

**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014**

TAB	DESCRIPTION	ACTION
BOISE STATE UNIVERSITY		
1	Addendum to Multi-Year Employment Agreement - Track and Cross Country Head Coach	Motion to approve
BOISE STATE UNIVERSITY		
2	Amendment to Multi-Year Employment Agreement – Men’s Basketball Head Coach	Motion to approve
IDAHO STATE UNIVERSITY		
3	Salary Increase – Women’s Softball Head Coach	Motion to approve
UNIVERSITY OF IDAHO		
4	Extension to Multi-Year Employment Agreement – Women’s Basketball Head Coach	Motion to approve
UNIVERSITY OF IDAHO		
5	Extension to Multi-Year Employment Agreement – Men’s Basketball Head Coach	Motion to approve

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

BOISE STATE UNIVERSITY

SUBJECT

Second addendum to employment agreement for Head Track and Cross Country Coach, Corey Ihmels

REFERENCE

August 2013 Idaho State Board of Education (Board) approved a two year, nine month employment agreement with an addendum

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In 2013, Boise State University (BSU) requested and received Board approval for a two year, nine month contract with an addendum for the Head Coach of Track and Cross Country, Corey Ihmels.

Addendum two provides increased incentives for academic achievement within the program and an increased retention bonus in year three of the contract.

IMPACT

In the second addendum BSU revisited the academic incentive pay that Coach Ihmels can earn for each of the six sports. Coach Ihmels may now annually qualify for a maximum of six academic incentive payments as follows:

National APR score for each sport:

50 – 59.9%	=	\$500
60 – 69.9%	=	\$550
70 – 79.9%	=	\$600
80 – 89.9%	=	\$750
90 – 100%	=	\$3,000

Additionally, the second addendum clarifies that athletic incentive payments may be earned for each of the six team sports:

Women's Cross Country (WCC)
Men's Cross Country (MCC)
Women's Indoor Track and Field (WIT)
Men's Indoor Track and Field (MIT)
Women's Outdoor Track and Field (WOT)
Men's Outdoor Track and Field (MOT)

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Athletic achievement pay may be based on several different components: a) performance per individual sport; b) individual student-athlete achievement; or c) one-time annual occurrences. In addition, a new incentive has been added to the existing athletic incentive pay:

All-American = \$750
(Top 9-16 [WIT, MIT, WOT, MOT], Top 40 [WCC and MCC])

Unless renewed, the employment agreement will still end on June 30, 2016, the end of the agreement's third and final year, but Ihmels will receive a retention bonus of \$20,000 if he stays for the third and final year.

ATTACHMENTS

Attachment 1 – Current Base Contract and Addendum 1	Page 3
Attachment 2 – Redline of Addendum 2 to Addendum 1	Page 21
Attachment 3 – Proposed Addendum 2	Page 27
Attachment 4 – APR History and National Percentile Rank	Page 31

STAFF COMMENTS AND RECOMMENDATIONS

This is a contract addendum for BSU's Head Track and Cross Country Coach. The only terms changed in the addendum relate to supplemental compensation (incentive and retention payments) for the coach as delineated in the Impact section above. Of particular note under academic incentive pay is a new \$3,000 payment for a National APR score of 90% - 100%. In addition, the coach will receive a retention bonus of \$20,000 if he stays for the third and final year, on top of a \$15,000 retention bonus he received for 2014.

(The addendum format itself is not consistent with the Board's model contract, and BSU has since abandoned the use of the addendum in recent coach contracts brought to the Board.)

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into an Addendum No. 2 to the Employment Agreement for head Track and Cross Country Coach Corey Ihmels.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into this 10 day of ~~October~~, 2013 ("Effective Date") by and between Boise State University ("University") and Corey Ihmels ("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 track and field team (the "Position"). 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 (the "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 (the "President").

1.3. Duties. Coach shall manage and supervise the University's intercollegiate track and field team (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 and any addenda hereto. Coach shall, to the best of Coach's ability, and consistent with University policies and procedures, perform all duties and responsibilities customarily associated with the Position.

ARTICLE 2

2.1. Term. This Agreement shall commence on September 1, 2013 and terminate, without further notice to Coach, on June 30, 2016 (the "Term"), unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

- a) A salary in the amount set forth in the attached Addendum, payable in biweekly installments in accordance with normal University procedures (except as provided in the Addendum), and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits calculated on the "base salary" as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (the "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. University may provide supplemental compensation, as set forth in the attached Addendum.

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

3.2.2 The Coach may receive the compensation hereunder from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (collectively, "Programs"). Agreements requiring the Coach to participate in Programs related to Coach's 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 Coach's services to and appear on the Programs and to cooperate in their production, broadcasting, and

telecasting. It is understood that neither Coach nor any assistant coach shall appear without the prior written approval of the Director on any radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.3 Coach agrees that the University has the exclusive right to operate athletic camps ("Camps") on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the Camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the Camps, the University shall pay Coach supplemental compensation.

3.2.4 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with National Collegiate Athletic Association (the "NCAA") rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel, or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference of which the University is a member (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 University's Associate Athletic Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include the following, as they may be amended from time-to-time: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's Policy Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Conference.

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

Director and the President.

4.3 Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and Director for all athletically-related income and benefits from sources outside the University. Coach shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the Conference, or the NCAA. Sources of such income shall include, but are not limited to, the following: (a) income from annuities; (b) sports camps, clinics, speaking engagements, consultations, directorships, or related activities; (c) housing benefits (including preferential housing arrangements); (d) country club membership(s); (e) complimentary tickets (i.e., tickets to a Stampede game); (f) television and radio programs; (g) endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers.

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

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to the scheduling of Team's 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 set forth herein prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld. Coach shall not negotiate for or accept employment, under any circumstances, as a coach at any other institution of higher education or with any professional sports team requiring the performance of the duties set forth herein without first giving ten (10) days prior written notice to the Director.

ARTICLE 5

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

5.1.1 In addition to the definitions contained in applicable rules and policies, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, 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 thirty (30) days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules, or regulations of the University, the University's governing board, the Conference, or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or National Association of Intercollegiate Athletics ("NAIA") member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the

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

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

5.1.2 Suspension, 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 Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, University shall notify Coach whether, and if so when, the action will be effective.

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

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach, as liquidated damages and not a penalty, the "base salary" set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the 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 other employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other 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 the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach 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 (10) 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 agrees not to accept employment for compensation at less than the fair market value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

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

5.2.4 In the event of non-renewal or termination of Coach's employment, Coach will use all accumulated annual leave prior to the end of the contract period.

5.3 Termination by Coach for Convenience.

5.3.1 The Coach recognizes that Coach's 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 Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate Coach's employment with the University before the end of the contract Term.

5.3.2 The Coach, may terminate this Agreement for convenience during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after such written notice is given to the University. Such termination must occur at a time outside the Team's season (including NCAA post-season competition) so as to minimize the impact on the program.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for convenience Coach shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before June 30, 2014, the sum of \$20,000.00; (b) if the Agreement is terminated between July 1, 2014 and June 30, 2015 inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

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

5.4 Termination Due to Disability or Death of Coach.

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

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

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

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

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

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in the State Board of Education and Board or Regents of the University of Idaho Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, and the University Policies or Faculty-Staff Handbook.

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

the University:	Boise State University Director of Athletics 1910 University Drive Boise, Idaho 83725-1020
with a copy to:	Boise State University Office of the President 1910 University Drive Boise, Idaho 83725-1000
the Coach:	Corey Ihmels Address on file with University's Human Resource Services

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

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

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

6.13 Non-Use of Names and Trademarks. The Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of Coach's 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, and the attached Addendum, constitute the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that Coach 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.

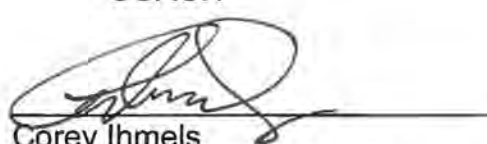
IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Agreement and the incorporated documents attached hereto and have executed this Agreement freely and agree to be bound hereby as of the Effective Date.

UNIVERSITY



Dr. Robert Kustra, President

COACH



Corey Ihmels
Head Track & Field Coach

Approved by the Board on the 15 day of August, 2013.

**Addendum to Employment Agreement between
Boise State University and Corey Ihmels**

This Addendum (the "Addendum") to the Employment Agreement (the "Agreement") dated October 10, 2013, by and between Boise State University (the "University") and Corey Ihmels ("Coach"), is entered into this 10 day of October, 2013 ("Effective Date").

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the parties make the following additions to the Agreement.

1. NCAA Compliance. Coach shall have a strong working knowledge and understanding of all National Collegiate Athletic Association (the "NCAA") Rules and Regulations ("NCAA Rules") regarding compliance issues. Per NCAA policy, Coach must annually pass the NCAA Coaches Certification Test before contacting any prospects off-campus.
2. NCAA Violations. In the event Coach or Coach's Team (as that term is defined in Section 1.3 of the Agreement) is found in violation of NCAA Rules, Coach shall be subject to disciplinary or corrective action up to and including as provided for in Section 5.1 of the Agreement.
3. University Name/Logo. Coach shall not use, directly or by implication, the University name or logo in the endorsement of commercial products or services for personal gain without obtaining prior written approval from the Director of Athletics (the "Director") and the University President (the "President").
4. Additional Rules and Regulations. Coach shall be subject to the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, University policies, the rules of the conference of which the University is a member, and the NCAA Rules as they now exist, and as they may be amended from time-to-time during the term of Coach's employment. Material violation of any of the above rules shall constitute cause for which the University may in its discretion institute discipline up to and including termination of employment as provided in Section 5.1 of the Agreement.
5. Specific Duties of Coach. In addition to the duties outlined in the Agreement, Coach is expected to devote full-time to recruitment and coaching duties as appropriate. Coach will work with and address the media, attend all staff meetings, public relations functions, dinners, awards banquets, and will make appearances as directed by the Director.
6. Compensation. University shall provide to Coach an annualized salary of \$75,000 pro-rated for the period of September 1, 2013 to June 30, 2014, \$78,750 the second year and

\$82,688 the third year of the contract. The annual salary for this position includes compensation to employee in lieu of a courtesy vehicle.

7. Signing Bonus. University shall pay to Coach a signing bonus in the amount of \$15,000 to be paid in equal installments on each pay day between September 1, 2013 through March 15, 2014, while coach is still employed by University.
8. Retention Bonuses. University shall provide to Coach an annual retention bonus in the amount of \$15,000 to be paid in equal installments beginning the first pay day in August through the last pay day in December in years 2014 and 2015 while coach is still employed by University.
9. Athletic Incentive Pay. Coach may qualify for Athletic Incentive Pay as follows:

Championship incentive pay:

Conference Championship (up to three per academic year)	\$3,000
---	---------

National Championship (one time only per academic year)	\$10,000
---	----------

National ranking pay (only one of the following per academic year paid once based upon the highest ranking achieved in all 6 sports):

Top 5 National Ranking at end of season	\$5,000
---	---------

Top 10 National Ranking at end of season	\$3,000
--	---------

Top 15 National Ranking at end of season	\$2,500
--	---------

Top 20 National Ranking at end of season	\$2,000
--	---------

Top 25 National Ranking at end of season	\$1,000
--	---------

Other incentive pay:

Qualify Team (5 or more men OR women) for NCAA First Round (per sport)	\$500
--	-------

Qualify Team (5 or more men OR women) for NCAA Nationals (per sport)	\$1,000
--	---------

NCAA Individual Champion (per champion)	\$1,500
---	---------

Individual Conference Champion	\$500
--------------------------------	-------

(per champion)

NCAA Individual Scorer [2 - 8 Finish]	\$500
Conference Coach of the Year	\$2,000
NCAA Regional Coach of the Year	\$1,500
NCAA National Coach of the Year	\$2,500

If Coach qualifies for Athletic Incentive Pay, University will pay Coach within 45 days of the event or award giving rise to the Incentive Pay, if Coach is still employed by University on that date.

