



STATE BOARD OF EDUCATION MEETING
April 5, 2021

Office of the State Board of Education
Len B. Jordan Building
650 W State Street, 3rd Floor
Boise, Idaho

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Monday, April 5, 2021, 3:00 p.m. (Mountain Time)

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. Decennial Census – School District and Community College Trustee Zones – Action Item
2. Coronavirus Response and Relief Supplemental Appropriations Act, 2021 – Elementary and Secondary School Emergency Relief (ESSER II) Fund – Action Item
3. American Rescue Plan Act, 2021 – Elementary and Secondary Emergency Relief Fund – Action Item

BUSINESS AFFAIRS AND HUMAN RESOURCES

1. Boise State University – Multi-Year Employment Agreement – Head Football Coach – Action item
2. Boise State University – Multi-Year Employment Agreement – Athletic Director – Action item
3. Boise State University – Network and Security Hardware and Software Project – Action Item

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TAB	DESCRIPTION	ACTION
1	DECENNIAL CENSUS – SCHOOL DISTRICT AND COMMUNITY COLLEGE TRUSTEE ZONES	Action Item
2	CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT, 2021 – ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF (ESSER II) FUND	Action Item
3	AMERICAN RESCUE PLAN ACT, 2021 – ELEMENTARY AND SECONDARY EMERGENCY RELIEF FUND	Action Item

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SUBJECT

Decennial Census – School District and Community College Trustee Zones

REFERENCE

April 21, 2011	Board approved requirements for school district trustee zone equalization proposals.
August 11, 2011	Board approved 41 and rejected 13 school district rezoning proposals
October 20, 2011	Board approved remaining trustee rezoning proposals.
April 18, 2013	Board approved two school district rezoning proposals.
June 2016	Board approved trustee zones for College of Southern Idaho, College of Western Idaho, and North Idaho College.
June 15, 2017	Board approved trustee zones for the College of Eastern Idaho.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-313, Idaho Code
Section 33-2104A, Idaho Code

BACKGROUND/DISCUSSION

Pursuant to Section 33-313, Idaho Code, each school district must evaluate and submit a proposal to the State Board of Education (Board) to redefine trustee zones equalizing the population within each zone in the school district following the report of the decennial census. Each school district is required to present to the Board a proposal for equalizing zones within 120 days following the release of the decennial census report. Once submitted to the Board, the Board has 60 days to take action on the proposals. Section 33-313, Idaho Code is not specific to what constitutes equalization.

In 2011, following the release of the 2010 decennial census report, the Board set the following parameters for equalizing trustee zone populations and submitting proposals to the Board for consideration:

- No more than a 10% variance in population between trustee zones within the district.
- Adjusted trustee zone boundaries shall follow census block boundaries or the exterior boundary of the school district, whichever is applicable, except in circumstances in which the census block lines and the school district boundary lines do not match, in which case the school district boundary shall be followed.
- Splitting of census blocks will only be accepted when a school district can demonstrate to the Board that the proposed deviation will accurately account for all individuals within that census block.

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- Trustee zone boundaries (legal descriptions) shall follow common identifiable lines, i.e., section lines, subdivision boundaries, road centerlines, waterways, railroad lines, etc.
- Proposal shall include a copy of the legal description of each trustee zone, a map of the district showing each zone, and the population of each zone, based on the decennial census data.
- School districts shall use the Board's approved legal descriptions for their school districts on file.
- Proposals shall be submitted to the State Department of Education no later than July 8, 2011.

During the 2016 legislative session Section 33-2104A, Idaho Code, was enacted requiring trustee zones be established by the Board for community college districts in a similar manner to the requirements for school districts set forth in Section 33-313, Idaho Code (including the equalization process following each decennial census and the 120-day time frame for submitting the proposals to the Board for consideration).

Additional statutory requirements include:

- The zones must be as nearly equal in population as practicable.
- If the community college district is situated within two or more counties, and any one of the counties has sufficient population to warrant at least one zone, then the boundaries of a trustee zone shall be located wholly within the boundaries of such county.
- The proposals to define or redefine the trustee zone boundaries must include:
 - a legal description of each proposed trustee zone;
 - a map of the district showing how each proposed trustee zone would appear; and
 - the approximate population each zone would have should the proposal to change the boundaries of the trustee zones become effective.

IMPACT

Approval of recommended criteria will clarify the requirements for school districts and community college boards of trustees to submit the required trustee zone population equalization proposals. Additionally, uniformity of the proposals will simplify and expedite the review process.

ATTACHMENTS

Attachment 1 –Trustee Zone Equalization Proposal Requirements

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-313, Idaho Code, any proposal to define the boundaries of the trustee zones in a school district must include the determination of the number of trustee zones and the date of expiration of the term of office for each trustee. Any proposal must also include a legal description of each trustee zone, a map of the district showing how each trustee zone would then appear, and the

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approximate population each trustee zone would have should the proposal become effective. Consistent with the requirements in Section 33-308, Idaho Code, the Board has required all submitted legal descriptions “be prepared by a licensed attorney, licensed professional land surveyor, or licensed professional engineer professionally trained and experienced in legal descriptions of real property.”

The Board has sixty (60) days after it has received a proposal to approve or disapprove the proposal. Should the Board disapprove a proposal, a board of trustees has forty-five (45) days to submit a revised proposal to the Board for consideration. Following approval of any amended trustee zones, the approved legal description of each trustee zone and map of the district showing how each trustee zone will appear must be filed by the school district or community college board of trustees with the applicable county clerk.

In 2011, the State Department of Education contracted with the Idaho School Boards Association to coordinate with school districts, provide technical support, and subcontract with a qualified firm to provide the legal descriptions of the trustee zones.

As of February 12, 2021, the US Census Bureau has announced redistricting data will be released to all states by September 30, 2021.

Board staff recommends approval of the proposal criteria and timelines as set forth in Attachment 1.

BOARD ACTION

I move to approve the requirements for school district and community college trustee zone equalization proposals as provided in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho School District and Community College Trustee Zone Equalization

Requirements

For the purpose of determining “equalized” populations between trustee zones, no one trustee zone shall differ in population by more than 10 percent (10%) from any other trustee zone within the school district or community college district.

School districts shall use the most current State Board of Education approved legal descriptions for their school district boundary.

Trustee zone boundaries shall follow census block boundaries or the exterior boundary of the school district, whichever is applicable. Trustee zone boundaries will group census blocks within common identifiable lines and trustee zone legal descriptions:

- Will follow common identifiable lines, i.e., section lines, subdivision boundaries, road centerlines, waterways, railroad lines, etc.
- Will split census blocks only when the proposal can demonstrate to the State Board of Education that any proposed deviation from census block boundaries will accurately account for all individuals within that census block.

There may be circumstances in which the census block lines and the proposed trustee zone boundary lines do not match. In such cases the inconsistencies will need to be identified and a proposed solution for population count for the census block or blocks affected must be included as part of the submitted proposal.

The State Board of Education may reject a proposal for any of the following reasons:

- The creation of bizarrely-shaped zones or potential gerrymandering;
- Creating zones that differ more than 10 percent from any other trustee zone in the school district (*see example calculation below*);
- Trustee zones that do not completely account for all areas within the district boundary;
- An inadequate legal description that does not meet professional standards;
- Proposals that are incomplete and don't include adequate legal descriptions, map and population summaries;
- Proposals that fail to use approved district boundary legal descriptions; or
- Proposals that fail to utilize the 2020 Census Data as their source for population data.

