

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**APRIL 20, 2017**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
	<b>BOISE STATE UNIVERSITY</b>	
<b>1</b>	Amendment to Multi-Year Contract for Head Football Coach – Bryan Harsin	Motion to approve
	<b>BOISE STATE UNIVERSITY</b>	
<b>2</b>	Extension to Multi-Year Coach Contract for Football - Defensive Coordinator – Andrew Avalos	Motion to approve
	<b>BOISE STATE UNIVERSITY</b>	
<b>3</b>	Multi-Year Coach Contract for Football Offensive Coordinator – Zachary Hill	Motion to approve

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Amendment to Multi-year contract for Bryan Harsin, Head Coach Football

**REFERENCE**

December 2013	The Idaho Board of Education (Board) approved material term sheet and directed Boise State University (BSU) to return with a contract for February
February 2014	Board approved employment agreement for 2014-2019
February 2015	Board approved amended employment agreement for 2015-2020

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

In February 2015, the Board approved a new five-year Employment Agreement for Bryan Harsin as Head Coach for BSU's football team terminating on January 10, 2020. Coach Harsin's employment contract extends by one (1) additional year for each season in which the football team has at least eight (8) victories in a season (including bowl games). Meaning, one (1) additional year is added for each eight (8) win season. Accordingly, Coach Harsin currently has an employment contract through January 10, 2022. His contract extended to 2021 in the fall of 2015 and it extended to 2022 in the fall of 2016.

BSU is requesting approval of an amendment to the current multi-year contract with Coach Harsin to reflect the football team's success under his leadership. The amended contract makes substantive changes only to the bonus structure for the coach.

This past season, Harsin guided the Broncos to a 10-3 record, helping the Broncos reach their 15th-straight bowl game, tied for the sixth-longest streak in the country. BSU also climbed to thirteenth in both the AP and Coaches' Polls, the school's highest ranking in each since finishing eighth and sixth, respectively, at the conclusion of the 2011 season.

The contract is similar to the standard issued by BSU, including the extension year language based on eight games.

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**IMPACT**

The amended contract maintains the original five (5) year contract terms, January 11, 2015 – January 10, 2020, and salary amounts, including automatic extension with eight wins; however, the bonus structure has changed. Terms are as follows:

**Base Compensation:**

Year 1 - \$1,350,000  
Year 2 - \$1,450,000  
Year 3 - \$1,550,000  
Year 4 - \$1,650,000  
Year 5 - \$1,750,000  
Subsequent years - increase of at least \$100,000 over previous year

**Academic Achievement:**

Academic Incentive Pay may be earned if the team Academic Progress Rate (APR) is as follows:

National Score Within Sport		
955-959	=	\$20,000
960-964	=	\$30,000
965-969	=	\$35,000
970 or higher	=	\$50,000

**Athletic Achievement**

Athletic Incentive Pay may be earned as follows:

- |  |              |
|--|--------------|
| 1) Mountain Division Champion                            | \$50,000     |
| and  |              |
| 2) Participation in non-CFP bowl game                    | \$35,000 or  |
| Conference Champion                                      | \$75,000 or  |
| Participation in one of the six CFP bowl games           | \$100,000 or |
| Participation in one of the semi-final CFP playoff games | \$125,000    |
| and  |              |
| 3) Participation in CFP championship bowl game           | \$150,000 or |
| CFP Champion   | \$250,000    |

In the event Bryan Harsin terminates prior to January 10, 2018 without cause, he is required to pay liquidated damages of \$500,000.

No state funds are used and these amounts are paid only from program revenues, media, donations and other non-state funds.

