

**BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 4-5, 2008**

TAB	DESCRIPTION	ACTION
1	ITEM PULLED	No action
2	BOISE STATE UNIVERSITY Employment Contract – Director of Athletics	Motion to approve
3	IDAHO STATE UNIVERSITY Employment Contract – Head Women’s Soccer Coach	Motion to approve
4	OFFICE OF THE STATE BOARD OF EDUCATION Permission to earn outside income by the Executive Director	Motion to approve

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BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 4-5, 2008

ITEM PULLED

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 4-5, 2008**

BOISE STATE UNIVERSITY

SUBJECT

Addendum to the employment contract for Director of Athletics Gene Bleymaier

REFERENCE

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.

DISCUSSION

In July 2005 the University requested and 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 revisions also make the incentive subject to meeting the annual performance goals of the President. 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

Addendum Three	Page 3
Redline Addendum	Page 7

STAFF COMMENTS AND RECOMMENDATIONS

As Bleymaier's FY 2008 salary is \$258,336, 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 Agreement</u>	<u>Proposed Agreement</u>
Football Conference Championship	\$10,000	1 month's salary
Basketball Conference Championship	10,000	1 month's salary
NCAA Sweet Sixteen or Higher	5,000	1 month's salary
NIT Third Round or Higher	3,000	1 month's salary

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One month's salary would be over \$22,000 in the proposed addendum.

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 as presented.

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 President shall annually set forth goals for Mr. Bleymaier to achieve and, upon the successful achievement of such goals as determined at the sole discretion of the President, Mr. Bleymaier will be eligible for the supplemental compensation opportunities set forth below. Such annual goals shall be based upon the overall development of the intercollegiate athletics department; ticket sales; fundraising; outreach by Mr. Bleymaier to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors, similar or dissimilar to the aforementioned, the President wishes to consider.

The following annual incentives are available to Mr. Bleymaier conditioned upon (1) the successful completion of the Additional Expectations enumerated in section 6 above, (2) upon compliance with all terms of the Employment Contract, (3) upon meeting the annual goals referenced in the preceding paragraph, and (4) upon Mr. Bleymaier's continued employment to the July following the year the below 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

- H. 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,

and only this incentive payment, is exempt from the 40% of Salary cap and, if earned, shall be paid even if the 40% cap is reached by the other payments in this section 7.

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.

(((Redline Version to Existing Addendum)))

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, ~~2010~~2013.
2. Salary. The total salary of ~~\$220,000~~266,115 for each year of this contract is broken down as follows:

A. ~~\$106,800~~\$125,000 Appropriated Funds *

B. ~~\$113,200—Athletics~~\$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 President shall annually set forth goals for Mr. Bleymaier to achieve and, upon the successful achievement of such goals as determined at the sole discretion of the President, Mr. Bleymaier will be eligible for the supplemental compensation opportunities set forth below. Such annual goals shall be based upon the overall development of the intercollegiate athletics department; ticket sales; fundraising; outreach by Mr. Bleymaier to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors, similar or dissimilar to the aforementioned, the President wishes to consider.

~~7.~~ The following annual incentives are available to Mr. Bleymaier conditioned upon (1) the successful completion of the Additional Expectations enumerated in section 6 above, ~~conditioned~~(2) upon compliance with all terms of the Employment Contract, ~~and conditioned upon his~~(3) upon meeting the annual goals referenced in the preceding paragraph, and (4) upon Mr. Bleymaier's continued employment to the July following the year the below 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 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 annual departmental average NCAA APR scores ~~shall be used to determine the~~ meet the following levels, the following applicable ~~incentives~~ 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~~\$5,000

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

NCAA "Sweet Sixteen" or Higher ~~\$5,000~~one month's base salary

NIT Third Round or Higher ~~\$3,000~~one month's base salary

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>

H. 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, and only this incentive payment, is exempt from the 40% of Salary cap and, if earned, shall be paid even if the 40% cap is reached by the other payments in this section 7.

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
DECEMBER 4-5, 2008**

IDAHO STATE UNIVERSITY

SUBJECT

A request by Idaho State University for approval of a multi-year employment agreement for Allison Gibson, Head Women's Soccer Coach.

APPLICABLE STATUTE, RULE OR POLICY

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

DISCUSSION

Idaho State University is requesting approval for a three-year, three-week employment extension agreement for Allison Gibson, Head Women's Soccer Coach (see Attachment 1). The employment agreement contains the duties, responsibilities and conditions of the employment. A model contract matrix and red-line version of the employment agreement that identifies departures from the model contract form and provides justification for these changes is included as Attachments 2 and 3. The position is funded by state appropriated funds.

