500
965-969	\$20,000
970 or above	\$22,500

C. Conference Championships:

Football	one month's base salary
Basketball (Men or Women)	one month's base salary
All other sports	\$5,000 (per sport)

D. If Not Conference Champions:

Football Bowl Appearance	\$10,000
NCAA Basketball Tournament Appearance (Men or Women)	\$10,000
NIT Basketball Tournament Appearance (Men or Women)	\$ 5,000

E. NCAA or NIT Basketball Tournament Finish (Men or Women):

NCAA "Sweet Sixteen" or Higher	one month's base salary
NIT Third Round or Higher	one month's base salary

F. Top 25 National Finish by Any Sport Team: \$5,000/team

G. Conference Commissioner's Cup Standings

1 st Place	\$15,000
2 nd Place	\$12,500
3 rd Place	\$10,000
4 th Place	\$ 7,500

8. BCS Game Incentive. If the football team appears in a BCS football bowl game, the University shall pay Mr. Bleymaier an additional incentive pay of one month's base salary. In such case, the incentive payment for a football bowl appearance in section 7.D. shall not be paid to Mr. Bleymaier. This incentive payment shall be paid in one lump sum through the University's payroll system with the applicable withholdings as required by law and applicable deductions as directed by Mr. Bleymaier.
9. Scheduling Incentive. If the football team plays regular season games against a minimum of two teams from BCS conferences in one season, then the University shall pay the sum of \$20,000 to Mr. Bleymaier as additional incentive pay. The BCS conferences as used herein shall mean the teams from the PAC 10, Big 10, Big 12, Big East, SEC and ACC conferences. If the team from the BCS conference is ranked in the top 25 in either the Associated Press or the Coaches' national poll at the time of the game with Boise State, the University shall pay Mr. Bleymaier an additional \$5,000.

MR. BLEYMAIER

BOISE STATE UNIVERSITY

Gene Bleymaier

Robert W. Kustra, President

Date: _____

Date: _____

Approved by the State Board of Education on the ____ day of _____, 2008.

SECOND~~THIRD~~ ADDENDUM TO EMPLOYMENT**CONTRACT FOR GENE BLEYMAIER**

This document is intended to supplement the Employment Contract for Gene Bleymaier by Boise State University, ~~dated _____, 2005~~ and replaces the "~~SECOND~~ ADDENDUM TO EMPLOYMENT CONTRACT" that was effective July 1, ~~2003-2005~~. The following terms are considered a part of the Employment Contract and are incorporated therein by reference, with all other provisions of the Employment Contract not addressed herein remaining unchanged. The additional terms are as follows:

1. Term. This is a five (5) year contract. The five (5) years will expire on June 30, ~~2010~~2013.
2. Salary. The total salary of ~~\$220,000~~ \$266,115 for ~~the~~ each year of this contract is broken down as follows:
 - A. ~~\$106,800~~ \$125,000 Appropriated Funds *
 - B. ~~\$113,200~~ \$141,115 Athletics Department Non-State Funds*; from the following sources:
 - Foundation/BAA General Contribution Funds
 - Media Contract Funds
- * Any raises given over the life of this contract may increase this figure. Provided, however, that any such raises are at the sole discretion of the President of Boise State University and may be subject to the approval of the State Board of Education.
3. All funds provided for in section 2 of this addendum shall be paid through the University's normal bi-weekly payroll with the applicable withholdings as required by law and applicable deductions as directed by Mr. Bleymaier.
4. Mr. Bleymaier is entitled to the use of a courtesy car through the athletic department tradeout program, if available, for his business use.
5. The University shall provide Mr. Bleymaier with a country club membership during the term of this contract.
6. Additional Expectations:
 - A. Role of Athletic Director: Mr. Bleymaier is expected to devote himself fulltime to the effective management of the Athletic Department. Duties and responsibilities will be those customarily associated with the position of an athletic director at a Division 1-A university.

