

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**AUGUST 7, 2019**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Multi-year contract – Athletic Director

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.H – Coaches and Athletic Directors

**ALIGNMENT WITH STRATEGIC PLAN**

This is an administrative decision for selection of a new Athletic Director and is not a subject that is specifically addressed in the current Board Strategic Plan.

**BACKGROUND/DISCUSSION**

The University of Idaho seeks approval from the Idaho State Board of Education (Board) for a five year contract for a new Athletic Director. UI held a nationwide search using the search firm Parker Executive Search of Atlanta, Georgia. The search firm produced a broad ranging pool of qualified applicants with diverse ethnic backgrounds and genders, from which Terry Lynn Gawlik was UI's final selection. Ms. Gawlik comes from University of Wisconsin – Madison's Division of Intercollegiate Athletics, where she has been employed since 1994 and is currently the senior associate athletic director for sport administration. Ms. Gawlik serves on the department's senior staff and is responsible for the supervision of 10 sports and associated budgets, as well as six head coaches and 425 student-athletes.

**IMPACT**

The proposed contract is for approximately a five year term commencing on or around September 1, 2019 and expiring on July 31, 2024. Compensation under the proposed contract will consist of a base salary beginning at \$200,000 with the ability to participate in University-wide changes in employee compensation.

The contract contains terms for supplemental compensation in the form of a media payment and compensation based on academic and athletic achievements of the Athletic Department. A calculation of total potential annual compensation is contained in Attachment 3. Attachment 3 also includes a four-year history of NCAA Academic Progress Rate (APR) calculations for the University of Idaho and national numbers, as required by Board Policy II.H. The proposed contract includes supplemental compensation based on athlete academic performance, determined by APR scores. Attachment 4 contains a summary of known compensation for Big Sky Athletic Directors.

The contract contains liquidated damages terms in the event either party seeks to terminate the contract early for convenience. Attachment 5 summarizes the liquidated damages terms of the contract and contains summaries of clauses for other Big Sky Conference Athletic Directors, to the extent publically available.

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**ATTACHMENTS**

- Attachment 1 – Proposed contract
- Attachment 2 – Redline comparison to Board template
- Attachment 3 – Summary of supplemental compensation and total potential annual compensation and APR calculations
- Attachment 4 – Summary of known compensation for Big Sky Athletic Directors
- Attachment 5 – Summary of liquidated damages terms and summary of similar terms for other Big Sky Athletic Directors

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed contract is a new five-year contract for an athletic director at the University of Idaho. As the University of Idaho participates in the Big Sky athletic conference, comparisons of base salaries and incentives are to other athletic directors in the same conference. The base salary of the proposed contract for Ms. Gawlik (\$200,000) would rank the University of Idaho 4<sup>th</sup> out of 11 athletic directors in the Big Sky Conference. The maximum value of the contract (\$255,000) would rank UI 2<sup>nd</sup> out of 11.

The liquidated damages portion of the contract contain changes to the Board-approved template. The University of Idaho has negotiated liquidated damages equal to one-half of the remaining base salary of the contract, regardless of whether the termination for convenience is initiated by the university or the director.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to enter into a multi-year contract with Terry Lynn Gawlik for the position of Director of Athletics commencing on September 1, 2019 and expiring on July 31, 2024, in substantial conformance to the proposed contract submitted to the Board as Attachment 1.

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

**EMPLOYMENT AGREEMENT**  
**Director of Athletics – University of Idaho**

This Employment Agreement (Agreement) is entered into by and between \_The University of Idaho (University), and Terry Lynn Gawlik (Director).

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Director as the Director of its intercollegiate athletics program (Program). Director represents and warrants that Director is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Director shall report and be responsible directly to the University's Chief Executive Officer (Chief Executive Officer) or the Chief Executive Officer's designee. Director shall abide by the reasonable instructions of the Chief Executive Officer or designee and shall confer with the Chief Executive Officer or designee on all administrative and technical matters. .

1.3. Duties. Director shall manage and supervise the Program and shall perform such other duties in the University's athletic program as the Chief Executive Officer may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Director to duties at the University other than as Director of the Program, provided that Director'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 3.2.3 shall cease.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of approximately (5) five years, commencing on or about September 1, 2019 and terminating, without further notice to Director, on July 31, 2024 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 Director, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education and Board of Regents of the University of Idaho (Board). This Agreement in no way grants to Director a claim to tenure in employment, nor shall Director'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 Director's services and satisfactory performance of this Agreement, the University shall provide to Director:

- a) An annual salary of \$200,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Chief Executive Officer and approved by the Board;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Director qualifies for such benefits by meeting all applicable eligibility; 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. Director hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Director understands and agrees that financial conditions may require the Chief Executive Officer, in the Chief Executive Officer's discretion, to institute furloughs or to take such other actions consistent with Board policy as the Chief Executive Officer may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Director may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation

