

**BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009**

TAB	DESCRIPTION	ACTION
1	IDAHO STATE UNIVERSITY Head Men's Basketball Coach Contract	Motion to approve
2	UNIVERSITY OF IDAHO Head Women's Basketball Coach Contract	Motion to approve
3	PROPOSED AMENDMENTS TO BOARD POLICY – I.E. EXECUTIVE OFFICERS – 2ND READING	Motion to approve
4	PRESIDENTIAL COMPENSATION	Motion to approve

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

IDAHO STATE UNIVERSITY

SUBJECT

Multi-year employment agreement for Joe O'Brien, Head Men's Basketball Coach

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University is requesting approval for a three-year employment agreement for Joe O'Brien, Head Men's Basketball Coach (see Attachment 1). The employment agreement contains the duties, responsibilities and conditions of the employment. A model contract matrix of the employment agreement that identifies departures from the model contract form and provides justification for these changes is included as Attachment 2. The position is funded by state appropriated funds.

IMPACT

This contract will provide a stable coaching environment for the men's basketball program as well as stability and consistency for the Athletic Department.

ATTACHMENTS

Attachment 1	Employment Agreement	Page 3
Attachment 2	Model Contract Matrix Changes	Page 23

STAFF AND COMMENTS AND RECOMMENDATIONS

Supplemental compensation for Academic Progress Rate (APR) is immaterial and the target ranges of 50% to 80% are well below the actual APR of 80%-90% for 2008.

The liquidated damages of \$20,000 on a salary of \$102,752 appear small compared to those required under other coach contracts, however, this is a significant increase from the damages of \$6,000 on an \$80,000 salary approved June 2006.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by Idaho State University for a multi-year employment agreement as submitted for Joe O'Brien, Head Men's Basketball Coach (1.0 FTE).

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

HEAD COACH EMPLOYMENT AGREEMENT

Joe O'Brien	Attachments 1 and 2
Position Title	Head Men's Basketball Coach
FTE	1.0
Term	36 months
Term of Contract	May 10, 2009 – May 9, 2012
Annual Salary	\$102,752.00
Funding Source	State Funds
Area/Department of Assignment	Intercollegiate Athletics
Supplemental Compensation	See Attachment 1, Article III.C.

EMPLOYMENT AGREEMENT

This Agreement between Idaho State University (“*University*”) and Joe O’Brien, head men’s basketball coach (“*Coach*”) (each individually a “*Party*” and collectively, the “*Parties*”), takes effect on May 10, 2009 (“*Effective Date*”).

I. Engagement.

A. Definitions.

1. “*Director*” means University’s director of athletics.
2. “*Head*” means head coach of the Team (defined below).
2. “*President*” means University’s president.
3. “*Team*” means University’s intercollegiate men’s basketball team.

B. Employment. Under this Agreement, the University appoints Coach as its Head under a fixed term described below. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

C. Reporting Relationship. Coach reports and is responsible directly to the Director or the Director’s designee. Coach is also under the general supervision of the President. Coach must:

1. abide by any reasonable instruction of Director or the Director’s designee; and
2. confer with the Director or the Director’s designee on all administrative and technical matters.

D. Duties.

1. *In General.* Coach must:

- a. manage and supervise the Team; and
- b. perform any other duty in the University’s athletic program that the Director assigns and as this Agreement elsewhere describes.

2. *Non-Team Activity.* The University at any time has a right to reassign Coach to any duty at the University other than as Head. That reassignment:

- a. does not affect Coach’s primary compensation and benefits, but
- b. does cease Coach’s opportunity to earn supplemental compensation as provided in sections III.C.1 through III.C.7.

E. Suspension; Reassignment. The University has discretion at any time to suspend Coach from part or all of Coach’s duties, temporarily or permanently, with or without pay, or to reassign Coach to other duties.

II. **Effective Period.**

A. Definitions.

1. “*Board*” means the Idaho State Board of Education.
2. “*Term*” means a period during which the Agreement is in effect.

B. Term. The Term is three years, beginning on Effective Date, and expiring, without further notice to Coach, on May 9, 2012, unless earlier terminated as set forth further below.

C. Extension and Renewal.

1. *Procedure.* 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 Board’s prior approval.
2. *No Tenure Right.* This Agreement in no way grants to Coach a claim to tenure in employment. Coach’s service under this Agreement does not count in any way toward tenure at the University.

III. **Financial Matters.**

A. Definitions.

1. “*Annual Salary*” means a primary compensation amount corresponding to each consecutive twelve month period during the Term.
2. “*APR*” means a measurement that the NCAA (defined below) uses to track academic progress of NCAA-eligible student athletes and NCAA athletic programs.
3. “*Car Program*” means a University-administered program that provides vehicles for specified University personnel.
4. “*Conference*” means Big Sky conference.
5. “*Department*” means University’s athletics department.
6. “*NCAA*” means the National Collegiate Athletic Association.
7. “*NIT*” means National Invitational Tournament.
8. “*Personnel*” means Coach’s assistant coaches, any other employee for whom Coach is administratively responsible and Team members.
9. “*Tournament*” means men’s basketball post-season tournament.
10. “*Youth Camp*” means a boys’ youth basketball camp that the University operates at any location.

B. Regular Compensation. In exchange for Coach’s services and satisfactory performance of this Agreement, the University during the Term must provide to Coach:

1. **\$102,752.00** per year as an Annual Salary, payable in biweekly installments according to normal University procedures, subject to increase upon:
 - a. appropriate Director and President determination; and
 - b. Board approval;
 2. for Coach's actual participation in radio and television appearances:
 - a. each following per-year amount, which is considered salary for purposes of section V.A.2.a:
 - i. **\$22,500** for the Team's 2009-2010 season;
 - ii. **\$25,000** for the Team's 2010-2011 season; and
 - iii. **\$27,500** for the Team's 2011-2012 season; and
 - b. each above amount being payable:
 - i. no later than any next closest pay period after a corresponding season's final Team game; and
 - ii. with Coach's coordination;
 3. an opportunity to receive any employee benefit that the University makes generally available to its non-faculty exempt employees;
 4. an opportunity to receive any employee benefit that the Department makes generally available to its employees of a comparable level; and
 5. subject to availability, a courtesy car that the Director assigns to Coach through the Car Program during Coach's assignment as Head.
- C. Supplemental Compensation. Subject to conditions stated below, Coach has an opportunity to obtain additional compensation during the Term.
1. *Eligibility*. As determined at the President's sole reasonable determination in consultation with the Director, Coach's right to receive any compensation item set forth under this section V.C and its subsections is contingent on the Coach's and Personnel's acceptable conduct:
 - a. on the University campus;
 - b. at University activities;
 - c. in the surrounding community; and
 - d. generally elsewhere.
 2. *Regular Season Title Bonus*. The University must pay to Coach an additional two week's pay of Coach's Annual Salary (*i.e.*, 2/52 x Annual Salary) for each year during which the Team wins a regular season Conference championship.
 3. *Tournament Bonuses*.
 - a. *Big Sky*. The University must pay to Coach an additional two week's pay of Coach's Annual Salary for each year during the