- B. Mr. Bleymaier agrees to supervise and manage his department to insure, to the maximum extent possible, that all staff follow applicable University policies, State Board of Education policies, NCAA, and applicable conference rules and regulations at all times.
- C. Manage departmental fiscal areas consistent with State Board of Education policies and the policies of Boise State University.
- D. Maintain student athlete graduations within six (6) years at a rate equal to or better than the general BSU student body.
7. Incentives. The following annual incentives are available to Mr. Bleymaier conditioned upon the successful completion of the Additional Expectations enumerated above, conditioned upon compliance with all terms of the Employment Contract, and conditioned upon his continued employment to the July following the year the incentive criteria was met. Further, all funds provided for in this section 7 shall be paid in one lump sum through the University's payroll system with the applicable withholdings as required by law and applicable deductions as directed by Mr. Bleymaier. All the below amounts in this section 7 are cumulative. Provided, however, that the total amount paid in these section 7 incentives in any one year cannot exceed ~~25~~40% of the Salary set forth in section 2 above.

A. Overall Departmental Performance:

NACDA Director's Cup National Sports Award:

Top 25	= \$ 12,500 <u>20,000</u>
Top 50	= \$ 10 <u>15</u> ,000
Top 100	= \$ 7,500 <u>10,000</u>
Top 150	= \$ 5,000 <u>7,500</u>

~~B.~~ Academic Performance:

- ~~1. For the first two years of this agreement (ending June 30, 2006 and June 30, 2007), as long as the athletic department meets the NCAA Academic Progress Report (APR) minimum goal of 925, and if student athletes' graduation rate exceeds the general student body's rate by the following rates, then the following incentives will be earned:~~

<u>Graduation rates</u>	<u>Incentive pay</u>
5%	\$1,500
10%	\$3,000
15%	\$4,500
20%	\$6,000
25%	\$7,500

~~2.B. For the remaining three years of this agreement (ending June 30, 2008, June 30, 2009 and June 30, 2010) the following NCAA APR scores shall be used to determine the applicable incentives: As long as the annual departmental average NCAA APR scores meet the following levels, the following applicable incentive payments will be paid by the University:~~

<u>Department APR Score</u>	<u>Incentive pay</u>
940-944	\$5,000 <u>7,500</u>
945-949	\$6,500 <u>10,000</u>
950-954	\$8,000 <u>12,500</u>
955-959	\$9,500 <u>15,000</u>
960-964	\$11,000 <u>17,500</u>
965-969	\$12,500 <u>20,000</u>
970 or above	\$15,000 <u>22,500</u>

C. Conference Championships:

Football	\$10,000 <u>one month's base salary</u>
Basketball (Men or Women)	\$10,000 <u>one month's base salary</u>
All other sports	\$25,000 (per sport)

D. If Not Conference Champions:

Football Bowl Appearance	\$7,500 <u>\$10,000</u>
NCAA Basketball Tournament Appearance (Men or Women)	\$7,500 <u>\$10,000</u>
NIT Basketball Tournament Appearance (Men or Women)	\$3 <u>\$5,000</u>

E. NCAA or NIT Basketball Tournament Finish (Men or Women):

NCAA "Sweet Sixteen" or Higher	\$5,000 <u>one month's base salary</u>
NIT Third Round or Higher	\$3,000 <u>one month's base salary</u>

F. Top 25 National Finish by Any Sport Team: ~~\$2,500~~5,000/team

G. Conference Commissioner's Cup Standings

<u>1st Place</u>	<u>\$15,000</u>
<u>2nd Place</u>	<u>\$12,500</u>
<u>3rd Place</u>	<u>\$10,000</u>
<u>4th Place</u>	<u>\$7,500</u>

8. BCS Game Incentive. If the football team appears in a BCS football bowl game, the University shall pay Mr. Bleymaier an additional incentive pay of one month's base salary. In such case, the incentive payment for a football bowl appearance in section 7.D. shall not be paid to Mr. Bleymaier. This incentive payment shall be paid in one lump sum through the University's payroll system with the applicable withholdings as required by law and applicable deductions as directed by Mr. Bleymaier.
9. Scheduling Incentive. If the football team plays regular season games against a minimum of two teams from BCS conferences in one season, then the University shall pay the sum of \$20,000 to Mr. Bleymaier as additional incentive pay. The BCS conferences as used herein shall mean the teams from the PAC 10, Big 10, Big 12, Big East, SEC and ACC conferences. If the team from the BCS conference is ranked in the top 25 in either the Associated Press or the Coaches' national poll at the time of the game with Boise State, the University shall pay Mr. Bleymaier an additional \$5,000.

