

May 23, 2014

Mr. Wayne Tinkle

RE: Letter of Offer
Head Men's Basketball Coach - Oregon State University

Dear Wayne:

This letter supersedes and replaces the Letter of Offer between the parties dated May 19, 2014.

It is with great pleasure that I offer you the position of Head Men's Basketball Coach for Oregon State University, effective May 19, 2014. The terms set forth in this letter will be incorporated into a formal employment agreement with Oregon State University for execution at the earliest possible date. Your acceptance of this offer will constitute a binding agreement between you and the University.

Your employment term and compensation as Head Men's Basketball Coach will be the following:

1. Term of Employment Agreement:

Year 1 - May 19, 2014 - June 30, 2015
Year 2 - July 1, 2015 - June 30, 2016
Year 3 - July 1, 2016 - June 30, 2017
Year 4 - July 1, 2017 - June 30, 2018
Year 5 - July 1, 2018 - June 30, 2019
Year 6 - July 1, 2019 - June 30, 2020

2. Compensation:

- Annual salary
 - Year 1 - \$800,000.00
 - Year 2 - \$900,000.00
 - Year 3 - \$1,000,000.00
 - Year 4 - \$1,100,000.00
 - Year 5 - \$1,300,000.00
 - Year 6 - \$1,500,000.00

- Annual incentive compensation for achieving athletic performance goals (cumulative within each category):

Pac-12 Conference

Pac-12 Regular Season Champion	\$100,000.00
Pac-12 Winning record, regular season, Pac-12 Conference	\$25,000.00

NCAA Tournament

NCAA Tournament participation	\$100,000.00
Each NCAA Tournament game played (per win)	\$50,000.00

National Invitational Tournament

NIT Appearance	\$15,000.00
NIT Sweet 16 Appearance	\$25,000.00
NIT Final Four Appearance	\$25,000.00
NIT Champion	\$25,000.00

Coach of the Year Honors

Pac-12 Coach of the Year Award	\$25,000.00
National Coach of the Year Award	\$50,000.00

- Annual incentive compensation for achieving academic performance goals (not cumulative):

OSU will make available the following amount for distribution to Head Coach and staff, with approval of Athletic Director:

APR greater than 960	\$40,000.00
APR of 1000	\$70,000.00

- Full standard benefits on the same terms as provided by OSU to all professional employees, with contributions and benefit amounts based on the base salary where appropriate.
- Reimbursement of household moving expenses in accordance with University policy and state law.
- Use of two vehicles provided by OSU.
- A country club membership.

2. Other terms.

- i. Oregon State University will timely pay you or the University of Montana, as agreed to between you and OSU, a lump sum of \$138,288 toward your early termination obligation under your employment agreement with the University of Montana.**
- ii. You will be expected to enter into a more detailed Employment Agreement and Notice of Appointment (“Agreement”) with OSU in substantially the form of the Attachment to this letter. The terms set forth in the Attachment are material to OSU as the employer.**
- iii. A termination without cause provision under which OSU will pay annual salary at the monthly rates set out in the Agreement for the remainder of the term of the Agreement, subject to your obligation to mitigate by securing other employment, as set forth in Section 11 of the Attachment to this Letter of Offer.**
- iv. A termination with cause provision as set forth in Section 10 of the Attachment to this Letter of Offer.**
- v. A waiver of vacation time.**
- vi. The Agreement will include a provision that you will not seek or apply for other positions without prior notice, and that if you terminate your employment with OSU you will pay OSU the following amounts, depending on the Year of termination:**

Year 1 - \$800,000.00

Year 2 - \$900,000.00

Year 3 - \$1,000,000.00

Year 4 - \$1,000,000.00

Year 5 - \$750,000.00

Year 6 - \$500,000.00

Both parties contemplate execution of an Agreement, and I trust that we will be able to mutually conclude that process within 60 calendar days of your start date. This Letter of Offer will serve as the employment contract for 60 days or until an Agreement is fully executed, whichever occurs first. Except as otherwise provided in this Letter of Offer, your appointment is subject to the administrative rules and policies of the Oregon State Board of Higher Education and Oregon


State University, which are incorporated by this reference. If, despite good faith efforts, we are not able to execute the Agreement within 60 days, we will agree to extend the term of this offer for the time necessary to conclude the process. Please indicate your acceptance of this offer by signing below.