Term at which the Team upon the regular season’s conclusion has either:

- i. won the Conference Tournament; or
 - ii. obtained an automatic NCAA Tournament berth otherwise (including any so-called “play-in” game in the NCAA tournament).
- b. NCAA Tournament. If the Team – either by automatic qualification or as an at-large choice – competes in the NCAA’s Tournament, then University cumulatively also must pay Coach for advancing the tournament bracket as follows:

[For any “65 vs. 64” play-in game win			\$ 2,000.00]*
Round 1	64 teams	1 st win	\$ 5,000.00
Round 2	32 teams	2 nd win	\$10,000.00
Round 3	16 teams	3 rd win	\$12,000.00
Round 4	8 teams	4 th win	\$15,000.00
Round 5	4 teams	5 th win	\$20,000.00
Round 6	2 teams	6 th win	<u>\$30,000.00</u>

Possible national championship winner computation bonus total: **\$92,000.00-\$94,000.00***

* “play-in” game amount applies only if NCAA selects the Team and the Team wins that game

- c. NIT Tournament. If the Team competes in the NIT’s Tournament, then University cumulatively additionally must pay Coach for advancing the tournament bracket as follows:

Round 1	32 teams	1 st win	\$ 2,000.00
Round 2	16 teams	2 nd win	\$ 3,000.00
Round 3	8 teams	3 rd win	\$ 4,000.00
Round 4	4 teams	4 th win	\$ 5,000.00
Round 5	2 teams	5 th win	<u>\$ 6,000.00</u>

Possible bonus computation total **\$20,000.00**
for winning NIT National Championship.

3. *Record Bonus.* Coach is eligible to receive non-cumulatively supplemental compensation for winning the following number of basketball games during any regular season.

18 wins	\$ 4,000.00
19 wins	\$ 5,000.00
20 wins	\$ 6,000.00
21 wins	\$ 7,000.00
22 wins	\$ 8,000.00
23 wins	\$ 9,000.00
24 wins	\$10,000.00
25 wins	\$11,000.00

4. *Team APR Bonus.* University’s payment deadline for any amount specified under this paragraph is June 30th of a year after the Team has completed a season in which the Team has earned a specified APR ranking. Coach annually is eligible contingently to receive supplemental compensation for Team members’ academic achievements. University must pay to Coach as indicated below for any year during the Term that the Team’s four-year APR meets a NCAA’s national ranking range within men’s basketball listed below:

<u>Team APR Ranking</u>	<u>Incentive Pay</u>
50%-59%	\$1,000.00
60%-69%	\$2,000.00
70%-79%	\$3,000.00
80% or above	\$5,000.00

5. *Conference Recognition Bonus.* During any year under the Term that the Conference names Coach as its so-called “Coach of the Year,” University additionally must pay Coach **\$2,500.00**.
6. *Home Attendance Bonus.* University must pay Coach as follows for any Term year that the official average Team game attendance that University reports to Conference officials for non-exhibition home games meets a range listed below:

<u>Average Attendance</u>	<u>Incentive Pay</u>
2,700-2,799	\$1,000.00
2,800-2,899	\$2,000.00
2,900-2,999	\$3,000.00
3,000-3,099	\$4,000.00
3,100+	\$5,000.00

7. *Summer Camp operated by University.* Despite its exclusive right to operate any Youth Camp, the University must allow Coach an opportunity as a University employee to earn compensation related to that camp.
- a. *Duties.* For any Youth Camp in which Coach chooses to participate, Coach’s duties include:
- i. directing that camp’s marketing, supervision, and general administration; and
 - ii. performing any other related obligation that the Parties mutually choose.
- b. *Payment.* In exchange for Coach’s participation in any Youth Camp, the University additionally must:
- i. pay Coach any net revenues resulting from that camp, payable no later than thirty days after the camp ends; or
 - ii. upon the Coach’s instruction, direct those net revenues as an enhancement to the men’s basketball program budget at the University.

- c. Interruption. Upon any suspension, reassignment or Agreement termination, University:
 - i. is not under any obligation to permit Coach to hold a Youth Camp after that termination, suspension, or reassignment takes effect; and
 - ii. is released from all obligations relating to that camp.

D. General Conditions of Compensation.

- 1. *Deductions; Withholdings.* All compensation that University provides to Coach is subject to deductions and withholdings as required by law or the requirements of any fringe benefit in which Coach participates.
- 2. *Employee Benefits.* Any employee fringe benefit – based in whole or in part upon compensation that the University provides to Coach – is so based only under section III.B, unless a specific fringe benefit program requires otherwise. Coach’s right to that benefit through the University or Department is conditioned upon Coach having fulfilled each current or later-amended requirement set forth by that benefit’s provider.

IV. **Coach’s Professional Obligations.** Coach must cooperate fully with the University and Department at all times.

A. Definitions.

- 1. “*Benefactor*” means any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor providing any benefit to Coach.
- 2. “*Company*” means any entity that the University has selected to provide footwear, apparel or equipment applicable to the Agreement.
- 3. “*Deadline*” means the close of business on June 30th of each year or the last regular University work day preceding June 30th.
- 4. “*Mark*” means any University name, logo, trademark, trade name, or other University designation (including contraction, abbreviation or simulation).
- 5. “*Requirement*” means any applicable law or any policy, rule or regulation of the University, the Board, the Conference, or the NCAA, as further described in Exhibit A (attached and incorporated into this Agreement).
- 6. “*Violation Incident*” means any instance in which Coach has reasonable cause to believe that any person or entity has violated or is likely to violate any Requirement.

B. Coach’s Specific Duties and Responsibilities. In exchange for the compensation specified in this Agreement, and in addition to each obligation set forth elsewhere in this Agreement, Coach must:

- 1. devote Coach’s full time and best efforts to performing Coach’s Agreement duties;

2. develop and implement programs and procedures with respect to evaluating, recruiting, training, and coaching Team members that enable them to:
 - a. compete successfully; and
 - b. reasonably protect their health, safety, and well-being; and
3. observe and uphold the University's academic standards, requirements, and policies and encourage Team members to:
 - a. perform to their highest academic potential; and
 - b. graduate in a timely manner.