MR. BLEYMAIER

BOISE STATE UNIVERSITY

Gene Bleymaier

Robert W. Kustra, President

Date: _____

Date: _____

Approved by the State Board of Education on the _____ day of _____, 2008.

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 9-10, 2008

UNIVERSITY OF IDAHO

SUBJECT

The University of Idaho requests approval for extension of the employment contract for co-head track and field coach Carla “Yogi” Teevens.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND / DISCUSSION

The University of Idaho has extended, subject to Board approval, the employment contract for co-head track and field coach Carla “Yogi” Teevens. 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 three years, commencing on August 1, 2008, and terminating on July 31, 2011.

The annual base salary is \$53,643.20 per year with such salary increases as may be determined appropriate by the Director and President and approved by the University’s Board of Regents.

There are the following incentive/supplemental compensation provisions:

- Conference champions or co-champion = \$1,000 for each champion or co-champion team
- Top 20 national ranking at season end = \$1,000 for each ranked team
- Individual National Champion in intercollegiate track and field and cross country = \$500 for each individual champion
- Academic achievement and behavior of team = \$250 - \$450 per team based on national rank within the sport
- Conference Coach of the Year or Conference Co-Coach of the year = \$1000 for each award

ATTACHMENTS

Attachment 1 – Employment Contract	Page 3
Attachment 2 – Contract – Redline Version	Page 15
Attachment 3 – Contract Comparison Matrix	Page 31

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 9-10, 2008

BOARD ACTION

A motion to approve the University of Idaho's employment contract with co-head track and field coach Carla "Yogi" Teevens as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Carla “Yogi” Teevens (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the co-head coach of its intercollegiate track and field and cross country teams (Teams). 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 Teams 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 Teams, 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 3.2.5 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years, commencing on August 1, 2008, and terminating, without further notice to Coach, on July 31, 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 \$53,643.20 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 Regents;
- 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.

3.2. Supplemental Compensation

3.2.1. Each year one of the Teams is the conference champion or co-champion and if Coach continues to be employed as University's co-head coach of its intercollegiate track and field and cross country teams as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000 during the fiscal year in which the championship is achieved. If more than one Team is the conference champion or co-champion, the amount of supplemental compensation will be \$1,000 for each conference champion or co-champion. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year one of the teams finishes in the top 20 in the NCAA championships and if Coach continues to be employed as University's co-head coach of its intercollegiate track and field and cross country teams as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000. If more than one Team places in the Top 20 at the NCAA championships, the Coach will earn supplemental compensation of \$1,000 for each Top 20 finish. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. For each individual National Champion in intercollegiate track and field and cross country and if Coach continues to be employed as University's co-head coach of its intercollegiate track and field and cross country teams as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$500 for each individual champion.

3.2.4. Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members if either Team's cumulative APR ranks nationally within the applicable sport at the 50th percentile or higher as follows:

National rank within sport
50th - 60th % = \$250 per team
60th - 70th % = \$300 per team
70th – 80th % = \$400 per team
80th % or above = \$450 per team

Any such supplemental compensation paid to Coach shall be accompanied with a 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. Each year Coach is named Conference Coach of the Year or Conference Co-Coach of the year, and if Coach continues to be employed as University's co-head track and field and cross country coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$1,000. If the Coach is named Conference Coach of the Year or Conference Co-Coach of the year for both the men's and women's track and field and cross country teams, Coach will receive \$1,000 for each award. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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 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 Nike 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 Nike products' design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, 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 co-head coach of track and field and cross country. In order to avoid entering into an agreement with a competitor of Nike, 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 Nike, and will not participate in any messages or promotional appearances that contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members that 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 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 volleyball 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 provide a written detailed account of 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. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing benefits, including preferential housing arrangements;
- (d) Country club memberships;
- (e) Complimentary ticket sales;
- (f) Television and radio programs; and
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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 the 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; 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 her 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 including suspension without pay or termination of employment for significant or repetitive violations. 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 pay to Coach 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, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the

lesser employment, then subtracting from this adjusted gross compensation deductions according to law. 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 or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3. University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel, in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to Coach's employment with University that are extremely difficult to determine with certainty. The parties further agree that the payment of such compensation by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach. Such compensation is not, and shall not be construed to be, a penalty.

