

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 19, 2017**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>UNIVERSITY OF IDAHO</b> Multi-Year Employment Agreement – Men’s Basketball Head Coach	Motion to Approve
<b>2</b>	<b>UNIVERSITY OF IDAHO</b> Multi-Year Employment Agreement – Men’s Football Head Coach	Motion to Approve

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**UNIVERSITY OF IDAHO**

**SUBJECT**

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

**REFERENCE**

October 2014 Idaho State Board of Education (Board)  
approval of multi-year contract extension  
through June 30, 2017.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The University of Idaho (UI) requests Regents' approval to extend the employment of Don Verlin, the Men's Basketball Team Head Coach for a term of four (4) years. This request arises after the expiration of the prior contract extension.

The proposed modifications to the contract grant a four year extension and also remove existing automatic extensions of the contract term. Attachment 1 to these materials shows the specific changes in terms from the current contract.

The 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.

**IMPACT**

The term of the employment contract runs through June 30, 2021.

A summary of the base compensation from appropriated funds contemplated in the contract is as follows:

2017-18	\$185,432.00
2018-19	\$192,849.28
2019-20	\$200,563.25
2020-21	\$208,585.78

These compensation amounts continue the salary and annual increases established in the contract approved in 2014.

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 athletic director; (3) compliance with UI's financial stewardship policies as set forth in UI's Administrative Procedures Manual, Chapter 25; and (4) approval by the president, in the president's sole discretion.

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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 – 1/13<sup>th</sup> of annual salary.
- Team ranked in the top 25 in any published national final poll – 1/13<sup>th</sup> of annual salary.
- Conference Coach of the Year – \$6,000.
- Academic achievement and behavior of team based on APR national rank exceeding 950 – \$6,000.
- Team Victories
  - \$5,000 for 14 victories
  - Additional \$5,000 for 17 or more victories
  - Additional \$5,00 for 20 or more victories
- Team progresses to the Round of 16 in the NCAA tournament - \$25,000.
- 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 Guaranty (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 game, the coach will receive all guaranty revenue less regular travel and related expenses.

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

2017-18	\$325,960.00
2018-19	\$334,518.40
2019-20	\$343,419.14
2020-21	\$352,675.90

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 the UI elects not to operate a camp, coach may do so within Board guidelines for such camps.

Liquidated damages and buyout provisions for men's basketball coaches at other public institutions in the Big Sky Conference:

- Eastern Washington University - \$50,000

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- Idaho State University – “(a) if the Agreement is terminated on or before May 09, 2013, the sum of \$35,000; (b) if the Agreement is terminated between May 10, 2013 and May 09, 2014 inclusive, the sum of \$25,000; (c) if the Agreement is terminated between May 10, 2014 and May 09, 2015 inclusive, the sum of \$10,000.”
- Montana State University - “an amount equal to that portion (pro rata) of the Coach’s Base salary and benefits remaining unpaid under this Agreement.” Base salary = \$158,300.
- Northern Arizona University – “One and a half year’s Base Salary if Coach terminates the contract prior to March 15, 2018; and one year’s Base Salary if Coach Murphy terminates the contract after March 15, 2018.” Base salary = \$185,400.
- Weber State University - \$40,000

The liquidated damages amounts were the result of negotiations between the UI and the Coach.

**ATTACHMENTS**

Attachment 1 – Comparison to 2014 Contract	Page 5
Attachment 2 – Proposed Modified Employment Contract	Page 21
Attachment 3 – Comparison to Model Contract	Page 37
Attachment 4 – APR Data	Page 55
Attachment 5 – Base salaries of coaches in same conference	Page 57
Attachment 6 – Coach Contract Checklist	Page 61

**STAFF COMMENTS AND RECOMMENDATIONS**

Board approval is required, per Board policy II.H.1, for coach contracts with terms that exceed three years or in which the maximum potential annual compensation is \$200,000 or more. Coach Verlin’s previous employment agreement expired on June 30, 2017, and the proposed (approximately 4-year) contract will terminate on or before June 30, 2021 unless extended following future Board approval. There are no automatic contract extension provisions in the proposed agreement.

The maximum potential annual compensation amounts listed by the University in the “Impact” section above, reflect an initial maximum of \$325,960 for the first year, followed by annual automatic increases of 4% in each of the following years. The maximum payouts do not include those additional incentives which are based on potential gate receipts, game guaranty payments, or youth basketball camp proceeds.

The liquidated damages in the employment agreement (\$100,000 if the coach leaves for his convenience before the end of the first year, decreasing to \$75,000 in the second year, \$50,000 in the third year, and \$0 in the fourth year) fall within the broad range of liquidated damages in place for other men’s basketball head coaches in the Big Sky Conference. The student athlete academic performance incentive (based on NCAA Academic Progress Report scores) is \$6,000—less

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than the \$14,264 bonus for a conference championship, but equal to the \$6,000 incentive if the employee is named "Conference Coach of the Year."

The contract was reviewed by the Business Affairs and Human Resources Committee during its latest meeting on October 6, 2017. The proposed employment agreement appears to meet the letter and spirit of the requirements in Board policy with respect to athletic coach contracts. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to extend the multi-year employment contract with Don Verlin, as the Men's Basketball Team Head Coach for four years for a term extending through June 30, 2021 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 \_\_\_\_\_

## 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 34 years commencing on the date of the Board of Regents' approval hereof, and terminating, without further notice to Coach, on June 30, 2017, 2021, 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~~185,432 per year payable in biweekly installments in accordance with normal University procedures; ~~such.~~ 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~~6,000. 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~~6,000. 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~~ 3.2.9 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)-~~

- a) The University will receive ~~\$75,000.00~~75,000 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 the University), the balance of the single Guarantee Game (revenue exceeding \$75,000) proceeds will be made available to Head Coach on or before March 1<sup>st</sup> of the same season.
- b) ~~(b.)~~ Additional Game Guarantee (Money) Games may be scheduled subject to the following:
- i. ~~i.~~ The total number of guarantee games is limited to three unless approved in advance by the Director of Athletics.
  - ii. ~~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~~3.2.10 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:

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- 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~~3.2.11 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; on or before June 30, 2018,~~ the sum of ~~\$75,000.00~~ 100,000; (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;~~ between July 1, 2018 and June 30, 2019 inclusive, the sum of \$75,000; (c) if the Agreement is terminated between July 1, 2019 and June 30, 2020, the sum of \$50,000, (d) if the Agreement is terminated between July 1, 2020 and June 30, 2021 inclusive, there will be no buyout payment. 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**

\_\_\_\_\_  
Chuck Staben , President      Date

\_\_\_\_\_  
Don Verlin      Date

| Approved by the Board of Regents on the ~~16<sup>th</sup>~~ day of October, ~~2014~~2017.

## **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 4 years commencing on the date of the Board of Regents' approval hereof, and terminating, without further notice to Coach, on June 30, 2021, unless sooner terminated in accordance with other provisions of this Agreement.

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

**ARTICLE 3**

**3.1 Regular Compensation.**

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

- a) An annual salary of \$185,432 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. 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 \$6,000. 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 \$6,000. 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 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.

3.2.9 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 from the proceeds of a Guarantee Game each year; this amount is inclusive of the regular travel and related expenses (with regular travel expenses to be paid by the University), the balance of the single Guarantee Game (revenue exceeding \$75,000) proceeds will be made available to Head Coach on or before March 1<sup>st</sup> 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.

3.2.10 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.

3.2.11 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 on or before June 30, 2018, the sum of \$100,000; (b) if the Agreement is terminated between July 1, 2018 and June 30, 2019 inclusive, the sum of \$75,000; (c) if the Agreement is terminated between July 1, 2019 and June 30, 2020, the sum of \$50,000, (d) if the Agreement is terminated between July 1, 2020 and June 30, 2021 inclusive, there will be no buyout payment. 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**

\_\_\_\_\_  
Chuck Staben, President      Date

\_\_\_\_\_  
Don Verlin      Date

Approved by the Board of Regents on the      day of October, 2017.

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~~(MODEL ATHLETICS MULTI-YEAR CONTRACT)~~

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) team (Team) (or Director of Athletics)~~ men's basketball team. Coach ~~(Director)~~ 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 Chief executive officer (Chief executive officer'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 4 years, commencing on the date of the Board of Regents' approval hereof, and terminating, without further notice to Coach, on June 30, 2021, 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 the University's

Board of ~~Education~~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 ~~(College)~~.

### ARTICLE 3

#### 3.1 Regular Compensation.

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

- a) An annual salary of \$~~\_\_\_\_\_~~185,432 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 Chief executive officer 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. 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 (national rankings of sport's division)~~ any published national final poll of 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 \$6,000. 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 Chief executive officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board, 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 \$6,000. 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 Chief executive officer 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 Chief executive officer 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 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.

3.2.9 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 from the proceeds of a Guarantee Game each year; this amount is inclusive of the regular travel and related expenses (with regular travel expenses to be paid by the University), the balance of the single Guarantee Game (revenue exceeding \$75,000) proceeds will be made available to Head Coach on or before March 1<sup>st</sup> 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.

3.2.10 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:

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- 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~~ 3.2.11 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 ~~Chief executive officer~~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 ~~Chief executive officer~~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 ~~Chief executive officer'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 ~~Chief executive officer'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 ~~Chief executive officer~~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.

4.6 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 ~~reasonably comparable~~ employment, whichever occurs first; provided however, in the event Coach obtains ~~other~~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 ~~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 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, ~~or had the opportunity to consult with,~~ 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 on or before June 30, 2018, the sum of \$100,000; (b) if the Agreement is terminated between July 1, 2018 and June 30, 2019 inclusive, the sum of \$75,000; (c) if the Agreement is terminated between July 1, 2019 and June 30, 2020, the sum of \$50,000, (d) if the Agreement is terminated between July 1, 2020 and June 30, 2021 inclusive, there will be no buyout payment. 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 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.

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

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends ~~or reassigns~~ Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights ~~provide~~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, ~~IDAPA 08.01.01 et seq.,~~ and the University ~~(College)~~ Faculty-Staff Handbook.

ARTICLE 6

6.1 Board Approval ~~(if required: multiyear employment agreements which require Board approval are defined in Section II.H. of Board Policy)~~. This Agreement shall not be effective until and unless approved ~~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 ~~Chief executive officer~~ 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: ~~Chief executive officer~~  
\_\_\_\_\_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)~~, if required under Section II.H. of Board Policy.