3.2.1. Team Athletic Performance. Each year Director shall be eligible to receive supplemental compensation in an amount up to, but not exceeding in total \$20,000 based on the athletic achievement of Department athletic teams and behavior of all student athletes in the Program as follows:

- a) For the first academic year of this Agreement (AY 2019-20) Director shall be eligible to receive supplemental compensation in the amount of \$10,000 if:
  - i) Three (3) or more Department athletic teams each achieve one or more of the following
    - 1) Team conference championship (including co-champion),
    - 2) Appearance as a team in an NCAA, NIT or WNIT championship tournament, or

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- 3) A ranking as a team in the top 25 poll of any published national final poll, and
    - ii) Director continues to be employed as University's Athletic Director as of the ensuing July 1<sup>st</sup>.
- b) For the first academic year of this Agreement Director shall be eligible to receive an additional amount of up to \$10,000 based on the athletic achievement and behavior of all student athletes in the Program if:
  - i) the Chief Executive Officer determines that overall athletic performance of the Department in the first academic year was outstanding as the result of Director's leadership (such determination shall be in the sole discretion of the Chief Executive Officer), and
  - ii) Director continues to be employed as University's Athletic Director as of the ensuing July 1<sup>st</sup>.
- c) Director and the Chief Executive Officer intend to meet upon the conclusion of the first academic year of this agreement and discuss alternative criteria for Director's eligibility for the supplemental compensation under this section 3.2.1 for years following the first academic year. This discussion is intended to take into account what each has learned and observed over the first academic year, as well as the goal of having tiered supplemental compensation payments which begin with rewarding hard work and good performance and continue on with upper tiers rewarding more aspirational achievements of Director and the Department. Any agreement for alternative criteria shall be documented in a written addendum to this agreement signed by both parties and reported to the Board. In the event Director and the Chief Executive Officer do not reach an agreement as to alternative criteria, the criteria set forth in a) and b) of this section 3.2.1 shall continue to apply to subsequent academic years

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

**3.2.2 Athlete Academic Performance.** Each year Director shall be eligible to receive supplemental compensation in an amount up to, but not exceeding in total, \$20,000 based on the academic achievement and behavior of all student athletes in the Program as follows:

- a) For the first academic year of this Agreement (AY 2019-20) Director shall be eligible to receive supplemental compensation in the amount of \$10,000 if:
  - i) the annual departmental average National Collegiate Athletic Association ("NCAA") Academic Progress Rate ("APR") for the 2019-20 academic year exceeds 950,

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- ii) no individual team fails to meet the NCAA postseason standard, and
  - iii) Director continues to be employed as University's Athletic Director at the time the Academic Progress Rate Institutional Report is released by the NCAA.
- b) For the first academic year of this Agreement Director shall be eligible to receive an additional amount of up to \$10,000 based on the academic achievement and behavior of all student athletes in the Program if:
  - i) the Chief Executive Officer determines that overall academic performance of the Department in the first academic year was outstanding as the result of Director's leadership (such determination shall be in the sole discretion of the Chief Executive Officer), and
  - ii) Director continues to be employed as University's Athletic Director as of the ensuing July 1<sup>st</sup>.
- c) Director and the Chief Executive Officer intend to meet upon the conclusion of the first academic year of this agreement and discuss alternative criteria for Director's eligibility for the supplemental compensation under this section 3.2.2 for years following the first academic year. This discussion is intended to take into account what each has learned and observed over the first academic year, as well as the goal of having tiered supplemental compensation payments which begin with rewarding hard work and good performance and continue on with upper tiers rewarding more aspirational achievements of Director and the Department. Any agreement for alternative criteria shall be documented in a written addendum to this agreement signed by both parties and reported to the Board. In the event Director and the Chief Executive Officer do not reach an agreement as to alternative criteria, the criteria set forth in a) and b) of this section 3.2.2 shall continue to apply to subsequent academic years.

Any such supplemental compensation paid to Director 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 as a document available to the public under the Idaho Public Records Act.

3.2.3 Director shall receive the sum of \$15,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Director's right to receive such a payment shall vest on January 1 of each fiscal year of this Agreement and is expressly contingent on Director's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. This sum shall be paid in two equal installments in January and July of each year.

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

3.4 General Conditions of Compensation. All compensation provided by the University to Director is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Director participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Director, 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. Director's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Director, in addition to the obligations set forth elsewhere in this Agreement, shall:

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

4.1.2. Develop and implement programs and procedures with respect to the management and operation of the Department and the management, performance, evaluation, recruitment, and training of Department personnel;;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and work with Department personnel to encourage Program

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participants 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 with the policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Director's assistant and associate Directors, any other employees for whom Director is administratively responsible, and the participants in the Program know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Chief Executive Officer and to the Department's Director of Compliance if Director 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. Director shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's (Faculty-Staff) Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Big Sky Conference and any other conference of which the University is a member.