5.3. Termination by Coach for Convenience.

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

5.3.2. Coach, for Coach's 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 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 Coach terminates this Agreement for Coach's convenience Coach shall pay to the University the following sums: (a) if the Agreement is terminated on or before August 1, 2009, the sum of \$10,000; (b) if the Agreement is terminated between August 1, 2009, and July 31, 2010, inclusive, the sum of \$5,000; (c) if the Agreement is terminated

between August 1, 2010, and July 31, 2011, inclusive, the sum of \$2,000. Sums 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. University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing 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 that are extremely difficult to determine with certainty. The parties further agree that the payment of such sums by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University. Such payments 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, Coach shall forfeit to the extent permitted by law Coach's right to receive all supplemental compensation and other payments.

5.4. Termination due to Disability or Death of Coach.

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

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

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

5.6. 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 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 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 Faculty-Staff Handbook.

ARTICLE 6

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

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

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

6.4. Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a

particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

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

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

6.7. Oral Promises. Oral promises of an increase in annual salary or of any 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. 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 she 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
 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: Carla "Yogi" Teevens
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 her official University duties.

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

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

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

UNIVERSITY

COACH

President date

Carla "Yogi" Teevens Date

Approved by the Board of Regents on the ____ day of ____, 2008

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the
~~(University of Idaho (University), (College),~~ and Carla "Yogi"
Teevens ~~(Coach).~~

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the co-head coach of its intercollegiate track and field and cross country teams (Teams). ~~(Sport) 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 ~~(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's ~~(College)'s~~ President (President).

1.3. Duties. Coach shall manage and supervise the Teams and shall perform such other duties in the University's ~~(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 Teams. ~~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 3.2.5 ~~(Depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) ~~()~~ years, commencing on August 1, 2008, ~~_____~~ and terminating, without further notice to Coach, on July 31, 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's ~~(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).~~

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 \$53,643.20 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's ~~(College)~~'s Board of ~~-(Regents or Trustees)-~~;
- 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's ~~(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 one of the Teams 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's ~~(College)~~'s co-head ~~—(Sport)—~~ coach of its intercollegiate track and field and cross country teams as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation of \$1,000 ~~in an amount equal to —(amount or computation)— of Coach's Annual Salary~~ during the fiscal year in which the championship is and ~~(bowl or other post-season)~~ eligibility are achieved. If more than one Team is the conference champion or co-champion, the amount of supplemental compensation will be \$1,000 for each conference champion or co-champion. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. ~~3.2.2~~ Each year one of the ~~teams finishes~~ Team is ranked in the top 20 in the NCAA championships and if Coach continues to be employed as University's co-head coach of its intercollegiate track and field and cross country teams as of the ensuing July 1st, the University shall pay to Coach supplemental compensation of \$1,000. If more than one Team places ~~25~~ in the Top 20 at the NCAA

championships, the Coach will earn supplemental compensation of \$1,000 for each Top 20 finish. The University shall determine the appropriate manner in which it shall pay Coach any ~~(national rankings,~~ such supplemental compensation.

3.2.3. For each individual National Champion in intercollegiate track and field and cross country~~as final ESPN/USA Today coaches poll of Division IA football teams)~~, and if Coach continues to be employed as University's ~~(College)'s~~ co-head ~~(Sport)~~ coach of its intercollegiate track and field and cross country teams as of the ensuing July 1st, the University ~~shall pay (College) shall pay Coach supplemental compensation in an amount equal to~~ Coach supplemental compensation of \$500 for each individual champion.