Proposals shall include:

- A copy of the legal description of each trustee zone prepared by a licenses attorney, licensed professional land surveyor, or licensed professional engineer professionally trained and experienced in legal descriptions of real property
- A map of the district showing each trustee zone

- The population of each trustee zone
- A summary of each trustee zone population and the percentage difference between the largest trustee zone population and each of the other trustee zones
- A list of sources used for data to create the proposal
- School district trustee zone proposals must also include determination of the number of trustee zones and the date of expiration of the term of office for each trustee.
- Community college trustee zone for community college districts situated within two or more counties, when any one of the counties has sufficient population to warrant at least one zone, then the boundaries of a trustee zone shall be located wholly within the boundaries of such county.

Maps submitted with the proposal must include:

- Include the proposed trustee zone boundaries
- Include the existing trustee zone boundaries
- Clearly delineate which is the existing and which is the proposed trustee zone boundary
- Include census block boundaries and populations within each block

To calculate the percentage difference between school district zones:

1. Determine the zone with the largest population
2. Subtract the population of each zone from the largest zone to determine the difference in population
3. Divide the largest zone population into the other zone differences to create a percentage

Example of a district zone population summary:

Highest Zone Population		100
Zone	Population	%Difference
1	100	0.00%
2	88	12.00%
3	93	7.00%
4	92	8.00%
5	94	6.00%

Trustee Zone Submittal Process:

- School district trustee zone proposals shall be submitted to the Department of Education for submittal to the State Board of Education for consideration at the next applicable Board meeting for consideration.

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ATTACHMENT 1

- Community college district trustee zone proposals shall be submitted to the Office of the State Board of consideration for submittal to the State Board of Education preparation at the next applicable Board meeting for consideration.
- The proposals shall be submitted in a timeframe set by the Executive Director that aligns with the timelines established in Idaho Code

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SUBJECT

Coronavirus Response and Relief Supplemental Appropriations Act, 2021 – Elementary and Secondary School Emergency Relief (ESSER II) Fund

REFERENCE

March – April 2020	The Board has received weekly updates on the federal response to the coronavirus (COVID-19) pandemic and the availability of funding through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).
April 27, 2020	The Board received an update on the allowable uses and amount of funds available to Idaho through the Elementary and Secondary School Emergency Relief Fund and Governor’s Emergency Education Relief Fund.
May 4, 2020	The Board directed staff to move forward with data analysis for the discussed proposals and to identify sources of funds for those proposals.
June 10, 2020	The Board approved the use of the ESSER I 10% State Education Agency (SEA) reserve funds for grants to local education agencies and for funding for professional development to provide social emotional and behavioral health supports remotely;
August 26, 2020	The Board approved a methodology and allocation for \$1,000,000 from the ESSER I 10% SEA reserve funds for social emotional and behavioral health supports.
October 2021, 2020	The Board received a CARES Act funding source and equitable services update.
February 18, 2021	Board received an update on the CARES Act and Coronavirus Response and Relief Supplemental Appropriations Act, 2020 (CRRSA Act)

APPLICABLE STATUTE, RULE, OR POLICY

Coronavirus Response and Relief Supplemental Appropriations Act, 2021

BACKGROUND/DISCUSSION

The CARES Act established multiple funds dedicated to addressing impacts to education due to the 2019 Novel Coronavirus (COVID-19) pandemic, two of these provide allocations at the state level, while a third fund, the Higher Education Relief Act is disrupted directly to the postsecondary institutions. The two funds that provided allocations at the state level are the Governor’s Emergency Education Relief (GEER) Fund and the Elementary and Secondary School Emergency Relief (ESSER) Fund. The CARES Act ESSER Fund allocated funds to the state education agencies based on the same proportion as states receive funds under Part A of Title I of the Elementary and Secondary Education Act in fiscal year 2019. Idaho’s share of this fund was \$47,854,695. From this amount a minimum of \$43,069,20226 (90%) had to be distributed to the local education agencies (LEA)

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based on the LEA's proportional share of the state's Part A, Title I funds. These funds are then distributed based on each LEA's propositional share of Part A, Title I funds received in 2019. Not all LEA's receive Part A, Title I funds. Part A, Title I funds are distributed based on an LEA's share of eligible Title I students. Up to 10 percent (10%) of these funds, \$4,785,470, may be reserved by the SEA "to be used for emergency needs as determined by the SEA to address issues responding to COVID-19." States have one year from date of the federal ESSER award to award or sub grant the funds.

The Coronavirus Response and Relief Supplemental Appropriations Act, 2020 (CRRSA Act) expanded the ESSER Fund. These funds appropriated through the CRRSA Act are being referred to as the ESSER II funds. Attachment 2 provides a comparison chart provided by the US Department of Education outlining the differences between the ESSER I and ESSER II funds. The ESSER I and ESSER II funds must be accounted for separately and reported on separately. Local education agencies must pull down and use all of their ESSER I dollars prior to pulling down any ESSER II dollars.

The ESSER II Fund awards to SEAs are in the same proportion as each State received funds under Part A of Title I of the Elementary and Secondary Education Act of 1965, as amended, in fiscal year 2020. Idaho will receive \$195,890,413 in ESSER II funding. Of this amount, at least \$176,301,372 must be distributed to local education agencies based on the Title I distribution methodology. Like ESSER I, 10% of the funds may be reserved for use by the SEA. Of these reserve funds ½ of 1% of the total award may be used for administrative costs. The SEA 10% reserve is \$19,589,041, of this, up to \$979,452 could be used for administrative costs. The State Department of Education (SDE) has requested spending authority for \$300,000 of these funds to administer the program.

Due to the timing of the enactment of the CRRSA Act and when Idaho's legislature convenes, spending authority for ESSER II funds is provided through the legislative budget process either as supplemental appropriation for the public schools budget FY 2021 budget or spending authority in the FY 2022 public schools budget.

At the beginning of FY 2021, based on the decreased revenue projections, the Board of Examiners reduced, along with other state agency budgets, the public schools budget appropriation by 5% or approximately \$99.27M. Of this amount, approximately \$51M would need to be done through the legislature setting aside current Idaho statutes, otherwise the public schools funding formula would result in the amount being pulled out of the Public Education Stabilization Fund. Rather than take this route, the Joint Finance-Appropriations Committee (JFAC) has approved a FY 2021 supplemental that reduces the discretionary support unit value to offset the FY 2021 appropriation variance. On March 12, 2021, through a supplemental budget action, JFAC approved reduction of the discretionary support unit value for FY 2021 to \$22,810. This reduction from the original

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appropriated amount (HB628, 2020) of \$28,887 is estimated to reduce the funds that would have originally been distributed to LEAs by \$76,616,140. Final numbers will not be available until after FY 2021 total support units are calculated. JFAC additionally appropriated spending authority for the ESSER II funding through the FY 2021 supplemental in the amount of \$104,091,200. This amount represents approximately 51.6% of the available ESSER II Title I formula distribution, \$19,589,000 of which is the ESSER II SEA reserve amount. Further action by JFAC identifies specific uses of a portion of the ESSER II SEA reserve amount, totaling \$7,737,700; \$300,000 of which is for SDE to administer the distribution of the ESSER II funding. JFAC's action appropriates the remainder of the ESSER II spending authority in FY 2022, and at its March 16, 2021 meeting the committee took action to re-appropriate any unexpended and unencumbered balance from FY 2021 to the FY 2022 public school budgets. While final action on the public school support programs FY 2021 supplemental and FY 2022 original appropriation is pending, at this time \$11,851,300 of the SEA reserve amount remains unobligated and available for Board allocation. Any final distributions will be subject to the spending authority provided in the final appropriations bills and calculations based on final support unit numbers.