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**ATTACHMENTS**

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**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed amended contract retains the same base salary provisions which were included in the current contract (reflecting a base salary increase of \$100,000 from the previous year, as a result of achieving at least eight wins for the season which just ended), and an increase of up to an additional \$60,000 in potential bonus payments (\$50,000 for a Mountain Division championship, vice \$15,000 in the current contract—a \$35,000 increase; and \$125,000 for participation in a semi-final College Football Playoff (CFP) Playoff Bowl game, vice \$100,000 in the current contract—a \$25,000 increase). The maximum Academic Achievement bonus (\$50,000) has not changed from the current contract, and is equal to the Division Championship payoff, in accordance with previous Board guidance. The liquidated damages provisions in the amended contract (\$500,000 if the coach terminates for convenience before January 11, 2018) has not changed from the liquidation amounts specified in the current Board-approved contract. The maximum potential annual compensation for the first year of the amended contract, including base pay, bonuses, and royalties, is \$2,025,004. This maximum annual potential figure increases by \$100,000 per year for the remaining years of the agreement, in accordance with the existing base salary provisions, culminating in a maximum potential annual compensation of \$2,425,004 for the final year of the contract. Base and bonus compensation are budgeted entirely from non-state funds.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to enter into an amended multi-year employment agreement, with a fixed-term of four years and nine months, commencing on April 23, 2017 and terminating on January 10, 2022, as detailed in the proposed contract, included as Attachment 1, with Bryan Harsin, Head Football Coach.

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

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Multi-year contract for Andrew Avalos, Defensive Coordinator of Football

**REFERENCE**

April 2016

The Idaho State Board of Education (Board) approved a two-year employment agreement with Defensive Coordinator Andrew Avalos

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

In April 2016, the Board approved a two (2) year employment contract with Andrew Avalos as the defensive coordinator for the Boise State University (BSU) football team terminating March 31, 2018. BSU is requesting approval of an extension of the multi-year contract for its defensive coordinator of football.

In 2016, his first season as defensive coordinator, six players earned All-Mountain West honors, including two linebackers. The Broncos ranked 29th nationally and second in the Mountain West in scoring defense in 2016.

The defensive coordinator is one of the primary assistant coaches for the football team. Multi-year contracts (two, three and even five year contracts) for the offensive, defensive and special teams coordinator positions have become common in successful Division I Football Bowl Subdivision (FBS) programs.

The Athletics department recently revised the bonus structure for coaches in the football program, as reflected in Coach Avalos' contract. The contract is similar to the standard issued by BSU and in conformance with the Board-approved Model Agreement.

**IMPACT**

The new contract will be for one year, nine months, April 23, 2017 – February 28, 2019. The annual base salary is \$315,000, with incentives as follows:

**Academic Achievement**

Academic Incentive Pay may be earned if the team Academic Progress Rate (APR) is as follows:

National Score Within Sport		
955-959	=	up to \$2,000
960-964	=	up to \$3,000

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965-969	=	up to \$4,000
970 or higher	=	up to \$5,000

**Athletic Achievement**

Athletic Incentive Pay may be earned as follows:

Mountain Division Champion	\$5,000
Participation in Conference Championship Game	\$5,000
Conference Champion	\$5,000
Participation in non-CFP bowl game	\$5,000
Team wins non-CFP bowl game	\$1,000
Participation in one of the six CFP bowl games	\$15,750

In the event Andrew Avalos terminates early without cause, the following liquidated damages shall be due:

- If agreement is terminated on or before February 28, 2018, the sum \$75,000.
- If agreement is terminated on or before February 28, 2019, the sum of \$25,000.

The contract contains a provision that the contract is terminable on 30 days' notice if the head coach is no longer employed by the University.

No state funds will be used and the agreed amounts are paid only from program revenues, media, donations and other non-state funds. The overall budget for assistant football coaches remains the same as last year – staffing changes have allowed salary adjustments.

**ATTACHMENTS**

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Attachment 4 – APR Summary (2011-2016)	Page 53
Attachment 5 – Salary and Incentive Chart	Page 54
Attachment 6 – Maximum Compensation Calculation	Page 55
Attachment 7 – Coach Contract Checklist	Page 56

**STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy II.H. requires Board approval for coach/athletic director employment agreements with terms of more than three years or when maximum potential annual compensation is \$200,000 or greater. This particular (less than two-year) contract is being submitted for approval based on the annual compensation criterion.