I have every confidence that you will lead our basketball program with integrity and pride, and I look forward to welcoming you as a member of the OSU family.

Sincerely,


Bob DeCarolis
Athletic Director

I accept this offer for the position of Head Men's Basketball Coach for Oregon State University.


Wayne Tinkle


Date

Attachment: Form of Employment Agreement and Notice of Appointment for Head Coach (15 pages)

Attachment to Letter of Offer

Employment Agreement and Notice of Appointment for Head Coach

This Employment Agreement and Notice of Appointment for Head Coach (Agreement) is made between Oregon State University (University) and [Coach] (COACH). This Agreement supersedes and replaces the "Letter of Offer, Head Men's Basketball Coach – Oregon State University" between the parties dated [xx] by last signature.

1. POSITION, DUTIES AND RESPONSIBILITIES

Subject to the conditions stated in this Agreement, University employs COACH as head coach of the men's basketball team at University, and COACH agrees to and accepts the terms and conditions for employment outlined in this Agreement.

- a. COACH shall work under the immediate supervision of the Athletic Director or an Assistant or Associate Athletic Director designated by the Athletic Director. COACH shall manage and supervise the basketball team, the assistant basketball coaches and staff in a manner consistent with the promotion of the following Athletic Department standards: 1) a powerful positive image for the University and its constituents; 2) honesty, integrity and adherence to all applicable rules and sportsmanship in all facets of the operation; 3) support of the academic mission of the University and its student-athletes; 4) appropriate management of University resources, including human resources as well as fiscal and physical plant resources; and 5) a competitive program within the Pac-12 Conference. COACH shall perform all duties assigned by the Athletic Director or a designated Assistant or Associate Athletic Director. These duties include, but are not limited to, developing and executing a coaching plan that increases the skill level of the individual student athlete within the concept of the overall good of the team; developing and executing a recruiting plan that evaluates and matriculates student-athletes to the University who can be both competitive on the field and in the classroom, while adhering to norms of good citizenship; promoting the basketball program, the Athletic Department and its other programs, and the University in general, through multiple media outlets, appearances, and events; engaging in fundraising for the basketball program, Athletic Department and the University in general; developing a competitive competition schedule in cooperation with the Athletic Director; developing, managing and monitoring the basketball budget within the framework established by the Athletic Director; performing community service and engaging the staff and student-athletes in community service; overseeing and ensuring the overall academic progress, success and welfare of the student athletes; hiring, training, developing, supervising and evaluating the assistant coaches and staff assigned to the basketball program; participating in a variety of University activities appropriate to University employment, including committee service and meeting and event attendance.

- b. COACH shall observe and uphold all the academic standards, requirements, and policies of the University and shall encourage student athletes to perform to their highest academic potential. COACH shall take reasonable steps to ensure that the assistant coaches whom he supervises observe and uphold the same standards and provide the same encouragement.
- c. COACH agrees that as a condition of employment by the University COACH will not engage in, knowingly support or tolerate any action violative of any governing constitution, bylaw, rule or regulation of the Pacific 12 Conference (PAC-12) or the National Collegiate Athletic Association (NCAA); that COACH will take reasonable steps to ensure that the assistant coaches and any other employees whom he supervises comply with the above policies, rules and regulations; and that COACH will immediately advise the Athletic Director if he has reason to believe violations have occurred or will occur.
- d. COACH agrees to be bound by any University agreements with any manufacturer, seller, or vendor of athletically-related shoes, equipment, apparel and any other athletically related products, provided the terms of such agreements are reasonable and consistent with applicable industry practice.