10. Academic Incentive Pay. Coach may qualify for separate Academic Incentive Pay in each of the six (6) sports encompassing the Team (Women's Cross Country, Men's Cross Country, Women's Indoor Track and Field, Men's Indoor Track and Field, and Women's Outdoor Track and Field, and Men's Outdoor Track and Field) if the annual Academic Progress Rate ("APR") for a sport meets the following levels in the National Ranking:

National Rank within Sport

50 th - 59.9%	=	\$500
60 th - 69.9 %	=	\$550
70 th - 79.9 %	=	\$600
80 th % or above	=	\$650

For the purposes of clarification and for the avoidance of doubt, Coach may be eligible for up to six (6) separate annual Academic Incentive Payments per academic year. If Coach qualifies for Academic Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.

11. Effect on Agreement. No other terms or conditions of the Agreement shall be negated or changed as a result of this Addendum.
12. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Addendum and have executed this Addendum freely and agree to be bound hereby as of the Effective Date.

Signed:



Dr. Robert Kustra
President



Corey Ihmels
Head Coach - Track & Field

Approved by the Board on the ____ day of _____, 2013.

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**Second Addendum to Employment Agreement between
Boise State University and Corey Ihmels**

This Second Addendum (the “Addendum”) to the Employment Agreement (the “Agreement”) dated _____, 20132014, by and between Boise State University (the “University”) and Corey Ihmels (“Coach”), is entered into this _____ day of _____, 20132014 (“Effective Date”).

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the parties make the following additions to the Agreement.

1. NCAA Compliance. Coach shall have a strong working knowledge and understanding of all National Collegiate Athletic Association (the “NCAA”) Rules and Regulations (“NCAA Rules”) regarding compliance issues. Per NCAA policy, Coach must annually pass the NCAA Coaches Certification Test before contacting any prospects off-campus.
2. NCAA Violations. In the event Coach or Coach’s Team (as that term is defined in Section 1.3 of the Agreement) is found in violation of NCAA Rules, Coach shall be subject to disciplinary or corrective action up to and including as provided for in Section 5.1 of the Agreement.
3. University Name/Logo. Coach shall not use, directly or by implication, the University name or logo in the endorsement of commercial products or services for personal gain without obtaining prior written approval from the Director of Athletics (the “Director”) and the University President (the “President”).
4. Additional Rules and Regulations. Coach shall be subject to the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, University policies, the rules of the conference of which the University is a member, and the NCAA Rules as they now exist, and as they may be amended from time-to-time during the term of Coach’s employment. Material violation of any of the above rules shall constitute cause for which the University may in its discretion institute discipline up to and including termination of employment as provided in Section 5.1 of the Agreement.
5. Specific Duties of Coach. In addition to the duties outlined in the Agreement, Coach is expected to devote full-time to recruitment and coaching duties as appropriate. Coach will work with and address the media, attend all staff meetings, public relations functions, dinners, awards banquets, and will make appearances as directed by the Director.
6. Compensation. University shall provide to Coach an annualized salary of \$75,000 pro-rated for the period of September 1, 2013 to June 30, 2014, \$78,750 the second year and

\$82,688 the third year of the contract. The annual salary for this position includes compensation to employee in lieu of a courtesy vehicle.

~~7. Signing Bonus. University shall pay to Coach a signing bonus in the amount of \$15,000 to be paid in equal installments on each pay day between September 1, 2013 through March 15, 2014, while coach is still employed by University.~~

~~8.7. Retention Bonuses. University shall provide to Coach an annual retention bonus in the amount of \$~~15~~20,000 to be paid in equal installments beginning the first pay day in August through the last pay day in December ~~in years 2014 and 2015~~for the third year of the contract (July 1, 2015-June 30, 2016) while coach is still employed by University.~~

8. Athletic Incentive Pay. The Team is comprised of six (6) sports (Women's Cross Country (WCC), Men's Cross Country (MCC), Women's Indoor Track and Field (WIT), Men's Indoor Track and Field (MIT), and Women's Outdoor Track and Field (WOT), and Men's Outdoor Track and Field MOT)). Some Athletic Achievement Pay is based on performance per individual sport, some are based on individual student-athlete achievement, and some are one-time annual occurrences.

8.1. Coach may qualify for Athletic Incentive Pay as follows:

A. For per sport achievements (up to six times per year):

Championship incentive pay:

Conference Championship ~~(up to three per academic year)~~ \$3,000

National Championship ~~(one time only per academic year)~~ \$10,000

National ranking pay ~~(only one of the following per academic year paid once based upon the highest ranking achieved in all 6 sports):~~

Top 5 National Ranking at end of season \$5,000 or

Top 10 National Ranking at end of season \$3,000 or

Top 15 National Ranking at end of season \$2,500 or

Top 20 National Ranking at end of season \$2,000 or

Top 25 National Ranking at end of season \$1,000

Other incentive pay:

All-American \$750

(Top 9-16 [WIT, MIT, WOT, MOT], Top 40 [WCC and MCC])

B. For per sport achievements (up to three times per year): [Men's and Women's Outdoor combined, Men's and Women's Indoor combined and Men's and Women's Cross Country combined]

Qualify Team ~~(for NCAA Regionals:~~
5 or more ~~men OR women)~~ for NCAA First Round student-athletes
\$500
~~(per sport)~~

Qualify Team ~~(5-10 student-athletes~~ \$1,000
11 or more men OR women) for student-athletes \$1,500

Qualify Team NCAA Nationals:
5 student-athletes \$1,000
~~(per sport)~~

NCAA Individual Champion 6 or more student-athletes
\$1,500
~~(per champion)~~

Individual Conference Champion \$500
~~(per champion)~~

NCAA Individual Scorer [2 - 8 Finish] \$500

Conference Coach of the Year \$2,000

NCAA Regional Coach of the Year
\$1,500 \$2,000

NCAA National Coach of the Year
\$2,500

C. One time per academic year achievements:

National Championship \$10,000

D. Individual Student-Athlete achievement in any sport:

Individual Conference Champion \$500
(per champion)

NCAA Individual Champion \$1,500
(per champion)

NCAA Individual Scorer [2 - 8 Finish] \$1,000
(per champion)

If Coach qualifies for Athletic Incentive Pay, University will pay Coach within 45 days of the event or award giving rise to the Incentive Pay, if Coach is still employed by University on that date.

9. Academic Incentive Pay. Coach may qualify for separate Academic Incentive Pay in each of the six (6) sports encompassing the Team (Women's Cross Country, (WCC), Men's Cross Country, (MCC), Women's Indoor Track and Field, (WIT), Men's Indoor Track and Field, (MIT), and Women's Outdoor Track and Field, (WOT), and Men's Outdoor Track and Field, (MOT)) if the annual Academic Progress Rate ("APR") for a sport meets the following levels in the National Ranking:

National Rank within Sport

50 th - 59.9%	=	\$500
60 th - 69.9 %	=	\$550
70 th - 79.9 %	=	\$600
80 th % or above	=	\$650 89.9% = <u>\$750</u>

90th - 100% = \$3,000

For the purposes of clarification and for the avoidance of doubt, Coach may be eligible for up to six (6) separate annual Academic Incentive Payments per academic year. If Coach qualifies for Academic Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.

10. Effect on Agreement. This Second Addendum replaces the Addendum dated October 10, 2013. No other terms or conditions of the Agreement shall be negated or changed as a result of this Addendum.
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IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Addendum and have executed this Addendum freely and agree to be bound hereby as of the Effective Date.

Signed:

Dr. Robert Kustra
President

Corey Ihmels
Head Coach - Track & Field

| Approved by the Board on the ____ day of _____, ~~2013~~2014.

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**Second Addendum to Employment Agreement between
Boise State University and Corey Ihmels**

This Second Addendum (the "Addendum") to the Employment Agreement (the "Agreement") dated _____, 2014, by and between Boise State University (the "University") and Corey Ihmels ("Coach"), is entered into this _____ day of _____, 2014 ("Effective Date").

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the parties make the following additions to the Agreement.

1. NCAA Compliance. Coach shall have a strong working knowledge and understanding of all National Collegiate Athletic Association (the "NCAA") Rules and Regulations ("NCAA Rules") regarding compliance issues. Per NCAA policy, Coach must annually pass the NCAA Coaches Certification Test before contacting any prospects off-campus.
2. NCAA Violations. In the event Coach or Coach's Team (as that term is defined in Section 1.3 of the Agreement) is found in violation of NCAA Rules, Coach shall be subject to disciplinary or corrective action up to and including as provided for in Section 5.1 of the Agreement.
3. University Name/Logo. Coach shall not use, directly or by implication, the University name or logo in the endorsement of commercial products or services for personal gain without obtaining prior written approval from the Director of Athletics (the "Director") and the University President (the "President").
4. Additional Rules and Regulations. Coach shall be subject to the State Board of Education Rules (ID. ADMIN. CODE r. 08.01.01 et seq.) and Governing Policies and Procedures Manual, University policies, the rules of the conference of which the University is a member, and the NCAA Rules as they now exist, and as they may be amended from time-to-time during the term of Coach's employment. Material violation of any of the above rules shall constitute cause for which the University may in its discretion institute discipline up to and including termination of employment as provided in Section 5.1 of the Agreement.
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8.1. Coach may qualify for Athletic Incentive Pay as follows:

A. For per sport achievements (up to six times per year):

Championship incentive pay:	
Conference Championship	\$3,000
National ranking pay:	
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Top 15 National Ranking at end of season	\$2,500 or
Top 20 National Ranking at end of season	\$2,000 or
Top 25 National Ranking at end of season	\$1,000
All-American	\$750
(Top 9-16 [WIT, MIT, WOT, MOT], Top 40 [WCC and MCC])	

B. For per sport achievements (up to three times per year): [Men's and Women's Outdoor combined, Men's and Women's Indoor combined and Men's and Women's Cross Country combined]

Qualify Team for NCAA Regionals:	
5 or more student-athletes	\$500
10 student-athletes	\$1,000
11 or more student-athletes	\$1,500
Qualify Team NCAA Nationals:	
5 student-athletes	\$1,000
6 or more student-athletes	\$1,500

Conference Coach of the Year	\$2,000
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NCAA Regional Coach of the Year	\$2,000
---------------------------------	---------

NCAA National Coach of the Year	\$2,500
---------------------------------	---------

C. One time per academic year achievements:

National Championship	\$10,000
-----------------------	----------

D. Individual Student-Athlete achievement in any sport:

Individual Conference Champion (per champion)	\$500
--	-------

NCAA Individual Champion (per champion)	\$1,500
--	---------

NCAA Individual Scorer [2 - 8 Finish] (per champion)	\$1,000
---	---------

If Coach qualifies for Athletic Incentive Pay, University will pay Coach within 45 days of the event or award giving rise to the Incentive Pay, if Coach is still employed by University on that date.

9. Academic Incentive Pay. Coach may qualify for separate Academic Incentive Pay in each of the six (6) sports encompassing the Team (Women's Cross Country(WCC), Men's Cross Country (MCC), Women's Indoor Track and Field (WIT), Men's Indoor Track and Field (MIT), and Women's Outdoor Track and Field (WOT), and Men's Outdoor Track and Field(MOT)) if the annual Academic Progress Rate ("APR") for a sport meets the following levels in the National Ranking:

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90 th – 100%	=	\$3,000

For the purposes of clarification and for the avoidance of doubt, Coach may be eligible for up to six (6) separate annual Academic Incentive Payments per academic year. If Coach qualifies for Academic Incentive Pay, it will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA, if Coach is still employed by the University on that date.

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IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Addendum and have executed this Addendum freely and agree to be bound hereby as of the Effective Date.

Signed:

Dr. Robert Kustra
President

Corey Ihmels
Head Coach - Track & Field

Approved by the Board on the ____ day of _____, 2014.