4.2 Outside Activities. Director shall not undertake any business, professional or personal activities, or pursuits that would prevent Director from devoting Director's full time and best efforts to the performance of Director'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, Director may, with the prior written approval of the Chief Executive Officer or designee, enter into separate arrangements for outside activities and endorsements which are consistent with Director's obligations under this Agreement. Director 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, Director 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 Director 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 Board, the conference, or the NCAA .



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4.4 Hiring Authority. Director shall have the responsibility and the sole authority to recommend to the Chief Executive Officer or designee the hiring and termination of Department personnel, but the decision to hire or terminate shall be made by the Chief Executive Officer or designee and shall, when necessary or appropriate, be subject to the approval of the Board.

4.5 Scheduling. Director shall be responsible for the scheduling of athletic games and events but shall consult with the Chief Executive Officer or designee as the Chief Executive Officer requests.

4.6 Other Opportunities. Director shall not, under any circumstances, interview for, negotiate for, or accept employment as a Director 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 Chief Executive Officer. Such approval shall not unreasonably be withheld.

4.7 Disclosure of Serious Misconduct. Director warrants that prior to signing this Agreement, Director has disclosed and will continue to disclose if Director has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Director was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

4.8 Media Obligations. Director must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring Director to participate in Programs related to Director's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Director. Director agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Director's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Director nor any assistant Directors shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a Director'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, Director shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

**ARTICLE 5**

5.1 Termination of Director for Cause. The University may, in its discretion, suspend Director from some or all of Director's duties, temporarily or permanently, and

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with or without pay; reassign Director 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 Director 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 Director's duties under this Agreement or the refusal or unwillingness of Director to perform such duties in good faith and to the best of Director's abilities;
- b) The failure of Director 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 Director of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Director at another NCAA member institution;
- d) Ten (10) working days' absence of Director from duty without the University's consent;
- e) Any conduct of Director 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 Director to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Director 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 Board, the conference, or the NCAA;
- h) The failure of Director to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by any Department employee, any other employee for whom Director is administratively responsible, or a Participant in the Program; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by any

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employees for whom Director is administratively responsible, or Participant in the Program if Director knew or should have known of the violation and could have prevented it by ordinary supervision.

- j) The failure of Director to disclose Serious Misconduct as required in Section 4.7 of this Agreement.

5.1.2 Suspension (other than administrative leave with pay and benefits), 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 the Director's designee shall provide Director 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. Director shall then have an opportunity to respond. After Director responds or fails to respond, University shall notify Director 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 Director, 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, Director 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 Director was employed.

## 5.2 Termination of Director 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 Director.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Director, as liquidated damages and not a penalty, one-half (1/2) of 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 Director obtains reasonably comparable employment, whichever occurs first. In the event Director obtains other employment after such termination, then the amount of compensation the University pays will be reduced to an amount such that the gross compensation paid Director as a result of such other employment when added to the gross amount paid Director by the University under this section 5.2.2 does not exceed the gross salary set forth in Section 3.1.1(a) (before deductions required by law). In addition, Director will be entitled to continue with the University health insurance plan and group life insurance as if Director remained a University employee until the term of this

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Agreement ends or until Director obtains reasonably comparable employment or any other employment providing Director with a reasonably comparable health plan and group life insurance, whichever occurs first. Director shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Director 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. Director further agrees to repay to University all compensation received from the University after the date other employment is obtained.

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 Director may lose certain benefits, supplemental compensation, or outside compensation relating to 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 Director shall constitute adequate and reasonable compensation to Director for the damages and injury suffered by Director because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Director for Convenience.

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

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

5.3.3 If Director terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Director terminates this Agreement for convenience, Director shall pay to the University, as liquidated damages and not a penalty, an amount equal to one-half (1/2) of the total salary to be paid under Section 3.1.1(a) (before deductions required by law) for the remaining term of the contract. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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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 Director, in addition to potentially increased compensation costs if Director 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 Director 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 Director. The liquidated damages are not, and shall not be construed to be, a penalty. This Section 5.3.4 shall not apply if Director terminates this Agreement because of a material breach by the University.

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

5.4 Termination due to Disability or Death of Director.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Director 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 Director, or dies.

5.4.2 If this Agreement is terminated because of Director's death, Director's salary and all other benefits shall terminate as of the last day worked, except that Director'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 Director's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because Director 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 Director, all salary and other benefits shall terminate, except that Director shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Director is entitled by virtue of employment with the University.

5.5 Interference by Director. In the event of termination, suspension, or reassignment, Director agrees that Director 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.

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5.6 No Liability. The University shall not be liable to Director 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 Director, regardless of the circumstances.

5.7 Waiver of Rights. Because Director 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 Director, or terminates this Agreement for good or adequate cause or for convenience, Director shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in Board policy, IDAPA 08.01.01 et seq., and the University (Faculty-Staff) Handbook.