3.2.4. Each year Coach shall be eligible to receive supplemental compensation based ~~—(amount or computation)—~~ of Coach's Annual Salary in effect on the academic achievement and behavior of Team members if either Team's cumulative APR ranks nationally within the applicable sport at the 50th percentile or higher as follows:

National rank within sport
50th - 60th % = \$250 per team
60th - 70th % = \$300 per team
70th – 80th % = \$400 per team
80th % or above = \$450 per team

Any such supplemental compensation paid to Coach shall be accompanied with a 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. Each year Coach is named Conference Coach of the Year or Conference Co-Coach of the year, and if Coach continues to be employed as University's co-head track and field and cross country coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$1,000. If the Coach is named Conference Coach of the Year or Conference Co-Coach of the year for both the men's and women's track and field and cross country teams, Coach will receive \$1,000 for each award. The University~~date of the final poll. The University (College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Coach agrees that the University

~~3.2.3 ————— Each year Coach shall be eligible to receive supplemental compensation in an amount up to ———(amount or computation)—— based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the sole discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point~~

~~averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (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.~~

~~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.~~

~~3.2.6 **(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))** Coach agrees that the University (College) has the exclusive right to operate youth (Sport) 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 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 recognizes that the University (College) is negotiating or has entered into an agreement with Nike (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's (College)'s reasonable request, Coach will consult with appropriate parties concerning Nike products' an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike (Company Name), or give a lecture at an event sponsored in whole or in part by Nike (Company Name), 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 co-head (Sport) coach of track and field and cross country.~~ In order to avoid entering into an agreement with a competitor of Nike (Company Name), 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 Nike (Company Name), and will not participate in any messages or promotional appearances ~~that~~ 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 ~~that~~^{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's ~~(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's ~~(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 ~~C. 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 ~~(College)~~'s Handbook; (c) University's ~~(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 ~~volleyball (Sport)~~ 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's ~~(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. NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University's ~~(College)~~'s President for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall provide a written detailed account of~~report~~ the source and amount of all such income and benefits to the University's ~~(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. Sources of such income include, but are not limited to, the following:

- (a) Income from annuities;
- (b) Sports camps;
- (c) Housing ~~(College)~~. In no event shall Coach accept or receive directly or indirectly any monies, benefits, including preferential housing arrangements;
- (d) Country~~or gratuities whatsoever from any person, association, corporation, University (College) booster club memberships;~~
- (e) Complimentary ticket sales;
- (f) Television, ~~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~~ radio programs; and regulations of the University (College), the University (College)'s governing board, the conference, or the NCAA ~~(or NAIA)~~.
- (g) Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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 the President and the University's ~~(College)~~'s Board of Regents ~~(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.

~~4.6.~~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)~~ 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)~~ 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 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's ~~(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's ~~(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's ~~(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's ~~(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 ~~her~~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.

5.1.3. In the event of any termination for good or adequate cause, the University's ~~(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 including suspension without pay or termination of employment for significant or repetitive violations. 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 to~~ 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, provided however, in the event Coach obtains

lesser employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the lesser employment, then subtracting from this adjusted gross compensation deductions according to law. 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 or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation paid to him by University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3. University has ~~—The parties have both~~ been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel, in the contract negotiations. ~~The parties 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 Coach's his employment with University ~~that (College), which damages~~ are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~compensation liquidated damages~~ by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach. Such compensation is 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 Coach's his promise to work for University ~~(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 Coach's his employment by entering into this Agreement and that its investment would be lost were Coach he to resign or otherwise terminate Coach's his employment with the University ~~(College)~~ before the end of the contract term.

5.3.2. — ~~The~~ Coach, for Coach's 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 ~~Coach's~~his convenience ~~Coach~~he shall pay to the University ~~(College)~~, ~~as liquidated damages and not a penalty, for the breach of this Agreement~~ the following ~~sums:~~ sum: (a) if the Agreement is terminated on or before August 1, 2009, the sum of ~~\$10,000;~~\$30,000.00; (b) if the Agreement is terminated between August 1, 2009 and July 31, 2010 inclusive, the sum of ~~\$5,000;~~\$20,000.00; (c) if the Agreement is terminated between August 1, 2010 and July 31, 2011 inclusive, the sum of ~~\$2,000.~~ Sums~~\$10,000.00.~~ ~~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. ~~University has~~ The parties have both been represented by legal counsel, ~~and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel~~ in the contract negotiations. ~~The parties 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 ~~that, which damages~~ are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~sums~~liquidated damages by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University. ~~Such payments (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 provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, ~~Coach~~he shall forfeit to the extent permitted by law ~~Coach's~~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 ~~(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's ~~(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 she is entitled by virtue of employment with the University. ~~(College)~~.