IMPACT

Board action would set the uses of the ESSER II SEA reserve funds and direct SDE staff on the distribution of the funds once the applicable spending authority becomes available.

ATTACHMENTS

Attachment 1 – ESSER II Estimated Funding Distributions and Methodology
Attachment 2 – ESSER I and ESSER II US Department of Education Fact Sheet

BOARD STAFF COMMENTS AND RECOMMENDATIONS

At the February 2021 Board meeting the Board was provided with a potential scenario for the distribution of the ESSER II SEA reserve funds that would have distributed all of the available funds to schools that received no ESSER II funds or low ESSER II funds through the Title I formula distribution. The distribution methodology first took into consideration the reduction in funding based on the reduced discretionary support unit value. Next, it calculated an amount that would be equivalent to the amount reduced, finally, it added an additional percentage that would bring those who received low increases into closer parity with those LEAs that would receive larger distributions of the ESSER II funding due to their high Title I populations. Based on JFAC's action, there may be only a portion of the SEA reserve funding available to distribute in this manner in FY 2021. Attachment 1 provides a spreadsheet showing: (i) estimated amounts for the potential reduction to each LEA due to the 5% holdback and subsequent lower discretionary support unit value; (ii) the amount of funding LEAs would receive through the ESSER II Title I formula; (iii) the amount of funds it would take to cover the reduction due to the holdback (broken out by those LEAs that receive no funding based on their Title I populations and those that receive low funding based on their

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Title I populations); and (iv) an additional amount that brings LEAs closer to parity with the percentage received by LEAs with higher Title I student populations. The estimates in Attachment 1 are based on numbers available as of March 24, 2021. The final amounts distributed would be calculated by SDE once final numbers for the reduced discretionary funds and ESSER II Title I formula distribution are available. Additional actions may be necessary at a future date pending final legislative action on the FY 2021 and FY 2022 public schools budgets.

As of Friday, April 2, 2021, the state has received the following guidance from the US Department of Education on the distribution and use of ESSER funding. While the original questions were specific to the use of the APR ESSER funds, referenced here as ESSER III, the answers cover all three ESSER allocations. The ARP ESSER funding will be discussed under a separate agenda item. Following are the specific questions asked and the US Department of Education's, responses:

- 1) There are 18 allowable uses with ESSER 3 funds for Local education agencies. Can any or all of those allowable uses be limited by the Legislature/Governor? Meaning can the Legislature appropriate the funds and require the districts to only use the funds for say 6 of the 18 allowable uses? Or can the legislature restrict an LEA from using the ESSER 3 funds for a specified and allowable use (such as technology for example)? I have legislators asking these questions in a generic fashion and do not have specific uses they would like to see restricted or limited to, if any.

RESPONSE:

State legislatures and/or SEAs cannot dictate how LEAs use their ESSER funds if the use of funds fall under the allowability of the CARES Act, CRRSA Act, ARP Act, and other federal guidelines because, under the statute, these are LEA decisions.

- 2) According to ARPA – Idaho has 60 days to allocate or determine how much each LEA is eligible to receive (which we have done) and 1 year to award the funds and the SEA to subgrant out for an LEA to start getting reimbursed. This will require appropriation (spending authority) from the Legislature. Does the legislature have to appropriate the full amount in that year, or could the legislature appropriate a portion for this year and then the rest in the next year? Or does the legislature need to fully appropriate the entire amount for ESSER III in that 1 year window?

RESPONSE:

With regard to ESSER funds under the CARES Act, the CRRSA Act, and the ARP Act, State legislatures and/or SEAs cannot dictate when LEAs can access and spend their awards because, under the statute, LEAs are authorized to obligate funds throughout the period of availability of those funds and, consistent with cash management requirements (e.g., CMIA and

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uniform guidance requirements), draw down funds in accordance with their needs.

For the GEER funds under the CARES and CRRSA Act, as long as the Governor is doing it at the outset of making awards, a Governor may restrict an LEA's use of funds. If a Governor would like LEAs to use the funds for a particular school year, then a Governor may delay awarding GEER II funds, consistent with other CRRSA Act requirements. But, a Governor may not prescribe when an LEA must expend the funds once the period of availability has been set when awarding funds.

- 3) Regarding the non-specified Set-Aside Reserve – can the legislature direct the use of those funds as long as they are for an allowable use in ARPA for ESSER III?

RESPONSE:

With regard to the State legislature directing the use of the ESSER Reserve, the Department's relationship is with the grantee, which is the SEA. This question of whether a State legislature may dictate how an SEA uses ESSER funds, assuming the use is allowable under and consistent with the statute, depends on the specific facts in each State and the answer may vary based on state law; if you have further questions about this issue in your State, please contact us.

BOARD ACTION

I move to approve use of \$11,851,300 of the \$19,589,000 in ESSER II 10% SEA reserve funds for distribution to local education agencies who receive no ESSER II or low ESSER II funding through the Title I formula distribution in substantial conformance to the methodology identified in Attachment 1; and to approve the use of up to \$300,000 in ESSER II SEA reserve funding for use by the State Department of Education to administer the distribution of ESSER funding to local education agencies.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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ATTACHMENT 1