**ARTICLE 6**

6.1 Board Approval This Agreement shall not be effective unless approved by the Board 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 Board, 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 policies and University's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Director by the University or developed by Director on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Director'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, Director shall immediately cause any such personal property, materials, and articles of information in Director'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.



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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. 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. This Agreement and all documents and reports Director is required to produce under this Agreement may be released and made available to the public by the University.

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. 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:                      Office of the President  
University of Idaho  
PO Box 443151  
Mosco2w, Idaho 83844-3151

with a copy to:                      Office of University Counsel  
University of Idaho  
PO Box 443158  
Mosco2w, Idaho 83844-3158

Director:                              Terry Lynn Gawlik  
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

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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. Director 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 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 the Board if required under Board Policy II.H.

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

**University****Director**

Signature: \_\_\_\_\_  
 Printed Name: C. Scott Green  
 Chief Executive Officer  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Printed Name: Terry Lynn Gawlik  
 Date: \_\_\_\_\_

Approved by the Idaho State Board of Education on the \_\_\_\_ day of August, 2019.



~~(MODEL ATHLETICS MULTI-YEAR CONTRACT) (template adopted by Idaho State Board of Education, \_\_\_\_\_, 2018)~~ **EMPLOYMENT AGREEMENT**  
Director of Athletics – University of Idaho

This Employment Agreement (Agreement) is entered into by and between (The University (College), and \_\_\_\_\_(Coach), of Idaho (University), and Terry Lynn Gawlik (Director).

## ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University (College) shall employ CoachDirector as the head-coachDirector of its intercollegiate (Sport) team (Team) (or Director of Athletics). Coach (athletics program (Program). Director) represents and warrants that CoachDirector is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach Director shall report and be responsible directly to the University (College)'s Athletic Director (Director) or the Director's Chief Executive Officer (Chief Executive Officer) or the Chief Executive Officer's designee. CoachDirector shall abide by the reasonable instructions of Director or the Director's the Chief Executive Officer or designee and shall confer with the Director or the Director's Chief Executive Officer or 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 Director shall manage and supervise the TeamProgram and shall perform such other duties in the University (College)'s athletic program as the DirectorChief Executive Officer may assign and as may be described elsewhere in this Agreement. The University (College) shall have the right, at any time, to reassign CoachDirector to duties at the University (College) other than as head-coachDirector of the TeamProgram, provided that CoachDirector's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Sections 3.2.1 through (depending on supplemental pay provisions used) 3.2.3 shall cease.

## ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of (approximately (5) five years, commencing on or about September 1, 2019 and terminating, without further notice to CoachDirector, on July 31, 2024 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 CoachDirector, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education and Board of Regents of the University of Idaho (Board). This Agreement in no way grants to CoachDirector a claim to tenure in employment, nor shall CoachDirector'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 CoachDirector's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to CoachDirector:

- a) ~~a)~~ -An annual salary of \$200,000 \_\_\_\_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 Board;
- ~~b) b)~~ -The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, provided that CoachDirector qualifies for such benefits by meeting all applicable eligibility ~~requirements (except that in accordance with Board Policy II.H.6.b.ii, University (College) and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director);~~ and
- ~~c) 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. CoachDirector hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

CoachDirector understands and agrees that financial conditions may require the Chief Executive Officer, in the Chief Executive Officer's discretion, to institute furloughs or to take such other actions consistent with Board policy as the Chief Executive Officer may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to CoachDirector may be less than the salary stated in Section 3.1.1(a) above.

### 3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Team Athletic Performance. Each year Director shall be eligible to receive supplemental compensation in an amount up to, but not exceeding in total \$20,000 based on the athletic achievement of Department athletic teams and behavior of all student athletes in the Program as follows:

- a) For the first academic year of this Agreement (AY 2019-20) Director shall be eligible to receive supplemental compensation in the amount of \$10,000 if:
  - i) Three (3) or more Department athletic teams each achieve one or more of the following
    - 1) Team conference championship (including co-champion),
    - 2) Appearance as a team in an NCAA, NIT or WNIT championship tournament, or
    - 3) A ranking as a team in the top 25 poll of any published national final poll, and
  - ii) Director continues to be employed as University's Athletic Director as of the ensuing July 1<sup>st</sup>.
- b) For the first academic year of this Agreement Director shall be eligible to receive an additional amount of up to \$10,000 based on the athletic achievement and behavior of all student athletes in the Program if:
  - i) the Chief Executive Officer determines that overall athletic performance of the Department in the first academic year was outstanding as the result of Director's leadership (such determination shall be in the sole discretion of the Chief Executive Officer), and
  - ii) Director continues to be employed as University's Athletic Director as of the ensuing July 1<sup>st</sup>.