2. TERM

COACH's employment under this Agreement is for a fixed term period beginning [xx]. The Years of this Agreement are defined as follows:

[xxx]	-June 30, 2015 –	Year 1
July 1, 2015-	June 30, 2016 –	Year 2
July 1, 2016-	June 30, 2017 –	Year 3
July 1, 2017-	June 30, 2018 –	Year 4
July 1, 2018-	June 30, 2019 –	Year 5
July 1, 2019-	June 30, 2020 –	Year 6

This Agreement is subject to the rules of the University and of the Oregon State Board of Higher Education, including all provisions that apply to fixed-term appointments, except as provided in this Agreement.

3. BASE SALARY

Except for Year 1, which is calculated for more than 13 months, the annual salary rate shall be calculated for 12 months at 1.0 FTE and shall be paid by University to Coach on a monthly basis throughout each Year:

Year 1	[\$xx]
Year 2	[\$xx]
Year 3	[\$xx]
Year 4	[\$xx]

Year 5 \$[xx]
Year 6 \$[xx]

4. MOVING EXPENSES

University will pay COACH's household moving expenses, househunting and temporary living expenses up to a total of \$[xx] in accordance with and subject to the limits of the Oregon University System Moving Expense Summary Table which is attached hereto.

5. ADDITIONAL COMPENSATION

University desires to retain the services of COACH for the full term of the Agreement and to reward him for successful performance. For those purposes, University agrees to make payments to COACH as follows:

[Athletic and academic performance incentives]

6. PAYMENT TOWARD SATISFACTION OF COACH'S CURRENT CONTRACT

University will pay [xx University] or its designee the sum of \$[xx] toward satisfaction of COACH's obligations under his current contract with [xx University].

7. DEPARTMENT FRINGE BENEFITS

- a. COACH will receive tickets to Athletic Department games in the amounts and manner provided for by Athletic Department policies.
- b. University will cover the costs for COACH's spouse to make two trips per season, selected by COACH, to regular season away competition. In the event the Team participates in post-season play, University agrees to cover the costs for COACH's spouse to travel to away games. University will also cover the costs for COACH's dependent children who are still living at home to accompany COACH to one competition site for post-season competition by COACH's Team. "Costs" includes reasonable accommodations and meals at rates set by Athletic Department policy.
- c. University will pay the cost, on COACH's behalf, for a full membership in the Corvallis Country Club. COACH shall comply with all membership rules, including responsibility for all costs he incurs beyond the membership fee.
- d. COACH may have the use of two vehicles under the University's courtesy car program, subject to the provisions in the Athletic Department Policies and Procedures Manual.

- e. COACH understands that these benefits, if received, will be reported and are likely taxable.

8. OUTSIDE EMPLOYMENT

- a. COACH agrees that as a condition of employment by the University COACH will not accept any gifts other than from immediate family, accept any employment outside the institution, seek any employment contrary to or inconsistent with existing University contracts, engage in any business transactions or commerce, participate in any coaching clinics or camps, endorse any products in any form, or appear for payment on any radio or television programs, without having first notified and secured the written approval of the Athletic Director and the President or designee. Notwithstanding anything to the contrary in University's Conflict of Commitment Policy, the Athletic Director may approve a request to engage in outside activities upon a determination that the activity will not result in a conflict of commitment to COACH's University duties. COACH shall not take any action inconsistent with University's obligations under any agreements between the University and any manufacturer, seller, or vendor of athletically-related shoes, equipment, apparel and any other athletically related products.
- b. COACH shall report to the Athletic Director by each October 15 all athletically-related income and benefits from sources outside the institution, including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs, and endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers, received in the previous 12 months. The report shall be filed with the Athletic Director by each October 15 and shall cover the period from October 1 of the previous year to September 30 of the current year. COACH's first report under this Agreement shall cover the period [xx] through September 30, 2003. Reports shall be made on forms provided by the Director of Intercollegiate Athletics. The Athletic Director shall forward reports to the President of the University and a copy shall be retained in the faculty personnel file of the COACH. This report of income is separate and distinct from the prior approval of gifts and outside income required in Subsection 9a.
- c. COACH agrees the University may use his name, image and likeness to advertise, promote and/or raise funds for the University, its intercollegiate athletic programs and its basketball programs.