Column #		1	2	3	4	5
SCHOOL DISTRICT / PUBLIC CHARTER SCHOOL		Reduced Discretionary Funding	FY 21 ESSER II Appropriation	Set Aside for Non-Title I Schools	Set Aside for Low-Title I Schools	Additional Set Aside for Non- Title I and Low- Title I Schools
LEA #	LEA Name		51.6%	Column 1	Column 1+2	24.7% of column 3 or 4
001	Boise Independent	(\$5,704,502)	\$7,665,804	-	-	-
002	West Ada Joint	(\$9,089,160)	\$7,212,111	-	\$1,877,049	\$463,515
002.1	Meridian Technical Charter HS	(\$81,631)	\$0	\$81,631	-	\$20,158
002.3	Meridian Medical Arts Charter HS	(\$77,692)	\$0	\$77,692	-	\$19,185
003	Kuna Joint	(\$1,303,156)	\$1,519,667	-	-	-
011	Meadows Valley	(\$64,450)	\$100,725	-	-	-
013	Council	(\$93,733)	\$109,612	-	-	-
021	Marsh Valley Joint	(\$321,447)	\$350,337	-	-	-
025	Pocatello	(\$2,853,011)	\$4,433,142	-	-	-
033	Bear Lake County	(\$323,107)	\$309,295	-	\$13,812	\$3,411
041	St. Maries Joint	(\$249,782)	\$275,632	-	-	-
044	Plummer / Worley Joint	(\$117,558)	\$487,778	-	-	-
052	Snake River	(\$454,287)	\$545,434	-	-	-
055	Blackfoot	(\$958,740)	\$1,193,319	-	-	-
058	Aberdeen	(\$190,457)	\$261,779	-	-	-
059	Firth	(\$218,221)	\$149,963	-	\$68,258	\$16,856
060	Shelley Joint	(\$526,901)	\$441,273	-	\$85,628	\$21,145
061	Blaine County	(\$748,966)	\$482,538	-	\$266,428	\$65,791
071	Garden Valley	(\$93,876)	\$154,006	-	-	-
072	Basin	(\$101,755)	\$111,062	-	-	-
073	Horseshoe Bend	(\$75,177)	\$86,599	-	-	-
083	West Bonner County	(\$255,145)	\$712,377	-	-	-
084	Lake Pend Oreille	(\$852,334)	\$1,326,397	-	-	-
091	Idaho Falls	(\$2,370,343)	\$3,436,357	-	-	-
092	Swan Valley Elementary	(\$21,547)	\$0	\$21,547	-	\$5,321
093	Bonneville Joint	(\$3,111,573)	\$2,610,748	-	\$500,825	\$123,673
101	Boundary County	(\$341,428)	\$826,957	-	-	-
111	Butte County	(\$120,311)	\$149,395	-	-	-

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Column #		1	2	3	4	5
SCHOOL DISTRICT / PUBLIC CHARTER SCHOOL		Reduced Discretionary Funding	FY 21 ESSER II Appropriation	Set Aside for Non-Title I Schools	Set Aside for Low-Title I Schools	Additional Set Aside for Non- Title I and Low- Title I Schools
LEA #	LEA Name		51.6%	Column 1	Column 1+2	24.7% of column 3 or 4
121	Camas County	(\$66,065)	\$44,916	-	\$21,148	\$5,222
131	Nampa	(\$3,092,114)	\$6,220,613	-	-	-
131.1	Idaho Arts Charter School	(\$317,460)	\$0	\$317,460	-	\$78,393
131.3	Gem Prep: Nampa	(\$117,131)	\$0	\$117,131	-	\$28,924
132	Caldwell	(\$1,346,393)	\$3,310,630	-	-	-
133	Wilder	(\$147,221)	\$338,487	-	-	-
134	Middleton	(\$949,627)	\$589,232	-	\$360,395	\$88,995
135	Notus	(\$120,880)	\$133,735	-	-	-
136	Melba Joint	(\$232,459)	\$198,457	-	\$34,002	\$8,396
137	Parma	(\$256,000)	\$321,681	-	-	-
139	Vallivue	(\$2,122,601)	\$2,106,814	-	\$15,788	\$3,899
148	Grace Joint	(\$156,191)	\$108,588	-	\$47,603	\$11,755
149	North Gem	(\$62,030)	\$31,028	-	\$31,002	\$7,656
150	Soda Springs Joint	(\$235,497)	\$165,682	-	\$69,815	\$17,240
151	Cassia County Joint	(\$1,344,162)	\$1,606,581	-	-	-
161	Clark County Joint	(\$60,891)	\$58,912	-	\$1,979	\$489
171	Orofino Joint	(\$377,782)	\$434,326	-	-	-
181	Challis Joint	(\$99,998)	\$246,802	-	-	-
182	Mackay Joint	(\$75,936)	\$43,007	-	\$32,929	\$8,131
191	Prairie Elementary	(\$5,078)	\$0	\$5,078	-	\$1,254
192	Glenns Ferry Joint	(\$120,975)	\$271,771	-	-	-
193	Mountain Home	(\$853,046)	\$1,534,503	-	-	-
201	Preston Joint	(\$531,457)	\$441,614	-	\$89,843	\$22,186
201.1	SEI Tec	(\$82,248)	\$0	\$82,248	-	\$20,310
202	West Side Joint	(\$195,867)	\$138,077	-	\$57,790	\$14,271
215	Fremont County Joint	(\$564,299)	\$891,812	-	-	-
221	Emmett Independent	(\$573,649)	\$1,061,138	-	-	-
221.1	Payette River Technical Academy	(\$60,322)	\$0	\$60,322	-	\$14,896

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ATTACHMENT 1

SCHOOL DISTRICT / PUBLIC CHARTER SCHOOL		Column #	1	2	3	4	5
			Reduced Discretionary Funding	FY 21 ESSER II Appropriation	Set Aside for Non-Title I Schools	Set Aside for Low-Title I Schools	Additional Set Aside for Non- Title I and Low- Title I Schools
LEA #	LEA Name			51.6%	Column 1	Column 1+2	24.7% of column 3 or 4
231	Gooding Joint		(\$322,871)	\$478,906	-	-	-
232	Wendell		(\$269,478)	\$377,221	-	-	-
233	Hagerman Joint		(\$111,531)	\$143,726	-	-	-
234	Bliss Joint		(\$59,325)	\$55,034	-	\$4,291	\$1,060
242	Cottonwood Joint		(\$116,942)	\$133,293	-	-	-
243	Salmon River Joint		(\$62,742)	\$61,437	-	\$1,305	\$322
244	Mountain View		(\$334,450)	\$439,419	-	-	-
251	Jefferson County Joint		(\$1,479,708)	\$1,051,987	-	\$427,721	\$105,621
252	Ririe Joint		(\$197,529)	\$87,933	-	\$109,595	\$27,063
253	West Jefferson		(\$176,124)	\$151,031	-	\$25,094	\$6,197
261	Jerome Joint		(\$968,089)	\$1,368,337	-	-	-
262	Valley		(\$156,618)	\$165,674	-	-	-
271	Coeur d' Alene		(\$2,389,184)	\$3,130,897	-	-	-
272	Lakeland		(\$1,007,291)	\$1,360,354	-	-	-
273	Post Falls		(\$1,398,219)	\$1,883,931	-	-	-
274	Kootenai Joint		(\$64,830)	\$83,783	-	-	-
281	Moscow		(\$505,733)	\$589,707	-	-	-
281.1	Moscow Charter School		(\$53,535)	\$0	\$53,535	-	\$13,220
282	Genesee Joint		(\$92,831)	\$67,026	-	\$25,805	\$6,372
283	Kendrick Joint		(\$80,919)	\$52,841	-	\$28,078	\$6,934
285	Potlatch		(\$133,125)	\$124,410	-	\$8,715	\$2,152
287	Troy		(\$87,231)	\$53,180	-	\$34,051	\$8,409
288	Whitepine Joint		(\$81,489)	\$64,210	-	\$17,279	\$4,267
291	Salmon		(\$195,156)	\$424,075	-	-	-
292	South Lemhi		(\$62,220)	\$35,209	-	\$27,011	\$6,670
302	Nezperce Joint		(\$66,065)	\$37,546	-	\$28,518	\$7,042
304	Kamiah Joint		(\$123,918)	\$641,847	-	-	-
305	Highland Joint		(\$65,779)	\$54,236	-	\$11,543	\$2,850