C. Outside Activities.

1. *Distractions.* Coach must not undertake any business, professional or personal activity or pursuit that would:
 - a. prevent Coach from devoting Coach's full time and best efforts to performing Coach's Agreement duties;
 - b. detract from those duties in any manner otherwise; or
 - c. at University's sole determination, reflect adversely upon the University or its athletic program.
2. *Allowable Involvement.* Upon prior written approval from the Director (who may consult with the President), Coach has a right to enter into any separate arrangement for an outside activity or endorsement that is consistent with this Agreement. Coach must obtain prior written approval from the Director and the President before using any Mark in connection with that arrangement.

D. NCAA Rules.

1. *Outside Income.* Under NCAA rules, Coach must:
 - a. obtain the President's written approval before receiving any athletically-related income or benefit from any source outside the University; and
 - b. report the source and amount of all that income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the Deadline.
2. *Format.* Coach must cause the above outside income report to be in a format reasonably satisfactory to University.
3. *Prohibited Sources.* Coach directly or indirectly must not accept or receive from any Benefactor any money, benefit, or gratuity, if its acceptance or receipt by Coach would violate any Requirement.

- E. Hiring Authority. Coach has the responsibility and sole authority to recommend to the Director any hiring or termination of any assistant coach for the Team. The Director makes any final decision to hire or terminate an assistant coach and –

when necessary or appropriate – that decision may be subject to the President’s and Board’s advance approval.

- F. Personnel Changes. A listing of each name or title of any employee whom Coach supervises is attached as Exhibit B (attached and incorporated into this Agreement), Coach promptly throughout the Term must provide an update to this listing upon any employment change under Coach’s supervision. That updated listing supersedes each prior Exhibit B version and is automatically incorporated into this Agreement.
- G. Scheduling. Coach must propose to the Director or the Director’s designee all scheduling of Team’s competitions. As the University’s signatory for each scheduling agreement, the Director or the Director’s designee makes any final scheduling decision, which decision must not unreasonably contradict Coach’s scheduling proposal.
- H. Other Coaching Opportunities. Coach during the Term must obtain the Director’s approval before actively seeking, negotiating for, or accepting any basketball coaching employment at any other higher education institution. The University must ensure that the Director does not unreasonably withhold any approval described under this paragraph. Coach timely must keep the Director informed regarding any negotiation that Coach has begun as set forth above.
- I. Product Tie-Ins.
 - 1. *Exclusivity*. University has an exclusive right to select footwear, apparel or equipment for Coach, other staff and student-athletes to use during:
 - a. any official practices or game; and
 - b. any time when Coach or the Team is:
 - i. being filmed by motion picture or video camera; or
 - ii. posing for any photograph in Coach’s and/or Team’s capacity as University’s representative.
 - 2. *Consultation*. Upon the University’s reasonable request, Coach must provide services among the following:
 - a. consulting with appropriate parties concerning Company’s product’s design or performance;
 - b. instructing at a clinic sponsored in whole or in part by that Company;
 - c. presenting a lecture at an event sponsored in whole or in part by that Company, and
 - d. making any other educationally-related appearance that University reasonably requests.
 - 3. *Conflicts*. Despite the preceding sentence, Coach retains a right to decline any appearance that Coach reasonably considers to conflict with or hinder Coach’s Agreement duties and obligations.

- a. Competitive Transactions. Coach diligently must avoid entering into any binding arrangement with a competitor of that Company. Coach must submit each proposed outside consulting agreement to the University for the Director's review and approval before signing it.
- b. Outside Income. Coach must also report that outside income to the University according to NCAA rules. Coach must not:
 - i. endorse any athletic footwear, apparel or equipment product, including its manufacturer or other merchandizing entity; or
 - ii. participate in any message or promotional appearance that contains a comparative or qualitative description of athletic footwear, apparel or equipment product.

J. Compliance. Coach must:

1. know, recognize, and comply with each Requirement;
2. supervise and take appropriate steps to ensure Personnel's knowledge, recognition and compliance of each Requirement; and
2. immediately report to the Director and to the Department's Director of Compliance any Violation Incident arising from any representative of the University's athletic interests.

V. **Termination.** Any for-cause ground, remedy or prohibition described under this Article also applies – at the University's discretion – to suspending or reassigning Coach as described in section I.E.

A. By University.

1. *For Cause.* The University at any time has a right to terminate this Agreement for good or adequate cause, as those terms are defined in applicable rules and regulations.
 - a. Additional Grounds. University's for-cause grounds to terminate also include the following:
 - i. any deliberate and major violation of Coach's Agreement duties or the refusal or unwillingness of Coach to perform them in good faith and to the best of Coach's abilities;
 - ii. Coach's failure to remedy any Agreement violation as of thirty days after University's written notice to Coach of that violation;
 - iii. any deliberate or major Requirement violation by Coach under this Agreement or during Coach's employment at another NCAA or NAIA member institution;
 - iv. ten working days' absence of Coach from duty under the Agreement without the University's consent;

- v. any conduct of Coach that constitutes moral turpitude or that University considers to reflect adversely on the University or its athletic programs;
 - vi. Coach's failure to represent positively the University and its athletic programs in any public or private forum;
 - vii. Coach's failure of Coach fully and promptly to cooperate with the NCAA or the University in any investigation of any Requirement's possible violation;
 - viii. Coach's failure to report a known Requirement violation by any Personnel; or
 - ix. any Violation Incident arising from Personnel, if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- b. Procedure. University has a right to terminate for good or adequate cause as follows:
- i. before the termination takes effect, the Director or his designee provides Coach with notice as set forth in this Agreement, include any reason for the contemplated action;
 - ii. Coach then has an opportunity to respond; and
 - iii. after Coach responds or fails to respond, University must notify Coach whether, and if so, when the action has effect.
- c. Effect of Termination. Upon University's termination for good or adequate cause:
- i. the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, ceases as of the date of that termination; and
 - ii. University is not liable for the loss of any collateral business opportunity or other benefit, perquisite, or income resulting from any outside activity or other source.
- d. NCAA Sanction. If Coach is found to violate any NCAA regulation, then along with Section V.A, Coach is subject to disciplinary or corrective action under NCAA enforcement procedures. This paragraph applies to any violation occurring at the University or at any previous institution at which the Coach was employed.
2. For Convenience. At any time during the Term, University has a right to terminate this Agreement for University's convenience by giving ten days' prior written notice to Coach. If University terminates this Agreement for its convenience, then:

- a. University must pay Coach any due amount under sections III.B.1 and III.B.2.a, excluding any deduction that law requires, on each regular University payday until the first of the following occurs:
 - i. the Term expires; or
 - ii. Coach obtains reasonably comparable employment;
- b. Coach is entitled to continue Coach's health insurance plan and group life insurance as if Coach remained a University employee until the first of the following occurs:
 - i. the Term expires; or
 - ii. Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance;
- c. Coach is entitled to no other compensation or fringe benefit, unless this Agreement provides or law requires otherwise;
- d. if Coach obtains employment at any lesser amount after that termination, then:
 - i. the amount that University must pay is adjusted and reduced by that lesser amount; and
 - ii. that adjusted compensation is to be calculated for each University pay-period by the following steps:

STEP 1: reducing the section III.B.1 amount (before any deduction that law requires) by Coach's gross compensation under the lesser employment; and

STEP 2: from this adjusted gross compensation, subtracting each legally-required deduction.
- e. Coach specifically must:
 - i. inform University no later than ten business days after obtaining any other employment; and
 - ii. advise University of the employment's nature, location, salary, compensation, health insurance, life insurance, other fringe benefits and each other relevant provision;
- f. any failure by Coach to so inform and advise University constitutes a material Agreement breach that ends University's payment obligation under this for-convenience termination provision; and
- g. Coach further must repay to University any compensation that University has paid to Coach:
 - i. after the date Coach obtains that other employment; and
 - ii. to which Coach is not entitled under this for-convenience termination provision.

C. Termination by Coach for Convenience.

1. *University Investment Interest.* The Coach recognizes that Coach's promise to work for University for the entire Term is this Agreement's essence. The Coach also recognizes that:
 - a. the University is making a highly valuable investment in Coach's employment by entering into this Agreement; and
 - b. University's investment would be lost if Coach resigns or terminates Coach's employment with the University before Term's expiration otherwise.
2. *Termination Right; Buyout.* The Coach has a right to terminate for Coach's convenience during the Term by giving prior written notice to the University. That termination takes effect ten days after Coach delivers that notice to the University. Unless that termination occurs in connection with Coach accepting a position with a National Basketball Association franchise or team after the Team has completed a then-current season and no later than the next Fall semester begins:
 - a. each University obligation ceases immediately when the termination takes effect;
 - b. Coach must pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement an applicable amount as described below:
 - i. the whole amount set forth in section III.B.1 for the then-current Term, if Coach terminates the Agreement on or before March 11, 2010;
 - ii. **\$20,000.00**, if the Agreement is terminated between March 12, 2010, and April 30, 2011, inclusive; or
 - iii. **\$10,000.00**, if the Agreement is terminated between May 1, 2011 and May 1, 2012, inclusive; and
 - c. liquidated damages are due and payable no later than twenty days after the termination takes effect and any unpaid amount bears simple interest at a rate of eight percent *per annum* until paid.

D. Termination due to Disability or Death of Coach. "*Function*" means an essential Head function under the Agreement.

1. *Automatic Termination.* Despite any other Agreement provision, this Agreement terminates automatically if Coach:
 - a. becomes totally or permanently disabled as the University's disability insurance carrier so defines;
 - b. becomes unable to perform any Function; or
 - c. dies.

2. *Death.* If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits cease as of the last day worked. But the University must pay the Coach's personal representative or other designated beneficiary any:
 - a. compensation due or unpaid; and
 - b. death benefit – due to the Coach's estate or any beneficiary under that estate – that is:
 - i. contained in any fringe benefit plan currently in force; or
 - ii. later adopted by the University as of that termination date.
 3. *Disability.* If this Agreement terminates because the Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform any Function, then:
 - a. University's duty to pay any salary or other benefit ceases; although:
 - b. the Coach remains entitled to receive:
 - i. any compensation due or unpaid; and
 - ii. any disability-related benefit to which Coach is entitled by virtue of employment with the University.
- E. Interference by Coach. Upon any termination by either Party, Coach must not:
1. interfere with the University's student-athletes; or
 2. obstruct the University's ability to transact business or operate its intercollegiate athletics program otherwise.
- F. No Liability. Irrespective of any circumstance, the University is not liable to Coach for any loss of any collateral business opportunity or other benefit, perquisite or income from any source that ensues:
1. as a result of any Agreement termination:
 - a. by either party; or
 - b. due to death or disability; or
 2. Coach's suspension or reassignment.
- G. Waiver of Rights.
1. *Unique Circumstances.* The Coach under this Agreement is receiving a multi-year commitment and an opportunity to receive supplemental compensation. Commitments and opportunities of this type are not customarily afforded to University employees.
 2. *Impact.* Recognizing that commitment and opportunity, under any circumstance that the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach:

- a. retains each right that this Agreement provides to Coach under that circumstance; but
- b. releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in:
 - i. the Board's governing policies and procedures manual; and
 - ii. the University's faculty-staff handbook.

VI. **Miscellaneous.**

A. Definitions.

- 1. "*Force Majeure*" means any prevention, delay or stoppage of a Party's Agreement performance due to any:
 - a. strike;
 - b. lockout;
 - c. labor dispute;
 - d. act of God;
 - e. inability to obtain labor or any material (or reasonable substitute for that labor or material);
 - f. governmental restriction;
 - g. governmental regulation;
 - h. governmental control;
 - i. enemy or hostile governmental action;
 - j. civil commotion;
 - k. fire; or
 - l. other casualty or cause beyond the Party's reasonable control.
- 2. "*Property*" means any key, credit card, personnel record, recruiting record, team information, film, statistic, material, data, information article, courtesy car or other personal property.

B. Board Approval. This Agreement has effect only after being approved by the Board and signed by both Parties as set forth below. In addition, University's duty to pay any Agreement compensation is subject to:

- 1. approval of the Board, the President, and the Director;
- 2. sufficiency of legislative appropriations;
- 3. University's receipt of sufficient funds in any account from which that compensation is to be paid; and
- 4. the Board's and University's rules regarding financial exigency.