- c) Director and the Chief Executive Officer intend to meet upon the conclusion of the first academic year of this agreement and discuss alternative criteria for Director's eligibility for the supplemental compensation under this section 3.2.1 for years following the first academic year. This discussion is intended to take into account what each has learned and observed over the first academic year, as well as the goal of having tiered supplemental compensation payments which begin with rewarding hard work and good performance and continue on with upper tiers rewarding more aspirational achievements of Director and the Department. Any agreement for alternative criteria shall be documented in a written addendum to this agreement signed by both parties and reported to the Board. In the event Director and the Chief Executive Officer do not reach an agreement as to alternative criteria, the criteria set forth in a) and b) of this section 3.2.1 shall continue to apply to subsequent academic years

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

3.2.33.2.2 Athlete Academic Performance. Each year ~~Coach~~Director shall be eligible to receive supplemental compensation in an amount up to ~~(amount or computation)~~, but not exceeding in total, \$20,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such all student athletes in the Program as follows:

- a) For the first academic year of this Agreement (AY 2019-20) Director shall be eligible to receive supplemental compensation in the amount of \$10,000 if:
- i) the annual departmental average National Collegiate Athletic Association ("NCAA") Academic Progress Rate ("APR") for the 2019-20 academic year exceeds 950.
  - ii) no individual team fails to meet the NCAA postseason standard, and the timing of the payment(s) shall be at the
  - iii) Director continues to be employed as University's Athletic Director at the time the Academic Progress Rate Institutional Report is released by the NCAA.
- b) For the first academic year of this Agreement Director shall be eligible to receive an additional amount of up to \$10,000 based on the academic achievement and behavior of all student athletes in the Program if:
- i) the Chief Executive Officer determines that overall academic performance of the Department in the first academic year was outstanding as the result of Director's leadership (such determination shall be in the sole discretion of the Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the

~~Academic Progress Rate set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere.~~  
~~), and~~

~~ii) Director continues to be employed as University's Athletic Director as of the ensuing July 1<sup>st</sup>.~~

~~c) Director and the Chief Executive Officer intend to meet upon the conclusion of the first academic year of this agreement and discuss alternative criteria for Director's eligibility for the supplemental compensation under this section 3.2.2 for years following the first academic year. This discussion is intended to take into account what each has learned and observed over the first academic year, as well as the goal of having tiered supplemental compensation payments which begin with rewarding hard work and good performance and continue on with upper tiers rewarding more aspirational achievements of Director and the Department. Any agreement for alternative criteria shall be documented in a written addendum to this agreement signed by both parties and reported to the Board. In the event Director and the Chief Executive Officer do not reach an agreement as to alternative criteria, the criteria set forth in a) and b) of this section 3.2.2 shall continue to apply to subsequent academic years.~~

Any such supplemental compensation paid to ~~Coach~~Director 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 as a document available to the public under the Idaho Public Records Act.

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the Chief Executive Officer wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director.~~  
~~3.2.5 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).~~ 3.2.3 Director shall

receive the sum of \$15,000 from the University or the University's designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Director's right to receive such a payment shall vest on January 1 of each fiscal year of this Agreement and is expressly contingent on Director's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25. This sum shall be paid in two equal installments in January and July of each year.

### ~~3.2.6(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))~~

~~Coach agrees that the University (College) has the exclusive right to operate youth (Sport) 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 (Sport) 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 (Sport) camps, the University (College) shall pay Coach (amount) per year as supplemental compensation during each year of employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment).~~

~~(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. 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 Coach or the private enterprise selects coaches to participate;~~
- ~~d)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)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) 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 Exhibit A.~~

~~h) 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, Coach or the private enterprise shall defend and indemnify the State of Idaho, the University (College) and the Board 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 Coach or the private enterprise and not the University (College) while engaged in camp activities. 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. 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 Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

~~3.2.7~~Coach~~3.3~~ Footwear, Apparel and/or Equipment. Director 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 CoachDirector, during official practices and games and during times when CoachDirector 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. Director recognizes that the University

(College) is negotiating or has entered into an agreement with (Company Name) Nike to supply the University (College) with athletic footwear, apparel and/or equipment. Coach Director agrees that, upon the University (College)'s reasonable request, Coach Director will consult with appropriate parties concerning an (Company Name) a Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name) Nike, or give a lecture at an event sponsored in whole or in part by (Company Name) Nike, or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach Director shall retain the right to decline such appearances as Coach Director reasonably determines to conflict with or hinder Coach Director's duties and obligations as head (Sport) coach Director. In order to avoid entering into an agreement with a competitor of (Company Name), Coach Nike, Director shall submit all outside consulting agreements to the University (College) for review and approval prior to execution. Coach Director shall also report such outside income to the University (College) in accordance with NCAA (or NAIA) rules. Coach Director further agrees that Coach Director will not endorse any athletic footwear, apparel and/or equipment products, including (Company Name) Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3.4 General Conditions of Compensation. All compensation provided by the University (College) to Coach Director is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach Director participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University (College) to Coach Director, 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 Director's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach Director, in addition to the obligations set forth elsewhere in this Agreement, shall:

