

1. Agreements Longer Than Three (3) Years

The chief executive officer of an institution is authorized to enter into a contract for the services of a coach or athletic director with that institution for a term of up to three (3) years. A contract with a term (whether fixed or rolling) of more than three (3) years, or with a total annual compensation amount of \$200,000 or higher, is subject to approval by the Board as to the terms, conditions, and compensation there under, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. Contracts shall define the entire employment relationship between the Board and a coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law.

- a. Each contract for the services shall follow the general form approved by the Board as a model contract. The April 2016 Board revised and approved multiyear model contract is adopted by reference into this policy. The model contracts for employment agreements may be found on the Board's website at <http://boardofed.idaho.gov/>.
- b. All such contracts must contain a liquidated damages clause provision in favor of the institution, applicable in the event that a coach or athletic director terminates the contract for convenience, in an amount which is a reasonable approximation of damages which might be sustained if the contract is terminated.
  - i. If a head coach resigns or is terminated and there is one or more assistant coach for the same sport on a multi-year contract, the liquidated damages clause for the assistant coach(es) may be waived.
- c. Contracts submitted for Board approval shall include the following supporting documentation (either in the agenda cover page or as an attachment; and shall be accompanied by the completed "Athletics Contracts Checklist" found on the Board's website at <http://boardofed.idaho.gov/>:
  - i. A summary of all supplemental compensation incentives;
  - ii. Quantification of maximum potential annual compensation (i.e. base salary plus maximum incentive pay);
  - iii. Employment agreement (clean version), employment agreement (redline to Board-approved model contract), and for current coaches a redline of proposed employment agreement to current employment agreement;
  - iv. In the case of National Collegiate Athletic Association (NCAA) institutions, a 4-year history of the institution's Academic Progress Rate (APR) raw scores

and national average APR scores for the applicable sport;

- v. A schedule of base salaries and incentive payments of all other same sport coaches in the institution's conference; and
  - vi. Documentation on how the institution arrived at the proposed liquidated damages amount(s), and a summary of publically-available liquidated damages and buyout provisions for coaches of the same sport at all other public institutions in the conference.
- d. All contracts must be submitted for Board approval prior to the contract effective date.

## 2. Agreements For Three (3) Years Or Less

The chief executive officer of an institution is authorized to enter into a contract for the services of a coach or athletic director with that institution for a term of three (3) years or less and a total annual compensation amount less than \$200,000 without Board approval. Each contract shall follow the general form approved by the Board as a model contract. Such contract shall define the entire employment relationship between the Board and the coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law. The April 14, 2016 Board revised and approved model contract is adopted by reference into this policy. The model contracts for employment agreements may be found on the Board's website at <http://boardofed.idaho.gov/>.

## 3. Academic Incentives

Each contract for a coach or athletic director shall include incentives in the form of supplemental compensation, separate from any other incentives, based upon the academic performance of the student athletes whom the coach or athletic director supervises. Each year a coach or athletic director may be eligible to receive supplemental compensation based on achievement of the incentive. Awarding supplemental compensation shall be contingent upon achievement of one or more measures including, but not limited to, (in the case of the National Collegiate Athletic Association (NCAA) institutions), the NCAA Academic Progress Rate (APR). The Board shall approve the APR against which achievement of the incentive shall be based (in whole or in part) and the basis for computing the incentive. Information provided to the Board in determining the raw score to be used should include a 4-year history of the institution's APR raw scores and national average APR scores for that sport. Any such supplemental compensation paid to coach or athletic director shall be separately reported to the Board.

4. Part-time Coaches Excepted

The chief executive officer of an institution is authorized to hire part-time coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

5. Assistant Coaches

The chief executive officer of the institution is authorized to hire assistant coaches as provided in the policies of the institution. Applicable Board policies shall be followed.

6. Annual Leave

- a. All existing contracts and accrued leave held by coaches at the institutions on the effective date of this policy shall be grandfathered under policy Section II.F. for purposes of accruing annual leave until the coach's contract renewal.
- b. Following the effective date of this policy, the institutions shall have the authority to negotiate annual leave for all coach contract renewals and new hires using one of the two options below:
  - i. Annual leave may be earned and accrued consistent with non-classified employees as set forth in policy II.F.; or
  - ii. Pursuant to section 59-1606(3), Idaho Code, coaches do not accrue leave, but may take leave with prior written approval from the athletic director. Under this option, any accrued annual leave balance at the time of the coach's contract renewal shall be forfeited or paid off, and the new contract shall document the forfeiture or compensation of that leave.