

**BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 21, 2017**

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

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BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 21, 2017

IDAHO STATE UNIVERSITY

SUBJECT

Multi-year contract for Head Men's Football Coach

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University (ISU) wishes to extend a multi-year contract to Rob Phenicie as Head Men's Football Coach. Coach Phenicie assumed duties as the Head Men's Football Coach on March 31, 2017 upon the departure of former Head Men's Football Coach Michael Kramer. Coach Phenicie's ten-month contract terminates January 31, 2018. Material changes to the Model Athletics Multi-Year Contract include:

- Supplemental compensation terms for earning recognition as the Big Sky Conference Football Coach of the Year (see Section 3.2.5)
- Supplemental compensation terms for attaining a certain number of regular season wins (see Section 3.2.6)
- Supplemental compensation terms for advancing in the NCAA Football Championship Subdivision post-season playoffs (see Section 3.2.7)
- Revisions to the liquidated damages for termination for convenience by the Coach (see Section 5.3.3)

IMPACT

The annual base salary of \$165,006.40 will be paid from appropriated funds. Coach Phenicie will also be eligible to receive an increase in compensation each fiscal year in accordance with increases as determined by the Athletic Director and University President and approved by the Board.

In addition, Coach Phenicie has the opportunity to earn the following as supplemental compensation:

- Two week's pay of annual salary each year the team is the conference champion or co-champion (see Section 3.2.1)
- Two week's pay of annual salary each year the team competes in the NCAA Football Championship Subdivision post-season playoffs (see Section 3.2.2)
- Up to \$8,000 based on academic achievement and behavior of the team members (see Section 3.2.3)

Four Year APR Score
Score of 970-979

Incentive Pay Up To:
\$ 2,000.00

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Score of 980-989	\$ 4,000.00
Score of 990-999	\$ 6,000.00
Score of 1,000	\$ 8,000.00

- Up to \$10,000 based on ticket sales (see Section 3.2.4)

<u>Average Home Attendance</u>	<u>Incentive Pay up to:</u>
6,000-6,999	\$2,000.00
7,000-7,999	\$4,000.00
8,000-8,999	\$6,000.00
9,000-9,999	\$8,000.00
10,000+	\$10,000.00

- Two week's pay of annual salary each year Coach is recognized as the Big Sky Conference Football Coach of the Year (see Section 3.2.5)

- Up to \$10,000 for regular season wins

<u>Wins</u>	<u>Incentive Pay up to:</u>
8 wins:	\$2,000.00
9 wins:	\$4,000.00
10 wins:	\$6,000.00
11 wins:	\$8,000.00
12 wins:	\$10,000.00

- Up to \$10,000 each year the team advances in the NCAA Football Championship Subdivision post-season playoffs

Play-in	8 Teams	1 st Win	\$5,000.00
Round 2	16 Teams	2 nd Win	\$5,000.00
Round 3	8 Teams	3 rd Win	\$5,000.00
Round 4	4 Teams	4 th Win	\$8,000.00
Round 5	2 Teams	5 th Win	\$10,000.00

Possible national championship winner computation bonus total:
\$28,000.00/\$33,000.00

- Coach Phenicie has waived the right to receive supplemental pay for participating in "money games". Instead, the payment will be distributed as follows: one percent (1%) of the contractual payment will be paid in equal shares to each assistant coach if the team loses, and three percent (3%) of the contractual payment will be paid in equal shares to each assistant coach if the team wins.

Maximum potential annual compensation is \$226,006.40, excluding revenue from youth football camps.

The proposed liquidated damages are consistent with past Head Football Coach contracts and as previously approved by the Board. Liquidated damages (see

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Section 5.3.3) in the event Coach Phenicie terminates the contract for convenience are:

- If the Agreement is terminated on or before January 31, 2019, the sum of \$30,000.00
- If the Agreement is terminated between February 1, 2019 and January 31, 2020 inclusive, the sum of \$20,000.00
- If the Agreement is terminated between February 1, 2020 and January 31, 2021 inclusive, the sum of \$10,000.00

Coach Phenicie is eligible for the Courtesy Car program whereby local dealers provide courtesy vehicles for use by various coaches. The Idaho Department of Administration Risk Management Program insures the courtesy vehicles for business use, and the coach is required to provide personal, non-owned car coverage pursuant to Board policy II.F.2.b.vi.

