

EXECUTIVE SUMMARY

ACTION ITEM: Approval of Multiple-year Employment Contract for Head Football Coach

ISSUE: Northern Arizona University requests approval of a multiple-year employment contract for Jerome B. Souers as the university's head football coach for the period January 1, 2006 through December 31, 2008.

BACKGROUND:

- Northern Arizona University wishes to offer a multiple-year employment contract to Jerome Souers pursuant to ABOR policy 6-1001 – 6-1003.
- Multiple year contracts are customary in Division I schools and this offer is a retention strategy with the expectation of continued good results.

TERMS

- Coach Souer's base salary will be \$93,105 per year, subject to the same salary increases as other university employees serving under the Conditions of Administrative Service, and whatever merit or market increase the President deems appropriate.
- Coach Souers is responsible for supervising, planning and coordinating the activities of the Men's Football Program. University hereby grants Coach Souers a license to operate a Men's Football Camp using University facilities beginning with the Men's Football Camp season which concludes in July, 2006, and continuing through the Men's Football Camp season which concludes in July 2008. The specific facilities and related services to be used, the fees to be paid by Coach Souers to the University for such use, if any, and any additional relevant items, shall be identified in a separate Licensing Agreement to be executed by the parties. More specifically, Coach Souers shall:
 - (a) encourage academic progress, in conjunction with the faculty and University, of student-athletes toward graduation;
 - (b) coach student-athletes, analyze their performance, and instruct them in areas of deficiency;
 - (c) recruit student-athletes of high moral character that are athletically talented and demonstrate a high level of academic success and promise for continued success for the Men's Football program who are qualified for participation;
 - (d) cooperate with Student Affairs for the benefit of student-athletes;
 - (e) maintain responsibility for administrative duties pertaining to the Men's Football program;
 - (f) supervise the conduct of assistant coaches and staff, and their activities, including but not limited to compliance with Board, University, Big Sky Conference (Conference) and National Collegiate Athletic Association (NCAA) policies and legislation, and provide annual evaluations thereof;

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- (g) uphold, comply with and enforce the NAU Athletic Code of Conduct and the mission of the Athletic Department, with emphasis on sportsmanship, and student-athletes' and employees' personal conduct at all times, and serve as a role model for all NAU student-athletes;
- (h) perform other duties as head coach, reasonably related to the improvement of the Men's Football program, as may be assigned by the President of the University (President) or Director of Intercollegiate Athletics (Director).
- Coach Souers understands that academic success is a major component of the position and that the University fully expects that attaining a high team GPA is a basic function of the position. In addition the NCAA has instituted an Academic Progress Rate with penalties for not achieving a minimum threshold. It is expected that a minimum APR of 925 should be exceeded and if the APR exceeds certain levels then such achievement should be rewarded as follows:

Compensation rate	APR rate
4% of salary	935
5% of salary	945
6% of salary	955
7% of salary	965
8.33% of salary	975

- Every effort will be made to fundraise and solicit external funds for contribution to the Northern Arizona University Foundation to assist with coaching staff retention and to assist in recognizing the staff's effort in participating in the NCAA Division I AA playoffs.
- Subject to the President's and Director written approval, Coach Souers may enter into agreements with other persons or entities to provide services not included within this contract for compensation as long as such services can be performed within the limits permitted by the Conference, NCAA, and state and federal law, except that Coach Souers may not enter agreements with the Northern Arizona University Foundation and Coach Souers may not receive compensation from third parties for advertising, sponsorship, media, speaking, appearance or fundraising services unless such compensation is expressly allowed by the terms of this Agreement.
- This contract may be terminated by the President at any time without cause. In the event of such termination University shall pay Coach Souers \$93,105 per year, or a pro rata portion thereof, for the period remaining on the contract, as liquidated damages in lieu of any and all other legal remedies or equitable relief.
- Coach may terminate this contract for any reason on written notice to University. Termination by coach prior to the completion of this contract, shall obligate Coach Souers to pay University liquidated damages in the sum of \$10,000. The parties acknowledge that the University will incur administrative, recruiting and

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resettlement costs in obtaining a replacement Coach which damages are difficult to determine with certainty, and accordingly agree to this liquidated damages provision. Termination by the coach due to reasons other than accepting another coaching job will not be subject to the \$10,000 liquidated damages clause.

- The employment contract has been reviewed by university counsel.

RECOMMENDATION

That the board authorize Northern Arizona University to enter into a multiple year employment contract with Jerome B. Souers, as proposed, for the period January 1, 2006 through December 31, 2008.