- C. University Property.
1. *Scope.* University owns any Property:
 - a. that University has furnished to Coach; or
 - b. that Coach develops:
 - i. on the University's behalf;
 - ii. at the University's direction;
 - iii. for the University's use; or
 - iv. in connection with Agreement employment otherwise.
 2. *Return.* No later than twenty-four hours after the Term's expires or the Agreement earlier terminates, Coach immediately must cause any Property in Coach's possession or control to be delivered to the Director.
- D. Assignment. Each Party must obtain the other Party's written consent before assigning its rights or delegating its obligations under this Agreement.
- E. Waiver. A waiver of any default in performing under this Agreement takes effect only if in writing and signed by the waiving Party. That waiver does not constitute a waiver of any other or later breach. Resorting to a particular remedy upon a breach does not constitute a waiver of any other available remedy.
- F. Severability. If any Agreement provision is determined to be invalid or unenforceable, then the remainder of the Agreement is not affected and remains in effect.
- G. Governing Law. This Agreement is subject to and is to be construed according to the laws of the state of Idaho as an agreement to be performed in Idaho. A Party must bring any action based in whole or in part on this Agreement in the courts of the state of Idaho.
- H. Oral Promises. The University is not bound to any oral promise of any increase in Annual Salary or of any supplemental or other compensation.
- I. Force Majeure. A Party obligated to perform (including financial inability) under the Agreement is excused from performing during any Force Majeure occurrence period.
- J. Confidentiality. The Coach consents to this document being released and made available to the public after the Coach has signed it. The University has sole discretion to release or make available to the public any document or report that Coach is required to produce under this Agreement.
- K. Notices.
1. *Procedure.* Actual notice, however and from whomever received, is always effective.
 - a. *Means.* A Party must cause each Agreement notice to be in writing and delivered:

- i. in person;
 - ii. by public or private courier service (including U.S. Postal Service Express Mail);
 - ii. by certified mail with return receipt requested; or
 - iv. by facsimile.
 - b. Relevant Date. Any notice is considered to have been given on the earliest of:
 - i. actual delivery or refusal to accept delivery;
 - ii. the date of mailing by certified mail; or
 - iii. the day facsimile delivery is verified.
- 2. *Party Addresses.* 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:
 - a. if to 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
 - b. if to the Coach: Joe O'Brien
Last known address on file with
University's Human Resource Services
- L. Headings. Each heading contained in this Agreement is for reference purposes only and does not in any way affect the Agreement's meaning or interpretation.
- M. Binding Effect. This Agreement is for the benefit only of the Parties and inures to the benefit of and binds the Parties and their respective heirs, legal representatives, successors and assigns.
- N. Non-Use of Names and Trademarks. The Coach in each case must obtain the University's written consent before using any Mark, except in the course and scope of Coach's official University duties.
- O. No Third Party Beneficiaries. The Agreement has no intended or unintended third party beneficiary.
- P. Entire Agreement; Amendments. This Agreement constitutes the Parties' entire understanding and supersedes any prior agreement or understanding with respect to the same subject matter. An amendment or modification of this Agreement is effective only if in writing, signed by both Parties, and approved by University's Board Trustees.

Exhibit A

Requirements

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) Department policies;
- (e) NCAA rules and regulations; and
- (f) Conference rules and regulations.

Exhibit B

Listing of Employees under Coach's Supervision

Geoff Alexander, Assistant Coach

Tim Walsh, Assistant Coach

Cody Van Fleet, Director of Basketball Operations

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JOE O'BRIEN, HEAD MEN'S BASKETBALL COACH - MULTI-YEAR CONTRACT CHANGES			
	MODEL CONTRACT SECTION	ISU CONTRACT SECTION	JUSTIFICATION FOR MODIFICATION
1	1.3 Duties	I.D.2. Non-Team Activity	Language added clarifying University's right "at any time" to reassign is independent of "for cause" right to terminate or to reassign duties under V.A.1.
2	3.1.1 Regular Compensation	III.B.5 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	III.C Supplemental Compensation – increases bonus amounts and adds bonus categories, while clarifying that all depends on acceptable conduct by Coach, assistance, staff and players	Makes all supplemental compensation (not Annual Salary or radio/television appearance compensation) <u>contingent</u> on Coach's and Personnel's acceptable conduct, and <u>increases</u> supplemental compensation bonus potential according to the following milestones: <ul style="list-style-type: none"> • winning regular season title (<i>twice</i> a week's salary instead of one week's salary); • winning an NCAA tournament berth (<i>twice</i> a week's salary instead of one week's salary) (also pays upon "play-in" victory NCAA tournament berth instead of merely winning conference tournament); • winning games at NIT tournament instead of only NCAA (increased amounts also); • reaching regular-season win thresholds (not only 20 games) (increased amounts also); • reaching <i>modified</i> NCAA academic progress metric (from raw score to 4-year percentile ranking) (increased amounts also); • being named conference coach of the year (new category); and • reaching home-game attendance thresholds (new category).
4	3.2.6 Summer Camp Operated by University	III.C.7 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 Men's Basketball Program.
5	4.5 Scheduling	IV.G Scheduling - prohibits Athletic Director from unreasonably contradicting any scheduling proposal from the Coach	Enhances Coach's role in scheduling opponents.
6	5.1.1 Termination for Cause	V.A.1.a.vi Additional Grounds - Added a subsection regarding cause for termination (or for suspension/reassignment)	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.
7	5.2.2 Termination of Coach for Convenience of University	V.A.2.a University termination of Coach for convenience – modified amount due and duration	Modified and added language allowing Coach to receive not only Annual Salary, but also Radio/Television appearance amount, and specifying Coach to be paid until the earlier date of the contract term ending, or Coach finding "reasonably comparable employment."

JOE O'BRIEN, HEAD MEN'S BASKETBALL COACH - MULTI-YEAR CONTRACT CHANGES			
8	5.3.3 Termination for Convenience by Coach	V.C.2 Termination Right; Buyout – exclusion from buyout added if Coach leaves for NBA coaching job after season and before next Fall semester begins; increase in buyout amounts that Coach must pay	University has decided that Coach should not be penalized financially for obtaining coaching job in professional league, because his taking a college coaching position creates a greater competitive risk/concern for the University. Increased buy-out amounts are consistent with agreement's overall risk/reward arrangement.
9	6.16. Opportunity to Consult with Attorney	VI.Q. Opportunity to Consult with Attorney; language added	Additional language added "and has not relied upon the advice of any legal counsel acting on behalf of the University."

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

UNIVERSITY OF IDAHO

SUBJECT

Multi-year contract for head women's basketball coach

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The University of Idaho has hired a new head women's basketball coach and submits the attached multi-year contract to the Regents for approval. The primary terms of the agreement are set forth below. Attached are the entire contract and a matrix comparison to the Board model contract.

IMPACT

The term of the Employment Contract is five years, commencing on April 21, 2008, and terminating on March 26, 2013.

The annual base salary is \$90,000. Coach Newlee is eligible to participate in University-wide changes in employee compensation as approved by the President and Athletic Director.

