

UNIVERSITY OF IDAHO SALARY AGREEMENT - FACULTY AND NON-CLASSIFIED PERSONNEL

Akey, Robb
Men's Football
15001-Head Football Coach

Date: May 27, 2009

Base Salary: 165,796.80

TERM OF APPOINTMENT: **August 16, 2009 through May 15, 2010 (AY) or June 28, 2009 through June 26, 2010 (FY)**

Enter dates if for period **shorter** than fiscal or academic year: **FROM:** _____ **TO:** _____

This agreement must be **signed and returned by June 24, 2009**, and is subject to final approval by the President of the University or designated Provost and Executive Vice President or Vice President to make the appointment effective.

This agreement confirms the concurrence of the University and the employee regarding the compensation to be provided to the employee for services rendered during the period indicated. The terms of this agreement are subject to, and employee is responsible for compliance with, the Idaho State Board of Education and Regents of the University of Idaho Governing Policies and Procedures and Rules, as well as the University of Idaho Faculty-Staff Handbook, the University of Idaho Administrative Procedures Manual, and other University policies, as all may be amended from time-to-time without notice. As provided by the governing policies and procedures of the Idaho State Board of Education and Regents of the University of Idaho matters of duty assignments, FTE status, work hours and all similar and related work place decisions remain the prerogative of the President of the University. Accordingly, during the term of this appointment, in the exercise of the fiscal management discretion vested in the President by the State Board of Education and Regents of the University of Idaho, the University reserves the right to take actions across the entire institution or across budgetary units to adjust any of the foregoing in a manner not tantamount to termination of the contract or dismissal of the employee, including mandatory furloughs (leave without pay), in financial conditions less severe than a declared financial exigency. Thirty (30) days advance notice of scheduled furloughs will be provided by the University. The employee specifically recognizes and agrees to abide by the terms set forth in Faculty-Staff Handbook Section 5400, Employment Agreement concerning Patents and Copyrights. Employee also is subject to termination for adequate cause, as a result of a declared financial exigency or program closure, and is subject to non-renewal, all as defined in Regents policies.

Academic-year appointees are committed to fulfill duties and assignments for 1,560 hours (19.5 bi-weeks or 39 weeks -- nine-month appointments). The majority of the faculty will fulfill this assignment during the fall and spring semesters, beginning on August 16, 2009 and ending on May 15, 2010. Payroll dates for academic year employees are June 28, 2009 through June 26, 2010.

It is further agreed that any academic-year appointee who ceases to work for the University during the term of employment provided herein and has received more than a pro-rata portion of the salary to which that person is entitled must repay the University the excess payment within 30 days after the termination of his or her service. This provision is applicable to persons who resign, are discharged for cause, or are granted leave of absence without pay.

All fiscal-year employees are subject to regular assignment throughout the year. Appointment and payroll dates for fiscal year employees are June 28, 2009 through June 26, 2010. Salary will be paid in bi-weekly installments on the usual paydays of the University.

This salary agreement constitutes the entire agreement of the parties with respect to salary for the term of appointment referenced above, and there are no oral or other written agreements relative to the salary unless specifically incorporated under "Other Conditions" below. This agreement may be modified only in writing when signed by all parties and, when applicable, approved by the Regents of the University of Idaho.

Any employee of the University who has been found to have violated the rules of the National Collegiate Athletic Association (NCAA) or the relevant athletic conference shall be subject to disciplinary or corrective action in accordance with established University policies and procedures and NCAA enforcement procedures. Such action may include, for example, reprimand, suspension with or without pay, and dismissal from employment.

ACCEPTED: Robb Akey 6/19/09
Employee Date

Steve Dykhusen 6/24/09
President, Provost, or Vice President Date



University of Idaho
Department of
Athletics

Kibbie-ASUI Activity Center
PO Box 442302
Moscow ID 83844-2302
Phone: 208-885-0200
Fax: 208-885-2862
Tickets: 1-88-88-UIDAHO
www.govandals.com

Men's Basketball:
208-885-0275

Women's Basketball:
208-885-0227

Cross Country:
208-885-0210

Football:
208-885-0103

Golf:
208-885-5244

Soccer:
208-885-5047

Swimming:
208-885-0265

Tennis:
208-885-0247

Track/Field:
208-885-0251

Volleyball:
208-885-0238



To enrich education through
diversity the University of
Idaho is an equal opportunity/
affirmative action employer and
educational institution.

June 8, 2009

TO: All Athletics Coaches & Staff
FROM: Rob Spear, Director of Athletics
SUBJECT: Reporting of ACTUAL Outside Income for FY09 (July 1, 2008-
June 30, 2009)

According to your salary agreement contracts and classified salary letters for
FY09, you must report any actual outside income for 2008-09.

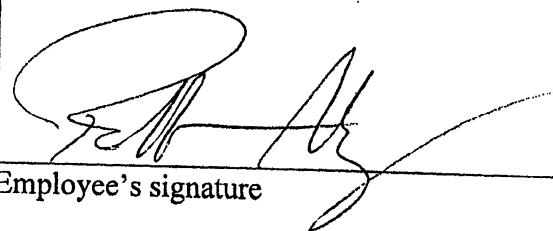
Please provide complete details below or provide a signed, separate memo
accounting for any outside income you received (including University of Idaho
camps). If you need to review what should be included, see attached from page
51 of the 2008-09 NCAA Manual, Bylaw 11.2.2.

**Please submit your signed and dated statement to Margaret Henderson no
later than June 25.** All full-time Athletics staff members must submit this
information, **even if you had no outside income.** Thank you.

Name Robb AKey
Please Print

Service/Activity	Actual \$ Income	Dates
UIOBS Royalties	\$1200	
National All Sport Clinic	\$595	Jan 09
Northwest All Sport Clinic	\$595	Feb 09
NIKE	\$5000	
COURTESY CTR		

I had NO outside income for 2008-2009.



Employee's signature

6/24/09
Date

11/1/06
Akey, Robb

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between the University of Idaho (University) and Robb Akey (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team. Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Director of Athletics (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in section 3.2.1 through 3.2.6 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment commencing on December 17, 2006, and terminating, without further notice to Coach, on December 16, 2011, unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$155,001.60 per year, payable in biweekly installments in accordance with normal University procedures. Coach will be eligible to receive University-wide changes in employee compensation approved by the Director and President;
- b) Such employee benefits as the University provides generally to non-faculty exempt employees; and
- c) Such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

3.2 Supplemental Compensation

3.2.1. Each year the Team is the conference champion or co-champion or becomes eligible for a bowl game pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary during the fiscal year in which the championship or bowl eligibility is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is ranked in the top 25 in the final ESPN/USA Today coaches poll of Division IA football teams, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, University shall pay Coach supplemental compensation in an amount equal to one-thirteenth (1/13) of Coach's Annual Salary in effect on the date of the final poll. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach is named Conference Coach of the Year, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, Coach shall receive supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.