5.5. Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's ~~(College)'s~~ student-athletes or otherwise obstruct the University's ~~(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

6.1. Board Approval. This Agreement shall not be effective until and unless approved of the University's ~~(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's ~~(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's ~~(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's ~~(College)'s~~ direction or for the University's ~~(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~~, 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. 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 she is required to produce under this Agreement may be released and made available to the public at the University's ~~(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: Carla "Yogi" Teevens
 Last known address on file with
 University's ~~(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.

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 ~~(College)'s~~ prior written consent in each case, use any name, trade name, trademark, or other designation of the University ~~(College)~~ (including contraction, abbreviation or simulation), except in the course and scope of her~~his~~ official University ~~(College)~~ 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 ~~(College)'s~~ Board of ~~-(Regents, or Trustees)-~~.

6.16. Opportunity to Consult with Attorney. ~~The~~ Coach acknowledges that ~~Coach~~ he has had the opportunity to consult and review this Agreement with an attorney. ~~The~~ 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)~~

COACH

_____, President _____ date _____ Carla _____ "Yogi"
Teevens _____ Date _____ ~~Date~~

Approved by the Board of ~~-(Regents or Trustees)-~~ on the ____-day of _____,
2008 _____, ~~2000~~.

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**CARLA “YOGI” TEEVENS – CO-HEAD COACH
INTERCOLLEGIATE TRACK AND FIELD AND CROSS COUNTRY TEAMS
MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM**

Model Contract Section	UI Contract Section	Modification/Justification for Modification
3.2.2 Supplemental Compensation	3.2.2 Supplemental Compensation	Allows for supplemental compensation if a team finishes in top 20 of the NCAA championships. Same term as was approved for prior contract.
NEW	3.2.3 Supplemental Compensation	Allows for supplemental compensation if an individual athlete is the National Champion in intercollegiate track and field and cross country
3.2.3 Supplemental Compensation	3.2.4 Supplemental Compensation	Allows for supplemental compensation if team's cumulative APR ranks at certain levels nationally. This language establishes a more objective standard for academic achievement and has been used in past contracts approved by the Board.
NEW	3.2.5 Supplemental Compensation	Allows for supplemental compensation if is named Conference Coach of the Year or Conference Co-Coach of the year. Same term as was approved for prior contract
3.2.7 Footwear, apparel and equipment	3.2.6 Footwear, apparel and equipment	Number of section changed. No substantive changes.
4.3 NCAA Rules	4.3 NCAA Rules	Revised to conform to NCAA Rule 11.2.2 effective 3/8/06. Rule requires a written detailed account of athletically related income and identifies some of the sources that must be reported as “including but not limited to...”
5.2.2 University Termination for Convenience	5.2.2 University Termination for Convenience	Language allows the University to offset salary received by Coach for lesser employment obtained after University termination for convenience. Prior language would allow coach to take lesser employment and continue to receive full termination payment. Language also requires Coach to inform University of the terms of any new employment so University can accurately determine the compensation, if any, to which Coach is entitled. References to liquidated damages are deleted because the compensation due upon termination for convenience flows from a contractual right to terminate and not from a breach of the contract. The non-terminating party is entitled to compensation, not damages for breach.
5.2.3 Representation by Counsel	5.2.3 Representation by Counsel; compensation for termination	Language clarifies that the parties have been represented by counsel or that Coach <u>chose to proceed without counsel</u> during the negotiations. The underlined language is new and recognizes the fact that we cannot require candidates to retain counsel. References to liquidated damages are deleted for the same reason as in 5.2.2.
5.3.3 Coach Termination for Convenience	5.3.3 Coach Termination for Convenience	References to liquidated damages are deleted for the same reason as in 5.2.2.
5.3.4 Representation by Counsel	5.3.4 Representation by Counsel; for termination	Same as 5.2.3. above.
6.16 Opportunity to Consult with Attorney	6.16 Opportunity to Consult with Attorney	Adds language similar to 5.2.2 to make clear that Coach had the opportunity to consult with counsel and either did or chose not to.

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