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

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

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University (College) and work with Department personnel to encourage



~~Team members~~Program participants 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 with the policies, rules and regulations of the University ~~(College)~~, the Board, the conference, and the NCAA ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach~~Director~~'s assistant ~~coaches and associate~~ Directors, any other employees for whom Coach~~Director~~ is administratively responsible, and the ~~members of participants in the Team~~Program know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the ~~Director~~Chief Executive Officer and to the Department's Director of Compliance if Coach~~Director~~ 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~~Director~~ 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 B.~~ The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University ~~(College)~~'s ~~(Faculty-Staff)~~ Handbook; (c) University ~~(College)~~'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport)~~ Big Sky Conference and any other conference of which the University ~~(College)~~ is a member.

4.2 Outside Activities. Coach ~~Director~~ shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach~~Director~~ from devoting Coach~~Director~~'s full time and best efforts to the performance of Coach~~Director~~'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~~Director~~ may, with the prior written approval of the ~~Director, who may consult with the~~ Chief Executive Officer ~~or designee~~, enter into separate arrangements for outside activities and endorsements which are consistent with Coach~~Director~~'s obligations under this Agreement. Coach~~Director~~ 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~~Director~~ 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~~Director~~ 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 Board, the conference, or the NCAA ~~(or NAIA)~~.

4.4 Hiring Authority. ~~Coach~~ Director shall have the responsibility and the sole authority to recommend to the ~~Director~~ Chief Executive Officer or designee the hiring and termination of ~~assistant coaches for the Team~~ Department personnel, but the decision to hire or terminate ~~an assistant coach~~ shall be made by the ~~Director~~ Chief Executive Officer or designee and shall, when necessary or appropriate, be subject to the approval of ~~Chief Executive Officer and~~ the Board.

4.5 Scheduling. ~~Coach shall consult with, and may make recommendations to, the Director or the Director's designee with respect to~~ Director shall be responsible for the scheduling of ~~Team competitions, but the final decision shall be made by the Director or the Director's~~ athletic games and events but shall consult with the Chief Executive Officer or designee as the Chief Executive Officer requests.

4.6 Other Coaching Opportunities. ~~Coach~~ Director shall not, under any circumstances, interview for, negotiate for, or accept employment as a ~~coach~~ Director 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~~ Chief Executive Officer. Such approval shall not unreasonably be withheld.

4.7 Disclosure of Serious Misconduct. ~~Coach~~ Director warrants that prior to signing this Agreement, ~~Coach~~ Director has disclosed and will continue to disclose if ~~Coach~~ Director has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where ~~Coach~~ Director was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

4.8 Media Obligations. ~~Coach~~ Director must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring ~~Coach~~ Director to participate in Programs related to ~~Coach~~ Director's 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 ~~Coach~~ Coach Director. Director agrees to cooperate with the University ~~(College)~~ in order for the Programs to be successful and agrees to provide ~~Coach~~ Director's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither ~~Coach~~ Director nor any assistant ~~coaches~~ Directors shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a ~~coach~~ Director'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, CoachDirector 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.

## ARTICLE 5

5.1 Termination of CoachDirector for Cause. The University (College) may, in its discretion, suspend CoachDirector from some or all of CoachDirector's duties, temporarily or permanently, and with or without pay; reassign CoachDirector 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 CoachDirector 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 CoachDirector's duties under this Agreement or the refusal or unwillingness of CoachDirector to perform such duties in good faith and to the best of CoachDirector's abilities;
- b) The failure of CoachDirector 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 CoachDirector of any applicable law or the policies, rules or regulations of the University (College), the Board, the conference or the NCAA (NAIA), including but not limited to any such violation which may have occurred during the employment of CoachDirector at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of CoachDirector from duty without the University (College)'s consent;
- e) Any conduct of CoachDirector 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 CoachDirector to represent the University (College) and its athletic programs positively in public and private forums;
- g) g) -The failure of CoachDirector 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 Board, the conference, or the NCAA ~~(NAIA)~~;

h) ~~h)~~ -The failure of CoachDirector to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the conference, or the NCAA ~~(NAIA)~~, ~~by one of Coach's assistant coaches, by any Department employee,~~ any other ~~employees~~employee for whom CoachDirector is administratively responsible, or a member of Participant in the TeamProgram; or

i) ~~i)~~ -A violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the conference, or the NCAA ~~(NAIA)~~, ~~by one of Coach's assistant coaches, any other~~any employees for whom CoachDirector is administratively responsible, or ~~a member of Participant in the TeamProgram~~ if CoachDirector knew or should have known of the violation and could have prevented it by ordinary supervision.

j) ~~j)~~ -The failure of CoachDirector to disclose Serious Misconduct as required in Section 4.7 of this Agreement.