BOISE STATE UNIVERSITY
Mens & Womens Track & Field/Cross-Country
APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2009-10	2010-11	2011-12	2012-13
Men's Cross Country	929	1000	1000	1000
<i>National % Rank by Sport</i>	<i>0-10</i>	<i>90-100</i>	<i>90-100</i>	<i>90-100</i>
Men's Track, Indoor	944	1000	970	929
<i>National % Rank by Sport</i>	<i>10-20</i>	<i>90-100</i>	<i>50-60</i>	<i>0-10</i>
Men's Track, Outdoor	956	963	979	946
<i>National % Rank by Sport</i>	<i>30-40</i>	<i>40-50</i>	<i>60-70</i>	<i>10-20</i>
Women's Cross Country	850	922	1000	967
<i>National % Rank by Sport</i>	<i>0-10</i>	<i>0-10</i>	<i>90-100</i>	<i>10-20</i>
Women's Track, Indoor	960	944	987	953
<i>National % Rank by Sport</i>	<i>20-30</i>	<i>0-10</i>	<i>60-70</i>	<i>0-10</i>
Women's Track, Outdoor	1000	980	987	952
<i>National % Rank by Sport</i>	<i>90-100</i>	<i>50-60</i>	<i>60-70</i>	<i>0-10</i>

MULTI-YEAR (4-Year Rolling Average)

Men's Cross Country	982	991	990	981
Men's Track, Indoor	961	969	985	962
Men's Track, Outdoor	961	959	979	962
Women's Cross Country	982	961	956	941
Women's Track, Indoor	972	966	966	957
Women's Track, Outdoor	983	988	985	975

NOTE: Coach Ihmels' start date as coach was October 2013

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

BOISE STATE UNIVERSITY

SUBJECT

Amendment to employment agreement with Head Men's Basketball Coach Leon Rice

REFERENCE

June 2010	The Idaho State Board of Education (Board) approved employment agreement with Men's Head Basketball Coach Leon Rice
June 2013	Board approved new five year employment agreement with Coach Rice
June 2014	Board approved revised five year employment agreement with Coach Rice expiring March 2019

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In June 2014, the Board approved a new five year employment contract with Head Men's Basketball Coach Leon Rice.

After reviewing the contract, the Board instructed Boise State University (BSU) to return with an amendment to the contract increasing the academic achievement compensation to be commensurate with the athletic achievement pay for conference championship. BSU and Coach Rice agreed to the following terms:

Academic Achievement Compensation:

National Percentile Rank	
50 to 59.9%	\$ 5,000
60 to 69.9%	\$ 8,000
70 to 79.9%	\$ 12,000
80 to 89.9%	\$ 15,000
90 to 94.9%	\$ 17,000
95% or above	\$ 20,000

IMPACT

The amendment will provide increased incentives for academic achievement within the program over the next five years.

ATTACHMENTS

Attachment 1 – Current Base Contract 2014-2019	Page 3
Attachment 2 – Proposed First Amendment	Page 19
Attachment 3 – APR Data	Page 21

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

STAFF COMMENTS AND RECOMMENDATIONS

At the June Board meeting Board members observed that if a coach's base salary is increased, there should also be a corresponding increase in the value of academic incentive payments. As a rule of thumb, the Board has generally looked favorably on maximum academic incentive payments that are equivalent in value to that of a conference championship. The Rice contract provides that the coach is eligible for \$15,000 upon winning the conference tournament championship. Therefore, the proposed amendment would have maximum academic incentive even higher than a conference championship.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into a first amendment to the 2014-2019 employment agreement with Coach Leon Rice as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (University), and Leon Rice (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 Men's Basketball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment commencing on July 1, 2014 and terminating on March 31, 2019 unless sooner terminated in accordance with other provisions of this Agreement.

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

2.3. Conference Change Term Extension. If the conference affiliation of the University (currently the Mountain West Conference) changes during the term of this agreement and Coach's employment is not already terminated or suspended as otherwise provided herein, this Agreement shall automatically be extended by one (1) additional year to its then existing term; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension of the additional year as provided in this section 2.3 would have the effect of making the then existing term of this agreement longer than five (5) years, then this provision shall be null and void and of no effect.

2.4. Automatic Extensions. The term of this Agreement will be automatically extended by one (1) additional year commencing on April 1 and concluding on March 31 for each season in which the Team has at least eighteen (18) wins or advances to the NCAA Tournament; provided, however, that at no time may the term of this Agreement exceed five (5) years. If the extension, as provided in this section 2.4, would have the effect of making the then existing term of this Agreement longer than five (5) years, then this provision shall be null and void and of no effect. For the purpose of calculation of wins, such wins must occur during the regular season, the conference tournament, the National Invitation Tournament ("NIT"), or the NCAA Tournament, to the exclusion of all other pre-season exhibition games or post-season invitational tournaments.

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 \$596,573 per year, payable in biweekly installments in accordance with normal University procedures, such amount to increase by three percent (3%) on April 1 of each year of the Agreement;;
- 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. Coach may earn supplemental compensation as follows:

3.2.1. Athletic Achievement:

- a) Regular Season Conference Champions \$5,000
- b) The greater of the following two:

Conference Tournament Finalist	\$3,000
Conference Tournament Champions	\$15,000
- c) NCAA Tournament game wins \$5,000 per game

- d) NIT appearances \$3,000 per game
- e) The greater of the following two:

Winning Record (more wins than losses)	\$4,000
20 Wins	\$8,000
- f) At-large selection to the NCAA Tournament \$5,000

3.2.2 Academic Achievement

- a) Coach shall qualify for supplemental pay annually if the one-year Academic Progress Rate ("APR", meaning the measurement as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs) for that year meets the following levels in the National Ranking within men's basketball (four-year rate):

i.	50% to 59.9%	\$5,000
ii.	60% to 69.9%	\$7,500
iii.	70% to 79.9%	\$10,000
iv.	80% or above	\$12,500

3.2.3 Conditions for payment of Academic and Athletic Achievement supplemental compensation.

- a) Payment Date for Academic Achievement Supplemental Compensation and for Athletic Achievement Supplemental Compensation shall be made July 1st of each year following the completion of the season in which it is earned.
- b) In order to receive the 3.2.1 supplemental compensation, the basketball team's retention rate must be at least 50 percent for the academic year in which the supplemental pay is earned. The retention rate will be calculated anew each year and will not be cumulative.

3.2.4 Each year Coach may be eligible to receive supplemental compensation based on the overall development of the intercollegiate men's basketball program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University students, staff, faculty, alumni and boosters; and any other factors the President wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President to request from, and subject to approval at the sole discretion of, the State Board of Education.

3.2.5 Compensation for Media. The Coach may receive a portion of the section 3.1.1(a) compensation from the University, the University's designated media outlet(s), or from public appearance fees or a combination thereof (at the discretion of the University and the Media outlets), each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). This sum may be paid either through the University by-weekly payroll or may be paid monthly directly from the media outlets. The Coach will be advised annually, or at other times as needed, as to the source of payment. Coach acknowledges that the differing sources of payment may change the nature of the benefits attached to such payments and the University and Coach shall mutually agree on such changes if there is a alteration to the source of payment. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 Summer Camp. The University may operate a summer youth basketball camp using University facilities, and in so doing, the University shall allow Coach the opportunity to earn supplemental compensation by assisting the University in his capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In considering whether to operate a summer youth camp, the University may consider the following conditions:

- a) The summer youth camp operation reflects positively on the University and the Department;
- b) The summer youth camp is operated as a University activity in which the University shall pay Coach a reasonable supplemental income based in part upon the revenue and expenses of the summer camp. The camp operation will have the opportunity to internally lease University facilities for the summer camp which will be charged as an operating expense of the camp;

- c) The Coach complies with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- d) All revenues and expenses of the camp shall be deposited with and paid by the University.
- e) If required by the University, Coach shall secure through University risk management as an expense of the camp, supplemental 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;

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

3.2.7 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University has the authority to enter into an agreement with a company 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 a product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by the University's designated company, or give a lecture at an event sponsored in whole or in part by said company, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head basketball coach. In order to avoid entering into an agreement with a competitor of the University's designated company, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not, without University approval, endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.2.8 Away Game Guarantee. In the event University schedules an away contest with a non-conference opponent for which a game guarantee is paid to University by the host institution, the payment shall be distributed as follows: (a) the first \$50,000 of the game guarantee will be retained by the Department; (b) any amount of the

game guarantee exceeding \$50,000, less expenses associated with the contest, will be distributed to Coach and Assistant Coaches at the recommendation of Coach, subject to Director's final approval.

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 salary provided pursuant to section 3.1.1 that is also paid through the University, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

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

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

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

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

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

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

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

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

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

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

4.8 Specific Duties of Coach. The Coach is expected to devote full time to coaching and recruitment involving the Men's Basketball team as the Head Coach. The Coach will attend all staff meetings, public relation functions, dinners, awards banquet

and make appearances as directed by Athletic Director unless excused by Athletic Director. Such functions shall include, but are not limited to, the following:

- a) The annual BAA Bar-B-que;
- b) The weekly BAA gatherings during the relevant season;
- c) The annual BAA Endowment dinner;
- d) The BSU Athletic Hall of Fame dinner;
- e) The BAA Bronze Bronco Award banquet;
- f) The BAA/Alumni Auction dinner;
- g) All Athletic Department staff meetings called by Athletic Director;
- h) Athletic Department Graduation Reception;
- i) Bronco Series Golf Tournaments.

ARTICLE 5

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

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

- a) A repetitive 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 cure any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) (i) A repetitive or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board or the conference, or (ii) the finding by the NCAA of a repetitive or major violation of the rules or policies of the NCAA, including but not limited to any major violation which may have occurred during the employment of Coach at another NCAA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes a grave violation of the moral sentiment or accepted moral standards of society or that

would, in the University's reasonable 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 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 when the Coach had actual knowledge of, or in the proper and faithful performance of his duties should have known of, such violation; or
- i) A major violation of any applicable law or the policies, rules or regulations of the University or the University's governing board, or the finding by the conference or the NCAA of a major violation of the rules or policies of 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, in the proper and faithful performance of his duties, should have known of the violation and could have prevented it by ordinary supervision.

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

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

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay to Coach the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the 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 other employment after such termination, then the amount of compensation University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other 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 the Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue the health insurance plan and group life insurance as if Coach 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 by University after the date Coach obtains other employment, to which Coach is not entitled under this provision.

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

be, a penalty. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

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 and pursues employment as, or performs the services or duties regularly associated with, a head coach in NCAA Division 1 collegiate basketball, professional basketball in any capacity, sports media in any capacity he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement if the Agreement is terminated on or before expiration of the term, including any extensions thereof, the sum of \$175,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University. Coach has been given an opportunity to consult with legal counsel of his own choosing and has not relied upon the advice of any legal counsel acting on behalf of the University.

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

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

5.8 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends 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 Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Policies.

5.9 Use of Annual Leave. In the event of non-renewal or termination Coach will use all accumulated annual leave prior to the end of the contract period.

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

with a copy to: President
1910 University Drive
Boise, ID 83725-100

the Coach: Leon Rice
Last known address on file with
University's Human Resource Services

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

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

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

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

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

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, including the Employment Agreement effective July 1, 2013, with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by University's Board of Trustees.

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

UNIVERSITY

COACH

 7-16-14
Robert W. Kustra, President Date

 7-3-14
Leon Rice Date

Approved by the Board of Trustees on the 19 day of June, 2014.

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FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment (the “Amendment”) modifies the Employment Agreement (the “Employment Agreement”) between Boise State University (“University”) and Leon Rice (“Coach”), and is effective as of November 1, 2014, subject to the approval of the Idaho State Board of Education.

WHEREAS, Coach currently serves, and University desires that Coach continue to serve, as the Head Coach for the University’s intercollegiate men’s basketball program; and

WHEREAS, the parties have previously entered into the Employment Agreement, dated and effective July 1, 2014; and

WHEREAS, the parties wish to amend the Employment Agreement in order to provide additional incentives to Coach in recognition of academic achievement and to clarify Coach’s duties regarding summer camps;

NOW THEREFORE, in consideration of the mutual representations, agreements, and promises herein contained, the parties hereto do hereby agree to amend the Employment Agreement as follows:

1. Status of Employment Agreement. Except as modified herein, the terms of the Employment Agreement remain in full force and effect.