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

~~Chief executive officer~~ \_\_\_\_\_ ~~Date~~ \_\_\_\_\_  
\_\_\_\_\_  
~~Date~~  
Chuck Staben, President \_\_\_\_\_ Date \_\_\_\_\_ Don Verlin \_\_\_\_\_ Date \_\_\_\_\_

\*Approved by the Board of ~~-(Regents or Trustees)~~ on the \_\_\_\_\_ day of \_\_\_\_\_,  
2010-October, 2017.

~~[\*Note: Multiyear employment agreements which require Board approval are defined in Section II.H. of Board Policy]~~

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# NCAA Division I 2015 - 2016 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 01/23/2017

This report is based on NCAA Division I Academic Progress Rate (APR) data submitted by the institution for the 2012-13, 2013-14, 2014-15 and 2015-2016 academic years. Institutions are encouraged to forward this report to appropriate institutional personnel on campus.

*[Note: All information contained in this report is for four academic years. Some squads may still have small sample sizes within certain sport groups. In accordance with the Family Educational Rights and Privacy Act's (FERPA's) interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report for cells made up of three or fewer students without student consent.]*

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2015 - 2016 (N)	Multiyear Rate	2015 - 2016	Multiyear Rate	2015 - 2016
Men's Basketball	985 (54)	N/A	1,000 (15)	991	1,000	980	1,000
Men's Cross Country	925 (24) <sup>5 3</sup>	963	1,000 (6)	872	1,000	978	1,000
Football	927 (347) <sup>9</sup>	N/A	959 (85)	911	945	930	966
Men's Golf	966 (39)	N/A	1,000 (9)	974	1,000	958	1,000
Men's Tennis	942 (40)	N/A	968 (9)	942	1,000	941	933
Men's Track	962 (83)	N/A	977 (23)	911	977	974	977
Women's Basketball	981 (56)	N/A	1,000 (15)	1,000	1,000	963	1,000
Women's Cross Country	994 (44)	N/A	1,000 (12)	988	1,000	988	1,000
Women's Golf	1,000 (32)	N/A	1,000 (7)	1,000	1,000	1,000	1,000
Women's Soccer	989 (95)	N/A	989 (23)	994	978	977	978

\* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.

N/A = No APR or not applicable.

N = Number of student-athletes represented.

<sup>1</sup> Denotes APR that does not subject the team to ineligibility for postseason competition based on institutional, athletics and student resources and the team's Graduation Success Rate.

<sup>2</sup> Denotes APR that does not subject the team to ineligibility for postseason competition due to the team's demonstrated academic improvement.

<sup>3</sup> Denotes APR that does not subject the team to ineligibility for postseason competition due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 930 for that team to be subject to ineligibility for postseason competition. Squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

<sup>4</sup> Denotes APR that does not subject the team to penalties due to the team's demonstrated academic improvement.

<sup>5</sup> Denotes APR that does not subject the team to penalties due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 930 for that team to be subject to penalties. The squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

<sup>6</sup> Denotes APR based on a one year cohort, not subject to ineligibility for postseason competition and/or any penalties.

<sup>7</sup> Denotes APR based on a two year cohort, not subject to ineligibility for postseason competition and/or any penalties.

<sup>8</sup> Denotes that team is not subject to ineligibility for postseason competition and/or penalties based on institutional resources.

<sup>9</sup> Denotes APR that requires an APP Improvement Plan be created for this sport.

# NCAA Division I 2015 - 2016 Academic Progress Rate Institutional Report

Institution: University of Idaho

Date of Report: 01/23/2017

Sport	APR			Eligibility/Graduation		Retention	
	Multiyear Rate (N)	Multiyear Rate Upper Confidence Boundary	2015 - 2016 (N)	Multiyear Rate	2015 - 2016	Multiyear Rate	2015 - 2016
Women's Swimming	966 (108)	N/A	992 (33)	976	1,000	957	985
Women's Tennis	984 (34)	N/A	1,000 (9)	985	1,000	984	1,000
Women's Track	981 (100)	N/A	980 (27)	968	980	973	980
Women's Volleyball	974 (54)	N/A	938 (15)	929	917	980	958

\* Denotes data representing three or fewer student-athletes. In accordance with FERPA's interpretation of federal privacy regulations, institutions should not disclose statistical data contained in this report in cells made up of three or fewer students without student consent.

N/A = No APR or not applicable.

N = Number of student-athletes represented.

<sup>1</sup> Denotes APR that does not subject the team to ineligibility for postseason competition based on institutional, athletics and student resources and the team's Graduation Success Rate.

<sup>2</sup> Denotes APR that does not subject the team to ineligibility for postseason competition due to the team's demonstrated academic improvement.

<sup>3</sup> Denotes APR that does not subject the team to ineligibility for postseason competition due to the squad-size adjustment. The "upper confidence boundary" of a team's APR must be below 930 for that team to be subject to ineligibility for postseason competition. Squad-size adjustment does not apply to teams with four years of APR data and a multiyear cohort of 30 or more student-athletes.

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<sup>8</sup> Denotes that team is not subject to ineligibility for postseason competition and/or penalties based on institutional resources.

<sup>9</sup> Denotes APR that requires an APP Improvement Plan be created for this sport.

# Big Sky Personnel Survey 2016-17

## ATTACHMENT 5

	A	B	C	D	E	F	G	H	I
1	School	Position	Unit	Base Salary	Full/Part	Length of Contract	Years of Service	Extra benefits	Raises/Bonuses/Incentives/Renewals
43	EWU	Head Coach	Men's Basketball	\$ 173,243	Full Time	5	5	Courtesy Car	Raises undetermined; APR, BSC, post-season; renewal 7/1
100	UI	Head Coach	Men's Basketball	\$ 178,298	Full Time	3	9	car	media, conference champion, top 25 ranking, conference coach of year, APR, team wins, portion of gate, NCAA appearance, portion of guarantees, net proceeds from camps
137	ISU	Head Coach	Men's Basketball	107,972	Full Time	4 years	5	car	Media Bonus, APR,BSC Champs,Attendance

# Big Sky Personnel Survey 2016-17

## ATTACHMENT 5

	A	B	C	D	E	F	G	H	I
1	School	Position	Unit	Base Salary	Full/Part	Length of Contract	Years of Service	Extra benefits	Raises/Bonuses/ Incentives/Renewals
230	UM	Head Coach	Men's Basketball	\$ 142,800	Full Time	3 yrs	2	Monthly car stipend; golf membership	CPGA yearly (bonuses not cumulative) 2.90 – 2.99-\$1,500, 3.00 – 3.09-\$2,500, 3.10 or above-\$3,500; APR 950 or higher-\$2,500; GSR equal or higher to Div I MBB-\$5,000; No “0-for-2” APR-\$1,000; Maintain or increase season attendance-\$2,500; Attend all requested functions-\$7,000; Conference Coach of the Year-\$5,000; Regular Season Co/Champions-\$5,000; Win BSC Tournament or selected for the NCAAs-\$10,000; NIT bid-\$5,000; Qualifies for NIT “Final Four”-\$5,000; Win NIT-\$5,000; Team plays in NCAA First Round and wins (if applicable)-\$5,000; Win NCAA Second Round game-\$15,000; Win NCAA Third Round game-\$25,000; Win NCAA “Sweet Sixteen” game-\$25,000; Win NCAA “Elite 8” game-\$25,000; Win NCAA “Final Four”
283	MSU	Head Coach	Men's Basketball	\$ 158,300	Full Time	3 years	3	phone, courtesy car	Media \$45,000, Fundraising \$20,000
371	UND	Head Coach	Men's Basketball	\$ 109,273	Full Time	5 years	9.5	Vehicle	Bonus incentives / Renewal April 30 / July 1 raise

# Big Sky Personnel Survey 2016-17

**ATTACHMENT 5**

	A	B	C	D	E	F	G	H	I
1	School	Position	Unit	Base Salary	Full/Part	Length of Contract	Years of Service	Extra benefits	Raises/Bonuses/Incentives/Renewals
472	NAU	Head Coach	Men's Basketball	\$ 185,400	Full Time	5	4.66	Car; Tickets; cell phone stipend	Academic and Team Performance
523	UNC	Head Coach	Men's Basketball	\$ 155,000	Full Time	5	0.75	Car, Country Club	
601	PSU	Head Coach	Men's Basketball	\$ 132,000	Full Time	Multi	12	Car Stipend	APP, Media, NCAA Play & Game Guarantee
676	SAC	Head Coach	Men's Basketball	\$ 180,924	Full Time	5	9	car	
749	SUU	Head Coach	Men's Basketball	\$ 149,000	Full Time		<1	Car stipend	APR; # of wins; conf. titles; playoffs.
795	WSU	Head Coach	Men's Basketball	\$ 192,594	Full Time	8 years	10	Country Club Membership, Courtesy Car, Cell Phone	\$ 122,000

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**IDAHO STATE BOARD OF EDUCATION**

**Athletic Director-Coach Contract Checklist**

To be Submitted by Institutions with Employment Agreements Requiring Board Approval\*

[\* Board approval is required for contracts longer than three years or for any contracts with total annual compensation of \$200,000 or higher. See Board Policy II.H.]

**Institution:** **University of Idaho**

**Name of employee and position:** **Don Verlin, Men's Basketball Head Coach**

**Date of submission to State Board Office:** **September 15, 2017**

**Proposed effective date of employment agreement:** **Upon approval of the Board**

- ☒ The proposed contract has been reviewed to ensure compliance with Board Policy II.H.
- ☒ The proposed contract has been reviewed by institution general counsel

**Supporting Documents (Check and attach all that apply):** [All required items need to be provided either within the agenda item cover sheet, or as attachments to the agenda item.]

- ☒ A summary of all supplemental compensation incentives
- ☒ Quantification of the maximum potential annual compensation (i.e. base salary plus maximum incentive pay)
- ☒ Employment agreement—clean version
- ☒ Employment agreement—redline version comparing contract to Board-approved model contract (model contract is available on Board website <http://boardofed.idaho.gov>)
- ☒ Employment agreement—redline version (for current coaches receiving new contracts) comparing proposed employment agreement to current agreement
- ☒ In the case of NCAA institutions, a 4-year history of the institution's Academic Progress Rate (APR) raw scores and national average APR scores for the applicable sport.
- ☒ A schedule of base salaries and incentive payments of all other same sport coaches in the institution's conference
- ☒ Documentation/description of how the institution determined the proposed liquidated damages amount(s), and a summary of publically-available liquidated damages and buyout provisions for coaches of the same sport at the other public institutions in the conference.