5.1.2 Suspension (other than administrative leave with pay and benefits), 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 the Director's designee shall provide CoachDirector 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. CoachDirector shall then have an opportunity to respond. After CoachDirector responds or fails to respond, University ~~(College)~~ shall notify CoachDirector 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 CoachDirector, 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, CoachDirector 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 CoachDirector was employed.

5.2 Termination of CoachDirector 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~~ Director.

5.2.2 In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay ~~Coach~~ Director, as liquidated damages and not a penalty, one-half (1/2) of 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~~ Director obtains reasonably comparable employment, whichever occurs first. In the event ~~Coach~~ Director obtains other employment after such termination, then the amount of compensation the University pays will be reduced ~~by the to an~~ amount ~~of such that the gross~~ compensation paid ~~Coach~~ Director as a result of such other employment, ~~such adjusted compensation to be calculated for each University pay period by reducing when added to the gross amount paid Director by the University under this section 5.2.2 does not exceed~~ 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~~. In addition, Director will be entitled to continue with the University ~~(College)~~ health insurance plan and group life insurance as if ~~Coach~~ Director remained a University ~~(College)~~ employee until the term of this Agreement ends or until ~~Coach~~ Director obtains reasonably comparable employment or any other employment providing ~~Coach~~ Director with a reasonably comparable health plan and group life insurance, whichever occurs first. ~~Coach~~ Director shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. ~~Coach~~ Director 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~~ Director further agrees to repay to University all compensation received from the University ~~(College)~~ after the date other employment is obtained.

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 ~~Coach~~ Director may lose certain benefits, supplemental compensation, or outside compensation relating to 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~~ Director shall constitute adequate and reasonable compensation to ~~Coach~~ Director for the damages and injury suffered by ~~Coach~~ Director 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~~Director for Convenience.

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

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

5.3.3 If ~~Coach~~Director 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 ~~Coach~~Director terminates this Agreement for convenience, ~~Coach~~Director shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, ~~the following sum:~~ an amount equal to one-half (1/2) of the total salary to be paid under Section 3.1.1(a) (before deductions required by law) for the remaining term of the contract. The liquidated damages shall be due and payable within twenty~~(20)~~ (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~~Director, in addition to potentially increased compensation costs if ~~Coach~~Director 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~~Director 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~~Director. The liquidated damages are not, and shall not be construed to be, a penalty. This Section 5.3.4 shall not apply if ~~Coach~~Director terminates this Agreement because of a material breach by the University ~~(College)~~.

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

### 5.4 Termination due to Disability or Death of ~~Coach~~ Director.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if CoachDirector 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 ~~CoachDirector~~, or dies.

5.4.2 If this Agreement is terminated because of CoachDirector's death, CoachDirector's salary and all other benefits shall terminate as of the last day worked, except that CoachDirector'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 CoachDirector's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because CoachDirector 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 ~~CoachDirector~~, all salary and other benefits shall terminate, except that CoachDirector shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which CoachDirector is entitled by virtue of employment with the University ~~(College)~~.

5.5 Interference by CoachDirector. In the event of termination, suspension, or reassignment, CoachDirector agrees that CoachDirector 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 CoachDirector 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 CoachDirector, regardless of the circumstances.

5.7 Waiver of Rights. Because CoachDirector is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University ~~(College)~~ employees, if the University ~~(College)~~ suspends or reassigns CoachDirector, or terminates this Agreement for good or adequate cause or for convenience, CoachDirector 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 provided for in Board policy, IDAPA~~08.01.01~~ 08.01.01 et seq., and the University (College) (Faculty-Staff) Handbook.

## ARTICLE 6

6.1 Board Approval This Agreement shall not be effective unless approved by the Board 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 Board, 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 policies and University ~~(College)~~'s rules regarding financial exigency.

6.2 University ~~(College)~~ Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to CoachDirector by the University ~~(College)~~ or developed by CoachDirector 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 CoachDirector'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, CoachDirector shall immediately cause any such personal property, materials, and articles of information in CoachDirector'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. 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. This Agreement and all documents and reports ~~Coach~~Director is required to produce under this Agreement may be released and made available to the public by the University ~~(College)~~.

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. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University ~~(College)~~: ~~Director of Athletics~~

~~with a copy to:~~ ~~Chief Executive Officer~~Coach: ~~\_\_\_\_\_~~ Office of the  
President  
 \_\_\_\_\_ University of Idaho  
 \_\_\_\_\_ PO Box 443151  
 \_\_\_\_\_ Moscow, Idaho 83844-3151

with a copy to: Office of University Counsel  
 \_\_\_\_\_ University of Idaho  
 \_\_\_\_\_ PO Box 443158  
 \_\_\_\_\_ Moscow, Idaho 83844-3158

Director: Terry Lynn Gawlik  
 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. ~~Coach~~Director 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 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 the Board if required under Board Policy II.H.