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The proposed contract includes a \$10,000 increase in base salary over the previous contract (new base salary of \$315,000 vice \$305,000 in current contract), and an increase in maximum potential bonus payments of \$13,500 over the previous contract [the figures in the “Athletic Achievement” bonus section represent an increase of \$3,000 for a Mountain Division championship; a possible \$10,000 increase for playing in and winning a Conference championship game; and a possible \$500 increase for participating in a College Football Playoff game. There was no change to the possible Academic Achievement payoffs.] Liquidated damages in the event of termination of the contract for the convenience of the coach (\$75,000 if termination occurs prior to March 1, 2018) represents a one-year extension of the liquidated damages specified in the current Board-approved contract. The liquidated damage amounts are matched for both the Offensive and Defensive Coordinator positions. [Note: Conference reports on liquidated damage provisions in Offensive/Defensive Coordinator positions are not publically available within the conference.]

Maximum annual compensation if all available bonus requirements were attained would be \$350,750. The compensation package is budgeted entirely from non-state funds.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to enter into a one year, nine months multi-year agreement with Andrew Avalos as its defensive coordinator of football, commencing on April 23, 2017 and terminating on February 28, 2019, at a base salary of \$315,000 and supplemental compensation provisions, as submitted in Attachment 1.

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

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Multi-year contract for Zachary Hill, Offensive Coordinator of Football

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University (BSU) is seeking a one-year, nine months contract for the offensive coordinator for the men's football program. The offensive coordinator is one of the primary assistant coaches of the football team. The departure of the previous co-offensive coordinator has prompted BSU to offer a two-year agreement to Zachary Hill, who is currently employed as a co-offensive coordinator/quarterbacks coach under a single-year contract. Multi-year contracts (two, three and even five year contracts) for the offensive, defensive and special teams coordinator positions have become common in successful Division I Football Bowl Subdivision (FBS) programs.

The contract is similar to the standard issued by BSU and in conformance with the Idaho State Board of Education (Board) approved Model Agreement.

**IMPACT**

The new contract will be for one year, nine months, April 23, 2017 - February 28, 2019. The annual salary is \$285,000, with incentives as follows:

**Academic Achievement**

Academic Incentive Pay may be earned if the team Academic Progress Rate (APR) is as follows:

955-959	=	up to \$2,000
960-964	=	up to \$3,000
965-969	=	up to \$4,000
970 or higher	=	up to \$5,000

**Athletic Achievement**

Athletic Incentive Pay may be earned as follows:

Mountain Division Champion	\$5,000
Participation in Conference Championship Game	\$5,000
Conference Champion	\$5,000
Participation in non-CFP bowl game	\$5,000
Team wins non-CFP bowl game	\$1,000
Participation in one of the six CFP bowl games	\$14,250

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In the event Zachary Hill terminates early without cause, the following liquidated damages shall be due:

- If agreement is terminated on or before February 28, 2018, the sum of \$75,000.
- If agreement is terminated on or before February 28, 2019, the sum of \$25,000.

No state funds are used and all compensation and incentive pay amounts are paid only from program revenues, media, donations and other non-state funds. The overall budget for assistant football coaches remains the same as last year – staffing changes have allowed salary adjustments.

The contract contains a provision that the contract is terminable on 30 days' notice if the head coach is no longer employed by BSU.

**ATTACHMENTS**

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**STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy II.H. requires Board approval for employment agreements with a term of more than three years or a total annual compensation of \$200,000 or more. This contract is being presented to the Board for approval due to the total compensation criterion. The maximum annual compensation (base salary plus attainment of highest combination of academic and athletic bonus goals) is \$319,250. While Conference reports on liquidated damage provisions in Offensive and Defensive Coordinator positions are not publically available, the liquidated damage provisions specified above are consistent with the terms of previous Board-approved contracts for this tier of football assistant coaches—and match the provisions for the proposed Defensive Coordinator contract. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to enter into a one-year, nine months multi-year agreement, as proposed, with Zachary Hill as its offensive coordinator of football, commencing on April 23, 2017 and terminating on February 28, 2019, at a base salary of \$285,000 and supplemental compensation provisions, as submitted in Attachment 1.

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