

Board Meeting
July 24, 2008

AMEND MULTIYEAR CONTRACTS
WITH HEAD MEN'S BASKETBALL COACH, CHICAGO

Action: Approve Amendments to Employment Contract and Professional Services Agreement with Head Men's Basketball Coach, Chicago

Funding: Corporate Contracts and Restricted Funds Operating Budget of the Office of Intercollegiate Athletics

On June 13, 1996, the Board of Trustees approved an employment contract with Jimmy Collins to serve as Head Men's Basketball Coach from April 1, 1996, through March 31, 2001. On September 3, 1998, the Board approved an amendment to the employment contract executed in 1996, authorizing an additional annual compensation of \$50,000 to Coach Collins to recognize the dramatic change in his original prospectus of activities due to increased media profile and subsequent increased demands of corporate entities, the media, minority outreach, and other community activities. Additionally, this 1998 action authorized a professional services agreement with Jimmy Collins, Inc., that transferred the education, public relations, consulting, and promotional activities from the original employment contract to Jimmy Collins, Inc., effective with the beginning of the 1998 basketball season through March 31, 2001. On July 20, 2000, the Board approved a second amendment to the employment contract, extending the term of the contract executed in 1996, to March 31, 2003. This action also

extended the term of the professional services agreement with Jimmy Collins, Inc., executed in 1998, to March 31, 2003. On May 16, 2002, the Board approved a third amendment to the employment contract, extending the term of the contract executed in 1996, to March 31, 2006. This action also extended the terms of the professional services agreement with Jimmy Collins, Inc., executed in 1998, to March 31, 2006.

On July 15, 2004, the Board approved a fourth amendment to the employment contract, extending the term of the employment contract executed in 1996 to March 31, 2009. This action also extended the terms of the professional services agreement with Jimmy Collins, Inc., executed in 1998, to March 31, 2009.

Coach Collins' base salary for the current contract year (April 1, 2008 through March 31, 2009) is \$299,027. His contract also provides for an opportunity for additional compensation based on team performance. In addition, \$50,000 will be paid to Jimmy Collins, Inc., for education, public relations, consulting, and promotional activities. The amount to be paid to Coach Collins and Jimmy Collins, Inc., for the current contract year is \$349,027, plus any additional performance compensation.

The Interim Chancellor at Chicago recommends a fifth amendment to Coach Collins' employment contract to extend the term by three additional years through March 31, 2012, along with current year and future year base salary increases as follows:

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| April 1, 2008--March 31, 2009 | \$299,027 |
| April 1, 2009--March 31, 2010 | \$299,027 + merit based increase if applicable and in accordance with Article III, Paragraph 3.02. |

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|-------------------------------|---|
| April 1, 2010--March 31, 2011 | 2009-2010 salary + merit based increase if applicable and in accordance with Article III, Paragraph 3.02. |
| April 1, 2011--March 31, 2012 | 2010-2011 salary + merit based increase if applicable and in accordance with Article III, Paragraph 3.02. |

The Interim Chancellor at Chicago recommends that the fifth amendment add the following as compensation for Coach Collins to conduct basketball summer camps:

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|-------------|-----------|
| Summer 2009 | \$10,000* |
| Summer 2010 | \$10,000* |
| Summer 2011 | \$10,000* |

**[Fifty percent of any revenue remaining after payment of expenses covering all costs of conducting the camps (excluding the coach's stipend above) shall be paid to the Coach.]*

The following compensation provision remains unchanged:

- In any contract year in which the men's basketball team receives an at-large bid to the National Collegiate Athletic Association (NCAA) Tournament or receives an automatic bid to the NCAA Tournament by winning the Horizon League Championship Tournament, the Coach will receive a seven percent bonus of base salary.
- In any contract year in which annual attendance at home men's basketball games averages 4,000 paid attendees, the coach will receive a \$5,000 bonus. If annual attendance at home men's basketball games averages 8,000 paid attendees the Coach will receive an additional \$5,000 bonus.
- The Coach will receive a seven percent bonus of base salary for each game the men's basketball team wins in the NCAA Tournament in any contract year.

- In any contract year in which the men's basketball team receives an invitation and participates in the National Invitational Tournament (NIT), the Coach will receive a \$3,000 bonus.
- The Coach will receive a \$5,000 bonus for each game the men's basketball team wins in the NIT in any contract year.

The Interim Chancellor at Chicago also recommends the addition to or amendment of various paragraphs regarding duties, responsibilities, outside activities, termination, certification regarding felony convictions, and the rights of the University to claim exemptions, privileges, and immunities. These changes are recommended to make the employment agreement consistent with other head coach agreements at the Chicago campus.

In addition, the Interim Chancellor at Chicago recommends a fourth amendment to the professional services agreement with Jimmy Collins, Inc., to extend the term through March 31, 2012.

The Board action recommended in this item complies in all material respects with applicable State and federal laws, University of Illinois *Statutes*, *The General Rules Concerning University Organization and Procedure*, and Board of Trustees policies and directives.

Funds are available from corporate contracts and the restricted funds operating budget of the Office of Intercollegiate Athletics.

The President of the University concurs.