9. SANCTIONS FOR CAUSE

If COACH is found to be in violation of University, Oregon State Board of Higher Education, PAC-12 or NCAA bylaw, constitutional provision, governing rule or regulation, COACH will be subject to disciplinary or corrective action as determined by the Director of Athletics, the University President or the President's designee, the PAC-12 Conference, and/or the NCAA

Committee on Infractions. Depending on the violation, COACH may be given a reprimand, assessed a fine (of a day's pay or more) or suspended (with or without pay). COACH waives any rights he may have to receive written charges or to have a hearing under OAR 580-021-0318 through -0470. COACH shall, however, be notified of the grounds for imposition of sanctions, and shall have the opportunity to present a statement of denial, explanation and/or extenuation before the sanction is finalized. COACH may also be subject to termination for cause under Section 10, by University, based on violations described in this Section 9.

10. TERMINATION FOR CAUSE

This Agreement may be terminated prior to the end of the fixed-term period for any of the causes set out in the Oregon State Board of Higher Education's Administrative Rules OAR 580-021-0325. One of the causes, as defined by the State Board Rules, is failure to perform the responsibilities of an academic staff member. For the purposes of this Agreement, such failure shall include, but not be limited to:

- a. engaging in, supporting, or knowingly tolerating any action violative of any governing constitution, bylaw, rule or regulation of the NCAA or the PAC-12 Conference, during the period of this Agreement or at any time during the two years previous to the execution of this Agreement, whether at this or another institution;
- b. failure to comply with the attached Code of Ethics of the Oregon State Board of Higher Education, which is incorporated herein by reference; and
- c. failure to carry out faithfully and diligently all duties and responsibilities as described in this Agreement.

COACH waives any rights he may have to receive written notice of non-renewal or to receive written charges or to have a hearing under OAR 580-021-0318 through -0470. COACH shall, however, be notified of the grounds for termination being considered by University and shall have an opportunity to present a statement of denial, explanation and/or extenuation before such termination is finalized.

The decision whether to terminate this Agreement for cause shall be made by the Athletic Director or the University President. In reaching a decision whether to terminate, or impose a lesser discipline under Section 9, the Athletic Director or President will take into consideration the severity of the actions(s) or omission(s) that constitute the cause for termination.

In the event University terminates this Agreement for cause prior to the end of this Agreement, all obligations of University to make further payments and/or to provide other consideration under this Agreement shall cease as of the end of the month in which such termination occurs, provided that COACH will be entitled to earned but unpaid compensation and reimbursement for previously incurred and approved expenses. University shall not be liable to COACH for any loss of collateral business opportunities or any other benefits, perquisites or income.

11. TERMINATION WITHOUT CAUSE BY UNIVERSITY

At any time after commencement of this Agreement, University may terminate this Agreement without cause by giving 15 days' written notice to COACH. The termination shall become effective no earlier than 15 days after receipt of the written notice. In the event of termination under this Section 11, University shall pay COACH as severance pay his remaining annual salary at the monthly rates set out in Section 3 of this Agreement for the remainder of the term of the Agreement and COACH is entitled to no other payments under this Agreement except COACH will be entitled to reimbursement for previously incurred and approved expenses. University shall not be liable for any other damages or loss of any collateral business opportunities or any other benefits, perquisites, or income from any source that might ensue as a result of University's termination of this Agreement without cause, including any income derived pursuant to under any other Section of this Agreement.