Notes/Comments (provide explanation of any items/boxes which were not checked or other key points for Board consideration):

**Point of contact at Institution (phone number, email address):**

**Kent E. Nelson, General Counsel**  
**208-885-6125; [kentnelson@uidaho.edu](mailto:kentnelson@uidaho.edu)**

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**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 19, 2017**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Multi-year contract for Head Men's Football Coach.

**REFERENCE**

June 2016

Idaho State Board of Education (Board)  
approval of multi-year contract expiring  
December 31, 2020.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures Section II.H.1  
and II.F.2..

**BACKGROUND/DISCUSSION**

The University of Idaho (UI) wishes to extend and modify the multi-year contract with Paul Petrino, Head Men's Football Coach. Attachment 1 to these materials shows the specific changes in terms from the current contract. Material amendments to the current contract are:

- Extension of the term of the agreement to June 30, 2022 (Sec 2.1)
  - Addition of a one-year automatic term extension if Coach is not in material breach on or before July 1, 2018. (Sec 2.1.1)
  - Addition of a rolling one-year extension for each season with eight (8) or more wins, including post-season wins. (Sec 2.1.2)
- Supplemental Compensation terms specific to Football Bowl Subdivision (FBS) seasons. (Sec 3.2.1 and subsections thereto)
- Supplemental Compensation terms specific to Football Championship Subdivision (FCS) seasons. (Sec 3.2.2 and subsections thereto)
- Revisions to Academic incentives; Maximum incentive increased to \$20,000. (Sec's 3.2.3.1 & 3.2.3.2)
- Addition of "Access to Suite" granting coach personal access to a suite in the ASUI Kibbie Dome for family and guests for all home football games. (Sec 3.25.7)
- Revisions to liquidated damages for termination by Coach. (Sec 5.3.3)

The UI submits the attached multi-year contract (Attachment 2) to the Regents for approval. The primary compensation 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.

Coach's current contract, approved on June 16, 2016, has an expiration date of December 31, 2020. The proposed contract will extend for 1.5 additional years to June 30, 2022, subject to automatic extensions as described above.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 19, 2017**

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**IMPACT**

The annual base salary from appropriated funds is \$191,214.40 with continuing eligibility to receive University-wide changes in employee compensation approved by the Director of Athletics and the President.

There is an annual media payment of \$255,000 which remains static for the duration of this contract. The amended amount reflects the annual increases called for in the current contract. In addition there are the following incentive/supplemental compensation provisions (some of which distinguish between FBS and FCS seasons in recognition of the anticipated transition to FCS in fall 2018):

FBS	FCS
At least seven (7) regular season wins = \$25,000	At least 8 wins including post-season = \$15,000
National Coach of the Year = \$25,000	National Coach of the Year = \$15,000
CFP Bowl game = \$100,000	FCS Championship appearance = \$7,500.00 FCS Championship = additional \$12,500.00
Team Ranking in Top 25 ESPN/USA Today coaches poll of FBS = \$25,000	Final Ranking in Top 5 in the final poll of Division IA FCS football teams = \$15,000
Conference Coach of the Year = \$10,000	Conference Coach of the Year = \$5,000
Conference Championship = \$10,000	Conference Championship = \$5,000
	FBS wins per season = \$10,000 per win
General Incentives without regard to FBS/FCS	
Academic Performance – APR (highest number each year only)	
APR numbers reported following the 2016-2017 academic year	945 to 959 \$10,000      960 to 979 \$20,000
APR numbers reported following the 2017-2018 academic year	950 to 964 \$10,000      965 to 984 \$20,000
APR numbers reported following the 2018-2019 academic year and any academic year thereafter	955 to 969 \$10,000      970 to 989 \$20,000
Academic Performance – Team GPA = \$10,000 if the goals below are met	
2017 Spring & Fall Team GPA – 2.50	
2018 Spring & Fall Team GPA – 2.55	

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 19, 2017**

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2019 (and any calendar year thereafter) Spring & Fall Team GPA – 2.60	
Access to Suite for home football games (Mkt value estimate) = \$20,000	
Car Allowance = \$4,800/ year	

Maximum potential annual compensation (base salary, media payment and incentive/allowance payments (excluding BCS wins which are not determinable) is as follows:

FBS = \$696,014.40	FCS = \$576,014.40
--------------------	--------------------

Coach may participate in youth football 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.

Liquidated damages and buyout provisions for men's football coaches at other institutions in the conference are set out in Attachment 6. The liquidated damages amounts in the proposed contract were the result of negotiations between the University of Idaho and the Coach.

## **ATTACHMENTS**

Attachment 1 - Comparison to original Employment Contract	Page 5
Attachment 2 - Proposed Modified Employment Contract	Page 23
Attachment 3 - Comparison to Board Model Contract	Page 41
Attachment 4 - APR Data	Page 61
Attachment 5 - Maximum compensation	Page 63
Attachment 6 - Conference compensation	Page 65
Attachment 7 - Conference liquidated damages and buy-out provisions	Page 67
Attachment 8 – Coach Contract checklist	Page 71

## **STAFF COMMENTS AND RECOMMENDATIONS**

Board approval is required, per Policy II.H.1., for coach contracts with terms in excess of three years or total maximum potential compensation amounts of \$200,000 or more. The proposed employment agreement for Coach Petrino potentially exceeds both of these thresholds. The modified contract extends the current termination date of December 31, 2020 to June 30, 2022, with an automatic one-year extension to June 30, 2023 if the coach is not in material breach of the agreement on or before July 1, 2018. Additionally, the contract will be extended by one year for every year in which the football team wins eight or more games.

The base salary (paid with appropriated funds) for the contract (no automatic increases specified) is \$191,214.40. The employee is eligible to receive base

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**OCTOBER 19, 2017**

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salary increases, subject to approval by the Athletic Director and President, as part of the University's annual Change in Employee Compensation (CEC) process.

Maximum potential annual compensation is computed at \$696,014.40 for the FBS scenario and \$576,014.40 for the FCS scenario, excluding revenues from potential youth football camps. [Note: the "FBS wins per season" entry in the incentive payout table on page 2, under the FCS column, refers to a \$10,000 incentive for any wins against an FBS opponent while the program is part of an FCS conference.]

Liquidated damages in the event the contract is terminated for the convenience of the coach start at \$150,000 during the calendar year ending on December 31, 2017; decreasing to \$100,000 at year-end 2018; \$75,000 at year-end 2019; \$50,000 at year-end 2020; and \$25,000 if termination occurs during the last two years of the contract. These provisions are similar to liquidated damages provisions at a number of Big Sky Conference institutions.

The academic incentive levels in the modified contract have been increased; and it is noteworthy that the multiple factors are included—i.e., Grade Point Averages as well as NCAA Academic Progress Rate levels, with increasing academic targets over subsequent years.

The proposed employment agreement includes an annual car allowance of \$4,800. Board Policy (Section II.F.2.b.vi.) requires Board approval for any car allowance (other than courtesy car arrangements) included as part of a non-classified employee's compensation.

The proposed contract was reviewed by the Business Affairs and Human Resources Committee during its meeting on October 6, 2017. The contract appears to conform to the letter and spirit of Board policy. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to extend the multi-year employment contract with Paul Petrino, as Men's Football Head Coach, for a term expiring June 30, 2022 (or as further extended pursuant to the terms of the contract) plus other adjustments to terms, including an annual car allowance of \$4,800 per year, in substantial conformance to the form submitted to the Board in Attachment 2.

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

## EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University) and Paul Petrino (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 football 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. 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 reasonably assign and as may be described elsewhere in this Agreement.

### ARTICLE 2

~~2.1. 2.1 Term~~. This Agreement is for a fixed-term appointment commencing on ~~June 16, 2016~~, date of the last signature hereto, and terminating, without further notice to Coach, on ~~December 31, 2020~~, June 30, 2022, unless sooner terminated in accordance with other provisions of this Agreement, ~~and unless the Team participates in a bowl game, in which event the date of termination will be extended by mutual agreement of the parties.~~

2.1.1 In the event that Coach is not in material breach of this Agreement on or before July 1, 2018, the term of this Agreement shall be extended by one (1) year such that the Agreement will terminate, without further notice to Coach, on June 30, 2023, unless the Agreement is extended thereafter pursuant to the terms contained herein. Such extension shall be on terms as favorable to Coach as the terms then existing in the final year of the Agreement prior to the extension.

2.1.2 After July 1, 2018, the term of this Agreement shall be extended by one (1) year following each football season in which the Team wins eight (8) or more games (including post-season games). Such extension shall be on terms as favorable to Coach as the terms then existing in the final year of the Agreement prior to the extension.

~~2.2. Extension or Renewal~~. Other than as set forth herein, (1) 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; and (2) any renewal is subject to the

prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this agreement count in any way toward tenure at the University.

### ARTICLE 3

#### 3.1 Regular Compensation.

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

- a) An annual salary of \$~~178,526.40~~, 191,214.40, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation upon approval by the Director, the President, and the Board of Regents;
- 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
- c) 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. Football Bowl Subdivision ("FBS"). The following supplemental compensation shall apply to the 2017 season as well as any subsequent season during the term of this Agreement in which the Team competes at the FBS level. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the triggering event (e.g., 7th regular season win, conference championship, conference coach of the year, etc.).

~~3.2.1.1. 3.2.1. Each year Win bonus. If~~ the football program achieves at least seven (7) regular season wins, the University shall pay to Coach supplemental compensation in an amount equal to ~~\$25,000.00 during the fiscal year in which the Team achieves 7 wins. This supplemental compensation shall be paid to Coach within thirty (30) days of the Team achieving its 7th win.~~ 25,000.00.

~~3.2.1.2.3.2.2.~~ National Coach of the Year. For receiving the “Bear Bryant Coach of the Year” award, ~~and if Coach continues to be employed as University’s head football coach as of the ensuing July 1st,~~ Coach shall receive supplemental compensation ~~of \$10,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation in an amount equal to \$25,000.~~

~~3.2.1.3.3.2.3.~~ BCS CFP Bowl game. If the Team participates in any ~~BCS bowl games~~ bowl game affiliated with the College Football Playoff (“CFP”), Coach shall receive supplemental compensation ~~of~~ in an amount equal to \$100,000.

~~3.2.1.4.~~ ~~The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the bowl game.~~ ~~3.2.4.~~ Non-BCS Bowl game. If the Team participates in any ~~non-BCS bowl games~~ game not affiliated with the CFP, Coach shall receive supplemental compensation ~~of~~ in an amount equal to \$25,000.