ATTACHMENTS

Attachment 1 – Coach Contract Checklist	Page 5
Attachment 2 – Clean version—Model Athletics Multi-Year Contract	Page 7
Attachment 3 – Exhibit C (see 4.1.4)	Page 21
Attachment 4 – Redline version—Model Athletics Multi-Year Contract	Page 23
Attachment 5 – 4-year history of APR/national average APR	Page 41
Attachment 6 – Base salaries, incentives - other coaches in conference	Page 43
Attachment 7 – Liquidated damages - other coaches in conference	Page 45

STAFF COMMENTS AND RECOMMENDATIONS

The proposed three-year employment agreement for Coach Phenicie requires Board approval because the potential maximum annual compensation (when bonuses are included) is \$200,000 or more. There are incentives for the academic performance of student athletes in the program. The proposed contract and accompanying support material in the attachments conform to the requirements established in Board policy for coach and athletic director contracts.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to enter into a multi-year employment agreement with Rob Phenicie as Men's Football Head Coach, for a term expiring January 21, 2021 (or as per the terms of the contract) as presented in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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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:

Name of employee and position:

Date of submission to State Board Office:

Proposed effective date of employment agreement:

- 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):

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(MODEL ATHLETICS MULTI-YEAR CONTRACT)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University (University), and Rob Phenicie (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 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 Chief executive officer (Chief executive officer).

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 3.2.8 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three (3) years, commencing on February 1, 2018 and terminating, without further notice to Coach, on January 31, 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 the Board of Education. 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 \$165,006.40 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and Chief executive officer and approved by the University's Board of Trustees;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay of Coach's Annual Salary ($2/52 \times$ Annual Salary) during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team competes in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to two week's pay of Coach's Annual Salary ($2/52 \times$ Annual Salary) during the fiscal year in which the post-season participation is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$8,000.00 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 four year 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 as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board of Trustees as a document available to the public under the Idaho Public Records Act.

<u>Four Year APR Score</u>	<u>Incentive Pay Up To:</u>
Score of 970-979	\$ 2,000.00
Score of 980-989	\$ 4,000.00
Score of 990-999	\$ 6,000.00
Score of 1,000	\$ 8,000.00

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$10,000.00 for achieving an average attendance at home football games at the levels set forth below, and if Coach continues to be employed as University's head Football coach as of the ensuing July 1st. Average attendance numbers shall be determined and announced by the University Ticket Office. The University shall determine the appropriate manner in which it shall pay any such supplemental compensation.

<u>Average Home Attendance</u>	<u>Incentive Pay up to:</u>
6,000-6,999	\$2,000.00
7,000-7,999	\$4,000.00
8,000-8,999	\$6,000.00
9,000-9,999	\$8,000.00
10,000+	\$10,000.00

3.2.5 Each year the Coach earns recognition as the Big Sky Conference Football Coach of the Year, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay of Coach's Annual Salary (2/52 x Annual Salary) during the fiscal year in which the Big Sky Conference Football Coach of the Year recognition is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Each year the Coach shall be eligible to receive supplemental compensation for achieving a predetermined number of regular season wins, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to the following:

<u>Wins</u>	<u>Incentive Pay up to:</u>
8 wins:	\$2,000.00
9 wins:	\$4,000.00
10 wins:	\$6,000.00

11 wins:	\$8,000.00
12 wins:	\$10,000.00

The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year the men's football team advances in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

Play-in	8 Teams	1 st Win	\$5,000.00
Round 2	16 Teams	2 nd Win	\$5,000.00
Round 3	8 Teams	3 rd Win	\$5,000.00
Round 4	4 Teams	4 th Win	\$8,000.00
Round 5	2 Teams	5 th Win	\$10,000.00

Possible national championship winner computation bonus total: \$28,000.00/\$33,000.00

3.2.8 Coach shall not be eligible to receive supplemental compensation based on the Team's participation in "money games", where another team pays Team to play at the other team's location. In consideration of Coach's waiver of such supplemental compensation, University agrees that supplemental compensation may be paid to assistant football coaches as follows: Each year, assistant football coaches shall be eligible to receive, in equal shares, supplemental compensation if Coach and assistant coaches continue to be employed as coaches as of the ensuing July 1st. The amount of supplemental compensation for each money game that will be divided equally among assistant coaches is: (a) one percent (1%) of the contractual payment received by the University if the Team loses (payment x one percent/number of assistant coaches), or (b) three percent (3%) of the contractual payment received by the University if the Team wins (payment x three percent/number of assistant coaches).