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

**University** ~~(College)~~

**Coach** Director

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: C. Scott Green

Printed Name: Terry Lynn Gawlik

Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by the Idaho State Board of Education on the \_\_\_\_\_ day of August, ~~20~~ 2019.

~~[\*Note: Multiyear employment agreements requiring Board approval are defined Board Policy II.H.]~~

Summary of Supplemental Compensation and Total Potential Compensation  
University and National Average APR summary

Annual Incentive based on Academic Performance* (up to)	\$ 20,000.00	
Annual Incentive based on Athletic Performance (up to)	\$ 20,000.00	
Annual Media Payment: Paragraph 3.2.3	<u>\$ 15,000.00</u>	
Total Potential Supplemental Compensation (annual)		\$ 55,000.00
Annual Base Salary		<u>\$ 200,000.00</u>
Total Potential Compensation (annual)		\$ 255,000.00

University and National APR summary on following page.

		2014-15	2015-16	2016-17	2017-18
	UI Report				
1	Men's Basketball	1000	1000	923	920
2	Men's Cross Country	850	1000	1000	1000
3	Football	957	959	970	961
4	Men's Golf	930	1000	1000	1000
5	Men's Tennis	917	968	1000	958
6	Men's Track	969	977	1000	1000
7	Women's Basketball	1000	1000	981	1000
8	Women's Cross Country	1000	1000	1000	1000
9	Women's Golf	1000	1000	1000	1000
10	Women's Soccer	988	989	991	1000
11	Women's Swimming	981	992	992	1000
12	Women's Tennis	1000	1000	929	1000
13	Women's Track	1000	980	991	1000
14	Women's Volleyball	1000	938	976	1000
	Total APR scores	13592	13803	13753	13839
	Average APR (Total APR / 14 Teams)	971	986	982	989
	National Report - FCS numbers				
		2014-15	2015-16	2016-17	2017-18
1	Men's Basketball	960	961	963	963
2	Men's Cross Country	972	974	975	977
3	Football	954	958	961	961
4	Men's Golf	980	982	985	982
5	Men's Tennis	978	979	980	984
6	Men's Track	963	966	976	969
7	Women's Basketball	978	978	980	980
8	Women's Cross Country	982	983	985	984
9	Women's Golf	987	987	988	987
10	Women's Soccer	983	984	985	986
11	Women's Swimming	992	993	993	994
12	Women's Tennis	982	986	989	989
13	Women's Track	977	978	978	978
14	Women's Volleyball	982	984	986	985
	Total APR scores	13670	13693	13724	13719
	National Average APR (Total APR / 14 Teams)	976	978	980	980

Attachment 4  
Information re Big Sky Athletic Director Compensation

School	Salary	Notes
1 Sacramento State	\$ 250,000	
2 UC Davis	\$ 245,000	up to \$30k incentives
3 Weber State	\$ 205,000	
4 Northern Arizona	\$ 200,000	up to \$50K incentives
5 Montana	\$ 188,704	
6 Montana State	\$ 188,700	
7 Eastern Washington	\$ 178,566	up to \$15.5K incentives
8 Northern Colorado	\$ 173,601	
9 Idaho State	\$ 165,467	
10 Portland State	\$ 160,008	
11 Southern Utah	\$ 151,500	
12 Idaho		
13 Cal Poly		

**Attachment 5****Liquidated Damages for Termination for Convenience by Director or by University**

From discussions with Parker Executive Search, the University has selected a new method for calculation of liquidated damages in the event one party elects to terminate the contract for convenience. These terms are found in Section 5.2 for the University and Section 5.3 for the Director. The University's approach is to base the liquidated damages on the Regular Compensation amount of the contract (Section 3.1.1 a)) and have the same liquidated damage amount for each party. The amount will also depend on the amount of time left in the contract. The proposed liquidated damages will be  $\frac{1}{2}$  of the Regular Compensation to be paid for the remaining term of the contract. As an example, if either party seeks to terminate for convenience with 18 months remaining under the contract, the liquidated damage calculation will be \$150,000 ( $\$200,000 * 1.5 \div 2$ ).

If the Director chooses to terminate for convenience, payment of the liquidated damages is due within 20 days of termination, after which the amount bears interest at 8% per annum. If the University chooses to terminate for convenience the liquidated damages are paid in bi-weekly installments with payroll taxes withheld, and the Director remains on the University health benefit plan for the remaining term.

Publically available information on liquidated damages terms for other Big Sky Conference Institutions has been difficult to come by. Montana does not have a termination for convenience clause, based on a state supreme court ruling indicating such a clause may be contrary to a Montana state statute. Idaho State University requires \$20,000 of the AD desires to terminate for convenience.