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

APRIL 5, 2021

ATTACHMENT 1

SCHOOL DISTRICT / PUBLIC CHARTER SCHOOL	Column #	1	2	3	4	5
		Reduced Discretionary Funding	FY 21 ESSER II Appropriation	Set Aside for Non-Title I Schools	Set Aside for Low-Title I Schools	Additional Set Aside for Non- Title I and Low- Title I Schools
LEA # LEA Name			51.6%	Column 1	Column 1+2	24.7% of column 3 or 4
312 Shoshone Joint		(\$145,180)	\$177,816	-	-	-
314 Dietrich		(\$72,661)	\$91,926	-	-	-
316 Richfield		(\$74,228)	\$93,963	-	-	-
321 Madison		(\$1,245,541)	\$1,786,563	-	-	-
322 Sugar-Salem Joint		(\$400,753)	\$367,904	-	\$32,849	\$8,112
331 Minidoka County Joint		(\$1,025,515)	\$1,320,524	-	-	-
790 ARTEC Regional PT Charter		(\$26,387)	\$0	\$26,387	-	\$6,516
340 Lewiston Independent		(\$1,088,353)	\$1,315,119	-	-	-
341 Lapwai		(\$141,478)	\$288,782	-	-	-
342 Culdesac Joint		(\$59,230)	\$52,013	-	\$7,217	\$1,782
351 Oneida County		(\$1,704,953)	\$231,683	-	\$1,473,270	\$363,807
363 Marsing Joint		(\$219,645)	\$452,100	-	-	-
364 Pleasant Valley Elementary		(\$5,030)	\$0	\$5,030	-	\$1,242
365 Bruneau-Grand View Joint		(\$103,083)	\$197,663	-	-	-
370 Homedale Joint		(\$306,734)	\$472,137	-	-	-
371 Payette Joint		(\$322,301)	\$747,666	-	-	-
372 New Plymouth		(\$249,070)	\$320,045	-	-	-
373 Fruitland		(\$423,296)	\$356,335	-	\$66,960	\$16,535
381 American Falls Joint		(\$365,347)	\$614,462	-	-	-
382 Rockland		(\$62,742)	\$46,773	-	\$15,970	\$3,944
383 Arbon Elementary		(\$6,740)	\$0	\$6,740	-	\$1,664
391 Kellogg Joint		(\$260,792)	\$547,997	-	-	-
392 Mullan		(\$56,477)	\$104,565	-	-	-
393 Wallace		(\$136,685)	\$279,276	-	-	-
394 Avery		(\$8,685)	\$0	\$8,685	-	\$2,145
401 Teton County		(\$433,120)	\$426,941	-	\$6,179	\$1,526
411 Twin Falls		(\$2,205,228)	\$3,707,948	-	-	-
412 Buhl Joint		(\$312,952)	\$572,033	-	-	-

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

APRIL 5, 2021

ATTACHMENT 1

Column #		1	2	3	4	5
SCHOOL DISTRICT / PUBLIC CHARTER SCHOOL		Reduced Discretionary Funding	FY 21 ESSER II Appropriation	Set Aside for Non-Title I Schools	Set Aside for Low-Title I Schools	Additional Set Aside for Non-Title I and Low-Title I Schools
LEA #	LEA Name		51.6%	Column 1	Column 1+2	24.7% of column 3 or 4
413	Filer	(\$408,346)	\$389,500	-	\$18,846	\$4,654
414	Kimberly	(\$479,108)	\$303,184	-	\$175,924	\$43,442
415	Hansen	(\$101,137)	\$158,626	-	-	-
416	Three Creek Joint Elementary	(\$5,030)	\$0	\$5,030	-	\$1,242
417	Castleford Joint	(\$101,280)	\$109,788	-	-	-
418	Murtaugh Joint	(\$115,518)	\$80,415	-	\$35,103	\$8,668
421	McCall-Donnelly Joint	(\$335,495)	\$189,504	-	\$145,991	\$36,051
422	Cascade	(\$71,569)	\$325,509	-	-	-
431	Weiser	(\$377,639)	\$550,146	-	-	-
432	Cambridge Joint	(\$64,166)	\$75,304	-	-	-
433	Midvale	(\$63,027)	\$57,042	-	\$5,984	\$1,478
451	Victory Charter School	(\$111,626)	\$73,919	-	\$37,708	\$9,311
452	Idaho Virtual Academy	(\$897,848)	\$885,443	-	\$12,405	\$3,063
453	McKenna Charter School	(\$188,843)	\$0	\$188,843	-	\$46,633
454	Rolling Hills Public Charter School	(\$69,482)	\$68,690	-	\$792	\$196
455	Compass Public Charter School	(\$304,409)	\$140,853	-	\$163,556	\$40,388
456	Falcon Ridge Public Charter School	(\$74,180)	\$43,470	-	\$30,711	\$7,584
457	INSPIRE Connections Academy	(\$461,454)	\$446,596	-	\$14,858	\$3,669
458	Liberty Charter School	(\$128,853)	\$75,135	-	\$53,719	\$13,265
460	Connor Academy	(\$134,834)	\$98,032	-	\$36,802	\$9,088
461	Taylor's Crossing Public Charter	(\$99,191)	\$82,874	-	\$16,318	\$4,029
462	Xavier Charter School	(\$178,782)	\$98,859	-	\$79,923	\$19,736
463	Vision Charter School	(\$196,247)	\$125,736	-	\$70,511	\$17,412
464	White Pine Charter School	(\$162,598)	\$85,492	-	\$77,106	\$19,040
465	North Valley Academy	(\$66,823)	\$82,165	-	-	-
466	iSucceed Virtual High School	(\$253,627)	\$255,520	-	-	-
468	Idaho Science & Tech Charter	(\$82,201)	\$127,790	-	-	-
469	Idaho Connects Online (ICON)	(\$124,013)	\$0	\$124,013	-	\$30,624