3.2.9 **(SUMMER CAMP—OPERATED BY UNIVERSITY)** 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 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 summer football camps, the University shall pay Coach any net revenues per year as supplemental compensation during each year of his employment as head football coach at the University. This amount shall be paid within thirty (30) days after all camp bills have been paid.

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

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's governing board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit C. The applicable laws, policies, rules, and regulations include: (a) State Board of Education and Board of Regents of the University of Idaho Governing Policies and Procedures and Rule Manual; (b) University's governing policies and procedures; (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 Chief executive officer, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the Chief executive officer.

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

or the policies, rules, and regulations of the University, the University's governing board, the conference, or the NCAA.

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

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

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the University's governing board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or 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, as liquidated damages and not a penalty, the salary set forth in section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first, provided however, in the event Coach obtains other 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 employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue his health insurance plan and group life insurance as if he remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of 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 been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by

Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

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, the following sum: (a) if the Agreement is terminated on or before January 31, 2019, the sum of \$30,000.00; (b) if the Agreement is terminated between February 1, 2019 and January 31, 2020 inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between February 1, 2020 and January 31, 2021 inclusive, the sum of \$10,000.00. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

5.3.5 Except as 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.

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

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's Board of Trustees and

executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the University's Board of Trustees, the Chief executive officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Courtesy Car program), material, and articles of information, including, without limitation, keys, credit cards, 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
 Jeffrey K. Tingey
 921 So. 8th Ave. Stop 8173
 Pocatello, ID 83209-8173

with a copy to: President Arthur C. Vailas
 921 So. 8th Ave. Stop 8310
 Pocatello, ID 83209-8310

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

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

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

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

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

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

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

IDAHO STATE UNIVERSITY

COACH ROB PHENICIE

Arthur C. Vailas

Date

Rob Phenicie

Date

*Approved by the Board of Trustees on the ____ day of _____, 2017.

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

Exhibit C
(per Section 4.1.4 of Model Athletics Multi-Year Contract)

Positions Managed by Head Football Coach

1. Director of Football Operations
2. Offensive Coordinator/QB Coach
3. Defensive Coordinator/Safeties
4. Associate Head Coach/Linebackers
5. Defensive Line Coach
6. Assistant Head Coach/Running Backs/Special Teams
7. Assistant Coach/OL
8. Assistant Coach/CB
9. Offensive Assistant Coach/Academic Liaison
10. Defensive Assistant
11. Graduate Assistant
12. Director of Equipment Operations

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(MODEL ATHLETICS MULTI-YEAR CONTRACT)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Idaho State University _____ (University _____ (College)), and Rob Phenicie _____ (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 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).

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 3.2.8 (Depending on supplemental pay provisions used) shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of three _____ (-3-) years, commencing on February 1, 2018 _____ and terminating, without further notice to Coach, on January 31, 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 Board of Education. 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 \$165,006.40 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)~~;
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees; 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 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 football ~~(Sport)~~ coach as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to two week's pay ~~(amount or computation)~~ of Coach's Annual Salary ($2/52 \times$ Annual Salary) during the fiscal year in which the championship ~~and (bowl or other post-season) 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 competes in the NCAA Football Championship Subdivision post-season playoffs ~~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) football coach as of the ensuing July 1st, the University ~~(College)~~ shall pay Coach supplemental compensation in an amount equal to ~~(amount or computation)~~

~~two week's pay~~ of Coach's Annual Salary (~~2/52 x Annual Salary~~)~~in effect on the date of the final poll during the fiscal year in which the post-season participation is achieved.~~ The ~~University (College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~(amount or computation)~~\$8,000.00 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 ~~four year~~ 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. 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.