- a. The parties have bargained for and agreed to this severance pay provision, giving consideration to the fact that COACH may lose certain benefits, supplemental compensation or outside compensation relating to his employment at University, which damages are extremely difficult to determine with certainty, or fairly or adequately. The parties further agree that payment of such severance pay by University and acceptance thereof by COACH shall constitute adequate and reasonable compensation to COACH for damages and injury suffered because of such termination by University. The foregoing shall not be, nor be construed to be, a penalty.
- b. Notwithstanding the severance pay provisions, COACH agrees to mitigate University's severance pay obligation by making reasonable and diligent efforts to obtain employment (which includes without limitation, self-employment). After COACH obtains such new employment, University's financial obligations for severance pay under this Section 11 shall cease unless COACH's compensation in his new employment is less, when computed on a monthly basis, than the monthly obligation of University under this Section 11. In that event, the University's obligation shall be reduced on a monthly basis by an amount equivalent to the compensation COACH receives in his new employment, prorated on a monthly basis. At any time COACH no longer serves in his initial employment after leaving the University, the University obligation, if any, under this Section 11 shall cease.
- c. In the event of termination under this Section 11, COACH agrees not to apply for unemployment compensation.
- d. COACH's compensation under this Section 11 is not subject to anticipation, alienation, transfer, assignment, pledge, encumbrance, attachment or garnishment

by COACH's creditors or by a creditor of any successor, assignee or beneficiary of COACH.

12. TERMINATION BY DEATH OR DISABILITY

Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if COACH dies, or becomes totally or permanently disabled as defined by University disability insurance, the rules of the Oregon Public Employees Retirement System or within the meaning of the federal Social Security Administration regulations, so that the COACH's physical or mental incapacity is of a nature that prevents COACH from performing his duties under this Agreement. Any such termination shall not be reason for payment of any severance pay set forth in Section 11 of this Agreement.

13. TERMINATION BY COACH

- a. COACH recognizes that the promise to work for University for the entire term of this Agreement is of the essence of this Agreement. COACH also recognizes that University is making a highly valuable investment in COACH's employment by entering into this Agreement and that University's investment would be lost if COACH were to resign or otherwise terminate employment with University before the end of the Agreement term. Nonetheless, it is agreed that at any time after commencement of the Agreement, COACH may terminate this Agreement for any reason by giving 15 days' written notice to University, such termination to become effective no earlier than 15 days after receipt of such written notice.
- b. Coach is required to provide the Athletic Director with written or verbal notice prior to meeting with representatives from another entity to discuss employment opportunities that would be inconsistent with COACH acting as head basketball coach for the term of this Agreement.
- c. In the event COACH terminates this Agreement, COACH shall pay to University, as liquidated damages as follows:

If the notice of termination is effective during Year 1 - \$[xx]
If the notice of termination is effective during Year 2 - \$[xx]
If the notice of termination is effective during Year 3 - \$[xx]
If the notice of termination is effective during Year 4 - \$[xx]
If the notice of termination is effective during Year 5 - \$[xx]
If the notice of termination is effective during Year 6 - \$[xx]

Payment is due 30 days after the effective date of termination and interest shall accrue at the rate of 9 percent per year commencing the date payment is first due.

- b. The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that University will incur administrative, recruiting and resettlement costs on obtaining a replacement for COACH, in addition to potentially increased compensation costs if COACH terminates this Agreement prior to its expiration, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by COACH and 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 COACH. The foregoing shall not be, nor be construed to be, a penalty.

14. COACH'S CERTIFICATION OF NCAA/PAC-12 COMPLIANCE

COACH certifies that he has not knowingly been involved in violations of NCAA or PAC-12 Conference rules or regulations at this or any other institution in the two years immediately preceding the execution of this Agreement, and that he has not been the recipient of any disciplinary action including, but not limited to, termination or suspension from duties, by any other institution for violation of NCAA or PAC-12 Conference rules and regulations during the two years immediately preceding the execution of this Agreement.

15. SUMMER CAMP

If COACH participates in a University sponsored summer camp, payment shall be made on an overload compensation basis in accordance with Athletic Department policies.