IMPACT

This contract will provide a stable coaching environment for the soccer program as well as stability and consistency for the Athletic Department as a whole.

ATTACHMENTS

Attachment 1	Employment Agreement	Page 3
Attachment 2	Employment Agreement (red-line version)	Page 15
Attachment 3	Model Contract Matrix Changes	Page 31

STAFF AND COMMENTS AND RECOMMENDATIONS

This contract extension amounts to a 4% increase.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Idaho State University for a multi-year employment agreement as submitted for Allison Gibson, Head Women's Soccer Coach (1.0 FTE).

Moved by _____ Seconded by _____ Carried Yes_____ No_____

**BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 4-5, 2008**

HEAD COACH EMPLOYMENT AGREEMENT

Allison Gibson	Attachments 1, 2, and 3
Position Title	Head Women's Soccer Coach
FTE	1.0
Term	36 months
Term of Contract	January 1, 2009 – January 20, 2012
Annual Salary	\$55,640.00
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Supplemental Compensation	See Attachment 1, Article 3.2.

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University) and Allison Gibson, Head Women's Soccer Coach (Coach).

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years, three weeks, commencing on January 1, 2009, and terminating, without further notice to Coach, on January 20, 2012, unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

- a) An Annual Salary of \$55,640.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- 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.
- d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Women's Soccer Coach through the Courtesy Car Program as assigned by the Director.

3.2 Supplemental Compensation.

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

3.2.2 Each year the Team wins the Big Sky Conference Women's Soccer Tournament and the subsequent NCAA Conference berth at the conclusion of the regular season, the University shall pay to Coach one week's pay of Coach's Annual Salary.

3.2.3 In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA College Cup Tournament, the University shall compensate Coach for advancing the tournament bracket as follows:

Round 1	64 teams	1 st win	\$ 1,000
Round 2	32 teams	2 nd win	\$ 2,000
Round 3	16 teams	3 rd win	\$ 3,000
Round 4	8 teams	4 th win	\$ 4,000

Round 5	4 teams	5 th win	\$ 5,000
Round 6	2 teams	6 th win	<u>\$ 6,000</u>
Possible bonus computation total			\$21,000
for winning National Championship.			

3.2.4 Coach will be eligible to receive supplemental compensation equivalent to one week's salary for winning twenty (20) or more regular season soccer matches.

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

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

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

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

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff,

including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning company's product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by such company, or give a lecture at an event sponsored in whole or in part by such company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence,

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

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

ARTICLE 4

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

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

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

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

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

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

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

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

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 the performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not be unreasonably 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, 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 and 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 or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

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

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

violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty the Salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach will be entitled to continue her health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for her convenience, she shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before January 19, 2010, the sum of \$14,000.00; (b) if the Agreement is terminated between January 20, 2010, and January 19, 2011, inclusive, the sum of \$12,000.00; and (c) if the Agreement is terminated between January 20, 2011 and January 19, 2012, inclusive, the sum of \$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 of eight (8) percent per annum until paid.

5.3.4 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, she shall forfeit to the extent permitted by law her 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 provided for in the State Board of Education 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 by the University's Board of Education 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 Education the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Education and University's rules regarding financial exigency.

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

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

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

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

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

6.7 Oral Promises. Oral promises of an increase in Annual Salary or of any supplemental or other compensation shall not be binding upon the University.

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

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

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

 Campus Box 8173
 Idaho State University
 Pocatello, ID 83209-8173

with a copy to: President

 921 South 8th Ave. Stop 8310
 Idaho State University
 Pocatello, ID 83209-8310

the Coach: Allison Gibson
 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 Trustees.

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

UNIVERSITY

COACH

Arthur Vailas, President Date

Allison Gibson Date

Approved by the Board of Trustees, on the ____ day of _____, 20__.

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between ~~the~~
Idaho State University ~~(College or~~ University) and
Allison Gibson, Head Women's Soccer Coach (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate ~~(Sport)~~ Women's Soccer team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. ~~A job description generally reflecting Coach's duties is attached as Exhibit A. Coach recognizes that this job description may change from time to time, but that the Director will consult with Coach concerning any contemplated changes. Attached as Exhibit B is University's current policy regarding student-athlete criminal behavior, which policy Coach shall comply with as it currently exists or may be amended from time to time.~~ The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through 3.2.7 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~_____~~ three (3) years, three weeks, commencing on ~~_____~~, January 1, 20__, 09, and terminating, without further notice to Coach, on ~~_____~~, January 20, 20__, 12, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extensions and Renewals. This Agreement ~~may be extended or renewed~~ 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 ~~extension or renewal may be~~ is subject to the prior approval of University's Board ~~(Regents or~~

~~Trustees) of Trustees, and, if so, such extension or renewal shall not be effective without such approval.~~ 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 \$~~_____~~ \$55,640.00 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 or Trustees) Trustees~~;
- 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.
- d) Subject to availability, a courtesy car will be provided to Coach during employment as Head Women's Soccer Coach through the Courtesy Car Program as assigned by the Director.