~~3.2.1.5.~~ Final Ranking. If the Team is ranked in the top 25 in the final ESPN/USA Today coaches poll of Division IA FBS football teams, University shall pay Coach supplemental compensation in an amount equal to \$25,000.

~~3.2.1.6.~~ Conference Coach of the Year. If Coach is named Sun Belt Conference (or any FBS conference the University subsequently joins) Coach of the Year, Coach shall receive supplemental compensation in an amount equal to \$10,000.

~~3.2.1.7.~~ Conference Championship. If the Team wins the Sun Belt Conference (or any FBS conference the University subsequently joins) championship, Coach shall receive supplemental compensation in an amount equal to \$10,000.

322. Football Championship Subdivision (“FCS”). The following supplemental compensation shall apply to any season during the term of this Agreement in which the Team competes at the FCS level. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the ~~bowl game~~ triggering event (e.g., 8th regular season win, conference championship, conference coach of the year, etc.).

322.1. Win Bonus. If the football program achieves at least eight (8) regular season wins during any season, the University

shall pay to Coach supplemental compensation in an amount equal to \$15,000.

3222. National Coach of the Year. For receiving the FCS National Coach of the Year award, Coach shall receive supplemental compensation in an amount equal to \$15,000.

3223. Final Ranking. If the team is ranked in the Top 5 in the final poll of Division IA FCS football teams during any season, University shall pay Coach supplemental compensation in an amount equal to \$15,000.

3224. Conference Coach of the Year. If Coach is named Big Sky Conference (or any FCS conference the University subsequently joins) Coach of the Year, Coach shall receive supplemental compensation in an amount equal to \$5,000.

3225. Conference Championship. If the Team wins the Big Sky Conference (or any FCS conference the University subsequently joins) championship, Coach shall receive supplemental compensation in an amount equal to \$5,000.

3226. FBS Wins. For each season, Coach shall receive supplemental compensation in an amount equal to \$10,000 for each win against an FBS opponent.

3227. FCS National Championship. If the Team appears in the FCS National Championship game, Coach shall receive supplemental compensation in an amount equal to \$7,500.00. If the Team wins the FCS National Championship, Coach shall receive additional supplemental compensation in an amount equal to \$12,500.

~~325 — Each year the Team is ranked in the top 25 in the final ESPN/USA Today coaches poll of Division IA football teams, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, University shall pay Coach supplemental compensation in an amount equal to \$13,461.53. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~  
3.2.3 Academic Bonuses.

~~326 — Each year Coach is named Conference Coach of the Year, Coach shall receive supplemental compensation of \$10,000. This supplemental compensation shall be paid to Coach within thirty (30) days of such recognition. 3.2.7 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team members. If the Team's annual APR exceeds 940,~~



~~Coach shall receive supplemental compensation of \$10,000. This amount shall increase to \$20,000 in any year the Team's annual APR exceeds 960.~~ achievements as set forth below. Coach shall only be eligible for the highest level achieved within these Sections 3.2.3.1 and 3.2.3.2, meaning Coach is eligible to receive one bonus under each section. 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.

3.2.3.1 Academic Progress Rate. Coach shall be eligible to receive the highest bonus achieved under the following schedule based on the Team's Academic Progress Rate ("APR") as reported to the NCAA. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the final APR being reported by the University to the NCAA.

<u>APR numbers reported following the 2016-2017 academic year</u>	<u>945 to 959 \$10,000</u>	<u>960 to 979 \$20,000</u>
<u>APR numbers reported following the 2017-2018 academic year</u>	<u>950 to 964 \$10,000</u>	<u>965 to 984 \$20,000</u>
<u>APR numbers reported following the 2018-2019 academic year and any academic year thereafter</u>	<u>955 to 969 \$10,000</u>	<u>970 to 989 \$20,000</u>

3.2.3.2 Team GPA. Coach shall receive supplemental compensation in an amount equal to \$10,000 if the Team's spring and fall cumulative GPA meets the following schedule. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the final cumulative GPA being calculated by the University.

<u>2017 Spring &amp; Fall Team GPA – 2.50</u>
<u>2018 Spring &amp; Fall Team GPA – 2.55</u>
<u>2019 (and any calendar year thereafter) Spring &amp; Fall Team GPA – 2.60</u>

~~3.2.83.2.4~~ 3.2.4 The Coach shall receive the sum of ~~\$215,000~~ \$255,000 from the University or the University's designated media outlet(s) or a combination thereof each year (January 1 to December 31) during the term of this Agreement in compensation for participation in media programs and public appearances (Programs) payable in monthly installments. Coach shall receive a pro-rated portion ~~(1/12th) of \$215,000 for December 2012, for any partial years.~~

~~Beginning January 1, 2014 and each calendar year thereafter, the payment under this section 3.2.8 shall increase by \$10,000 over the prior year if the Football Team's spring and fall cumulative GPA for the applicable year is at least 2.5. For purposes of the~~

~~2014 media payment, the applicable team GPA will be 2013. For purposes of the 2015 media payment, the applicable team GPA will be 2014.~~

~~In the event that the Agreement is extended pursuant to Paragraph 2.2, Coach's media payment shall continue to increase by the same amount (\$10,000.00) each year and the applicable team GPA for any such increases will continue in the same manner as set forth above.~~ Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) reasonable academic achievement and behavior of Team members, as set forth above; (2) appropriate behavior by, and supervision of, all assistant coaches, as reasonably determined by the Director; and (3) 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 reasonably successful and agrees to provide his services to and perform on the Programs and to reasonably 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 that conflict with those broadcast on the University's designated media outlets. It is also understood that Coach's media obligations are secondary to his primary duty as head football coach and that such media obligations shall not unreasonably interfere with his duties as head football coach.

~~3.2.93.2.5~~ Coach agrees that the University has the exclusive right to operate youth football 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 football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth football camps, the University shall pay Coach the remaining income from the youth football camps, less \$500, after all claims, insurance, and reasonable and customary 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 football 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 football 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 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 personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University 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 (and Sodexo with respect to food services) for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for reasonable charges associated with the use of University facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible.
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University 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 while engaged in camp activities. The Coach and

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

~~3.2.10~~ 3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Nike products' design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, and give a lecture at an event sponsored in whole or in part by Nike, and 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 football 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.

~~3.2.11 Moving Expenses. NA~~

~~3.2.12 Signing Bonus. As additional incentive for accepting the position of head football coach at the University and to assist in transitioning to his new position, University agrees to provide Coach with a one-time signing bonus in the amount of \$10,000.~~

3.2.7 Access to Suite. University agrees to provide Coach with access to a designated suite for all home football games (including post-season games). Coach shall be responsible for all food and beverage expenses incurred for personal entertainment purposes for Coach and/or his family, friends and invited guests. Food and beverage expenses incurred as part of University business in furtherance of the program shall be handled pursuant to University policy.

~~3.2.13~~3.2.8 Car Allowance. University agrees to provide Coach a monthly car allowance in the amount of \$400 in recognition of his extraordinary duties as the University's head football coach.

33 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.

34 Conference Affiliation. In the event that the University is successful in joining a conference in which the Football Team participates, the Athletic Director and the Coach agree to meet and confer within sixty (60) days of the University joining the conference to evaluate the terms of this Agreement as compared to other head football coaching contracts in the conference and discuss possible amendments. However, in no event will Coach's compensation be reduced in any manner based upon such meeting and evaluation.

#### 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. The University makes available to Coach access to the Office of General Counsel and to the University's NCAA Compliance Officer as resources to Coach for education on such applicable laws, policies, rules and regulations for which he is responsible, and University and Coach shall utilize reasonable shared efforts to ensure Coach is educated on all such applicable laws, policies, rules and regulations.

4.1.5. 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 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 football conference of which the University is a member.

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

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

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



In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

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

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

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not 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 the 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 reasonable judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to reasonably 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. Coach may, within fifteen (15) calendar days of receiving such notice, request review of the decision in writing directed to the University President. However, such request for review shall not



stay the effectiveness of the action, and review by the President is at the President's sole discretion.

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.

52 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, all amounts earned but not yet paid under this Agreement at the time of termination as well as the annual salary set forth in section 3.1.1(a) for the duration of the term remaining on the Agreement and media payments set forth in section 3.2.8 for the duration of the Term remaining on the Agreement, 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 Coach's gross annual salary and media payments set forth in sections 3.1.1(a) and 3.2.8 (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 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 University has been represented by legal counsel, and coach has been represented by legal counsel in the contract negotiations. 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~~ sums 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.

53 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. Coach's employment shall thereupon cease, however Coach shall remain reasonably available for contact by the University for a (10) day transition period during which Coach will use reasonable efforts to assist University with the transition to an interim replacement head coach.

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, with the exception that Coach shall be entitled to all amounts earned but not yet paid prior to the date of 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 on or before December 31, ~~2016~~2017, the sum of ~~\$250,000.00~~150,000.00; (b) if the Agreement is terminated between January 1, ~~2017~~2018 and December 31, ~~2017~~2018 inclusive, the sum of \$100,000.00; (c) if the Agreement is terminated between January 1, ~~2018~~2019 and December 31, ~~2018~~2019 inclusive, the sum of ~~\$50,000.00~~75,000.00; (d) if the Agreement is terminated between January 1, ~~2018~~2020 and December 31, ~~2018~~2020 inclusive, the sum of ~~\$25,000.00~~50,000.00; and (e) if the Agreement is terminated between January 1, 2021 and December 31, 2022 inclusive, the sum of \$25,000.

The applicable sum shall be due and payable within thirty (30) 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 been represented by legal counsel in the contract negotiations. 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. The parties agree that such 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 shall constitute adequate and reasonable compensation to University for the damages and injury suffered by University 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 to the extent permitted by law his right to receive all supplemental compensation and other payments (other than amounts earned but not yet paid).

54 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.

55 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.

56 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 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 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 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:                              Paul Petrino  
Last known address on file with  
University's Human Resource Services

with a copy to: Russ Campbell & Patrick Strong  
Balch Sports  
P.O. Box 306  
Birmingham, AL 35201-0306

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 counsel. 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

\_\_\_\_\_  
Paul Petrino

\_\_\_\_\_  
Date

Approved by the Board of Regents on the ~~16th~~ \_\_\_\_\_ day of ~~June, 2016~~ \_\_\_\_\_,  
2017.