2. Academic Achievement Supplemental Compensation. Section 3.2.2 of the Employment Agreement shall be deleted in its entirety and replaced with a new Section 3.2.2 as follows:

“3.2.2 Academic Achievement

- a) Coach shall qualify for supplemental pay annually if the one-year Academic Progress Rate (“APR”, meaning the measurement as used by the NCAA to track academic progress of NCAA eligible student athletes and NCAA athletic programs) for that year meets the following levels in the National Ranking within men’s basketball (four-year rate):

i.	50% to 59.9%	\$5,000
ii.	60% to 69.9%	\$8,000
iii.	70% to 79.9%	\$12,000
iv.	80% to 89.9%	\$15,000
v.	90% to 94.9%	\$17,000
vi.	95% or above	\$20,000”

3. Summer Camp Insurance. Section 3.2.6(e) shall be deleted in its entirety.

UNIVERSITY

COACH

Robert W. Kustra
President

Leon Rice
Head Men's Basketball Coach

Date

Date

Approved by the State Board of Education on the ____ day of October, 2014.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014**

ATTACHMENT 3

BOISE STATE UNIVERSITY
Men's Basketball
APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2009-10	2010-11	2011-12	2012-13
Men's Basketball	961	898	942	962
National % Rank by Sport	50-60	<10	30-40	60-70

MULTI-YEAR (4-Year Rolling Average)
--

Men's Basketball	976	956	950	941

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

IDAHO STATE UNIVERSITY

SUBJECT

Salary increase for Julie Wright, Head Women's Softball Coach

REFERENCE

December 2013

The Idaho State Board of Education (Board) approved a two-year 6-month employment agreement for Julie Wright, Head Women's Softball Coach

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

A two-year 6-month employment agreement for Julie Wright, Head Women's Softball Coach, was approved by the Board at the December 2013 Board meeting, at a salary of \$54,350.40. Ms. Wright received a 4% salary increase for FY2015, effective June 22, 2014, taking her salary to \$56,534.40.

Following two Big Sky Conference championship titles in a row and for retention purposes, Idaho State University (ISU) requests approval of an additional 6.77% salary increase from \$56,534.40 to \$60,361.60, effective September 1, 2014. No other changes are being made to the multi-year employment agreement.

IMPACT

This action will provide a stable coaching environment for the women's softball program, which has been very successful under Coach Wright, as well as stability and consistency for the Athletic Department as a whole.

ATTACHMENTS

Attachment 1 - Agreement Approved December 2013

Page 3

Attachment 2 - First Amendment to Employment Agreement

Page 17

STAFF COMMENTS AND RECOMMENDATIONS

Under Coach Wright's leadership ISU has won the Big Sky Conference's first two Big Sky Conference Softball championship titles. As a result, she has begun to receive interest and offers from other institutions to lead their programs. Most recently, in late August an institution offered her the head coaching position for them. In an effort to retain her, the ISU athletic director contacted Board staff to inquire how ISU could respond quickly in order to keep their coach. In consultation with the Athletic Committee chair and Board counsel, staff advised the athletic director that they could go ahead and offer a base salary increase subject to Board approval in October. Consistent with that guidance, ISU made a counteroffer for a salary increase effective immediately, subject to Board

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

approval. No other offers were made and no changes were made to the coach's existing multi-year agreement, which ends on June 10, 2016.

BOARD ACTION

I move to approve the request by Idaho State University to increase the base salary of Julie Wright, Head Women's Softball Coach, to \$60,361.60, effective September 1, 2014.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

(MODEL ATHLETICS CONTRACT)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University) and Julie Wright (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 softball team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) years, eight (8) months commencing on October 01, 2013 and terminating, without further notice to Coach, on June 10, 2016 unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

Based on Model Contract Version: 12/9/2010

Page 1

ATTACHMENT 1

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 \$54,340.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees);
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the regular season conference champion or co-champion, and if Coach continues to be employed as University's head Softball coach as of the ensuing June 5th the University shall pay to Coach supplemental compensation in an amount equal to two week's pay ($2/52 \times$ Annual Salary) of Coach's Annual Salary during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Team either wins the Big Sky Conference tournament, and if Coach continues to be employed as University's head Softball coach as of the ensuing June 5th, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay ($2/52 \times$ Annual Salary) of Coach's Annual Salary during the fiscal year in which the post-season participation are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year the Team advances in the NCAA Women's Softball Tournament, and if Coach continues to be employed as University's head Women's Softball coach as of the ensuing June 5th, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

Round 1	64 Teams	Advancement to Regional Championship	\$5,000.00
Round 2	32 Teams	Advancement to Super Regional	\$6,000.00
Round 3	16 Teams	Advancement to WCWS	\$9,000.00
Round 4	8 Teams	Advancement to Bracket Championship	\$12,000.00
Round 5	4 Teams	Advancement to WCWS Championship	\$15,000.00

Round 6 2 Teams Championship Title \$18,000.00

3.2.4 Each year the Team maintains a four-year average APR score of 975 or above, and if Coach continues to be employed as University head Softball coach as of the ensuing June 5th, Coach shall be eligible to receive supplemental compensation in the amount of \$1,500 during the fiscal year in which the four-year average APR score is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

3.2.5 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$1,000 based on the single-year APR score achievement and behavior of Team members, and if Coach continues to be employed as University head Softball coach as of the ensuing June 5th. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director. The determination shall be based on the following factors: the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere and the Team's one-year APR national ranking based on attainment of the following levels:

<u>Team APR Score</u>	<u>Incentive Pay</u>
Score of 960	\$600.00
Score of 970	\$700.00
Score of 980	\$800.00
Score of 990	\$900.00
Score of 1,000	\$1,000.00

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

3.2.6 Each year Team achieves a single-year (two semesters) combined average GPA of 3.20 or higher, and if Coach continues to be employed as University head Softball coach as of the ensuing June 5th, Coach shall be eligible to receive supplemental compensation in the amount of \$1,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

3.2.7 **(SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth Softball 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 softball 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 softball camps, the University shall pay Coach any net revenues resulting from the camp per year as supplemental compensation during each year of her employment as head Softball coach at the University, or direct those net revenues as an enhancement to the Softball program budget at the University. This amount shall be paid within 30 days after all camp bills have been paid.

3.2.8 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with adidas to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning an adidas product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by adidas, or give a lecture at an event sponsored in whole or in part by adidas, or make other educationally-related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder her duties and obligations as head Softball coach. In order to avoid entering into an agreement with a competitor of adidas, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

Based on Model Contract Version: 12/9/2010

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

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

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

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

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

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the University's President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits,

ATTACHMENT 1

or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

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

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

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or member institution;

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- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

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

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends; provided, however, in the event Coach obtains other employment of any kind or nature 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 other 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 other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Coach will be entitled to continue her health insurance plan and group life insurance as if she remained a University employee until the term of this Agreement ends or until Coach obtains 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 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 agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to her by University after the date she obtains other employment, to which she is not entitled under this provision.

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, other than to accept a position outside of NCAA Softball, then all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for her convenience she shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before June 10, 2014, the sum of \$20,000.00; (b) if the Agreement is terminated between June 11, 2014 and June 10, 2015, the sum of \$10,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

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

5.4 Termination due to Disability or Death of Coach.

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

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that the Coach's personal

ATTACHMENT 1

representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to the Coach's estate or beneficiaries thereunder.

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

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

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

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

5.8 Coach agrees that in the event of a termination of this Agreement pursuant to this Article 5, the University may, at its sole option, require Coach to take any or all of her accrued unused vacation days prior to the effective date of the termination.

ARTICLE 6

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

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

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

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

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

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

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

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

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

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the

ATTACHMENT 1

parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics

Jeffrey K. Tingey
921 S. 8th Ave. Stop 8173
Pocatello, ID 83209-8173

with a copy to: President

Arthur Vailas
921 S. 8th Ave. Stop 8310
Pocatello, ID 83209-8310

the Coach:

Julie Wright
Last known address on file with
University's Human Resource Services

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

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

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

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

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

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

6.16 Opportunity to Consult with Attorney. The Coach acknowledges that she 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.

ATTACHMENT 1

IDAHO STATE UNIVERSITY

COACH

Arthur C. Vailas, President Date

Julie Wright Date

Approved by the Board of Trustees on the ____ day of _____, 2013.

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FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment (the "Amendment") modifies the Employment Agreement (the "Employment Agreement") between Idaho State University ("University") and Julie Wright ("Coach"), and is effective as of September 1, 2014, subject to the approval of the Idaho State Board of Education.

WHEREAS, Coach currently serves, and University desires that Coach continue to serve, as the Head Coach for the University's intercollegiate softball team; and

WHEREAS, the parties have previously entered into the Employment Agreement, the term of which commenced December 19, 2013; and

WHEREAS, the parties wish to amend the Employment Agreement to provide additional compensation for Coach in recognition of her recent success as the University's softball Coach and in an effort to retain Coach into the future;

NOW THEREFORE, in consideration of the mutual representations, agreements, and promises herein contained, the parties hereto do hereby agree to amend the Employment Agreement as follows:

1. Status of Employment Agreement. Except as modified herein, the terms of the Employment Agreement remain in full force and effect.

2. Regular Compensation. Section 3.1.1 (a) of the Employment Agreement shall be deleted in its entirety and replaced with a new Section 3.1.1 (a) as follows:

- "a) An annualized salary of \$60,361.60 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University's Board of Trustees;

UNIVERSITY

COACH

Arthur C. Vailas, President

Julie Wright, Coach

Date

Date

Approved by the State Board of Education on the _____ day of September, 2014.

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

UNIVERSITY OF IDAHO

SUBJECT

Multi-year contract for Women's Basketball Team Head Coach

REFERENCE

June 2009	Idaho State Board of Education (Board) approved new multi-year employment contract for Jon Newlee, Head Women's Basketball Coach
August 2010	Board approved contract extension through March 26, 2015
August 2013	Board approved contract extension through June 30, 2017

APPLICABLE STATUTE, RULE, OR POLICY

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

DISCUSSION

The University of Idaho (UI) requests Regents' approval to extend the employment of the Women's Basketball Team Head Coach, Jon Newlee (Coach), for an additional two years beyond its current expiration date of June 30, 2017, through June 30, 2019. In addition, as part of the extension the contract is revised to incorporate the new leave policy (Section 3.1.1(b) of the contract); to clarify the Net Game Guaranty (Section 3.2.11 of the Contract); and revise the liquidated damages for early termination by the Coach. Attachment 1 to these materials shows the specific changes in terms from the current contract.

UI submits the attached multi-year contract (Attachment 2) to the Regents for approval. The primary terms of the agreement are set forth below. The entire contract and a redlined version showing changes from the Board model contract are contained in Attachments 2 and 3 respectively.

The Coach's current contract was extended to June 30, 2017 under Section 2.3, which automatically extends the contract by one additional year, based on 15 wins against Division 1 institutions or advance to the NCAA tournament. Attachment 4 sets out the accomplishments of Coach Newlee in support of an extended term of the contract.

IMPACT

The extended term of the employment contract runs through June 30, 2019.

The annual base salary is as follows:

- 2014-15 \$96,179.20
- 2015-16 \$100,026.37
- 2016-17 \$104,027.42

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

- 2017-18 \$108,188.52
- 2018-19 \$112,516.06

The salary increases are expressly contingent upon the following: (1) academic achievement and behavior of team members, as described in Paragraph 3.2.4 of this agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the director; (3) compliance with UI's financial stewardship policies as set forth in university's Administrative Procedures Manual Chapter 25; and (4) approval by the president, in the president's sole discretion. Coach is not eligible for University-wide employee compensation increases.

Annual media payments are \$18,000.

Coach is entitled to receive the following incentive/supplemental compensation:

1. Conference champions or co-champion or team becomes eligible for the NCAA tournament – 1/13th of annual salary.
2. Team ranked in the top 25 in any published national final poll – 1/13th of annual salary.
3. Conference Coach of the Year = \$2,000.
4. Academic achievement and behavior of team based on APR national score exceeding 960 = \$1,500. [A five year history of the APR data for Women's Basketball (national average scores and University raw scores per team) is set out in Attachment 5 hereto.]
5. Team Victories
 - a. \$3,000 for 14 victories
 - b. Additional \$3,000 for 17 or more victories
 - c. Additional \$3,000 for 20 or more victories
6. Team progresses to the Round of 16 in the NCAA tournament = \$5,000.
7. Gate Receipts – 25% of gate receipts in excess of \$15,000
8. Team receives an invitation to participate and plays in the post season WNIT = \$3,500
9. Team receives an invitation to participate and plays in the Women's Basketball Invitational (WBI) = \$1,000
10. Net Game Guarantee – The amount by which gross revenues paid to UI by all non-conference opponents during the regular season exceed the sum of \$10,000. [Staff comment: Under this provision Coach Newlee was paid \$45,500 in FY14.]