3.2 Supplemental Compensation.

3.2.1. Each year the Team ~~is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs)~~, and if Coach continues to be employed as University's head ~~____ (Sport) ____~~ coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to ~~____ (amount computation, generally 1/13th) ____~~ of Coach's Annual Salary during the fiscal year in which the championship and ~~____ (bowl or other post-season) ____~~ eligibility are achieved. The University shall pay Coach any such supplemental compensation in four consecutive biweekly installments on the regular paydays of the University beginning with the payday for the first full pay period following July 1st. wins the regular season Big

Sky Conference Championship, the University shall pay to Coach one week's pay of Coach's Annual Salary.

~~3.2.2 Each year the Team is ranked in the top 25 in the (national rankings, such as final ESPN/USA Today coaches poll of Division IA football teams), and if Coach continues to be employed as University's head (Sport) coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to (amount computation, generally 1/13th) of Coach's Annual Salary in effect on the date of the final poll. The University shall pay Coach any such supplemental compensation in four consecutive biweekly installments on the regular paydays of the University beginning with the payday for the first full pay period following July 1st.~~ wins the Big Sky Conference Women's Soccer Tournament and the subsequent NCAA Conference berth at the conclusion of the regular season, the University shall pay to Coach one week's pay of Coach's Annual Salary.

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount computation, generally 1/13th) based on the academic achievement and behavior of Team members and the overall academic development of the football program. 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 as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere; 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, who may consult with the Director. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.~~ In the event the Team, either by automatic qualification or as an at-large choice competes in the NCAA College Cup Tournament, the University shall compensate Coach for advancing the tournament bracket as follows:

Round 1	64 teams	1 st win	\$ 1,000
Round 2	32 teams	2 nd win	\$ 2,000
Round 3	16 teams	3 rd win	\$ 3,000
Round 4	8 teams	4 th win	\$ 4,000
Round 5	4 teams	5 th win	\$ 5,000
Round 6	2 teams	6 th win	\$ 6,000
Possible bonus computation total			\$21,000
<u>for winning National Championship.</u>			

3.2.4 Coach will be eligible to receive supplemental compensation equivalent to one week's salary for winning twenty (20) or more regular season soccer matches.

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

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

~~3.2.4 The Coach shall receive the sum of (amount) from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season (Sport) game, and one-half shall be paid no later than two weeks after the last regular season (Sport) game or (post-season) game, whichever occurs later. University agrees to limit Coach's participation in Programs to a number which is reasonable so as not to interfere with Coach's head coaching duties. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the non-exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Any such contracts shall be subject to Coach's approval, which approval shall not be withheld unreasonably. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. Coach shall retain the right to approve any and all promotions using his name, likeness, or biographical data. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.~~

~~3.2.5 Coach agrees that the University has the exclusive right to operate youth (Sport) camps on its campus using University facilities. University and Coach~~

~~agree to negotiate in good faith the scope of Coach's participation in youth (Sport) camps and the supplemental compensation for such participation.~~

~~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 (Company Name) 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 an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), 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 (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including (Company Name), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.~~

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

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

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff,

including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning company's product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by such company, or give a lecture at an event sponsored in whole or in part by such company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence,

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

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA ~~(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 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 Athletic Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of ~~the~~ (Sport) the Big Sky Conference of which the University is a member.

4.2 Outside Activities. Coach shall not undertake any business, ~~or~~ 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 ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA ~~(or NAIA)~~.

4.4 Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the

Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of President and the University's Board of ~~(Trustees or Regents)~~Trustees.

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

4.6 Other Coaching Opportunities. ~~Coach shall notify the Director if another coaching opportunity is presented to the Coach as a (Sport) coach at any NCAA or NAIA member institution or with any football team participating in any professional league or conference in the United States or elsewhere, requiring the performance of duties prior to the expiration of this Agreement.~~ 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 the performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not be unreasonably ~~be~~ withheld.