<u>Four Year APR Score</u>	<u>Incentive Pay Up To:</u>
<u>Score of 970-979</u>	<u>\$ 2,000.00</u>
<u>Score of 980-989</u>	<u>\$ 4,000.00</u>
<u>Score of 990-999</u>	<u>\$ 6,000.00</u>
<u>Score of 1,000</u>	<u>\$ 8,000.00</u>

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~—(amount or computation)—~~\$10,000.00 ~~for achieving an average attendance at home football games at the levels set forth below, and if Coach continues to be employed as University's head Football coach as of the ensuing July 1st. Average attendance numbers shall be determined and announced by the University Ticket Office. The University shall determine the appropriate manner in which it shall pay any such supplemental compensation.~~~~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.~~

<u>Average Home Attendance</u>	<u>Incentive Pay up to:</u>
<u>6,000-6,999</u>	<u>\$2,000.00</u>
<u>7,000-7,999</u>	<u>\$4,000.00</u>
<u>8,000-8,999</u>	<u>\$6,000.00</u>
<u>9,000-9,999</u>	<u>\$8,000.00</u>

10,000+ \$10,000.00

3.2.5 Each year the Coach earns recognition as the Big Sky Conference Football Coach of the Year, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two week's pay of Coach's Annual Salary (2/52 x Annual Salary) during the fiscal year in which the Big Sky Conference Football Coach of the Year recognition is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Each year the Coach shall be eligible to receive supplemental compensation for achieving a predetermined number of regular season wins, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to the following:

<u>Wins</u>	<u>Incentive Pay up to:</u>
<u>8 wins:</u>	<u>\$2,000.00</u>
<u>9 wins:</u>	<u>\$4,000.00</u>
<u>10 wins:</u>	<u>\$6,000.00</u>
<u>11 wins:</u>	<u>\$8,000.00</u>
<u>12 wins:</u>	<u>\$10,000.00</u>

The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year the men's football team advances in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

<u>Play-in</u>	<u>8 Teams</u>	<u>1st Win</u>	<u>\$5,000.00</u>
<u>Round 2</u>	<u>16 Teams</u>	<u>2nd Win</u>	<u>\$5,000.00</u>
<u>Round 3</u>	<u>8 Teams</u>	<u>3rd Win</u>	<u>\$5,000.00</u>
<u>Round 4</u>	<u>4 Teams</u>	<u>4th Win</u>	<u>\$8,000.00</u>
<u>Round 5</u>	<u>2 Teams</u>	<u>5th Win</u>	<u>\$10,000.00</u>

Possible national championship winner computation bonus total: \$28,000.00/\$33,000.00

3.2.8 The Coach shall receive the sum of ~~(amount or computation)~~ 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'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) _____. Agreements requiring the Coach to participate in Programs related to his duties as an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by the Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide his services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)'s designated media outlets. Coach shall not be eligible to receive supplemental compensation based on the Team's participation in "money games", where another team pays Team to play at the other team's location. In consideration of Coach's waiver of such supplemental compensation, University agrees that supplemental compensation may be paid to assistant football coaches as follows: Each year, assistant football coaches shall be eligible to receive, in equal shares, supplemental compensation if Coach and assistant coaches continue to be employed as coaches as of the ensuing July 1st. The amount of supplemental compensation for each money game that will be divided equally among assistant coaches is: (a) one percent (1%) of the contractual payment received by the University if the Team loses (payment x one percent/number of assistant coaches), or (b) three percent (3%) of the contractual payment received by the University if the Team wins (payment x three percent/number of assistant coaches).~~

3.2.96 (SUMMER CAMP—OPERATED BY UNIVERSITY—(COLLEGE))

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 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 football camps, ~~the University (College) shall pay Coach (amount) any net revenues~~ per year as supplemental compensation during each year of his employment as head (Sport) football coach at the University (College). This amount shall be paid ~~(terms of payment) _____~~ within thirty (30) days after all camp bills have been paid.

~~(SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth (Sport) camp at the University (College) under the following 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) 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) for all campus goods and services required by the camp.~~
- f) ~~The Coach or private enterprise pays for use of University (College) facilities including the _____.~~
- 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) 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.~~

3.2.107 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)—Adidas~~ 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)—Adidas~~ product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~—(Company Name)—Adidas~~, or give a lecture at an event sponsored in whole or in part by ~~—(Company Name)—Adidas~~, 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)—football~~ coach. In order to avoid entering into an agreement with a competitor of ~~—(Company Name)—Adidas~~, 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 NIAA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~Adidas—(Company Name)~~, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 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 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 Handbook governing policies and procedures; (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, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach may not use the University (College)'s

name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the Chief executive officer.

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 for all athletically related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits to the University (College)'s Chief executive officer 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). 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 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 rules and regulations.