Maximum potential annual compensation (base salary, media payment and estimated maximum potential incentive except for #7 excess gate receipts and #10 Net Game Guaranty) is as follows:

- 2014-15 \$150,976.00
- 2015-16 \$155,415.04
- 2016-17 \$160,031.64
- 2017-18 \$164,832.91

**BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014**

- 2018-19 \$169,826.22

Coach may participate in youth basketball camps as follows:

- 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, coach may do so within Board guidelines for such camps.

Annual base salary from appropriated funds = \$32,000

ATTACHMENTS

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Attachment 2 – Employment Contract – clean	Page 9
Attachment 3 – Employment Contract – redline	Page 27
Attachment 4 – Coach Newlee accomplishment summary	Page 45
Attachment 5 – APR Data	Page 47

STAFF COMMENTS AND RECOMMENDATIONS

In August 2013 the Board approved a three-year contract with a contingent rolling extension provision for Mr. Newlee. This year the contingency was met and the coach's contract was extended another year through June 30, 2017.

UI is now requesting approval of a five-year contract with a contingent rolling extension provision.

Board policy provides as follows:

“The chief executive officer of an institution is authorized to enter into a contract for the services of a head coach or athletic director with that institution for a term of more than one (1) year, but not more than three (3) years ... A contract in excess of three (3) years, or a rolling three (3) year contract, may be considered by the Board upon the documented showing of extraordinary circumstances.” As such, the Board will need to make a determination as to whether UI has met its burden of proof demonstrating “extraordinary circumstances.”

In the event the coach terminates the agreement for convenience, the following liquidated damages shall be due:

- If the agreement is terminated with three or more years remaining to expiration of the term of the contract, the sum of \$100,000;
- If the agreement is terminated with less than three but two or more years remaining to expiration of the term of the contract, the sum of \$50,000.
- If the agreement is terminated with less than two but more than one year remaining to expiration of the term of the contract, the sum of \$50,000.

The proposed incentive pay for academic achievement (\$1,500) is the second to the lowest in dollar amount of all the incentive/supplemental compensation opportunities. As a rule of thumb, the Board has generally looked favorably on

BUSINESS AFFAIRS AND HUMAN RESOURCES
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maximum academic incentive payments that are equivalent in value to that of a conference championship. Incentive pay under this contract for a conference championship is equal to 1/13 of base salary which would be \$7,400 in year one.

The proposed employment agreement is in substantial compliance with the Board-approved model contract. Staff recommends approval.

BOARD ACTION

I move to approve the University of Idaho's multi-year employment contract for the Women's Basketball Head Coach for a term extending through June 30, 2019, in substantial conformance to the form submitted to the Board in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Substantive Revisions from current contract

2.1. Term. This Agreement is for a fixed-term appointment of ~~3~~five (5) years, commencing on the date of ~~the last signature hereto~~approval by the University's Board of Regents, and terminating, without further notice to Coach, on June 30, ~~2016~~2019, unless extended (~~in~~pursuant to section ~~2.3 only~~)2.3, or ~~unless~~ sooner terminated in accordance with other provisions of this Agreement.

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 ~~\$92,483.20~~\$96,179.20 per year payable in biweekly installments in accordance with normal University procedures; such amount will increase by (4%) on July 1 of each year of the Agreement. Coach shall not be eligible for University-wide changes in employee compensation. The above salary amount is payable in biweekly installments in accordance with normal University procedures. Any salary increases are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, except that in accordance with RGP ILH.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and that any accrued annual leave existing as of the effective date of this Agreement shall be forfeited; and

3.2.11 Non-Conference Basketball ~~Net~~ Game Net Guarantee:

- a. Each year Coach continues to be employed as University's head coach of its intercollegiate women's basketball team as of the ensuing May 1st following the end of the competitive season, the University shall pay to Coach supplemental compensation equal to a Net Game Guarantee (as defined in the paragraph b below). Such supplemental compensation will be paid to Coach prior to the end of the current fiscal year in an appropriate manner as determined by the University.
- b. ~~The Net Game Guarantee will be calculated as follows: From the gross revenue paid to the University by all non-conference opponents during the regular competitive season, the University will deduct a base~~ University will net \$10,000 from the proceeds of a Guarantee Game each year (with regular travel related expenses to be paid by University), with the balance of the single Guarantee Game proceeds to be paid to Coach on or before March 1st of the same season. In the event Coach chooses to host an additional Guarantee game at the University of Idaho, the amount of \$10,000, and will further deduct any game guarantees (including the game guarantee (and any travel, hotel or other support provided to an opponent) paid out to non-conference opponents during the same regular competitive season. The remaining balance shall be the Game Guarantee paid to the Coach. offered) will be deducted from the balance paid to Coach.

c. ~~Following the 2013-14 season basketball season,~~ Coach shall schedule at least one non-conference game each regular competitive season, in consultation with the Director of Athletics, that will generate net revenue to the University of a minimum of \$10,000. ~~Additional Game Guarantee (Money) Games may be scheduled subject to the following:~~

d. Additional Game Guarantee (Money) Games may be scheduled subject to the following:

i. The total number of guarantee games is limited to ~~two~~three unless approved in advance by the Director of Athletics.

ii. Beginning with the 2015-16 season, if a third game guarantee is scheduled, all of the travel expenses for participation in the third game will be deducted from the net game guarantee.

~~5.3.3~~—5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the ~~Agreement is terminated with greater than two years on the contract;~~Coach terminates with three or more years remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of \$100,000.00; (b) if the Coach terminates with less than three years but two or more years remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of \$75,000.00; ~~(b) if the Agreement is terminated with greater than one (1) year and~~(c) if the Coach terminates with less than two (2) years but one or more years remaining on to the expiration of the term of the contract; ~~as such term may have been extended under section 2.3 hereof,~~ the sum of \$50,000.00; ~~(ed) -In if the event that Coach terminates with less than one (1) year remains on year remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof,~~ the sum of zero. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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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, commencing on the date of approval by the University's Board of Regents, and terminating, without further notice to Coach, on June 30, 2019, unless extended pursuant to section 2.3, or 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.

2.3 Extensions to Initial Term. The term of this Agreement will be automatically extended by one (1) additional year commencing on July 1, and concluding on June 30,

for each season in which the Team earns at least sixteen (16) wins versus Division I classified institutions or advances to the NCAA Tournament.

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 \$96,179.20 per year payable in biweekly installments in accordance with normal University procedures; such amount will increase by (4%) on July 1 of each year of the Agreement. Coach shall not be eligible for University-wide changes in employee compensation. The above salary amount is payable in biweekly installments in accordance with normal University procedures. Any salary increases are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, except that in accordance with RGP II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and that any accrued annual leave existing as of the effective date of this Agreement shall be forfeited; 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 as set forth in 3.1.1.a above during the fiscal year in which the championship or NCAA tournament eligibility is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in 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 as set forth in 3.1.1.a) above 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, the University shall pay to Coach 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 Coach shall be eligible to receive supplemental compensation each year based on the academic achievement and behavior of Team members. If the Team's annual APR exceeds 960, and if Coach continues to be employed as University's head basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$1,500. 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 \$18,000 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, the University shall pay to Coach supplemental compensation of \$3,000 for 14 wins; an additional \$3,000 for 17 wins; and an additional \$3,000 for 20 wins, based on regular season 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, the University shall pay to Coach 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 Each year the Team progresses to the Round of 16 in the NCAA tournament, the University shall pay to Coach supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.9 Each year the Team receives an invitation to participate and plays in the post season WNIT, the University shall pay to Coach supplemental compensation of \$3,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.10 Each year the Team receives an invitation to participate and plays in the WBI, the University shall pay to Coach supplemental compensation of \$1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.11 Non-Conference Basketball Game Net Guarantee:

- a. Each year Coach continues to be employed as University's head coach of its intercollegiate women's basketball team as of the ensuing May 1st following the end of the

competitive season, the University shall pay to Coach supplemental compensation equal to a Net Game Guarantee (as defined in the paragraph b below). Such supplemental compensation will be paid to Coach prior to the end of the current fiscal year in an appropriate manner as determined by the University.

- b. The University will net \$10,000 from the proceeds of a Guarantee Game each year (with regular travel related expenses to be paid by University), with the balance of the single Guarantee Game proceeds to be paid to Coach on or before March 1st of the same season. In the event Coach chooses to host an additional Guarantee game at the University of Idaho, the amount of the game guarantee (and any travel, hotel or other support offered) will be deducted from the balance paid to Coach.
- c. Coach shall schedule at least one non-conference game each regular competitive season, in consultation with the Director of Athletics, that will generate net revenue to the University of a minimum of \$10,000.
- d. Additional Game Guarantee (Money) Games may be scheduled subject to the following:
 - i. The total number of guarantee games is limited to three unless approved in advance by the Director of Athletics.
 - ii. Beginning with the 2015-16 season, if a third game guarantee is scheduled, all of the travel expenses for participation in the third game will be deducted from the net game guarantee.

3.2.12 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 such rate to be set at the rate charged as if the camp were conducted by the University.
- 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 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 which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

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

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

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, including but not limited to the University's Faculty-Staff Handbook, Policies and Procedures of the Regents of the University, and the University's Administrative Procedures Manual.

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 be obligated to pay to Coach, as liquidated damages and

not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University 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 liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

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

5.3.2 The Coach, for his own convenience, may terminate this

Agreement during its term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Coach terminates with three or more years remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of \$100,000.00; (b) if the Coach terminates with less than three years but two or more years remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of \$75,000.00; (c) if the Coach terminates with less than two years but one or more years remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of \$50,000.00; (d) if the Coach terminates with less than one year remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of zero. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement

shall be effective unless in writing, signed by both parties, and approved by University's Board of Regents.

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 and has either consulted with legal counsel or chosen not to. 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

Chuck Staben , President Date

Jon Newlee Date

Approved by the Board of Regents on the ____day of _____, 2014.

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(MODEL ATHLETICS CONTRACT_2014-06)**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between
~~the~~ University ~~(College)~~ of Idaho ~~(University)~~, and
~~Jon Newlee~~ (Coach).

ARTICLE 1

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

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

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

ARTICLE 2

2.1. **Term.** This Agreement is for a fixed-term appointment of ~~five~~ (~~5~~) years, commencing on ~~the date of approval by the University's Board of Regents~~, and terminating, without further notice to Coach, on ~~June 30, 2019~~, unless extended pursuant to section 2.3, or sooner terminated in accordance with other provisions of this Agreement.

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

2.3 Extensions to Initial Term. The term of this Agreement will be automatically extended by one (1) additional year commencing on July 1, and concluding on June 30, for each season in which the Team earns at least sixteen (16) wins versus Division I classified institutions or advances to the NCAA Tournament.