~~4.7 University's Duties and Responsibilities. University shall have the following duties and responsibilities: (a) provide a supportive academic program to further University's educational objectives; and (b) provide appropriate administrative assistance, including a compliance director, medical staff, training staff, necessary academic support, and training facilities to provide Coach a reasonable opportunity to achieve the objectives and comply with the terms and conditions set forth in this Agreement.~~

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 and 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 ~~material~~ violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate ~~and~~ 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 ~~(or 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 ~~after February 1, 1996, unless otherwise required by NCAA rules~~;
- 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;
- e)f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- f)g) The ~~unreasonable~~ failure of Coach to fully and promptly cooperate with the NCAA ~~(or NAIA)~~ 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 ~~(or NAIA)~~;
- g)h) The failure of Coach to report a ~~material~~ known violation ~~of which Coach had actual knowledge~~ of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA ~~(or NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; ~~or~~ A list of employees for whom Coach is administratively responsible is set forth in Exhibit C; or
- h)i) A ~~material~~ violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA ~~(or NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team. ~~A list of employees for whom Coach is administratively responsible is set forth in Exhibit C.~~ if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

~~University specifically agrees that Coach's won-loss record cannot constitute good or adequate cause.~~

5.1.2 Suspension or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment or termination, the Director or his designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, ~~except as required by law,~~ 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 ~~(or 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 ~~(or NAIA)~~ enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed ~~since February 1, 1996, unless otherwise required by NCAA (or NAIA) rules.~~

5.2 Termination of Coach for Convenience of University ~~Without Good or Adequate Cause.~~

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty the ~~Annual~~ Salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~for each year that Coach would have been employed under this Agreement but for University's termination.~~ until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. ~~Furthermore, if the Team was the conference champion or co-champion and was eligible for (post-season play or tournaments, such as a bowl game pursuant to NCAA Division I guidelines), University shall pay Coach the supplemental compensation described in section 3.2.1, even if University terminates this Agreement for its convenience prior to the ensuing July 1st. Moreover, if the Team was ranked in the (national rankings, such as the top 25 in the final ESPN/USA Today coaches poll of Division IA football teams), University shall pay Coach the supplemental compensation described in section 3.2.2, even if University terminates this Agreement~~

~~for its convenience prior to the ensuing July 1st. The aforementioned supplemental compensation shall be paid in the manner described in sections 3.2.1 and 3.2.2 respectively but only for the fiscal year in which this Agreement is terminated. Additionally, if University terminates this Agreement for its own convenience after the first payment but prior to the second payment required under section 3.2.4, then University shall make the second payment as described in section 3.2.4, but only for the fiscal year in which this Agreement is terminated. The amount payable by University under this section 5.2.2 shall be reduced by gross sums earned by Coach from employment as a (Sport) coach at an NCAA Division I (or Division IAA or NAIA) institution or in a professional league. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if she remained a University employee for as long as Coach would have remained employed under this Agreement but for University's termination, except that if Coach obtains reasonably comparable employer-provided health and/or life insurance Coach's University-provided health and/or life insurance shall terminate.~~ until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for his-convenience at any time ~~as a result of obtaining employment as a (Sport) coach at an NCAA Division I (or~~

~~Division IAA or NAIA) institution or in a professional football league,~~ all obligations of the University shall cease as of the effective date of the termination. If the Coach ~~so~~ terminates this Agreement for her convenience, she shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before January ~~31, 19~~, 20~~10~~, 10, the sum of \$~~3014~~,000.00; (b) if the Agreement is terminated between ~~February~~ January 20, 1, 20~~10~~, 10, and January ~~31, 19~~, 20~~11~~, 11, inclusive, the sum of \$~~2012~~,000.00; (c) if the Agreement is terminated between January 20, 2011, and January 19, 2012, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination ~~and, to the extent permitted by law, shall be characterized as a charitable contribution to University and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.~~

5.3.4 ~~If University is placed on probation or loses five or more scholarships as a result of an NCAA (or NAIA) violation of someone other than Coach or one or more of the employees over whom Coach has supervisory responsibility, Coach may terminate this Agreement, and neither party shall have any further obligations hereunder.~~ Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, she shall forfeit to the extent permitted by law her right to receive all supplemental compensation and other payments.

~~5.3.5 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.~~

~~5.3.6 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for his convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments.~~

5.4 Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's ~~then-existing~~ 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, ~~including all compensation described in sections 3.2.1, 3.2.2, 3.2.3 and 3.2.4,~~ 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. ~~In addition, Coach's beneficiaries shall be entitled to participate in University's health insurance plan to the extent provided for by law.~~

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, ~~including all compensation described in sections 3.2.1, 3.2.2, 3.2.3 and 3.2.4,~~ 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, ~~or 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, ~~unless University suspended Coach in bad faith.~~

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 provided for in the State Board of Education ~~and Board of Regents of the University of Idaho Rule Manual (IDAPA 08) and~~ Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved by the University's Board ~~of (Trustees or Regents)~~ Education and executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the University's Board ~~of (Trustees or Regents)~~ of Education, the President, and the Director; the sufficiency of

legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of ~~(Trustees' or Regents')~~ of Education and University's rules regarding financial exigency.