## **EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University) and Paul Petrino (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 football 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. 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 reasonably 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 date of the last signature hereto, and terminating, without further notice to Coach, on June 30, 2022, unless sooner terminated in accordance with other provisions of this Agreement.

2.1.1 In the event that Coach is not in material breach of this Agreement on or before July 1, 2018, the term of this Agreement shall be extended by one (1) year such that the Agreement will terminate, without further notice to Coach, on June 30, 2023, unless the Agreement is extended thereafter pursuant to the terms contained herein. Such extension shall be on terms as favorable to Coach as the terms then existing in the final year of the Agreement prior to the extension.

2.1.2 After July 1, 2018, the term of this Agreement shall be extended by one (1) year following each football season in which the Team wins eight (8) or more games (including post-season games). Such extension shall be on terms as favorable to Coach as the terms then existing in the final year of the Agreement prior to the extension.

2.2. Extension or Renewal. Other than as set forth herein, (1) 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; and (2) any renewal is subject to the prior approval of University's Board of Regents. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this

agreement count in any way toward tenure at the University.

**ARTICLE 3**

**3.1 Regular Compensation.**

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

- a) An annual salary of \$191,214.40, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation upon approval by the Director, the President, and the Board of Regents;
- 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
- c) 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. Football Bowl Subdivision ("FBS"). The following supplemental compensation shall apply to the 2017 season as well as any subsequent season during the term of this Agreement in which the Team competes at the FBS level. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the triggering event (e.g., 7th regular season win, conference championship, conference coach of the year, etc.).

3.2.1.1. Win bonus. If the football program achieves at least seven (7) regular season wins, the University shall pay to Coach supplemental compensation in an amount equal to \$25,000.00.

3.2.1.2. National Coach of the Year. For receiving the "Bear Bryant Coach of the Year" award, Coach shall receive supplemental compensation in an amount equal to \$25,000.



3.2.1.3. CFP Bowl game. If the Team participates in any bowl game affiliated with the College Football Playoff (“CFP”), Coach shall receive supplemental compensation in an amount equal to \$100,000.

3.2.1.4. Bowl game. If the Team participates in any bowl game not affiliated with the CFP, Coach shall receive supplemental compensation in an amount equal to \$25,000.

3.2.1.5. Final Ranking. If the Team is ranked in the top 25 in the final ESPN/USA Today coaches poll of Division IA FBS football teams, University shall pay Coach supplemental compensation in an amount equal to \$25,000.

3.2.1.6. Conference Coach of the Year. If Coach is named Sun Belt Conference (or any FBS conference the University subsequently joins) Coach of the Year, Coach shall receive supplemental compensation in an amount equal to \$10,000.

3.2.1.7. Conference Championship. If the Team wins the Sun Belt Conference (or any FBS conference the University subsequently joins) championship, Coach shall receive supplemental compensation in an amount equal to \$10,000.

3.2.2. Football Championship Subdivision (“FCS”). The following supplemental compensation shall apply to any season during the term of this Agreement in which the Team competes at the FCS level. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the triggering event (e.g., 8th regular season win, conference championship, conference coach of the year, etc.).

3.2.2.1. Win Bonus. If the football program achieves at least eight (8) regular season wins during any season, the University shall pay to Coach supplemental compensation in an amount equal to \$15,000.

3.2.2.2. National Coach of the Year. For receiving the FCS National Coach of the Year award, Coach shall receive supplemental compensation in an amount equal to \$15,000.

3.2.2.3. Final Ranking. If the team is ranked in the Top 5 in the final poll of Division IA FCS football teams during any season, University shall pay Coach supplemental compensation in an amount equal to \$15,000.

3.2.2.4. Conference Coach of the Year. If Coach is named Big Sky Conference (or any FCS conference the University subsequently joins) Coach of the Year, Coach shall receive supplemental compensation in an amount equal to \$5,000.

3.2.2.5. Conference Championship. If the Team wins the Big Sky Conference (or any FCS conference the University subsequently joins) championship, Coach shall receive supplemental compensation in an amount equal to \$5,000.

3.2.2.6. FBS Wins. For each season, Coach shall receive supplemental compensation in an amount equal to \$10,000 for each win against an FBS opponent.

3.2.2.7. FCS National Championship. If the Team appears in the FCS National Championship game, Coach shall receive supplemental compensation in an amount equal to \$7,500.00. If the Team wins the FCS National Championship, Coach shall receive additional supplemental compensation in an amount equal to \$12,500.

3.2.3 Academic Bonuses. Each year Coach shall be eligible to receive supplemental compensation based on the academic achievements as set forth below. Coach shall only be eligible for the highest level achieved within these Sections 3.2.3.1 and 3.2.3.2, meaning Coach is eligible to receive one bonus under each section. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation, 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.

3.2.3.1 Academic Progress Rate. Coach shall be eligible to receive the highest bonus achieved under the following schedule based on the Team's Academic Progress Rate ("APR") as reported to the NCAA. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the final APR being reported by the University to the NCAA.

APR numbers reported following the 2016-2017 academic year	945 to 959 \$10,000	960 to 979 \$20,000
APR numbers reported following the 2017-2018 academic year	950 to 964 \$10,000	965 to 984 \$20,000
APR numbers reported following the 2018-2019 academic year and any academic year thereafter	955 to 969 \$10,000	970 to 989 \$20,000

3.2.3.2 Team GPA. Coach shall receive supplemental compensation in an amount equal to \$10,000 if the Team's spring and fall cumulative GPA meets the following schedule. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the final, cumulative GPA being calculated by the University.

2017 Spring & Fall Team GPA – 2.50
2018 Spring & Fall Team GPA – 2.55
2019 (and any calendar year thereafter) Spring & Fall Team GPA – 2.60

3.2.4 The Coach shall receive the sum of \$255,000 from the University or the University's designated media outlet(s) or a combination thereof each year (January 1 to December 31) during the term of this Agreement in compensation for participation in media programs and public appearances (Programs) payable in monthly installments. Coach shall receive a pro rated portion for any partial years.

Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) reasonable academic achievement and behavior of Team members, as set forth above; (2) appropriate behavior by, and supervision of, all assistant coaches, as reasonably determined by the Director; and (3) 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 reasonably successful and agrees to provide his services to and perform on the Programs and to reasonably 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 that conflict with those broadcast on the University's designated media outlets. It is also understood that Coach's media obligations are secondary to his primary duty as head football coach and that such media obligations shall not unreasonably interfere with his duties as head football coach.

3.2.5 Coach agrees that the University has the exclusive right to operate youth football 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

football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth football camps, the University shall pay Coach the remaining income from the youth football camps, less \$500, after all claims, insurance, and reasonable and customary 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 football 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 football 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 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 personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University 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 (and Sodexo with respect to food services) for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for reasonable charges associated with the use of University facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage:

spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible.

- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University 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 while engaged in camp activities. The Coach and all other University 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 shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University shall be released from all obligations relating thereto.

3.2.6 Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning Nike products' design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, and give a lecture at an event sponsored in whole or in part by Nike, and 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 football 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.

3.2.7 Access to Suite. University agrees to provide Coach with access to a designated suite for all home football games (including post-season games). Coach shall be responsible for all food and beverage expenses incurred for personal entertainment purposes for Coach and/or his family, friends and invited guests. Food and beverage expenses incurred as part of University business in furtherance of the program shall be handled pursuant to University policy.

3.2.8 Car Allowance. University agrees to provide Coach a monthly car allowance in the amount of \$400 in recognition of his extraordinary duties as the University's head football coach.

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.

3.4 Conference Affiliation. In the event that the University is successful in joining a conference in which the Football Team participates, the Athletic Director and the Coach agree to meet and confer within sixty (60) days of the University joining the conference to evaluate the terms of this Agreement as compared to other head football coaching contracts in the conference and discuss possible amendments. However, in no event will Coach's compensation be reduced in any manner based upon such meeting and evaluation.

## **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. The University makes available to Coach access to the Office of General Counsel and to the University's NCAA Compliance Officer as resources to Coach for education on such applicable laws, policies, rules and regulations for which he is responsible, and University and Coach shall utilize reasonable shared efforts to ensure Coach is educated on all such applicable laws, policies, rules and regulations.

4.1.5. 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 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 football conference of which the University is a member.

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

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

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

In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

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

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

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not 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 the 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 reasonable judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to reasonably 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. Coach may, within fifteen (15) calendar days of receiving such notice, request review of the decision in writing directed to the University President. However, such request for review shall not stay the effectiveness of the action, and review by the President is at the President's sole discretion.

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, all amounts earned but not yet paid under this Agreement at the time of termination as well as the annual salary set forth in section 3.1.1(a) for the duration of the term remaining on the Agreement and media payments set forth in section 3.2.8 for the duration of the Term remaining on the Agreement, 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 Coach's gross annual salary and media payments set forth in sections 3.1.1(a) and 3.2.8 (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 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 University has been represented by legal counsel, and coach has been represented by legal counsel in the contract negotiations. 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 sums 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. Coach's employment shall thereupon cease, however Coach shall remain reasonably available for contact by the University for a (10) day transition period during which Coach will use reasonable efforts to assist University with the transition to an interim replacement head coach.

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, with the exception that Coach shall be entitled to all amounts earned but not yet paid prior to the date of 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 on or before December 31, 2017, the sum of \$150,000.00; (b) if the Agreement is terminated between January 1, 2018 and December 31, 2018 inclusive, the sum of \$100,000.00; (c) if the Agreement is terminated between January 1, 2019 and December 31, 2019 inclusive, the sum of \$75,000.00; (d) if the Agreement is terminated between January 1, 2020 and December 31,

2020 inclusive, the sum of \$50,000.00; and (e) if the Agreement is terminated between January 1, 2021 and December 31, 2022 inclusive, the sum of \$25,000.

The applicable sum shall be due and payable within thirty (30) 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 been represented by legal counsel in the contract negotiations. 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. The parties agree that such 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 shall constitute adequate and reasonable compensation to University for the damages and injury suffered by University 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 to the extent permitted by law his right to receive all supplemental compensation and other payments (other than amounts earned but not yet paid).

#### 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 or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, and the University Faculty-Staff Handbook.

## **ARTICLE 6**

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

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

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

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any

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

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

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

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

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes 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 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:                              Paul Petrino

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

with a copy to:

Russ Campbell & Patrick Strong  
Balch Sports  
P.O. Box 306  
Birmingham, AL 35201-0306

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 counsel. 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

\_\_\_\_\_  
Paul Petrino

\_\_\_\_\_  
Date

Approved by the Board of Regents on the \_\_\_\_ day of \_\_\_\_\_, 2017.