5.1.1 In addition to the definitions contained in applicable rules and regulations, University (College) and Coach hereby specifically agree that the following

shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or major violation of Coach's duties under this agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this agreement within 30 days after written notice from the University ~~(College)~~;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the University ~~(College)~~'s governing board, the conference or the NCAA ~~(NAIA)~~, including but not limited to any such violation which 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 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 employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation 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 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 been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Coach may lose certain benefits, supplemental compensation, or outside compensation relating to 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 by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University ~~(College)~~. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If the Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If the Coach terminates this Agreement for his convenience he shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, the following sum: (a) if the Agreement is terminated on or before January 31, 2019, the sum of \$30,000.00; (b) if the Agreement is terminated between February 1, 2019 and January 31, 2020 inclusive, the sum of \$20,000.00; (c) if the Agreement is terminated between February 1, 2020 and January 31, 2021 inclusive, the sum of \$10,000.00. The liquidated

damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

5.3.5 Except as 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.

5.4 Termination due to Disability or Death of Coach.

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

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

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

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University-(College)'s

student-athletes or otherwise obstruct the University-(College)'s ability to transact business or operate its intercollegiate athletics program.

5.6 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 suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University-(College) from compliance with the notice, appeal, and similar employment-related rights provide for in the State Board of Education Governing Policies and Procedures, IDAPA 08.01.01 et seq., and the University (College) Faculty Staff Handbook governing policies and procedures.

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, 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 -----Courtesy Car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University-(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: Director of Athletics

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

with a copy to: ~~Chief executive officer~~ President Arthur C. Vailas
_____ 921 So. 8th Ave. Stop 8310
_____ Pocatello, ID 83209-8310

the Coach: Rob Phenicie
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. 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.

IDAHO STATE UNIVERSITY ~~(COLLEGE)~~
COACH

COACH ROB PHENICIE

Chief executive officer
Arthur C. Vailas

_____ Date

Rob Phenicie

_____ Date

*Approved by the Board of ~~(Regents or Trustees)~~ on the ____ day of _____,
20179.

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

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Year(s)	ISU	**FCS Ave.
2009-13	942	947
2010-14	962	952
2011-15	978	954
2012-16	965	957

**FCS = Football Championship Subdivision national average

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 21, 2017**

ATTACHMENT 6

School	Position	Unit	Base Salary	Full/Part	Length of Contract	Years of Service	Extra benefits	Raises/Bonuses/ Incentives/Renewals
EWU	Head Coach	Football	240,000	Full Time	1	9	Courtesy Car	Raises undetermined; APR, BSC, post-season, attendance; renewal 1/1
UM	Head Coach	Football	\$178,500	Full Time	3 yr	2	Monthly car stipend; golf membership	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
MSU	Head Coach	Football	180,000	Full Time	3 years	<1	Phone, Car, Country Club	2% Regents increase; \$70,000 Media; \$25,000 Booster/Fundraising activities
UND	Head Coach	Football	163,909	Full Time	3 years	3	Vehicle	Bonus incentives/ Renewal January 1; July 1 raise
NAU	Head Coach	Football	\$185,000	Full Time	4	19	Car; Tickets; cell phone stipend	Academic and Team Performance
UNC	Head Coach	Football	\$150,000	Full Time	5	7	Car, Country Club	\$20,000
PSU	Head Coach	Football	190,008	Full Time	Annual	3		APP, Media, NCAA Play
SAC	Head Coach	Football	\$182,040	Full Time	3	3	car	

**BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 21, 2017**

ATTACHMENT 6

School	Position	Unit	Base Salary	Full/Part	Length of Contract	Years of Service	Extra benefits	Raises/Bonuses/ Incentives/Renewals
SUU	Head Coach	Football	\$146,000	Full Time		<1	car	APR; # of wins; conf. titles; playoffs.
WSU	Head Coach	Football	\$155,116	Full Time	5 years	2.5	Country Club Membership, Courtesy Car, Cell Phone Stipend	\$75,000
UI	Head Coach	Football	191,214	Full Time	*	*	*	*
UCD	Head Coach	Football	281,900	Full Time	*	*	*	*
CPU	Head Coach	Football	\$246,060	Full Time	*	*	*	*
*Not reported in the Big Sky Personnel Survey								