There is an annual media payment of \$15,000 and the following incentive/supplemental compensation provisions:

- Conference champions or co-champion or NCAA tournament eligibility = 1/13 of annual salary
- Top 25 national ranking at season end = 1/13 of annual salary
- Conference Coach of the Year = \$2,000
- Academic achievement and behavior of team = \$500 - \$1,250 based on national rank within the sport
- Team victories - \$3,000 for 14 victories; an additional \$3,000 for 17 victories; and an additional \$3,000 for 20 victories (conference and non-conference combined)
- Gate Receipts – 25% of gate receipts in excess of \$15,000
- Summer basketball camp = Remaining income from any university operated camp, less \$500, after all claims, insurance, and expenses of camp have been paid, or in the event university elects not to operate a camp, the coach may do so within Board guidelines for such camps.

ATTACHMENTS

Attachment 1 – Employment Contract

Page 3

Attachment 2 – Contract Comparison Matrix

Page 17

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

STAFF COMMENTS AND RECOMMENDATIONS

The coach was hired April 21, 2008, so this contract is retroactive to that date.

Supplemental compensation for Academic Progress Rate is immaterial and the target ranges of 50% to 80% are well below the actual APR of 70%-80% for 2008.

Staff recommends approval.

BOARD ACTION

A motion to approve the request by the University of Idaho for a multi-year employment contract as submitted for Jon Newlee, Head Basketball Coach.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Jon Newlee (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 basketball 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 five (5) years, retroactive to April 21, 2008, and terminating, without further notice to Coach, on March 26, 2013, unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$90,000 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion or becomes eligible for the NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship or NCAA tournament eligibility are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in any published national final poll of intercollegiate women's basketball teams and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the date of the final poll. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$2,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

National rank within sport
50th - 60th % = \$500
60th - 70th % = \$750
70th - 80th % = \$1,000
80th % or above = \$1,250

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

3.2.5 The Coach shall receive the sum of \$15,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Each year, one-half of this sum shall be paid prior to the first regular season women's basketball game, and one-half shall be paid no later than two weeks after the last regular season women's basketball game or post season game, whichever occurs later. Coach's right to receive the second half of such payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later, and contingent upon Coach's continued employment as of that date. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that are broadcast on radio or television and that conflict with those broadcast on the University's designated media outlets.

3.2.6 If Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$3,000 for 14 victories; an additional \$3,000 for 17 victories; and an additional \$3,000 for 20 victories. The victories will include contests in both non-conference and conference competition. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year gate receipts for women's basketball exceed \$15,000, and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of 25% of the gate receipts that exceed \$15,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 Coach agrees that the University has the exclusive right to operate youth basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth basketball 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 youth basketball camps, the University shall pay Coach the remaining income from the youth basketball camps, less \$500, after all claims, insurance, and expenses of such camps have been paid.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth basketball camps for a particular period of time during the term of this Agreement, then, during such time period, Coach shall be permitted to operate youth basketball camps on the University's campus and using its facilities under the following terms and conditions:

:

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Sodexo for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities.

- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible.
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

In the event of termination of this Agreement, suspension, or reassignment, University of Idaho 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 of Idaho shall be released from all obligations relating thereto.

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

as head women's basketball coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances that contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as **Exhibit A**. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Faculty-Staff Handbook; (c) University's Administrative Procedures Manual; (d) the policies of

the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the women's basketball 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 that are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall provide a written detailed account of the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. Sources of such income include, but are not limited to, the following:

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

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 the President and the University's Board of Regents.

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

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not 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, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

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

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

governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

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

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

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

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall pay to Coach, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains lesser employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such lesser employment, such adjusted

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

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University the following sums: (a) if the Agreement is terminated on or before March 23, 2009, the sum of \$150,000.00; (b) if the Agreement is terminated between March 24, 2009 and March 23, 2010 inclusive, the sum of \$100,000.00; (c) if the Agreement is terminated between March 24, 2010 and March 23, 2011 inclusive, the sum of \$75,000.00; (d) if the Agreement is terminated between March 24, 2011

and March 23, 2012 inclusive, the sum of \$50,000; (e) if the Agreement is terminated between March 24, 2012 and March 23, 2013 inclusive, the sum of \$0. Any sum payable under the terms of this provision 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 University has been represented by legal counsel, and Coach has either been represented by legal counsel or has chosen to proceed without legal counsel in the contract negotiations. The parties have bargained for and agreed to the foregoing provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience that are extremely difficult to determine with certainty. The parties further agree that the payment of such sums by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provide elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit his right to receive all supplemental compensation and other payments unpaid as of the date Coach gives notice of termination, unless Coach's right to receive those payments has vested pursuant to the terms of this Agreement.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board of Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

UNIVERSITY

COACH

Steven Daley-Laursen, President Date

Jon Newlee Date

Approved by the Board of Regents on the ____ day of _____, 2009.