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$~~_____~~96,179.20 per year, payable in biweekly installments in accordance with normal University ~~(College) procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the University (College)'s Board of (Regents or Trustees)~~ ;procedures; such amount will increase by (4%) on July 1 of each year of the Agreement. Coach shall not be eligible for University-wide changes in employee compensation. The above salary amount is payable in biweekly installments in accordance with normal University procedures. Any salary increases are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, except that in accordance with RGP II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and that any accrued annual leave existing as of the effective date of this Agreement shall be forfeited; and
- c) The opportunity to receive such employee benefits as the University ~~(College)~~'s Department of Athletics (Department) provides generally to its employees of a

comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion ~~and also or~~ becomes eligible for ~~a (bowl game)~~ the NCAA tournament pursuant to NCAA Division I guidelines ~~or post-season tournament or post-season playoffs~~, and if Coach continues to be employed as University ~~(College)~~'s head ~~— (Sport) —~~ women's basketball coach as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~— (amount or computation) —~~ one-thirteenth (1/13) of Coach's ~~Annual Salary~~ annual salary as set forth in 3.1.1.a above during the fiscal year in which the championship ~~and — (bowl or other post-season) — or NCAA tournament~~ eligibility ~~are is~~ achieved. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in ~~the — (any published national rankings, such as final ESPN/USA Today coaches poll of Division IA football intercollegiate women's basketball teams) —~~, and if Coach continues to be employed as University ~~(College)~~'s head ~~— (Sport) —~~ women's basketball coach as of the ensuing July 1st, the University ~~(College)~~ shall pay Coach supplemental compensation in an amount equal to ~~— (amount or computation) —~~ one-thirteenth (1/13) of Coach's ~~Annual Salary~~'s annual salary as set forth in 3.1.1.a) above in effect on the date of the final poll. The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head women's basketball coach as of the ensuing July 1st, the University shall pay to Coach 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 Coach shall be eligible to receive supplemental compensation ~~in an amount up to (amount or computation) — each year~~ based on the academic achievement and behavior of Team members. ~~The determination of whether Coach will~~ If the Team's annual APR exceeds 960, and if Coach continues to be employed as University's head basketball coach as of the ensuing July 1st, Coach shall receive ~~such~~ supplemental compensation ~~and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University~~

~~(College) campus, at authorized University (College) activities, in the community, and elsewhere of \$1,500.~~ Any such supplemental compensation paid to Coach shall be accompanied with a ~~detailed~~ justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of ~~Regents or Trustees~~ as a document available to the public under the Idaho Public Records Act.

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

3.2.5 The Coach shall receive the sum of ~~(amount or computation)~~ \$18,000 from the University ~~(College)~~ or the University ~~(College)~~'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). ~~Coach~~ 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 a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment) , 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 ~~(College)~~ are the property of the University ~~(College)~~. The University ~~(College)~~ shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University ~~(College)~~ in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements ~~which that~~ are broadcast on radio or television and that conflict with those broadcast on the University ~~(College)~~'s designated media outlets.

3.2.6 ~~(SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~ 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 of \$3,000 for 14 wins; an additional \$3,000 for 17 wins; and an additional \$3,000 for 20 wins, based on regular season 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, the University shall pay to Coach 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 Each year the Team progresses to the Round of 16 in the NCAA tournament, the University shall pay to Coach supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.9 Each year the Team receives an invitation to participate and plays in the post season WNIT, the University shall pay to Coach supplemental compensation of \$3,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.10 Each year the Team receives an invitation to participate and plays in the WBI, the University shall pay to Coach supplemental compensation of \$1,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.11 Non-Conference Basketball Game Net Guarantee:

- a. Each year Coach continues to be employed as University's head coach of its intercollegiate women's basketball team as of the ensuing May 1st following the end of the competitive season, the University shall pay to Coach supplemental compensation equal to a Net Game Guarantee (as defined in the paragraph b below). Such supplemental compensation will be paid to Coach prior to the end of the current fiscal year in an appropriate manner as determined by the University.
- b. The University will net \$10,000 from the proceeds of a Guarantee Game each year (with regular travel related expenses to be paid by University), with the balance of the single Guarantee Game proceeds to be paid to Coach on or before March 1st of the same season. In the event Coach chooses to host an additional Guarantee game at the University of Idaho, the amount of the game guarantee (and

any travel, hotel or other support offered) will be deducted from the balance paid to Coach.

- c. Coach shall schedule at least one non-conference game each regular competitive season, in consultation with the Director of Athletics, that will generate net revenue to the University of a minimum of \$10,000.
- d. Additional Game Guarantee (Money) Games may be scheduled subject to the following:
 - i. The total number of guarantee games is limited to three unless approved in advance by the Director of Athletics.
 - ii. Beginning with the 2015-16 season, if a third game guarantee is scheduled, all of the travel expenses for participation in the third game will be deducted from the net game guarantee.

3.2.12 Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~ basketball camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the University ~~(College)~~'s camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University ~~(College)~~'s ~~football'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 ~~(College)~~'s summer football's youth basketball camps, the University ~~(College)~~ shall pay Coach ~~(amount)~~ per year as supplemental compensation during each year of his employment as head ~~(Sport)~~ coach at the University ~~(College)~~. This amount shall be paid ~~(terms of payment)~~ 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.

~~(SUMMER CAMP OPERATED BY COACH)~~ Coach ~~may~~ 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 a summer youth ~~(Sport)~~ camp at basketball camps on the University ~~(College)~~'s campus and using its facilities under the following terms and conditions:

:

- a) The summer youth camp operation reflects positively on the University ~~(College)~~ 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 ~~(College)~~ of Idaho personnel, equipment, or facilities without the prior written approval of the Director;

- c) Assistant coaches at the University ~~(College)~~ of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA-~~(NAIA)~~, Conference, and University ~~(College)~~ 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 ~~(College)~~ and ~~_____ (campus concessionaire)~~ 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 ~~(College)~~ facilities including the ~~_____ of Idaho~~ facilities such rate to be set at the rate charged as if the camp were conducted by the University.
- 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 ~~(College)~~ 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 ~~(College)~~ of Idaho while engaged in camp activities. The Coach and all other University ~~(College)~~ 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 ~~(College)~~ 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 ~~(College)~~ of Idaho shall be released from all obligations relating thereto.

~~3.2.7~~3.2.9 Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College)~~. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~—(Company Name)—~~ Nike to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University ~~(College)~~'s reasonable request, Coach will consult with appropriate parties concerning ~~an —(Company Name)— product's~~ Nike products design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~—(Company Name)—~~ Nike, or give a lecture at an event sponsored in whole or in part by ~~—(Company Name)—~~ Nike, or make other educationally-related appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head ~~—(Sport)—~~ women's basketball coach. In order to avoid entering into an agreement with a competitor of ~~—(Company Name)—~~ Nike, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~—(Company Name)—~~ Nike, and will not participate in any messages or promotional appearances ~~which~~ 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 ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only

on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

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

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

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members ~~which~~ 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 ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

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

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University ~~(College)~~, would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director, who may consult with the President, enter into

separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University ~~(College)~~'s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President.

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

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

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

~~4.7~~ 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 ~~be~~ withheld.

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations, including but not limited to the University's Faculty-Staff Handbook, Policies and Procedures of the Regents of the University, and the University's Administrative Procedures Manual.

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University ~~(College)~~;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference or the NCAA-~~(NAIA)~~, including but not limited to any such violation ~~which~~ 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 ~~(College)~~'s consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University ~~(College)~~'s judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;
- f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA-~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference, or the NCAA-~~(NAIA)~~;

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

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

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

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

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

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

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay to Coach, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends; or until Coach obtains reasonably comparable employment, whichever occurs first, provided, however, in the event Coach obtains ~~other~~ lesser employment ~~of any kind or nature~~ 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 ~~other~~ 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 ~~other~~ lesser employment, then subtracting from this adjusted gross compensation ~~deduction~~ 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 ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of the employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. ~~Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment.~~ 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 ~~The parties have both~~ 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 ~~and~~ The parties have bargained for and agreed to the foregoing ~~liquidated damages~~ provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University ~~(College)~~, ~~which damages~~ that are extremely difficult to determine with certainty. The parties further

agree that the payment of such liquidated damages by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University ~~(College)~~. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, ~~the following sum:~~ for the breach of this Agreement the following sum: (a) if the Coach terminates with three or more years remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of \$100,000.00; (b) if the Coach terminates with less than three years but two or more years remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of \$75,000.00; (c) if the Coach terminates with less than two years but one or more years remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of \$50,000.00; (d) if the Coach terminates with less than one year remaining to the expiration of the term of the contract as such term may have been extended under section 2.3 hereof, the sum of zero. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 ~~The parties have both~~ 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 ~~and. The parties~~ have bargained for and agreed to the foregoing ~~liquidated damages~~ provision, giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, ~~which damages that~~ are

extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University ~~(College)~~.

5.3.5 Except as ~~provide~~provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit ~~to the extent permitted by law~~ his right to receive all supplemental compensation and other payments 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 ~~(College)~~'s disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

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

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

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

~~5.7.5.6~~ No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

~~5.8~~ 5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education and Board ~~or of~~ Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

the University ~~(College)~~:

Director of Athletics

University of Idaho
P.O. Box 442302
Moscow, Idaho 83844-2302

with a copy to:

President

University of Idaho
P.O. Box 443151
Moscow, ID 83844-3151

the Coach:

Last known address on file with
University-~~(College)~~'s Human Resource Services

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

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

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

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

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

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

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

UNIVERSITY-~~(COLLEGE)~~

COACH

Chuck Staben, President Date

Jon Newlee - Date

Approved by the Board of ~~-(Regents or Trustees)-~~ on the ____ day of _____
, 2010-2014.

Idaho women's basketball 2008-2014

93-96 (.492)/57-39 WAC (.593) 2008-14
20-67 (.230)/11-37 WAC (.230) 2005-08

9-4 (.692) record in WAC Tournament
Top 4 in WAC 5 out of 6 years

**2013 NCAA Tournament First Round
2014 NCAA Tournament First round**

**2014 WAC Champions
2013 WAC Champions**

Honorable mention All-American (1)
Yinka Olorunnife – 2010-11

Academic All-American (2)
Alyssa Charlston – 2013-14
Alyssa Charlston – 2011-12

WAC Coach of the Year (2)
Jon Newlee - 2013-14
Jon Newlee – 2008-09

WAC Player of the Year (1)
Stacey Barr – 2013- 2014

WAC Newcomer of the Year (1)
Derisa Taleni – 2008-09

WAC Tournament MVP (1)
Stacey Barr - 2013

First-Team All-WAC (3)
Stacey Barr - 2013-14
Alyssa Charlston - 2011-12, 2012-13

Second-Team All-WAC (5)
Alyssa Charlston - 2011-12, 2012-13
Yinka Olorunnife – 2008-09, 2011-12
Derisa Taleni – 2008-09
Rachele Kloke – 2010-11

Third-Team All-WAC (1)
Stacey Barr - 2012-13

WAC All-Defensive Team (2)
Ali Forde – 2013-14
Yinka Olorunnife 2008-09, 2010-11

WAC All-Freshman Team (3)
Shaena Kuehu – 2008-09
Krissy Karr – 2011-12

Christina Salvatore – 2012-13

WAC All-Tournament Team (7)

Yinka Olorunnife – 2010, 2011
Alyssa Charlston – 2012, 2013, 2014
Stacey Barr – 2013, 2014

WAC Player of the Week (10)

Stacey Barr (3)
Yinka Olorunnife (2)
Derisa Taleni (1)
Rachele Kloke (1)
Alyssa Charlston (3)

Academic All-WAC

30 selections through 2013-14 season

Milestones

- First conference title since 1985
- First NCAA appearance since 1985
- Two postseason berths
 - o 2013 NCAA Tournament
 - o 2014 NCAA Tournament
 - o 2011 WBI

Individual Records

- Yinka Olorunnife 1,070 career rebounds (Idaho and WAC record)
- Yinka Olorunnife 329 rebounds in 2010-11 (Idaho single season record)
- Christina Salvatore 87 3-pointers made in 2012-13 (Idaho single season record)

Team Records

- 266 3-pointers made in 2012-13 (Idaho single season record)
- 15 3-pointers made on Jan. 5, 2013 (Idaho single game record)

Coaching Records

Jon Newlee is...

- 3rd at Idaho in conf. win pct. (.525)
- 4th at Idaho in career wins (68)
- 4th at Idaho in conf. wins (42)

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

ATTACHMENT 5

Women's Basketball – APR Data (5 years)

Women's Basketball:

2008-09	SYR: 982	MYR: 954	National Average: 966
2009-10	SYR: 950	MYR: 953	National Average: 968
2010-11	SYR: 942	MYR: 961	National Average: 970
2011-12	SYR: 931	MYR: 951	National Average: 972
2012-113	SYR: 929	MYR: 938	National Average: 973

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

UNIVERSITY OF IDAHO

SUBJECT

Multi-year contract for Men's Basketball Team Head Coach

REFERENCE

April 2008	Idaho State Board of Education (Board) approved new multi-year employment contract for Don Verlin, Head Men's Basketball Coach (Coach)
August 2010	Board approved contract extension through March 23, 2015
June 2013	Board approved contract extension through June 30, 2016

APPLICABLE STATUTE, RULE, OR POLICY

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

DISCUSSION

The University of Idaho (UI) requests Regents' approval to extend the employment of the Men's Basketball Team Head Coach for one additional year. This request arises out of a conference scheduling issue with the Western Athletic Conference (WAC) due to a new WAC member that was not formally classified as Division I by the NCAA but which was defeated by the Men's Basketball team in conference play. This team's lack of formal Division I standing resulted in team wins over Division 1 opponents falling one short of the number of wins required for the automatic one year extension under Section 2.3 of the contract.