Liquidated Damages

<u>Institution</u>	<u>Termination by University</u>	<u>Termination by Coach</u>
California Davis (5 yr)	4 yrs left = 100% of remaining salary 3 yrs left = 50% of remaining salary 2 yrs left = 25% of remaining salary	\$150,000
Cal Poly (4.5 yr)	?	
Eastern Washington (5yr)	6 months salary payout	\$50,000
Montana (1.5 yr)	100% of the salary remaining	100% of the salary remaining
Montana State (1.5 yr)	6 months salary payout	12 months salary
North Dakota (4 yr)	3 yrs left = 100% 1 yr salary 2 yrs left = 75% salary for up to 12 months 1 yr left = 50% salary for up to 12 months	\$100,000
Northern Arizona	3 yrs left = 50% salary for 3 yrs 2 yrs left = 50% salary for 2 yrs 1 yr left = 100% salary for 1 yr	\$50,000
Northern Colorado (3 yr)	?	

<u>Institution</u>	<u>Termination by University</u>	<u>Termination by Coach</u>
Portland State (5 yr)	4 yrs left = 36 months salary 3 yrs left = 24 months salary 2 yrs left = 12 months salary	\$30,000
Sacramento State (3 yr)	?	
Southern Utah (4.5 yr)	\$50,000	\$50,000
Weber State (5 yr)	5 yrs left = \$600,000 4 yrs left = \$490,000 3 yrs left = \$380,000 2 yrs left = \$270,000 1 yrs left = \$150,000	\$100,000
University of Idaho	?	

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 21, 2017

UNIVERSITY OF IDAHO

SUBJECT

Amendment to University of Idaho multi-year contract for Men's Basketball Team Head Coach.

REFERENCE

October 2014 Idaho State Board of Education (Board) approved multi-year contract

October 2017 Board approved multi-year contract extension

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The University of Idaho (UI) requests Regents' approval of an amendment to the contract of employment for the Men's Basketball Team Head Coach to correct an error in the document approved by the Board on October 19, 2017. The Amendment eliminates the 4% annual salary increases that were erroneously included in section 3.1.1.a of the approved contract. The UI and Coach agree that this term was included in error and was not part of the agreed upon terms. Instead, Coach is entitled to consideration for university-wide changes in employee compensation upon approval by the Director, the President, and the Board of Regents.

IMPACT

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

The proposed Amendment results in the following change in the agreed compensation:

<u>Year</u>	<u>Original Agreement</u>	<u>Amended Agreement</u>
2017-18	\$185,432.00	\$185,432.00*
2018-19	\$192,849.28	\$185,432.00*
2019-20	\$200,563.25	\$185,432.00*
2020-21	\$208,585.78	\$185,432.00*

*Subject to University-wide changes in employee compensation upon approval by the Director, the President, and the Board of Regents.

All other terms, covenants and conditions of the contract as approved remain.

BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 21, 2017

ATTACHMENTS

Attachment 1 – Amendment

Page 3

STAFF COMMENTS AND RECOMMENDATIONS

Board approval of Coach Don Verlin’s employment agreement is required because the contract duration (greater than three years) and total potential maximum compensation, including bonuses (\$200,000 or greater) exceed the thresholds in Board Policy II.H. The elimination of the erroneous automatic 4% annual increase does not negate either the duration or total compensation thresholds in this particular case.

Staff recommends approval.

BOARD ACTION

I move to approve the University of Idaho’s request to amend the multi-year employment contract for the Men’s Basketball Team Head Coach, which was approved by the Board on October 19, 2017, in substantial conformance to the Amendment form submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

This Amendment No. 1 to Employment Agreement (Amendment) is entered into by and between the University of Idaho (University), and Don Verlin (Coach).

This Amendment modified the terms of the Employment Agreement approved by the Board of Regents on the 19th day of October, 2017 and signed by University and Coach (Agreement). This Amendment corrects an error that was contained in section 3.1.1 a) of the Agreement regarding annual salary. University and Coach acknowledge that this section contained a reference to 4% increases in annual salary that was not part of the actual agreed terms.

To correct this error, Coach and University agree that section 3.1.1.a) of the Agreement shall be replaced in its entirety by the following, the same as if the following had been originally included in the Agreement:

- a) An annual salary of \$185,432 per year 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. 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.

All other terms, covenants and conditions of the Agreement continue and remain in force and effect.

UNIVERSITY

COACH

Chuck Staben, President Date

Don Verlin Date

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