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

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

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

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

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

6.7 Oral Promises. Oral promises of an increase in Annual Salary or of any supplemental or other compensation shall not be binding upon the University.

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

6.9 Confidentiality. The Coach hereby consents and agrees that this document may be released and made available to the public after it is signed by the Coach. The Coach further agrees that all documents and reports 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 Address)~~ Campus Box 8173
Idaho State University
Pocatello, ID 83209-8173

with a copy to: President

~~(President's Office)~~ 921 South 8th Ave. Stop 8310
Idaho State University
Pocatello, ID 83209-8310

the Coach: ~~(Name)~~ Allison Gibson
 Last known address on file with
 University's Human Resource Services

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

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

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

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

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

UNIVERSITY

COACH

_____	_____	_____
<u>Arthur Vailas</u> , President	Date	_____
<u>Allison Gibson</u>	Date	_____

Approved by the Board ~~of (Trustees or Regents)~~ of Trustees on the ____ day of _____, 20__.

ALLISON GIBSON, HEAD WOMEN'S SOCCER COACH - MULTI-YEAR CONTRACT CHANGES			
	MODEL CONTRACT SECTION	ISU CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION
1	1.3 Duties	1.3 Duties	Language added clarifying University's right to reassign is independent of right to terminate for cause or to reassign duties.
2	3.1.1 Regular Compensation	3.1.1 (d) Regular Compensation language added	Additional language specifying courtesy car benefits to Coach through ISU's Courtesy Car Program, subject to availability.
3	3.2 Supplemental Compensation	3.2 Supplemental Compensation Language modified	Language specifies compensation for team performance and measurable academic achievement; NCAA APR scores used as incentive for academic achievement.
4	3.2.6 Summer Camp Operated by University	3.2.6 Summer Camp Operated by University; language added	University has decided to provide a University-operated summer camp only. Coach has the right to direct net revenues from summer camps to be used to enhance the budget of the Women's Soccer Program.
5	5.1.1 Termination for Cause	5.1.1 (f) Added a subsection regarding cause for suspension, reassignment or termination	Added language including "failure of Coach to represent the University and its athletic programs positively in public or private forums" as possible cause for employment action.
6	5.2.2 Termination of Coach for Convenience of University	5.2.2 Modified Language	Modified and added language specifying Coach to be paid until end of contract term "or until Coach finds reasonably comparable employment, whichever occurs first."
7	6.16. Opportunity to Consult with Attorney	6.16. Opportunity to Consult with Attorney; language added	Additional language added "and has not relied upon the advice of legal counsel acting on behalf of the University."

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BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 4-5, 2008

SUBJECT

Executive Director Supplemental Income

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section I.E.

DISCUSSION

Board policy Section I.E. states the Chief Executive Officer may not receive personal salary or benefits or supplements from other outside sources without prior Board approval.

IMPACT

The Executive Director for the State Board of Education sent a letter to the Board President on October 21, 2008 outlining his involvement in several outside activities that have the potential for resulting in supplemental sources of benefits or compensation to the Executive Director. These activities do not conflict with his official duties and responsibilities to the Board. The Executive Director requested that the letter be included with this agenda and that the Board formally authorize his involvement in such activities as to approve the receipt of any supplemental benefits or compensation derived there from.

ATTACHMENTS

Attachment 1 – Letter to Board President

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

A motion to authorize the Executive Director's involvement in other outside activities that have the potential for resulting in supplemental benefits or compensation, and to approve the receipt of any supplemental benefits or compensation derived there from, as specified in the letter to the President as Attachment 1.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

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BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 4-5, 2008

October 21, 2008

Milford Terrell, President
State Board of Education
650 West State Street
Boise ID 83720

Dear President Terrell:

This letter is in reference to Board policy Section I Subsection E dealing with Compensation and Benefits for Chief Executive Officers. Since the statement "d." seems to imply that any personal salary, benefits or supplements from outside sources requires prior Board approval, this letter constitutes a request for that approval.

I have a very small farm and occasionally rent out the pasture, sell animals, etc. I also receive gift certificates and/or cash from time to time for calling square dances, conducting seminars at my church, etc. None of these activities are related to my employment nor interfere in any way with the effective performance of my responsibilities.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Rush", written in a cursive style.

Mike Rush
Executive Director

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