16. TECHNOLOGY TRANSFER

COACH acknowledges that the University has a Technology Transfer program that requires employees as a condition of employment to assign to the State Board of Higher Education rights to any invention or improvements in technology, including software, developed using University facilities, personnel, information, or other University resources.

17. NONAPPROPRIATION

If sufficient funds are not provided in future legislatively approved budgets of the University to permit the University in the exercise of its reasonable administrative discretion to continue this Agreement, or if the University or program for which this Agreement was executed is abolished, the University may terminate this Agreement without further liability by giving COACH not less than 30 days prior notice. In determining the availability of funds for this Agreement, the University may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

18. SEVERABILITY

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

19. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

20. ENTIRE AGREEMENT; MODIFICATION

This Agreement constitutes the entire agreement between the parties on the matters expressed in this Agreement. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver of an obligation under this Agreement is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Agreement operates as a waiver or estoppel of any right, remedy or condition.

22. CHOICE OF LAW

The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to this Agreement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County.

23. NO THIRD PARTY BENEFICIARIES

University and COACH are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

24. WAIVER OF VACATION LEAVE

As a condition of employment under this Agreement, COACH waives any right he may have to vacation leave under OAR 580-021-0030 or any other applicable law or policy. However, University recognizes that in order to fulfill COACH's job responsibilities, COACH will likely work long hours for sustained periods of time beyond a typical professional work week, and that there will be periods when the duties of the position will not require COACH to work a typical professional work week.

OREGON STATE UNIVERSITY

By _____

Bob De Carolis, Director of Athletics

Date

By

W. Glenn Ford , Vice President
Finance and Administration

Date

COACH

[Coach]

Date

8.036 Code of Ethics

Each institution offering a program of intercollegiate athletics shall comply with the following code of ethics. Violation of the code of ethics shall be considered an adequate basis for sanctions for cause.

(1) Purpose

The purpose of this code of ethics is to prescribe standards of conduct for student athletes participating in the intercollegiate athletic programs of the institution, coaches, intercollegiate athletic administrators, and other personnel associated with intercollegiate athletics. It is also the purpose of this code of ethics to identify the responsibilities of coaches, intercollegiate athletic administrators, and other personnel in the institution's department of intercollegiate athletics.

(2) Designation of Institution Officers

The institution president shall assign in writing to the director of athletics the responsibility for implementing the provisions of this policy, except that the Faculty Athletic Representative shall retain the sole prerogative for determining the athletic eligibility of student athletes participating in the intercollegiate athletic program of the institution.

(3) Directives

(a) The intercollegiate athletic program of the institution shall reflect high standards of scholarship, sportsmanship, fair play, integrity, and concern for the individual.

(b) The intercollegiate athletic program of the institution shall be conducted in accordance with the constitution and bylaws of the alliances and/or conferences of which the institution is a member, and the rules, policies, and directives of the Board of Higher Education and institution.

(c) Student athletes participating in the intercollegiate athletic program of the institution shall be required to:

- (i) maintain such academic standards as established by the institution for all students;
- (ii) comply with the eligibility requirements of the institution as a prerequisite for participation in its intercollegiate athletic programs;
- (iii) demonstrate high standards of sportsmanship and fair play, while participating in an intercollegiate athletic program of the institution;
- (iv) refrain from participation in an intercollegiate athletic program of the institution when existing injuries and/or physical impairments would jeopardize the student athlete's health and welfare; and
- (v) deport themselves in a manner which brings credit to themselves, their teammates, and the institution.

(d) A head coach of an intercollegiate athletic program is required to maintain such discipline as necessary to assure that student athletes and coaches in that sport maintain high standards of sportsmanship, fair play, and integrity; encourage high standards of scholarship for student athletes; establish and maintain high standards regarding the welfare of student athletes; and adhere to the principles of nondiscrimination.

(e) Coaches in the intercollegiate athletic program of the institution are required to maintain high standards of sportsmanship, fair play, and professional integrity; encourage high standards of scholarship for student athletes; and adhere to principles of nondiscrimination.