The proposed modifications to the contract grant a one year extension and also revise Section 2.3 of the Contract to address this for future conference games should this arise again. The modifications also add the new Board Policy for annual leave (Section 3.1.1(b) of the Contract) and clarify the Away Game Guaranty (Section 3.2.10 of the Contract). Attachment 1 shows the specific changes in terms from the current contract.

UI submits the attached multi-year contract (Attachment 2) to the Regents for approval. The primary terms of the agreement are set forth below. A redlined version showing changes from the Board model contract is contained in Attachment 3.

Attachment 4 sets out the accomplishments of Coach Verlin in support of the addition of a rolling term provision.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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IMPACT

The extended term of the employment contract runs through June 30, 2017.

There is no substantive change in the compensation for the coach as a result of the proposed extension. A summary of the continued compensation with the one year extension is as follows:

Base salary (appropriated funds)

2014-15	\$164,840.00
2015-16	\$171,433.60
2016-17	\$178,290.94

The salary increases are expressly contingent upon the following: (1) academic achievement and behavior of team members, as described in Paragraph 3.2.4 of this agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the director; (3) compliance with UI's financial stewardship policies as set forth in university's Administrative Procedures Manual Chapter 25; and (4) approval by the president, in the president's sole discretion.

Annual media payments are \$60,000.00.

Coach is entitled to receive the following incentive/supplemental compensation:

- Conference champions or co-champion or team becomes eligible for the NCAA tournament – 1/13th of annual salary.
- Team ranked in the top 25 in any published national final poll – 1/13th of annual salary.
- Conference Coach of the Year = \$5,000.
- Academic achievement and behavior of team based on APR national score exceeding 950 = \$5,000. [A five year history of the APR data for Men's Basketball (national average scores and University raw scores per team) is set out in Attachment 5 hereto.]
- Team Victories
 - \$5,000 for 14 victories
 - Additional \$5,000 for 17 or more victories
 - Additional \$5,000 for 20 or more victories
- Team progresses to the Round of 16 in the NCAA tournament = \$25,000.
- Supplement Increase for Repeat Performance – any of the supplements under items 2, 3, 4, 5 and 6 will be increased by 25% if the coach achieves the same goal in the next succeeding year.
- Gate Receipts – 20% of gate receipts in excess of \$35,000 up to \$50,000 and 25% of gate receipts in excess of \$50,000.
- Away Game Guarantee (non-conference) – The amount by which the game guaranty paid to UI for each non-conference opponent paying a game guaranty exceeds the sum of \$75,000 inclusive of regular travel and related expenses associated with the game. For any additional guarantee

BUSINESS AFFAIRS AND HUMAN RESOURCES
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game, the coach will receive all guaranty revenue less regular travel and related expenses. [Staff comment: Under this provision Coach Verlin was paid \$21,564.75 in FY14.]

Maximum potential annual compensation (base salary, media payment and estimated maximum potential incentive except Gate Receipts and Away Game Guaranty amounts) is as follows:

2014-15	\$300,200.00
2015-16	\$326,901.60
2016-17	\$350,702.66

Coach may participate in youth basketball camps as follows:
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, coach may do so within Board guidelines for such camps.

ATTACHMENTS

Attachment 1 – Revisions from 2012 contract	Page 5
Attachment 2 – Employment Contract – clean	Page 7
Attachment 3 – Employment Contract – redline	Page 23
Attachment 4 – Coach Verlin accomplishment summary	Page 41
Attachment 5 – APR Data	Page 43

STAFF COMMENTS AND RECOMMENDATIONS

If the Coach terminates the Agreement for convenience, the following liquidated damages shall be due:

- If the Agreement is terminated with greater than two years on the contract; the sum of \$75,000.
- If the Agreement is terminated with greater than one (1) year and less than two (2) years remaining on the contract; the sum of \$50,000.
- In the event that less than one (1) year remains on the contract, the sum of zero.

The contract conforms to the Board's model contract. Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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BOARD ACTION

I move to approve the University of Idaho's request to extend the multi-year employment contract for the Men's Basketball Team Head Coach, Don Verlin, for one additional year for a term extending through June 30, 2017 plus other adjustments to terms in substantial conformance to the form submitted to the Board in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Substantive Revisions from current contract

2.1. Term. This Agreement is for a fixed-term appointment of 3 years commencing on ~~July 1, 2013,~~the date of the Board of Regents' approval hereof and terminating, without further notice to Coach, on June 30, ~~2016, 2017~~, unless extended (in section 2.3 only) or unless sooner terminated in accordance with other provisions of this Agreement.

2.3 Extensions to Initial Term. The term of this Agreement will be automatically extended by one (1) additional year commencing on July 1, and concluding on June 30, for each season in which the Team (i) earns at least fifteen (15) wins versus Division I classified institutions or and/or Big Sky Athletic Conference teams, or (ii) advances to the NCAA Tournament.

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 ~~\$156,832~~ 164,840 per year payable in biweekly installments in accordance with normal University procedures, such amount will increase by (4%) on July 1 of each year of the Agreement. Coach shall not be eligible for University-wide changes in employee compensation. The above salary amount is payable in biweekly installments in accordance with normal University procedures. Any salary increases are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, except that in accordance with RGP ILH.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and that any accrued annual leave existing as of the effective date of this Agreement shall be forfeited; and

3.2.10 Away Game Guarantee. In the event the University schedules away contests with a non-conference opponents for which a game guarantee is paid to the University by the host institution, the payment shall be distributed as follows: ~~(a) the first \$50,000 of the game will be retained by the Department of Athletics; (b) any amount of the game guarantee exceeding the \$50,000, less expenses associated with the contest;~~ (a) The University will receive \$75,000.00 from the proceeds of a Guarantee Game each year; this amount is inclusive of the regular travel and related expenses (with regular travel related expenses to be paid by University), the balance of the single Guarantee Game (revenue exceeding \$75,000) proceeds will be made available to Head Coach on or before March 1st of the same season.

(b.) Additional Game Guarantee (Money) Games may be scheduled subject to the following:

- i. The total number of guarantee games is limited to three unless approved in advance by the Director of Athletics.
- ii. If a second or third guarantee game is scheduled, Coach is entitled to all revenue, less regular travel and related expenses. The balance of the guarantees from the second and/ or third game proceeds will be distributed to Coach subject to Director of Athletics final approval.

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University), and Don Verlin (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 men'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 3.2.11 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of 3 years commencing on the date of the Board of Regents' approval hereof, and terminating, without further notice to Coach, on June 30, 2017, unless extended (in section 2.3 only) or 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.

2.3 Extensions to Initial Term. The term of this Agreement will be automatically extended by one (1) additional year commencing on July 1, and concluding on June 30, for each season in which the Team (i) earns at least fifteen (15) wins versus Division I classified

institutions and/or Big Sky Athletic Conference teams, or (ii) advances to the NCAA Tournament.

2.4 Conference Change Term Extension. If the conference affiliation of the University (currently the Western Athletic Conference (WAC) and, as of July 1, 2014, the Big Sky Athletic Conference) changes during the term of this agreement and Coach's employment is not already terminated or suspended as otherwise provided herein, this Agreement shall automatically be extended by one (1) additional year to its then existing term; and provided further, that at no time may the term of this Agreement exceed three (3) years. If the extension of the additional year as provided in this section 2.4 would have the effect of making the then existing terms of this agreement longer than three (3) years, then this provision shall be null and void and of no effect.

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 \$164,840 per year payable in biweekly installments in accordance with normal University procedures, such amount will increase by (4%) on July 1 of each year of the Agreement. Coach shall not be eligible for University-wide changes in employee compensation. The above salary amount is payable in biweekly installments in accordance with normal University procedures. Any salary increases are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, except that in accordance with RGP II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and that any accrued annual leave existing as of the effective date of this Agreement shall be forfeited; 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 men'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 is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in any published national final poll of intercollegiate men's basketball teams and if Coach continues to be employed as University's head men'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 men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Coach shall be eligible to receive supplemental compensation each year based on the academic achievement and behavior of Team members. If the Team's annual APR exceeds 950, and if Coach continues to be employed as University's head basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000. 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 \$60,000 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 men's basketball game, and one-half shall be paid no later than March 1 each year. 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 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, through a media outlet that is not University-designated, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements that are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

3.2.6 If Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000 for 14 victories; an additional \$5,000 for 17 victories; and an additional \$5,000 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 the Team progresses to the Round of 16 in the NCAA tournament, the Coach shall receive supplemental compensation of \$25,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 If the Coach earns any of the forms of supplemental compensation described in paragraphs 3.2.2, 3.2.3, 3.2.4, 3.2.6, or 3.2.7, such supplemental compensation will increase by 25% in the next contract year. For example, if Coach is named conference coach of the year, and the conditions of Paragraph 3.2.3 are otherwise met, he will receive supplemental compensation of \$5000 in the year he is named. If he is again named conference coach of the year, his supplemental compensation will be \$6250 ($\$5000 + 25\%$).

3.2.9 Each year gross gate receipts for men's basketball exceed \$35,000, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of 20% of the gate receipts that exceed \$35,000 and 25% of the gate receipts that exceed \$50,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.10 Away Game Guarantee. In the event the University schedules away contests with a non-conference opponents for which a game guarantee is paid to the University by the host institution, the payment shall be distributed as follows: (a) The University will receive \$75,000.00 from the proceeds of a Guarantee Game each year; this amount is inclusive of the regular travel and related expenses (with regular travel related expenses to be paid by University), the balance of the single Guarantee Game (revenue exceeding \$75,000) proceeds will be made available to Head Coach on or before March 1st of the same season.

(b.) Additional Game Guarantee (Money) Games may be scheduled subject to the following:

i. The total number of guarantee games is limited to three unless approved in advance by the Director of Athletics.

ii. If a second or third guarantee game is scheduled, Coach is entitled to all revenue, less regular travel and related expenses. The balance of the guarantees from the second and/ or third game proceeds will be distributed to Coach subject to Director of Athletics final approval.

3.2.11 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."
- 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.

3.2.12 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 a Nike product's 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 men'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 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 men'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 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 President and the University's Board of Regents.

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

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation 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. This section applies to violations occurring at the University or at previous institutions at which the Coach was employed.

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach 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 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 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 agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. 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 sums 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, as liquidated damages and not a penalty, for the breach of this Agreement the following sum: (a) if the Agreement is terminated with greater than two years on the contract; the sum of \$75,000.00; (b) if the Agreement is terminated with greater than one (1) year and less than two (2) years remaining on the contract; the sum of \$50,000.00; (c) In the event that less than one (1) year remains on the contract, the sum of zero. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have 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, which costs are extremely difficult to determine with certainty. The parties further agree that the payment of such sums by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University. Such payments are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, 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 or suspension, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

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

the Coach: Don Verlin
Last known address on file with
University's Human Resource Services

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

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

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

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

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

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

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, and has either consulted with legal counsel or chosen not to. 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

Don Burnett, President

Date

Don Verlin

Date

Approved by the Board of Regents on the 20th day of June, 2013.

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(MODEL ATHLETICS CONTRACT_2014-06)**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between _____ ~~(the~~ University ~~(College)~~ of Idaho ~~(University)~~, and _____ Don Verlin (Coach).

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University ~~(College)~~'s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in sections 3.2.1 through ~~(Depending on supplemental pay provisions used)~~ 3.2.11 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~()~~ 3 years, commencing on _____ the date of the Board of Regents' approval hereof, and terminating, without further notice to Coach, on _____ June 30, 2017, unless extended (in section 2.3 only) or unless sooner terminated in accordance with other provisions of this Agreement.

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

count in any way toward tenure at the University ~~(College)~~.