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ATTACHMENT 1

Column #		1	2	3	4	5
SCHOOL DISTRICT / PUBLIC CHARTER SCHOOL		Reduced Discretionary Funding	FY 21 ESSER II Appropriation	Set Aside for Non-Title I Schools	Set Aside for Low-Title I Schools	Additional Set Aside for Non- Title I and Low- Title I Schools
LEA #	LEA Name		51.6%	<i>Column 1</i>	<i>Column 1+2</i>	<i>24.7% of column 3 or 4</i>
470	Kootenai Bridge Academy	(\$135,831)	\$0	\$135,831	-	\$33,542
472	Palouse Prairie Charter School	(\$52,016)	\$31,447	-	\$20,569	\$5,079
473	The Village Charter School	(\$60,417)	\$87,930	-	-	-
474	Monticello Montessori Charter School	(\$51,257)	\$84,307	-	-	-
475	Sage International School of Boise	(\$254,860)	\$226,589	-	\$28,271	\$6,981
476	Another Choice Virtual Charter School	(\$145,939)	\$217,509	-	-	-
477	Blackfoot Charter Comm. Learning Ctr	(\$109,395)	\$222,437	-	-	-
478	Legacy Charter School	(\$77,265)	\$67,218	-	\$10,047	\$2,481
479	Heritage Academy	(\$48,552)	\$87,717	-	-	-
480	STEM Charter Academy	(\$168,626)	\$0	\$168,626	-	\$41,640
481	Heritage Community Charter School	(\$120,644)	\$211,409	-	-	-
482	American Heritage Charter School	(\$116,609)	\$68,713	-	\$47,895	\$11,827
483	Chief Tahgee Elementary Academy	(\$30,897)	\$74,263	-	-	-
485	Bingham Academy	(\$42,714)	\$36,258	-	\$6,456	\$1,594
486	Upper Carmen Charter School	(\$16,089)	\$0	\$16,089	-	\$3,973
487	Forrest M. Bird Charter School	(\$107,450)	\$131,978	-	-	-
488	Syringa Mountain School	(\$35,974)	\$36,306	-	-	-
489	Idaho Technical Career Academy	(\$92,974)	\$0	\$92,974	-	\$22,959
491	Coeur d'Alene Charter Academy	(\$183,053)	\$0	\$183,053	-	\$45,203
492	ANSER Charter School	(\$118,175)	\$75,589	-	\$42,587	\$10,516
493	North Star Charter School	(\$247,076)	\$0	\$247,076	-	\$61,013
494	Pocatello Community Charter School	(\$91,360)	\$118,551	-	-	-
495	Alturas International Academy	(\$145,655)	\$121,844	-	\$23,810	\$5,880
496	Gem Prep: Pocatello	(\$107,212)	\$119,307	-	-	-
497	Pathways in Education - Nampa	(\$85,903)	\$65,052	-	\$20,850	\$5,149
498	Gem Prep: Meridian	(\$128,142)	\$132,292	-	-	-
499	Future Public School	(\$73,041)	\$104,999	-	-	-
508	Hayden Canyon Charter School	(\$66,776)	\$47,553	-	\$19,222	\$4,747

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ATTACHMENT 1

Column #		1	2	3	4	5
SCHOOL DISTRICT / PUBLIC CHARTER SCHOOL		Reduced Discretionary Funding	FY 21 ESSER II Appropriation	Set Aside for Non-Title I Schools	Set Aside for Low-Title I Schools	Additional Set Aside for Non- Title I and Low- Title I Schools
<i>LEA #</i>	<i>LEA Name</i>		<i>51.6%</i>	<i>Column 1</i>	<i>Column 1+2</i>	<i>24.7% of column 3 or 4</i>
511	Peace Valley Charter School	(\$75,034)	\$42,200	-	\$32,834	\$8,108
513	Project Impact STEM Academy	(\$60,749)	\$64,322	-	-	-
518	ARTEC - Industrial	(\$30,184)	\$0	\$30,184	-	\$7,454
523	Elevate Academy	(\$185,426)	\$138,469	-	\$46,957	\$11,595
528	Forge International School	(\$93,733)	\$56,376	-	\$37,357	\$9,225
531	FernWaters Public Charter School	(\$19,695)	\$36,519	-	-	-
532	Treasure Valley Classical Academy	(\$102,704)	\$49,884	-	\$52,820	\$13,043
534	Gem Prep: Online	(\$172,090)	\$176,606	-	-	-
540	Island Park Charter School	(\$4,746)	\$0	\$4,746	-	\$1,172
544	MOSAIC	(\$58,233)	\$59,528	-	-	-
550	Doral Academy of Idaho	(\$38,063)	\$22,786	-	\$15,277	\$3,773
553	Pinecrest Academy of Idaho	(\$32,273)	\$0	\$32,273	-	\$7,969
555	COSSA Academy	(\$48,789)	\$0	\$48,789	-	\$12,048
559	Thomas Jefferson Charter School	(\$110,392)	\$54,040	-	\$56,352	\$13,915
TOTALS		(\$76,616,144)	\$90,939,785	\$2,141,014	\$7,363,305	\$2,346,981

FACT SHEET

ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF FUND II

CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT, 2021

This chart outlines the primary differences between the Elementary and Secondary School Emergency Relief (ESSER) Fund under the Coronavirus Aid, Relief, and Economic Security (CARES) Act enacted on March 27, 2020, and the ESSER II Fund under the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, 2021, Public Law 116-260, enacted on December 27, 2020.

Topic	ESSER Fund (CARES Act)	ESSER II Fund (CRRSA Act)
Authorizing Legislation	Section 18003 of Division B of the Coronavirus Aid, Relief, and Economic Security (CARES) Act	Section 313 of the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, 2021
Period of Funds Availability	May be used for pre-award costs dating back to March 13, 2020, when the national emergency was declared. Available for obligation by State educational agencies (SEAs) and subrecipients through September 30, 2022.	Same as ESSER Fund (CARES Act): May be used for pre-award costs dating back to March 13, 2020, when the national emergency was declared. Available for obligation by SEAs and subrecipients through September 30, 2023.
SEA Deadline for Awarding Funds	SEA must award the funds within one year of receiving them, which will be April through June 2021, depending on an SEA’s award date.	SEA must award the funds within one year of receiving them, which will be January 2022.
Definition of “Awarded”	For the 90 percent of funds for local educational agencies (LEAs), funds are generally considered “awarded” when the SEA subgrants the funds to an LEA. For the SEA reserve (see section 18003(e) of the CARES Act), funds are “awarded” when the SEA awards a contract or subgrant, or when it retains funds to provide direct services.	Same as ESSER Fund (CARES Act): For the 90 percent of funds for LEAs, funds are generally considered “awarded” when the SEA subgrants the funds to an LEA. For the SEA reserve (see section 313(e) of the CRRSA Act), funds are “awarded” when the SEA awards a contract or subgrant, or when it retains funds to provide direct services.
Uses of Funds	The CARES Act includes allowable uses of funds related to preventing, preparing for, and responding to COVID-19. Note that the “additional” LEA allowable uses of funds under the CRRSA Act already were permitted under the CARES Act.	Same as ESSER Fund (CARES Act): Note that the “additional” LEA allowable uses of funds under the CRRSA Act (addressing learning loss, preparing schools for reopening, and testing, repairing, and upgrading projects to improve air quality in school buildings) already are permitted under the CARES Act.
Equitable Services	An LEA that receives ESSER funds under the CARES Act (Section 18005) must provide equitable services to non-public school	The CRRSA Act includes a separate program of Emergency Assistance for Non-Public Schools for which eligible non-public

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ATTACHMENT 2

Topic	ESSER Fund (CARES Act)	ESSER II Fund (CRRSA Act)
	students and teachers in the same manner as provided under section 1117 of Title I, Part A of the ESEA.	schools may apply to an SEA to receive services or assistance. Consequently, LEAs are not required to provide equitable services under ESSER II.
Maintenance of Effort (MOE)	Under the CARES Act, a State that receives ESSER funds must maintain support for elementary and secondary education and State support for higher education in each of fiscal years (FY) 2020 and 2021 at least at the level of such support that is the average of the support for elementary and secondary education and higher education provided in the three fiscal years preceding the date of enactment of the CARES Act (FYs 2017, 2018, 2019).	Under the CRRSA Act, a State that receives ESSER II funds must maintain support for elementary and secondary education and higher education in FY 2022 based on the proportional share of the State’s support for elementary and secondary education and higher education relative to the State’s overall spending averaged over FYs 2017, 2018, and 2019.
Reporting	Under the CARES Act, each SEA that receives ESSER funds must meet the reporting requirements of section 15011 of the CARES Act, which are satisfied through the Federal Funding Accountability and Transparency Act (FFATA) reporting, and other reporting as the Secretary may require (Annual Reporting).	Under the CRRSA Act, each SEA that receives ESSER II funds must meet the CARES Act reporting requirements that apply to ESSER funds and submit a report to the Secretary within six months of award that contains a detailed accounting of the use of ESSER II funds, that includes how the State is using funds to measure and address learning loss among students disproportionately affected by the coronavirus and school closures, including: low-income students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care.
Tracking of Funds	ESSER funds must be tracked separately from ESSER II funds.	ESSER II funds must be tracked separately from ESSER funds.