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**~~(MODEL ATHLETICS MULTI-YEAR CONTRACT)~~**  
**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between  
                    (the University ~~(College)~~, of Idaho (University) and  
                    Paul Petrino (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)~~ football team (Team) ~~(or Director of Athletics)~~. Coach ~~(Director)~~ 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 Chief executive officer (Chief executive officer'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 reasonably 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) shall cease.~~

ARTICLE 2

~~2.1.~~ 2.1 Term. This Agreement is for a fixed-term appointment ~~of \_\_\_\_\_ (\_\_\_\_) years,~~ commencing on                     date of the last signature hereto, and terminating, without further notice to Coach, on                     June 30, 2022, unless sooner terminated in accordance with other provisions of this Agreement.

2.1.1 In the event that Coach is not in material breach of this Agreement on or before July 1, 2018, the term of this Agreement shall be extended by one (1) year such that the Agreement will terminate, without further notice to Coach, on June 30, 2023, unless the Agreement is extended thereafter pursuant to the terms contained herein. Such extension shall be on terms as favorable to Coach as the terms then existing in the final year of the Agreement prior to the extension.

2.1.2 After July 1, 2018, the term of this Agreement shall be extended by one (1) year following each football season in which the Team wins eight (8) or more games (including post-season games). Such extension shall be on terms as favorable to Coach as the terms then existing in the final year of the Agreement prior to the extension.

2.2. Extension or Renewal. ~~This~~Other than as set forth herein, (1) 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; and~~ (2) any renewal is subject to the prior approval of ~~the~~University's Board of ~~Education~~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 ~~(College)~~.

### ARTICLE 3

#### 3.1 Regular Compensation.

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

- a) An annual salary of \$ ~~\_\_\_\_\_ per year, 191,214.40,~~ payable in biweekly installments in accordance with normal University ~~(College) procedures, and such salary increases as may be determined appropriate by the Director and Chief executive officer and approved by the University (College)'s~~ procedures. Coach will be eligible to receive University-wide changes in employee compensation upon approval by the Director, the President, and the Board of ~~(Regents or Trustees)~~ \_\_\_\_\_;
- 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
- c) ~~The opportunity to receive such~~ 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 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) coach as of the ensuing July 1st, the University (College) shall pay to Coach~~Football Bowl Subdivision ("FBS"). The following supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved~~shall apply to the 2017 season as well as any subsequent season during the term of this Agreement in which the Team competes at the FBS level. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation-~~but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the triggering event (e.g., 7th regular season win, conference championship, conference coach of the year, etc.).

3.2.1.1. Win bonus. If the football program achieves at least seven (7) regular season wins, the University shall pay to Coach supplemental compensation in an amount equal to \$25,000.00.

3.2.1.2. National Coach of the Year. For receiving the "Bear Bryant Coach of the Year" award, Coach shall receive supplemental compensation in an amount equal to \$25,000.

3.2.1.3. CFP Bowl game. If the Team participates in any bowl game affiliated with the College Football Playoff ("CFP"), Coach shall receive supplemental compensation in an amount equal to \$100,000.

3.2.1.4. Bowl game. If the Team participates in any bowl game not affiliated with the CFP, Coach shall receive supplemental compensation in an amount equal to \$25,000.

~~3.2.1.5. 3.2.2 Each year the Team is ranked in the top 25 in the (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) 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-~~Final Ranking. If the Team is ranked in the top 25 in the final ESPN/USA Today coaches poll of

Division IA FBS football teams, University shall pay Coach supplemental compensation in an amount equal to \$25,000.

3.2.1.6. Conference Coach of the Year. If Coach is named Sun Belt Conference (or any FBS conference the University subsequently joins) Coach of the Year, Coach shall receive supplemental compensation in an amount equal to \$10,000.

3.2.1.7. Conference Championship. If the Team wins the Sun Belt Conference (or any FBS conference the University subsequently joins) championship, Coach shall receive supplemental compensation in an amount equal to \$10,000.

3.2.2. Football Championship Subdivision ("FCS"). The following supplemental compensation shall apply to any season during the term of this Agreement in which the Team competes at the FCS level. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the triggering event (e.g., 8th regular season win, conference championship, conference coach of the year, etc.).

3.2.2.1. Win Bonus. If the football program achieves at least eight (8) regular season wins during any season, the University shall pay to Coach supplemental compensation in an amount equal to \$15,000.

3.2.2.2. National Coach of the Year. For receiving the FCS National Coach of the Year award, Coach shall receive supplemental compensation in an amount equal to \$15,000.

3.2.2.3. Final Ranking. If the team is ranked in the Top 5 in the final poll of Division IA FCS football teams during any season, University shall pay Coach supplemental compensation in an amount equal to \$15,000.

3.2.2.4. Conference Coach of the Year. If Coach is named Big Sky Conference (or any FCS conference the University subsequently joins) Coach of the Year, Coach shall receive supplemental compensation in an amount equal to \$5,000.

3.2.2.5. Conference Championship. If the Team wins the Big Sky Conference (or any FCS conference the University subsequently joins) championship, Coach shall receive supplemental compensation in an amount equal to \$5,000.

3.2.2.6. FBS Wins. For each season, Coach shall receive supplemental compensation in an amount equal to \$10,000 for each win against an FBS opponent.

3.2.2.7. FCS National Championship. If the Team appears in the FCS National Championship game, Coach shall receive supplemental compensation in an amount equal to \$7,500.00. If the Team wins the FCS National Championship, Coach shall receive additional supplemental compensation in an amount equal to \$12,500.

3.2.3 Academic Bonuses. Each year Coach shall be eligible to receive supplemental compensation ~~in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief executive officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board, 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.~~ based on the academic achievements as set forth below. Coach shall only be eligible for the highest level achieved within these Sections 3.2.3.1 and 3.2.3.2, meaning Coach is eligible to receive one bonus under each section. 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.

3.2.3.1 Academic Progress Rate. Coach shall be eligible to receive the highest bonus achieved under the following schedule based on the Team's Academic Progress Rate ("APR") as reported to the NCAA. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the final APR being reported by the University to the NCAA.

<u>APR numbers reported following the 2016-2017 academic year</u>	<u>945 to 959 \$10,000</u>	<u>960 to 979 \$20,000</u>
<u>APR numbers reported following the 2017-2018 academic year</u>	<u>950 to 964 \$10,000</u>	<u>965 to 984 \$20,000</u>
<u>APR numbers reported following the 2018-2019 academic year and any academic year thereafter</u>	<u>955 to 969 \$10,000</u>	<u>970 to 989 \$20,000</u>

3.2.3.2 Team GPA. Coach shall receive supplemental compensation in an amount equal to \$10,000 if the Team's spring and fall cumulative GPA meets the following schedule. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the final, cumulative GPA being calculated by the University.

<u>2017 Spring &amp; Fall Team GPA – 2.50</u>
<u>2018 Spring &amp; Fall Team GPA – 2.55</u>
<u>2019 (and any calendar year thereafter) Spring &amp; Fall Team GPA – 2.60</u>

~~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 Chief executive officer 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 Chief executive officer in consultation with the Director.~~  
~~3.2.5 The Coach shall receive the sum of (amount or computation) \$255,000 from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year (January 1 to December 31) during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment) payable in monthly installments. Coach shall receive a pro rated portion for any partial years.~~

Coach's right to receive any such media payment under this Paragraph is expressly contingent upon the following: (1) reasonable academic achievement and behavior of Team members, as set forth above; (2) appropriate behavior by, and supervision of, all assistant coaches, as reasonably determined by the Director; and (3) 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 reasonably successful and agrees to provide his services to and perform on the Programs and to reasonably 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 that conflict with those broadcast on the University ~~(College)~~'s designated media outlets. It is also understood that Coach's media obligations are secondary to his primary duty as head football coach and that such media obligations shall not unreasonably interfere with his duties as head football coach.

~~3.2.6 (SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~ 3.2.5 Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~ football 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 youth football camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University ~~(College)~~'s ~~summer youth~~ football camps, the University ~~(College)~~ shall pay Coach ~~(amount)~~ per year as supplemental compensation during each year of his employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment) the remaining income from the youth football camps, less \$500, after all claims, insurance, and reasonable and customary 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 football 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~~ football 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)~~ 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)~~ personnel, equipment, or facilities without the prior written approval of the Director;
- c) Assistant coaches at the University ~~(College)~~ 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)~~ and Sodexo with respect to food services for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for reasonable charges associated with the use of University ~~(College)~~ 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<sub>;</sub>
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University ~~(College)~~ 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)~~ while engaged in camp activities. The Coach and all other University ~~(College)~~ 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)~~ 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)~~ shall be released from all obligations relating thereto.

~~3.2.7~~ 3.2.6 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)~~, ~~or Nike~~, and give a lecture at an event sponsored in whole or in part by ~~—(Company Name)—~~, ~~or Nike~~, and 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)—~~ football 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.

3.2.7 Access to Suite. University agrees to provide Coach with access to a designated suite for all home football games (including post-season games). Coach shall be responsible for all food and beverage expenses incurred for personal entertainment purposes for Coach and/or his family, friends and invited guests. Food and beverage expenses incurred as part of University business in furtherance of the program shall be handled pursuant to University policy.

3.2.8 Car Allowance. University agrees to provide Coach a monthly car allowance in the amount of \$400 in recognition of his extraordinary duties as the University's head football coach.

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.

3.4 Conference Affiliation. In the event that the University is successful in joining a conference in which the Football Team participates, the Athletic Director and the Coach agree to meet and confer within sixty (60) days of the University joining the conference to evaluate the terms of this Agreement as compared to other head football coaching contracts in the conference and discuss possible amendments. However, in no event will Coach's compensation be reduced in any manner based upon such meeting and evaluation.

#### 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. The University makes available to Coach access to the Office of General Counsel and to the University's NCAA Compliance Officer as resources to Coach for education on such applicable laws, policies, rules and regulations for which he is responsible, and University and Coach shall utilize reasonable shared efforts to ensure Coach is educated on all such applicable laws, policies, rules and regulations.

4.1.5. 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 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)~~ football 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 ~~Chief executive officer~~ 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 ~~Chief executive officer~~ President.

4.34.3. NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University ~~(College)~~'s ~~Chief executive officer~~'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 ~~Chief executive officer~~'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 ~~Chief executive officer~~ 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.