2.3 Extensions to Initial Term. The term of this Agreement will be automatically extended by one (1) additional year commencing on July 1, and concluding on June 30, for each season in which the Team (i) earns at least fifteen (15) wins versus Division I classified institutions and/or Big Sky Athletic Conference teams, or (ii) advances to the NCAA Tournament.

2.4 Conference Change Term Extension. If the conference affiliation of the University (currently the Western Athletic Conference (WAC) and, as of July 1, 2014, the Big Sky Athletic Conference) changes during the term of this agreement and Coach's employment is not already terminated or suspended as otherwise provided herein, this Agreement shall automatically be extended by one (1) additional year to its then existing term; and provided further, that at no time may the term of this Agreement exceed three (3) years. If the extension of the additional year as provided in this section 2.4 would have the effect of making the then existing terms of this agreement longer than three (3) years, then this provision shall be null and void and of no effect.

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$~~_____~~ 164,840 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, ~~and such salary increases as may be determined appropriate by the Director and President and approved by the University (College)'s Board of (Regents or Trustees) _____~~; such amount will increase by (4%) on July 1 of each year of the Agreement. Coach shall not be eligible for University-wide changes in employee compensation. The above salary amount is payable in biweekly installments in accordance with normal University procedures. Any salary increases are expressly contingent upon the following: (1) academic achievement and behavior of Team members, as described in Paragraph 3.2.4 of this Agreement; (2) appropriate behavior by, and supervision of, all assistant coaches, as determined by the Director; (3) compliance with the University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25; and (4) approval by the President, in the President's sole discretion.

- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, except that in accordance with RGP II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director; and that any accrued annual leave existing as of the effective date of this Agreement shall be forfeited; and
- c) The opportunity to receive such employee benefits as the University ~~(College)~~'s Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

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

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

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

3.2.4 Coach shall be eligible to receive supplemental compensation ~~in an amount up to (amount or computation) each year~~ based on the academic achievement and behavior of Team members. ~~The determination of whether Coach will~~ If the Team's

annual APR exceeds 950, and if Coach continues to be employed as University's head basketball coach as of the ensuing July 1st, Coach shall receive ~~such~~ supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director. The determination shall be based on the following factors: grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. of \$5,000. Any such supplemental compensation paid to Coach shall be accompanied with a ~~detailed~~ justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of ~~-(Regents or Trustees)-~~ as a document available to the public under the Idaho Public Records Act.

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

3.2.5 The Coach shall receive the sum of ~~-(amount or computation)-~~ \$60,000 from the University ~~(College)~~ or the University ~~(College)~~'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach Each year, one-half of this sum shall be paid prior to the first regular season men's basketball game, and one-half shall be paid no later than March 1 each year. Coach's right to receive any such ~~a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment) -----~~ 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 ~~(College)~~ are the property of the University ~~(College)~~. The University ~~(College)~~ shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University ~~(College)~~ in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any ~~competing~~ radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, through a media outlet that is not University-designated, except that this prohibition shall not apply to routine news

media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements ~~which~~that are broadcast on radio or television that conflict with those broadcast on the University-~~(College)~~'s designated media outlets.

3.2.6 ~~(SUMMER — CAMP OPERATED — BY — UNIVERSITY — (COLLEGE))~~If Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000 for 14 victories; an additional \$5,000 for 17 victories; and an additional \$5,000 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 the Team progresses to the Round of 16 in the NCAA tournament, the Coach shall receive supplemental compensation of \$25,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 If the Coach earns any of the forms of supplemental compensation described in paragraphs 3.2.2, 3.2.3, 3.2.4, 3.2.6, or 3.2.7, such supplemental compensation will increase by 25% in the next contract year. For example, if Coach is named conference coach of the year, and the conditions of Paragraph 3.2.3 are otherwise met, he will receive supplemental compensation of \$5000 in the year he is named. If he is again named conference coach of the year, his supplemental compensation will be \$6250 (\$5000 + 25%).

3.2.9 Each year gross gate receipts for men's basketball exceed \$35,000, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing July 1st, Coach shall receive supplemental compensation of 20% of the gate receipts that exceed \$35,000 and 25% of the gate receipts that exceed \$50,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.10 Away Game Guarantee. In the event the University schedules away contests with a non-conference opponents for which a game guarantee is paid to the University by the host institution, the payment shall be distributed as follows: (a) The University will receive \$75,000.00 from the proceeds of a Guarantee Game each year; this amount is inclusive of the regular travel and related expenses (with regular travel related expenses to be paid by University), the balance of the single Guarantee Game (revenue exceeding \$75,000) proceeds will be made available to Head Coach on or before March 1st of the same season. (b.) Additional Game Guarantee (Money) Games may be scheduled subject to the following:

i. The total number of guarantee games is limited to three unless approved in advance by the Director of Athletics.

ii. If a second or third guarantee game is scheduled, Coach is entitled to all revenue, less regular travel and related expenses. The balance of the guarantees from the

second and/ or third game proceeds will be distributed to Coach subject to Director of Athletics final approval.

3.2.11 Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~ basketball camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the University ~~(College)~~'s camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University ~~(College)~~'s ~~football'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 ~~(College)~~'s ~~summer football's~~ youth basketball camps, the University ~~(College)~~ ~~shall pay Coach~~ ~~(amount)~~ ~~per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College).~~ This amount shall be paid (terms of payment) 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.

~~(SUMMER CAMP OPERATED BY COACH)~~ ~~Coach~~ may 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 ~~a~~ summer youth ~~(Sport)~~ ~~camp at~~ basketball camps on the University ~~(College)~~'s campus and using its facilities under the following terms and conditions:

;

- a) The summer youth camp operation reflects positively on the University ~~(College)~~ 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 ~~(College)~~ of Idaho personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University ~~(College)~~ of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA ~~(NAIA)~~, Conference, and University ~~(College)~~ 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 ~~(College)~~ and ~~(campus concessionaire)~~ 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 ~~(College)~~of Idaho facilities ~~including the _____~~.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." ~~A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.~~
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University ~~(College)~~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 ~~(College)~~of Idaho while engaged in camp activities. The Coach and all other University ~~(College)~~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 ~~(College)~~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 ~~(College)~~of Idaho shall be released from all obligations relating thereto.

~~3.2.7~~ 3.2.12 Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College)~~. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~____(Company Name)____~~ Nike

to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University ~~(College)~~'s reasonable request, Coach will consult with appropriate parties concerning ~~an~~ ~~(Company Name)~~ ~~a Nike~~ product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name)~~ ~~Nike~~, or give a lecture at an event sponsored in whole or in part by ~~(Company Name)~~ ~~Nike~~, or make other educationally-related appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as head ~~(Sport)~~ ~~men's basketball~~ coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name)~~ ~~Nike~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name)~~ ~~Nike~~, and will not participate in any messages or promotional appearances ~~which~~ ~~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 ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

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

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

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members ~~which~~ ~~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 ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference, and the NCAA ~~(or NAIA)~~; supervise and take appropriate

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

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

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

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

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

~~4.7~~4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University ~~(College)~~;

- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~-(College)~~, the University ~~-(College)~~'s governing board, the conference or the NCAA-~~-(NAIA)~~, including but not limited to any such violation ~~which~~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 ~~-(College)~~'s consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University ~~-(College)~~'s judgment, reflect adversely on the University ~~-(College)~~ or its athletic programs;
- f) The failure of Coach to represent the University ~~-(College)~~ and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA-~~-(NAIA)~~ or the University ~~-(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~-(College)~~, the University ~~-(College)~~'s governing board, the conference, or the NCAA-~~-(NAIA)~~;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~-(College)~~, the University ~~-(College)~~'s governing board, the conference, or the NCAA-~~-(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University ~~-(College)~~, the University ~~-(College)~~'s governing board, the conference, or the NCAA-~~-(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

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

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

5.1.4 If found in violation of NCAA-~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA-~~(NAIA)~~ enforcement procedures. This section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which the Coach was employed.

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

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

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay Coach, ~~as liquidated damages and not a penalty,~~ the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends or until Coach obtains employment, whichever occurs first; provided, however, in the event Coach obtains ~~other~~ lesser employment ~~of any kind or nature~~ 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 ~~other~~ 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 ~~other~~ lesser employment, then subtracting from this adjusted gross compensation ~~deduction~~ 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 ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains ~~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 agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. 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 ~~The parties have both~~ 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 ~~and~~. The parties have bargained for and agreed to the foregoing ~~liquidated damages~~ provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University ~~(College), which damages that~~ are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~liquidated damages~~ sums by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach ~~for the damages and injury suffered by Coach because of such termination by University (College). The~~

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, ~~the following sum:~~ for the breach of this Agreement the following sum: (a) if the Agreement is terminated with greater than two years on the contract: the sum of \$75,000.00; (b) if the Agreement is terminated with greater than one (1) year and less than two (2) years remaining on the contract: the sum of \$50,000.00; (c) In the event that less than one (1) year remains on the contract, the sum of zero. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 The parties have ~~both been represented by legal counsel in the contract negotiations and have~~ bargained for and agreed to the foregoing ~~liquidated damages~~ provision, giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which ~~damages costs~~ are extremely difficult to determine with certainty. The parties further agree that the payment of such ~~liquidated damages sums~~ by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ ~~for the damages and injury suffered by it because of such termination by Coach. The liquidated damages.~~ 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 ~~(College)~~.

5.3.5 Except as ~~provide~~ provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit ~~to the extent permitted by law~~ his right to receive all supplemental compensation and other payments 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 ~~(College)~~'s disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, or dies.

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

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

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

~~5.7~~ 5.6 No Liability. The University ~~(College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension ~~or reassignment~~ of Coach, regardless of the circumstances.

~~5.8~~ 5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends ~~or reassigns~~ Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights ~~provide~~ provided for in the State Board of Education and Board ~~or of~~ Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University ~~(College)~~ Faculty-Staff Handbook.

ARTICLE 6

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

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

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

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

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

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

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

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes ~~therefor~~therefore, governmental restrictions, governmental regulations, governmental

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

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

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

the University ~~-(College)~~:

Director of Athletics

University of Idaho
P.O. Box 442302
Moscow, Idaho 83844-2302

with a copy to:

President

University of Idaho
P.O. Box 443151
Moscow, ID 83844-3151

the Coach:

Don Verlin

Last known address on file with
 University ~~-(College)~~'s Human Resource Services

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

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

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

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

abbreviation or simulation), except in the course and scope of his official University-~~(College)~~ duties.

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

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

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

UNIVERSITY-~~(COLLEGE)~~

COACH

Don Burnett, President Date

Don Verlin Date
~~Date~~

Approved by the Board of ~~-(Regents or Trustees)-~~ on the 20th day of June, 2010, 2013.

Coach Verlin Accomplishments

- ▶ 97 career wins which is 4th in school history
- ▶ Most wins (97) in a six -year span since 1989-94
- ▶ 55-32 record in home games
- ▶ Three postseason tournaments in four seasons (first time since 1980-83)
- ▶ First WAC Player of the Year – Kyle Barone
- ▶ Eight All-WAC Awards, Two WAC All-Defensive Team selections
- ▶ 2-3 record against Pac-12 last two seasons - rest of WAC was 4-11
- ▶ Hosted first regular-season tournament in 21 years, and won BTI Classic title in 2010-11
- ▶ Ten players have moved on to play professionally.
- ▶ 70 entries into the Idaho school record book, two school records broken
- ▶ 35-4 record when opponents score below 60 points
- ▶ Played in 39 televised games, including ten times on national TV
- ▶ Readers as Leaders honored as NABC Literacy Champions at 2014 final four
- ▶ Readers as Leaders community involvement program grew to 2,500+ participants
- ▶ Top 150 final RPI ranking for third time in four years

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BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 16, 2014

ATTACHMENT 5

Men's Basketball – APR Data (5 years)

Men's Basketball:

2008-09	SYR: 100	MYR: 922	National Average: 940
2009-10	SYR: 945	MYR: 942	National Average: 945
2010-11	SYR: 913	MYR: 960	National Average: 950
2011-12	SYR: 920	MYR: 945	National Average: 952
2012-13	SYR: 1000	MYR: 944	National Average: 957

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