(f) Each individual performing administrative, promotional, public relations, or related functions in the intercollegiate athletic program of the institution is required to demonstrate high standards of professional conduct; encourage high standards of sportsmanship, fair play, professional integrity and scholarship; establish high standards regarding the welfare of student athletes; and adhere to the principles of nondiscrimination.

(g) The following is proscribed conduct for each head coach, assistant coach, and individual performing administrative, promotional, public relations, or related functions in the intercollegiate athletic program of the institution:

(i) using the position with the institution to obtain financial gain, other than official institution salary or reimbursement of expenses and honoraria from either institution or non-institution sources, unless prior approval is obtained from the institution president;

(ii) using the position with the institution to obtain financial gain for any member of the household or for any business with which the employee or any member of the employee's household is associated;

(iii) engaging in any outside activity which substantially interferes with the employee's responsibilities in the intercollegiate athletic program of the institution;

(iv) accepting any employment outside the institution involving time or honorarium without the prior approval of the institution president;

(v) accepting gifts, as defined in ORS 244.020(5), from any source, including but not limited to, professional sports organizations, private businesses, or athletic "boosters";

(vi) receiving, or influencing directly or indirectly, awards or prizes of value from any institution-operated or affiliated promotional activity associated with the intercollegiate athletic program of the institution;

(vii) using institution buildings, facilities, services, or grounds for personal or private gain, without the prior written authorization of the institution president;

(viii) using, or permitting the use of the name of the institution or any emblem of the institution in commercial or personal promotional activities, except by the prior written authorization of the institution president;

(ix) violating the constitution and bylaws of an alliance or conference in which the institution holds membership, particularly those provisions pertaining to recruiting of student athletes, financial aid for student athletes, eligibility of student athletes, and extra benefits for student athletes;

(x) engaging in, encouraging, or permitting the physical or mental abuse or harassment of student athletes;

(xi) permitting student athletes who have not been certified for competition by a medical physician prior to a sports season to participate in the intercollegiate athletic program of the institution;

(xii) permitting, requiring, or encouraging a student athlete who is injured, or otherwise physically or mentally impaired, to participate in the intercollegiate athletic program of the institution without authorization from a physician or authorized athletic trainer;

(xiii) permitting, encouraging, or engaging in abuse or harassment of game officials, game opponents, or spectators while participating in an intercollegiate athletic program of the institution;

(xiv) encouraging, aiding, or abetting, including acts of omission, any individual, including non-institution persons, to engage in conduct proscribed by the alliance or conference in which the institution holds membership and the Administrative Rules, policies, and Internal Management Directives of the Oregon State Board of Higher Education and the institution.

(h) Any coach, head coach, or individual performing administrative, promotional, public relations, or related functions in the intercollegiate athletic program of the institution should strive to be perceived as an ethical leader, and, therefore, should avoid the appearance as well as the fact of impropriety.

(i) Waivers

The institution president retains the sole prerogative and authority for authorizing exceptions in writing to the provisions contained herein.

(j) Compliance and Sanctions for Violations

Individuals violating the provisions of this code of ethics may be subject to sanctions for cause.

For student athletes participating in the intercollegiate athletic program of the institution who violate the provisions contained herein, the sanctions for cause may include loss of eligibility for a period of time prescribed by the institution Faculty Athletic Representative. Sanctions in addition to loss of eligibility may be imposed by the institution pursuant to the provisions of the student conduct code of the institution.

For coaches or for intercollegiate athletic administrators, sanctions for cause include but are not limited to oral or written reprimand, suspension with pay, suspension without pay, or termination, as determined by the institution president.

(k) Contract and Policy Distribution

This policy for intercollegiate athletics, including the Code of Ethics, shall be attached to the Notice of Appointment for coaches, athletic administrators, and other personnel associated with the intercollegiate athletics program as well as distributed to and discussed with all student athletes.

March 2001