4.6 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 the applicable policies, rules and 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 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~~ 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 reasonable judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;
- f) The failure of Coach to reasonably 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. Coach may, within fifteen (15) calendar days of receiving such notice, request review of the decision in writing directed to the University President. However, such

request for review shall not stay the effectiveness of the action, and review by the President is at the President's sole discretion.

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 all amounts earned but not yet paid under this Agreement at the time of termination as well as the annual salary set forth in section 3.1.1(a) for the duration of the term remaining on the Agreement and media payments set forth in section 3.2.8 for the duration of the Term remaining on the Agreement, 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 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 Coach's gross annual salary and media payments set forth in ~~section~~ sections 3.1.1(a) and 3.2.8 (before deductions required by law) by the gross compensation paid to Coach under the ~~other~~ 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 ~~-(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, ~~or had the opportunity to consult with,~~ legal counsel, and coach has been represented by 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 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 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).~~ Coach's employment shall thereupon cease, however Coach shall remain reasonably available for contact by the University for a (10) day transition period during which Coach will use reasonable efforts to assist University with the transition to an interim replacement head coach.

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, with the exception that Coach shall be entitled to all amounts earned but not yet paid prior to the date of 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: \_\_\_\_\_.~~ The liquidated damages for the breach of this Agreement the following sum: (a) if the Agreement is terminated on or before December 31, 2017, the sum of \$150,000.00; (b) if the Agreement is terminated between January 1, 2018 and December 31, 2018 inclusive, the sum of \$100,000.00; (c) if the Agreement is terminated between January 1, 2019 and December 31, 2019 inclusive,

the sum of \$75,000.00; (d) if the Agreement is terminated between January 1, 2020 and December 31, 2020 inclusive, the sum of \$50,000.00; and (e) if the Agreement is terminated between January 1, 2021 and December 31, 2022 inclusive, the sum of \$25,000.

The applicable sum shall be due and payable within ~~twenty~~thirty (20~~30~~) 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~~5.3.4 University has been represented by legal counsel, and Coach has been represented by 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. The parties agree that such 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~~University because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University ~~(College)~~.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all supplemental compensation and other payments (other than amounts earned but not yet paid).

#### 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.

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

5.7 Waiver of Rights. Because the Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation, and because such contracts and opportunities are not customarily afforded to University ~~(College)~~-employees, if the University ~~(College)~~ suspends ~~or reassigns~~ Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University ~~(College)~~ from compliance with the notice, appeal, and similar employment-related rights ~~provide~~provided for in the State Board of Education and Board or Regents of the University of Idaho Rule Manual (IDAPA 08) and Governing Policies and Procedures Manual, IDAPA-08.01.01 et seq., and the University ~~(College)~~ Faculty-Staff Handbook.

## ARTICLE 6

6.1 Board Approval ~~(if required: multiyear employment agreements which require Board approval are defined in Section II.H. of Board Policy).~~ 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 ~~Chief executive officer~~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, 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: ~~Chief executive officer~~  
President  
University of Idaho

P.O. Box 443151  
Moscow, ID 83844-3151

the Coach: Paul Petrino  
Last known address on file with  
University ~~(College)~~'s Human Resource Services

with a copy to: Russ Campbell & Patrick Strong  
Balch Sports  
P.O. Box 306  
Birmingham, AL 35201-0306

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)~~, ~~if required under Section II.H. of Board Policy~~.

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~~counsel. 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

\_\_\_\_\_  
~~Chief executive officer~~ \_\_\_\_\_ ~~Date~~ \_\_\_\_\_  
\_\_\_\_\_  
~~Date~~  
Chuck Staben, President \_\_\_\_\_ Date \_\_\_\_\_ Paul Petrino \_\_\_\_\_ Date

\*Approved by the Board of ~~(Regents~~ or Trustees) on the \_\_\_\_ day of \_\_\_\_\_, ~~2010~~2017.

~~[\*Note: Multiyear employment agreements which require Board approval are defined in Section II.H. of Board Policy]~~

Attachment 4: University of Idaho, Men's Football APR

	A	B	C	D	E	F
1	<b>Sport</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>Mult-year</b>
2	Football	838	948	957	956	926
3						

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 19, 2017**

**ATTACHMENT 5**

Petrino compensation calculation	Section	Maximum Amount		Section	Maximum Amount
2017 FBS year				2018 and beyond - FCS years	
Regular Compensation: eligible to receive University-wide changes in employee compensation upon approval by the Director, the President, and the Board of Regents	3.1	\$ 191,214.40		Regular Compensation: eligible to receive University-wide changes in employee compensation upon approval by the Director, the President, and the Board of Regents	3.1 \$ 191,214.40
Win bonus. If the football program achieves at least seven (7) regular season wins	3.2.1.1	\$ 25,000.00		Win bonus. If the football program achieves at least eight (8) regular season wins	3.2.2.1 \$ 15,000.00
National Coach of the Year - FBS	3.2.1.2	\$ 25,000.00		National Coach of the Year - FCS	3.2.2.2 \$ 15,000.00
CFP Bowl game	3.2.1.3	\$ 100,000.00		FCS National Championship game appearance	\$ 7,500.00
Other Bowl game. If the Team participates in any bowl game not affiliated with the CFP is \$25,000 but will be overridden by a CFP game	3.2.1.4			FCS National Championship game win - additional	3.2.2.7 \$ 12,500.00
Final Ranking. If the Team is ranked in the top 25 in the final ESPN/USA Today coaches poll of Division IA FBS football teams	3.2.1.5	\$ 25,000.00		Final Ranking in Top 5 in the final poll of Division IA FCS football teams during any season,	3.2.2.3 \$ 15,000.00
Conference Coach of the Year.	3.2.1.6	\$ 10,000.00		Conference Coach of the Year.	3.2.2.4 \$ 5,000.00
Conference Championship	3.2.1.7	\$ 10,000.00		Conference Championship	3.2.2.5 \$ 5,000.00
Academic Bonus - APR	3.2.3.1	\$ 20,000.00		Same	Same \$ 20,000.00
Academic Bonus - Team GPA	3.2.3.2	\$ 10,000.00		Same	Same \$ 10,000.00
Media payment	3.2.4	\$ 255,000.00		Same	Same \$ 255,000.00
Access to Suite - market value estimate	3.2.7	\$ 20,000.00		Same	Same \$ 20,000.00
Car Allowance	3.2.8	\$ 4,800.00		Same	Same \$ 4,800.00
Total Maximum Compensation (quantifiable)		\$ 696,014.40			\$ 576,014.40
Non-quantifiable compensation based on contingency					
			FBS Wins. For each season, Coach shall receive supplemental compensation in an amount equal to \$10,000 for each win against an FBS opponent.	3.2.2.6	??
Sports Camps - non-quantifiable	3.2.5	??	Same	3.2.5	??

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
OCTOBER 19, 2017**

**ATTACHMENT 6**

Attachment 5: Compensation within Big Sky Conference

	A	B	C	D	E	F	G	H	I
	School	Position	Unit	Base Salary	Full/Part	Length of Contract	Years of Service	Extra benefits	Raises/Bonuses/ Incentives/Renewals
1	EWU	Head Coach	Football	\$ 240,000	Full Time	1 year	9 years	Courtesy Car	Raises undetermined; APR, BSC, post-season, attendance; renewal 1/1
3	ISU	Head Coach	Football	\$ 164,528	Full Time	3 years	6 years	Car, Country Club	Media, BSC champ, APR, Attendance
									CPGA yearly (bonuses not cumulative) 2.85 – 2.99-\$2,000, 3.00 – 3.09-\$3,000, 3.10 or above-\$5,000; APR 950 or higher-\$2,500; GSR equal to or higher than FCS GSR-\$5,000; No "0-for-2" APR-\$1,000; Maintain or increase season attendance-\$5,000; Attend all requested functions-\$15,000; Conference Coach or Co-Coach of the Year-\$5,000; Defeat a Football Championship Subdivision (FCS) team during non-conference season that has been a qualifier in the FCS playoffs within the past two years-\$5,000; Play a NCAA FBS team during non-conference season-\$10,000; Defeat a Football Bowl Subdivision (FBS) team during non-conference season-\$10,000; Achieve 10 or more wins during season including regular and post season-\$5,000; Conference Co/Champions or Qualifying for FCS Playoffs-\$5,000; Advance to Second Round FCS Playoffs-\$2,500; Advance to Quarterfinal Round FCS Playoffs-\$2,500; Advance to Semi-Final Round FCS Playoffs-\$2,500; Advance to National Championship-\$5,000; Win National Championship-\$30,000
4	UM	Head Coach	Football	\$ 178,500	Full Time	3 yr	2 years	Monthly car stipend; golf membership	Media \$70,000 , Fundraising \$25,000
5	MSU	Head Coach	Football	\$ 180,000	Full Time	3 years	1 years	phone, courtesy car	Bonus incentives/ Renewal January 1; July 1 raise
6	UND	Head Coach	Football	\$ 163,909	Full Time	3 years	3 years	Vehicle	Academic and Team Performance
7	NAU	Head Coach	Football	\$ 185,000	Full Time	4 years	19 years	Car; Tickets; cell phone stipend	\$20,000
8	UNC	Head Coach	Football	\$ 150,000	Full Time	5 years	7 years	Car, Country Club	APP, Media, NCAA Play
9	PSU	Head Coach	Football	\$ 190,008	Full Time	Annual	3 years		
10	SAC	Head Coach	Football	\$ 182,040	Full Time	3 years	3 years	car	
11	SUU	Head Coach	Football	\$ 146,000	Full Time		1 years	car	APR; # of wins; conf. titles; playoffs.
12	WSU	Head Coach	Football	\$ 155,116	Full Time	5 years	2.5 years	Country Club Membership, Courtesy Car,	\$75,000
13	UCD	Head Coach	Football	\$ 262,500	Full Time	5 years	1 month		
14	CP	Head Coach	Football	\$ 233,256	Full Time	5 years	8 years	Country Club Membership	1-20% based on category

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Portland State

Bruce Barnum  
Jul 01, 2017 - Dec 30, 2020

Add Note Add to Favorites

specifically do not include any post-season tickets. The Parties hereto acknowledge and understand that these benefits, if received, will likely be reportable and taxable.

**11. Termination by Coach**

Coach recognizes that the promise to work for University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that University is making a highly valuable investment in Coach's employment by entering into this Agreement and that University's investment would be lost if Coach were to resign or otherwise terminate employment with University before the end of the Agreement term. If Coach terminates this Agreement before June 30, 2017, and accepts a position as Head Football Coach at another NCAA Division I institution, Coach shall pay to University \$30,000 as liquidated damages. Payment is due 60 days after the effective date of termination and interest shall accrue at the rate of 6 percent per year commencing on the 61st day after termination.