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SUBJECT

American Rescue Plan Act, 2021 – Elementary and Secondary Emergency Relief Fund

REFERENCE

March – April 2020	The Board has received weekly updates on the federal response to the coronavirus (COVID-19) pandemic and the availability of funding through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).
April 27, 2020	The Board received an update on the allowable uses and amount of funds available to Idaho through the Elementary and Secondary School Emergency Relief Fund and Governor’s Emergency Education Relief Fund.
May 4, 2020	The Board directed staff to move forward with data analysis for the discussed proposals and to identify sources of funds for those proposals.
June 10, 2020	The Board approved the use of the ESSER I 10% SEA reserve funds for grants to local education agencies and for funding for professional development to provide social emotional and behavioral health supports remotely;
August 26, 2020	The Board approved a methodology and allocation for \$1,000,000 from the ESSER I 10% SEA reserve funds for social emotional and behavioral health supports.
October 21, 2020	The Board received a CARES Act funding source and equitable services update.
February 18, 2021	Board received and update on the CARES Act and Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act)

APPLICABLE STATUTE, RULE, OR POLICY

American Rescue Plan Act of 2021, Public Law 117-2

BACKGROUND/DISCUSSION

The American Rescue Plan (ARP) Act was enacted on March 11, 2021. It provides a third installment of funding for Elementary and Secondary Emergency Relief, referred to as ARP ESSER. On March 24, 2021, Idaho received a Grant Award Notification to provide immediate access to two-thirds of the State’s allocation under ARP ESSER, which equates to \$293,294,694. The March 24th letter from U.S. Secretary of Education Miguel Cardona also explained that “the remaining funds (\$146,647,347) will become available after submission of a State application with a plan that describes, for example, how ARP ESSER funds will be used to safely return students to in-person instruction, maximize in-person instruction time, operate schools, and meet the needs of students, and that addresses other requirements of the ARP ESSER Fund. We intend to make this application

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available next month, and States and school districts are already actively developing their plans for the use of ARP ESSER funds. As this planning continues, consultation with and input from stakeholders and the public, including students, families, civil rights organizations including disability rights organizations, school administrators, superintendents, and educators and their unions, should be an essential component of the process.”

The U.S. Department of Education has provided the following guidance with regard to award timing for ARP ESSER funds: “With respect to making local educational agency (LEA) sub grants (90% of the total ARP ESSER allocation), the SEA must allocate ARP ESSER funds in an expedited and timely manner and, to the extent practicable, not later than 60 days after the SEA receives those funds. An SEA must award ARP ESSER funds not allocated to LEAs within one year of the date the SEA receives those funds.” The funds are available for “obligation” by SEAs and sub recipients through September 30, 2023.

An LEA that receives ARP ESSER funds must, within 30 days of receiving the funds, make publicly available on its website a plan for the safe return to in-person instruction and continuity of services. Before making the plan publicly available, the LEA must seek public comment on the plan.

IMPACT

Idaho’s ARP ESSER allocation is \$439,942,041. State allocation of these funds to Local Educational Agencies (LEAs) is largely formulaic.

- 90% to LEAs based on Title I populations (\$395,947,837).
 - LEAs must reserve at least 20% of their allocation “to address learning loss through the implementation of evidence-based interventions and ensure that those interventions respond to students’ social, emotional, and academic needs and address the disproportionate impact of COVID-19 on underrepresented student subgroups.”
 - The remaining 80% may be used for a wide range of activities to address needs arising from the pandemic (see Attachment 3 for detail).
- 10% State Education Agency reserve (\$43,994,204)
 - 5% of total ARP ESSER for implementation of evidence-based interventions aimed specifically at addressing learning loss
 - 1% of total ARP ESSER for evidence-based summer enrichment programs
 - 1% of total ARP ESSER for evidence-based comprehensive afterschool programs
 - Up to ½ of 1% of total ARP ESSER for administrative costs and emergency needs (\$2,199,710)
 - The remainder (at least 2.5%) “for emergency needs as determined by the State educational agency to address issues responding to coronavirus, which may be addressed through the use of grants or contracts.”

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ATTACHMENTS

- Attachment 1 – ARP ESSER Fact Sheet
- Attachment 2 – ARP ESSER LEA Allocations
- Attachment 3 – APR ESSER Uses of Funds

BOARD STAFF COMMENTS AND RECOMMENDATIONS

As referenced above in the Background, one-third of the state’s ARP ESSER allocation will become available after the state submits a plan “that describes, for example, how ARP ESSER funds will be used to safely return students to in-person instruction, maximize in-person instruction time, operate schools, and meet the needs of students, and that addresses other requirements of the ARP ESSER Fund.” The Board may want to discuss these areas which could help inform development of the state’s plan.

The Board could also discuss a recommendation to the legislature regarding spending authority ARP ESSER funds. For example, full spending authority could be provided for FY 2022 with carryover spending authority into to FY 23.

BOARD ACTION

I move to preliminarily designate the use of the 2.5% of the SEA reserve funds to local education agencies who receive no ARP ESSER funds or low ARP ESSER funds based on their Title I student populations, pending final state spending authority appropriations.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

U.S. DEPARTMENT OF EDUCATION FACT SHEET
American Rescue Plan Act of 2021
ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF FUND (ARP ESSER)

This document outlines the American Rescue Plan Elementary and Secondary School Emergency Relief (ARP ESSER) Fund under the American Rescue Plan (ARP) Act of 2021, Public Law 117-2, enacted on March 11, 2021. ARP ESSER provides a total of nearly \$122 billion to States and school districts to help safely reopen and sustain the safe operation of schools and address the impact of the coronavirus pandemic on the nation's students. In addition to ARP ESSER, the ARP Act includes \$3 billion for special education, \$850 million for the Outlying Areas, \$2.75 billion to support non-public schools, and additional funding for homeless children and youth, Tribal educational agencies, Native Hawaiians, and Alaska Natives.

To address the immediate needs of schools and districts, the U.S. Department of Education (Department) will begin making ARP ESSER funds available to States this month.