**JON NEWLEE – WOMEN’S BASKETBALL COACH
MULTI-YEAR CONTRACT – SUBSTANTIVE MODIFICATIONS FROM SBOE FORM**

Model Contract Section	UI Contract Section	Modification/Justification for Modification
3.1.1 Regular Compensation	3.1.1 Regular Compensation	Allows for annual increases consistent with University-wide salary increases.
3.2.2 Supplemental Compensation	3.2.2 Supplemental Compensation	Allows for supplemental compensation if team finishes in the top 25 in any published national final poll.
3.2.3 Supplemental Compensation	3.2.3 Supplemental Compensation	Allows for supplemental compensation if Coach is named Conference Coach of the Year.
3.2.4 Supplemental Compensation	3.2.4 Supplemental Compensation	Allows for supplemental compensation if team’s cumulative APR ranks at certain levels nationally. This language establishes a more objective standard for academic achievement and has been used in past contracts approved by the Board.
3.2.5 Supplemental Compensation	3.2.5 Supplemental Compensation	Language calls for media compensation to be paid ½ at the beginning of the regular season and ½ after the last contest of the season. Payment is made contingent on Coach’s compliance with University’s financial stewardship policies. This recognizes that much media work is done by Coach prior to commencement of the season, and at the same time retains ½ of the payment as motivation for completing the season.
3.2.6 Summer Camps	3.2.6 Supplemental Compensation	Allows for supplemental compensation based on number of victories.
3.2.7 Footwear, apparel & equipment	3.2.7 Supplemental compensation	Allows for supplemental compensation based on gate receipts.
	3.2.8 Summer camps	Paragraph renumbered. Allows for supplemental compensation based on Coach’s assistance with University’s camps, if any. If University opts not to operate camps, permits Coach to do so under terms of standard contract.
	3.2.9 Footwear, apparel, & equipment	Paragraph renumbered. No substantive change.
4.3 NCAA Rules	4.3 NCAA Rules	Revised to conform to NCAA Rule 11.2.2 effective 3/8/06. Rule requires a written detailed account of athletically related income and identifies some of the sources that must be reported as “including but not limited to…”
5.2.2 University Termination for Convenience	5.2.2 University Termination for Convenience	Language allows the University to offset salary received by Coach for lesser employment obtained after University termination for convenience. Prior language would allow coach to take lesser employment and continue to receive full termination payment. Language also requires Coach to inform University of the terms of any new employment so University can accurately determine the compensation, if any, to which Coach is entitled. References to liquidated damages are deleted because the compensation due upon termination for convenience flows from a contractual right to terminate and not from a breach of the contract. The non-terminating party is entitled to compensation, not damages for breach.
5.2.3 Representation by Counsel	5.2.3 Representation by Counsel; compensation for termination	Language clarifies that the parties have been represented by counsel or that Coach <u>chose to proceed without counsel</u> during the negotiations. The underlined language is new and recognizes the fact that we cannot require candidates to retain counsel. References to liquidated damages are deleted for the same reason as in 5.2.2.
5.3.3 Coach Termination for Convenience	5.3.3 Coach Termination for Convenience	References to liquidated damages are deleted for the same reason as in 5.2.2.
5.3.4 Representation by Counsel	5.3.4 Representation by Counsel; for termination	Same as 5.2.3. above.
6.16 Opportunity to Consult with Attorney	6.16 Opportunity to Consult with Attorney	Adds language similar to 5.2.2 to make clear that Coach had the opportunity to consult with counsel and either did or chose not to.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

SUBJECT

Second Reading – Board Policy I.E. Executive Officers

REFERENCE

December 2008	Board approved the first reading with changes of Board Policy I.E. Executive Officers.
February, 2009	Board discussion of Board Policy I.E. Executive Officers

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections I.E. Executive Officers.

BACKGROUND/DISCUSSION

Board Policy I.E.2.c. provides that the Board and each chief executive officer shall sign an annual letter of agreement that documents the period of appointment, salary, and any additional terms. These annual letter agreements correspond to the state fiscal year, with effective dates beginning each July 1 and continuing through June 30 of the next succeeding year. In an effort to improve and strengthen the Board's efforts in recruiting and retaining highly qualified candidates, the Board has asked staff to propose a revision to Board Policy to permit multi-year employment agreements for its chief executive officers.

In addition, the Board asked staff to revise Board Policy to permit institutions affiliated foundations to contribute funds to the institutions for purposes of supplementing presidential compensation when approved by the Board.

IMPACT

Proposed revisions to this policy would allow for the Board to enter into multi-year agreements with the Board's chief executive officers when deemed necessary for retention purposes. Special provisions with respect to the payment of compensation or benefits in the event of termination, if any, would be reflected in the agreements. Finally, institution affiliated foundations may provide funds to the institution to support presidential compensation when approved by the Board.

ATTACHMENTS

Attachment 1 – Revised Governing Policy Section I.E.

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

If the Board chooses to revise its Policy and to enter into multi-year employment agreements with its chief executive officers, then care should be taken to carefully craft appropriate terms and conditions of employment, including compensation and benefits, as well as provisions relating to evaluations and separation.

BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

Board staff recommends approval of the second reading of Board Policy I.E. as submitted.

BOARD ACTION

A motion to approve the second reading of the amendment to Board Policy I.E. Executive Officers.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: E. Executive Officers

October 2007 ~~June, 2009~~

E. Executive Officers

This policy section shall apply to the Board's chief executive officers, as defined in Section II. D. 2. b. ~~This policy section does not apply to the executive director of the Idaho State Historical Society or the State Library Commission.~~

1. Executive Director

The Executive Director is appointed by and serves in this position at the pleasure of the Board. The Executive Director serves as the chief executive officer of the State Board of Education. administrative director of the Board's staff. Pursuant to Idaho Code 33-102A, the Executive Director shall be under the direction of the Board and shall have such duties and powers as are prescribed by the Board. The Executive Director is charged with ensuring the effective articulation and coordination of institution, and agency, ~~and school~~ concerns and is advisor to the Board and the Presidents/Agency Heads on all appropriate matters.

2. Presidents/Agency Heads

a. Responsibilities

The President/Agency Head is the chief program and administrative officer of the institution, or agency ~~or school~~. The President/Agency Head has full power and responsibility within the framework of the Board's Governing Policies and Procedures for the organization, management, direction, and supervision of the institution, or agency ~~or school~~ and is held accountable by the Board for the successful functioning of the institution, or agency ~~or school~~ in all of its units, divisions, and services.

For the higher education institutions, the Board expects the Presidents to obtain the necessary input from the faculty, classified and exempt employees, and students, but it holds the Presidents ultimately responsible for the well-being of the institutions, and final decisions at the institutional level rest with the Presidents.

b. The Chief Executive Officer is held accountable to the Board for performing the following duties within his or her designated areas of responsibility:

(1) Relations with the Board

- (a) Conduct of the institution, or agency, ~~or school~~ in accordance with the Governing Policies and Procedures of the Board and applicable state and federal laws.
- (b) Effective communication among the Board, the Board office, and the institution, or agency, ~~or school~~.
- (c) Preparation of such budgets as may be necessary for proper reporting and planning.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: E. Executive Officers

October 2007 ~~June, 2009~~

- (d) Transmittal to the Board of recommendations initiated within the institution, or agency, ~~or school~~.
- (e) Participation and cooperation with the office of the Board in the development, coordination, and implementation of policies, programs, and all other matters of statewide concern.
- (f) Notification to Board President or Executive Director of any out-of-state absence exceeding one week.
- (2) Leadership of the Institution, or Agency, ~~or School~~
 - (a) Recruitment and retention of employees
 - (b) Development of programs, in accordance with an evolving plan for the institution, or agency, ~~or school~~.
 - (c) In cooperation with appropriate parties, the promotion of the effective and efficient functioning of the institution, or agency, ~~or school~~.
 - (d) Development of methods that will encourage responsible and effective contributions by various parties associated with the institution, or agency, ~~or school~~ in the achievement of the goals of the institution, or agency, ~~or school~~.
- (3) Relations with the Public
 - (a) Development of rapport between the institution, or agency, ~~or school~~ and the public that each serves.
 - (b) Official representation of the institution, or agency, ~~or school~~ and its Board-approved role and mission to the public.
- c. Appointment Terms and Conditions