**12. Termination by University/Non-Appropriation of Funds**

- 1) If sufficient funds are not provided in future approved budgets of the University or from applicable federal, state, or other sources to permit the University in the exercise of its reasonable administrative discretion to continue this Agreement, or if the Program for which this Agreement was executed is abolished, the University may terminate this Agreement without further liability by giving Coach not less than 30 days prior notice.
- 2) The University may terminate this Agreement for just cause, upon written notice and after providing Coach with an opportunity for a hearing before the Director of Athletics, at any time prior to its expiration.
  - a) Grounds for "just cause" include, but are not limited to, the occurrence of any of the following:
    - i) A finding by the NCAA, the Big Sky Conference, or the University, of one or

Eastern Washington

Aaron Best  
Feb 06, 2017 - Dec 31, 2021

Add Note Add to Favorites

the Director.

8. **Termination for Convenience:** Employee may be terminated for convenience without cause at the discretion of the Director, with approval of the President, by written notice to the Employee, accompanied by the payment of six months' current salary as liquidated damages, subject to withholding and OASI contributions. Accordingly, the parties agree that if the University makes the payment set forth in this provision, University shall have no further liability to the Employee.
9. **Breach by Employee:** In the event Employee breaches this contract by leaving employment prior to the end date of the contract to coach at another NCAA institution, or to coach at any level of professional athletics, Employee shall pay to University lieu of all other legal remedies liquidated damages a sum equal to \$50,000. The parties acknowledge that the University will incur administrative, recruiting and resettlement costs and loss of ticket revenues which damages are difficult to determine with certainty. Accordingly, the parties agree that if the Employee makes the payment set forth in this provision, Employee shall have no further liability to the University.
10. **Suspension.** The Director shall have the authority to order the suspension of Employee from his/her duties provided that notice of any such suspension shall be delivered to Employee in writing, detailing the reasons for the suspension and setting forth a reasonable time within which the Employee may respond.
11. **NCAA Violations.** Without limitation upon any right or remedy of the institution in the event Employee breaches this contract, it is specifically agreed that if the Employee is found to be in violation of NCAA rules and regulations, the Employee shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedure. If the Employee is found to have been involved in conduct which violates NCAA and/or Conference rules and regulations which include a Level I violation (a Severe Breach) and/or a Level II violation (a Significant Breach) for conduct which occurs beginning October 30, 2012 and/or for a Major Violation for

UC Davis

Dan Hawkins  
Dec 01, 2016 - Nov 30, 2021

Add Note Add to Favorites

parties agree to this liquidated damages provision, subject to mitigation, as a fair measure of Appointee's losses and not as a penalty.

iv. Waiver of Claims. Appointee's right to payment under this Subsection 7(d) is subject to the express agreement that Appointee shall bring no claim, action, or lawsuit of any kind against the University or its employees or agents which arises out of, or is in any way related to, Appointee's employment under this Contract or the termination of Appointee's employment under this Subsection 7(d) (except for a claim for enforcement of Appointee's right to the payments set forth herein). In the event that Appointee brings a claim in violation of this provision, all obligations of the University hereunder shall cease, and Appointee shall repay forthwith and in full any and all post-termination payments received by Appointee from the University pursuant to this Subsection 7(d).

v. UC Davis Employment. Appointee shall retain his part-time Lecturer appointment after any termination without cause under this section 7(d), and if Appointee requests, the University will assist Appointee in good faith in seeking a full-time position on the UC Davis campus (including with the UC Davis Football team if Appointee desires).

c. Appointee Resignation. Appointee retains the unilateral right to resign his employment. In the event Appointee resigns his employment to accept another head coach position at an institution that is part of a Football Bowl Subdivision conference, an FBS "independent" (e.g., Brigham Young or Notre Dame), or an institution in the Big Sky Conference before the natural expiration of this Contract in 2021 (i.e., before the football season ends in the final year of the Contract), he shall pay a total of \$150,000 to the University as the University's sole remedy and compensation for the resignation of his employment. Such payment may be made by the Appointee or his subsequent employer, and it shall be paid within 90 days of Appointee's resignation. For a period of one year

[00123218;2]Head Football Coach Employment Contract  
Page 10 of 12

Northern Arizona

Jerome Souers  
Jan 01, 2014 - Jan 31, 2018

Add Note Add to Favorites

The parties have bargained for this liquidated damages provision, giving consideration to the fact that this is a contract for personal services. The parties recognize that a termination of this contract by the University prior to its natural expiration may cause Coach Souers to lose certain salary, benefits, supplemental compensation or outside compensation relating to his employment at the University, which damages are difficult to determine with certainty. Accordingly, the parties agree to this liquidated damages provision as the sole and exclusive remedy Coach Souers has for termination by the University without cause.

17. Termination by Coach

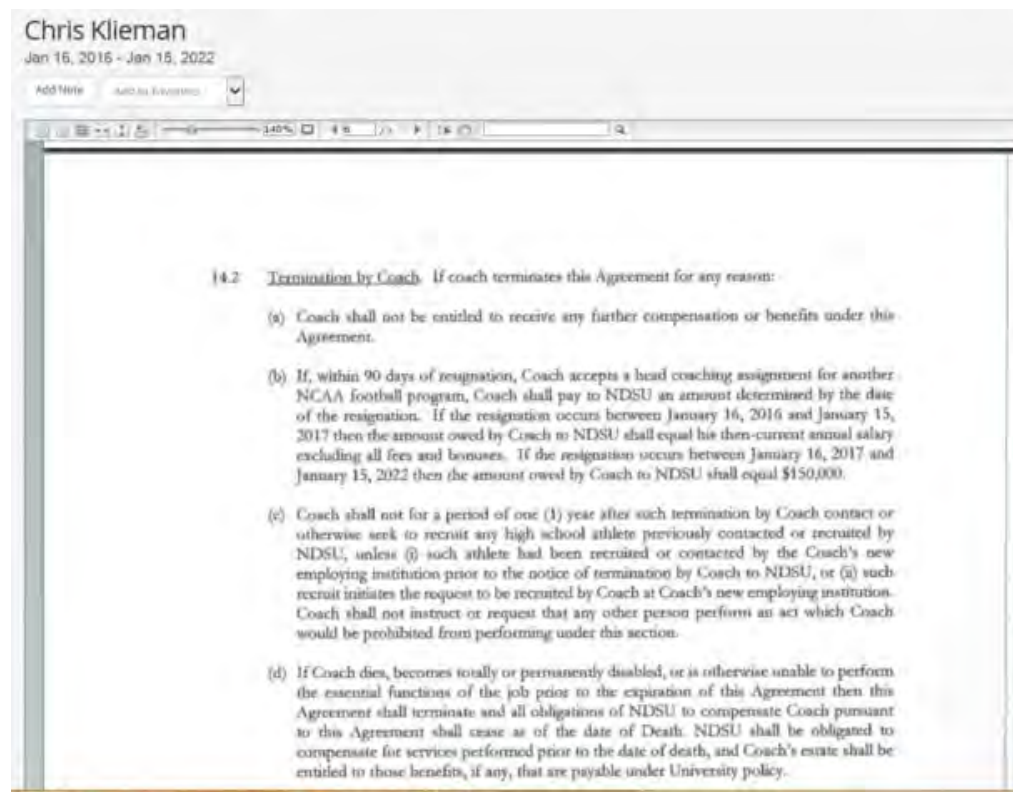
Coach Souers may terminate this contract for any reason upon written notice to the University. Termination by Coach Souers prior to the completion of this contract shall, at the discretion of the University President, obligate Coach Souers to pay the University liquidated damages in the sum of \$50,000 within thirty (30) days of termination. The parties acknowledge that the University will incur administrative, recruiting and resettlement costs in obtaining a replacement coach, which damages are

9.

difficult to determine with certainty, and accordingly agree to this liquidated damages provision. Termination by Coach Souers due to reasons other than accepting another coaching job will not be subject to the \$50,000 liquidated damages clause. Termination by Coach Souers will result in immediate nullification of the Fringe Benefits provided by the University and set forth in Exhibit A.

18. Covenant not to Compete

North Dakota State



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**IDAHO STATE BOARD OF EDUCATION**

**Athletic Director-Coach Contract Checklist**

To be Submitted by Institutions with Employment Agreements Requiring Board Approval\*

[\* Board approval is required for contracts longer than three years or for any contracts with total annual compensation of \$200,000 or higher. See Board Policy II.H.]

**Institution:** University of Idaho  
**Name of employee and position:** Paul Petrino, Head Coach, Football  
**Date of submission to State Board Office:** September 15, 2017

**Proposed effective date of employment agreement:** Upon Board Approval

- ☒ The proposed contract has been reviewed to ensure compliance with Board Policy II.H.
- ☒ The proposed contract has been reviewed by institution general counsel

**Supporting Documents (Check and attach all that apply):** [All required items need to be provided either within the agenda item cover sheet, or as attachments to the agenda item.]

- ☒ A summary of all supplemental compensation incentives
- ☒ Quantification of the maximum potential annual compensation (i.e. base salary plus maximum incentive pay)
- ☒ Employment agreement—clean version
- ☒ Employment agreement—redline version comparing contract to Board-approved model contract (model contract is available on Board website <http://boardofed.idaho.gov>)
- ☒ Employment agreement—redline version (for current coaches receiving new contracts) comparing proposed employment agreement to current agreement
- ☐ In the case of NCAA institutions, a 4-year history of the institution's Academic Progress Rate (APR) raw scores and national average APR scores for the applicable sport.
- ☐ A schedule of base salaries and incentive payments of all other same sport coaches in the institution's conference
- ☐ Documentation/description of how the institution determined the proposed liquidated damages amount(s), and a summary of publically-available liquidated damages and buyout provisions for coaches of the same sport at the other public institutions in the conference.

Notes/Comments (provide explanation of any items/boxes which were not checked or other key points for Board consideration):

Gathering data for the final three items above is underway and should be completed next week. Attachments 4, 5 & 6 (which correspond to these three items of the checklist) will then be completed and sent to the Board office. There will not need to be any change in the proposed agenda cover page.

**Point of contact at Institution (phone number, email address):**

**Kent E. Nelson, General Counsel**  
208-885-3125; [kentnelson@uidaho.edu](mailto:kentnelson@uidaho.edu)

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