Each chief executive officer is employed and serves at the pleasure of the Board as an at-will employee. Appointments to the position of President of the higher education institutions and Executive Director of the Board are made by the Board. The Executive Director shall have authority to identify candidates and make recommendations for the appointment of Agency Heads, which must be approved and appointed by the Board. The Board and each chief executive officer may enter into an employment agreement for a term not to exceed five (5) years ~~institutional President shall sign an annual letter of agreement~~ that documents the period of appointment, salar ~~compensation~~, and any additional terms. ~~The Executive Director and Agency Heads shall not serve under annual appointment agreements.~~ The Board's Policies regarding Non-classified Employees, Section II, Subsection F, do not apply to the Board's chief executive officers.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: E. Executive Officers

October 2007 June, 2009

d. Evaluations

The Agency Heads are evaluated by the Executive Director annually, who makes recommendations to the Board with respect to compensation and employment actions. The Presidents and Executive Director are evaluated by the Board annually. The performance evaluation is based upon the terms of any employment agreement, the duties outlined in the policy and mutually agreed upon goals. Final decisions with respect to compensation and employment actions with regard to chief executive officers are made by the Board.

e. Compensation and Benefits

(1) Each chief executive officer's annual salary compensation shall be set and approved by the Board. The chief executive officers shall not receive supplemental salary compensation from Board may authorize an affiliated institutional foundation or from any other source except that institutional Presidents may receive to contribute funds to an institution for purposes of presidential compensation, perquisites, or benefits as permitted by topic 3, subtopic ~~dE~~, below and as such is specifically approved by the Board in each instance. A chief executive officer may not receive supplemental compensation or benefits related to his or her service to the institution or agency from outside sources without prior Board approval.

(2) In addition to the salary compensation referred to above, each chief executive officer shall receive the usual and ordinary medical, retirement, leave, educational, and other benefits available to all institutional, and agency, ~~and school~~ employees.

~~f.~~(3) Each chief executive officer shall receive reasonable and adequate liability insurance coverage under the state's risk management program.

~~g.~~(4) Relocation and moving expenses incurred by each chief executive officer will be paid in accordance with the policies and rates established by the State Board of Examiners.

~~h.~~(5) Each chief executive officer earns annual leave at a rate of two (2) days per month or major fraction thereof of credited state service.

f. Termination

In the event a chief executive officer's appointment is terminated by Board action (for or without cause), than such individual shall only be entitled to continued compensation or benefits, if any, for which he or she may be eligible under the terms of his or her employment agreement.

3. Institutional Presidents: Housing, Automobile, and Expense Reimbursement, ~~and Termination Policy~~

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: E. Executive Officers

October 2007/June, 2009

- a. The institutional Presidents are responsible for hosting official functions to promote their respective institutions. ~~The University of Idaho, Idaho State University, and Lewis Clark State College each own homes that are the most suitable facilities available for this purpose.~~ At these institutions with official residences, the Presidents of such institutions are required to live in the official residences provided.

To preserve the image of the institutions and to provide adequate maintenance of state-owned property, the institutions shall provide support services for these residences. This support shall include maintenance and repairs, utilities, and grounds keeping.

In the event that the institution does not own an official residence, a housing allowance will be provided that is similar in value to living in an official residence. In addition, this allowance shall cover reasonable maintenance and repair expenses related to the use of this home as the President's official residence.

- b. Each institutional President shall be provided an automobile. Maintenance, repairs, gas for business use, and insurance shall be provided for this vehicle.

If an institutional President does not elect to use a vehicle provided by the institution, the institution will provide the President a vehicle allowance in lieu of the cost of leasing, automobile maintenance, and insurance. Documented business travel will be reimbursed to compensate for gasoline costs.

- c. The institutional Presidents shall receive reimbursement for official entertainment expenses. Public relations and other out-of-pocket expenses may be reimbursed if they are directly related to the function of the institution as determined by the President. (See fiscal policy for entertainment and related expenses.)

~~d. Terminations~~

~~In the event an institutional President's appointment is terminated by Board action (for or without cause), the President shall be paid all compensation and benefits under the terms of his or her annual letter of agreement until the end of such annual period of appointment.~~

- d. Foundation Provided Funds for Compensation, Perquisites, or Benefits

(1) Perquisites or benefits for the institutional Presidents, may be provided by the institution's. An affiliated foundation meeting all requirements of Section V, Subsection E of the Board's Governing Policies and Procedures may contribute funds to an institution for purposes of presidential compensation, perquisites, -or benefits, if approved by the Board on a case-by-case basis. Such contributions shall only be made with an affiliated foundation's unrestricted funds. An agreement detailing the nature and scope of the contributions to be provided for purposes of presidential compensation, perquisites, or benefits shall be entered into between the institution and foundation, and shall be reviewed by the Board.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

SUBSECTION: E. Executive Officers

October 2007/June, 2009

~~4. Agency Head for the Idaho School for the Deaf and the Blind (ISDB): Housing and Automobile Policy~~

~~a. The director for the ISDB is responsible for hosting official functions to promote the school. The ISDB owns a home that is the most suitable facility available for this purpose. The director for the ISDB is required to live in this official residence.~~

~~To preserve the image of the ISDB and to provide adequate maintenance of state owned property, the ISDB shall provide support services for this residence. This support shall include maintenance, utilities, custodial, and grounds keeping.~~

~~b. The director for the ISDB shall be provided an automobile. Maintenance, repairs, gas for business use, and insurance shall be provided for this vehicle.~~

5. President Emeritus/Emerita Designation

The Board may choose to grant President Emeritus/Emerita status to a retiring President. President Emeritus/Emerita status should be reserved to honor, in retirement, a president who has made distinguished professional contributions to the institution and who has also served a significant portion of his/her career at the institution. The intent of conferring President Emeritus/Emerita status is to bestow an honorary title in recognition of successful tenure in the Presidential role.

a. Appointment Procedure

An institution may forward a recommendation to the Board that this honorary title be conferred upon a President that is retiring or has retired from the institution. Each institution shall provide for input into the recommendation from the campus community.

b. Rights, Privileges and Responsibilities

Rights and privileges of such a distinction shall be, insofar as resources will allow, similar to those of active institutional staff, including such privileges as:

(1) staff privileges for activities, events and campus facilities;

(2) receipt of institutional newspaper and other major institutional publications and receipt of employee/spouse fee privilege (see Section V. R.).

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BUSINESS AFFAIRS AND HUMAN RESOURCES
JUNE 18, 2009

COLLEGE AND UNIVERSITIES

SUBJECT

Presidential compensation placeholder

BACKGROUND/DISCUSSION

No materials are available at this time

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