ARP ESSER OVERVIEW

State Allocation of ARP ESSER Funds

- A State must **subgrant not less than 90 percent of its total ARP ESSER allocation to local educational agencies (LEAs)** (including charter schools that are LEAs) in the State to help meet a wide range of needs arising from the coronavirus pandemic, including reopening schools safely, sustaining their safe operation, and addressing students' social, emotional, mental health, and academic needs resulting from the pandemic. The State must allocate these funds to LEAs on the basis of their respective shares of funds received under Title I, Part A of the Elementary and Secondary Education Act of 1965 (ESEA) in fiscal year (FY) 2020.
- The ARP ESSER Fund includes **three State-level reservations for activities and interventions that respond to students' academic, social, and emotional needs and address the disproportionate impact of COVID-19 on underrepresented student subgroups**, including each major racial and ethnic group, children from low-income families, children with disabilities, English learners, gender, migrant students, students experiencing homelessness, and children and youth in foster care:
 - **5 percent of the total ARP ESSER allocation for the implementation of evidence-based interventions aimed specifically at addressing learning loss**, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
 - **1 percent of the total ARP ESSER allocation for evidence-based summer enrichment programs.**
 - **1 percent of the total ARP ESSER allocation for evidence-based comprehensive afterschool programs.**
- A State may use **up to ½ of 1 percent of its total ARP ESSER allocation for administrative costs and emergency needs** as determined by the State to address issues related to COVID-19.

Reservation for Homeless Children & Youth

The ARP ESSER Fund also requires the Department to reserve \$800 million to support efforts to identify homeless children and youth, and provide them with comprehensive, wrap-around services that address needs arising from the COVID-19 pandemic and allow them to attend school and participate fully in all school activities. The Department will award these funds expeditiously, and will work to coordinate these new resources with supports provided through the McKinney-Vento Homeless Assistance Act as well as other ARP ESSER Fund activities targeting homeless children and youth.

LEA Use of ARP ESSER Funds

Of the total amount allocated to an LEA from the State’s ARP ESSER award, the LEA must **reserve at least 20 percent of funds to address learning loss through the implementation of evidence-based interventions and ensure that those interventions respond to students’ social, emotional, and academic needs and address the disproportionate impact of COVID-19 on underrepresented student subgroups** (each major racial and ethnic group, children from low-income families, children with disabilities, English learners, gender, migrant students, students experiencing homelessness, and children and youth in foster care).

Remaining LEA funds may be used for a **wide range of activities** to address needs arising from the coronavirus pandemic, including any activity authorized by the ESEA, the Individuals with Disabilities Education Act (IDEA), Adult Education and Family Literacy Act (AEFLA), or Carl D. Perkins Career and Technical Education Act of 2006 (Perkins CTE). Specifically, ARP ESSER funds may be used to develop strategies and implement public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) on reopening and operating schools to effectively maintain the health and safety of students, educators, and other staff, as well as:

- coordinating preparedness and response efforts with State, local, Tribal, and territorial public health departments to prevent, prepare for, and respond to COVID-19;
- training and professional development on sanitizing and minimizing the spread of infectious diseases;
- purchasing supplies to sanitize and clean the LEA’s facilities;
- repairing and improving school facilities to reduce risk of virus transmission and exposure to environmental health hazards;
- improving indoor air quality;
- addressing the needs of children from low-income families, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth;
- developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
- planning for or implementing activities during long-term closures, including providing meals to eligible students and providing technology for online learning;
- purchasing educational technology (including hardware, software, connectivity, assistive technology, and adaptive equipment) for students that aids in regular and substantive educational interaction between students and their classroom instructors, including students from low-income families and children with disabilities;
- providing mental health services and supports, including through the implementation of evidence-based full-service community schools and the hiring of counselors;

- planning and implementing activities related to summer learning and supplemental after-school programs;
- addressing learning loss; and
- other activities that are necessary to maintain operation of and continuity of and services, including continuing to employ existing or hiring new LEA and school staff

LEA Safe Return to In-Person Instruction Plan

An LEA that receives ARP ESSER funds must, within 30 days of receiving the funds, make publicly available on its website a plan for the safe return to in-person instruction and continuity of services. Before making the plan publicly available, the LEA must seek public comment on the plan.

Comparison of ESSER Fund (CARES Act), ESSER II Fund (CRRSA Act), and ARP ESSER (ARP Act)

This following table outlines the primary differences between the American Rescue Plan Elementary and Secondary School Emergency Relief (ARP ESSER) Fund under the American Rescue Plan (ARP) Act 2021, Public Law 117-2, enacted on March 11, 2021; the ESSER II Fund under the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, enacted on December 27, 2020; and the ESSER Fund under the Coronavirus Aid, Relief, and Economic Security (CARES) Act enacted on March 27, 2020.

Topic	ESSER Fund (CARES Act)	ESSER II Fund (CRRSA Act)	ARP ESSER (ARP Act)
Authorizing Legislation	Section 18003 of Division B of the Coronavirus Aid, Relief, and Economic Security (CARES) Act	Section 313 of the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act	Section 2001 of the American Rescue Plan (ARP) Act
Period of Funds Availability, excluding 12-month Tydings Amendment period	May be used for pre-award costs dating back to March 13, 2020, when the national emergency was declared. Available for obligation by State educational agencies (SEAs) and subrecipients through September 30, 2021.	May be used for pre-award costs dating back to March 13, 2020, when the national emergency was declared. Available for obligation by SEAs and subrecipients through September 30, 2022.	May be used for pre-award costs dating back to March 13, 2020, when the national emergency was declared. Available for obligation by SEAs and subrecipients through September 30, 2023.
SEA Deadline for Awarding Funds	An SEA must award the funds within one year of receiving them, which will be April through June 2021, depending on an SEA’s award date.	An SEA must award the funds within one year of receiving them, which will be January 2022.	With respect to making local educational agency (LEA) subgrants (90% of the total ARP ESSER allocation), the SEA must allocate ARP ESSER funds in an expedited and timely manner and, to the extent practicable, not later than 60 days after the SEA receives those funds. An SEA must award ARP ESSER funds not allocated to LEAs within one year of the date the SEA receives those funds.
Definition of “Awarded”	For the 90 percent of funds for LEAs, funds are generally considered “awarded” when the SEA subgrants the funds to an LEA. For the SEA reserve (see section 18003(e)), funds	Same as ESSER: For the 90 percent of funds for LEAs, funds are generally considered “awarded” when the SEA subgrants the funds to an LEA. For the SEA reserve (see section 313(e)), funds are “awarded” when the SEA	Same as ESSER: For the 90 percent of funds for LEAs, funds are generally considered “awarded” when the SEA subgrants the funds to an LEA. For the funds that the SEA reserves (section 2001(f)),

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Topic	ESSER Fund (CARES Act)	ESSER II Fund (CRRSA Act)	ARP ESSER (ARP Act)
	<p>are “awarded” when the SEA awards a contract or subgrant, or when it retains funds to provide direct services.</p>	<p>awards a contract or subgrant, or when it retains funds to provide direct services.</p>	<p>funds are “awarded” when the SEA awards a contract or subgrant, or when it retains funds to provide direct services.</p>
<p>LEA Uses of Funds and Reservations</p>	<p>The CARES Act includes allowable uses of funds related to preventing, preparing for, and responding to COVID-19.</p> <p>ESSER funds may be used for the same allowable purposes as ESSER II and ARP ESSER, including hiring new staff and avoiding layoffs.</p> <p>No required reservations of funds.</p>	<p>ESSER II funds may be used for the same allowable purposes as ESSER and ARP ESSER, including hiring new staff and avoiding layoffs.</p> <p>Note that the “additional” LEA allowable uses of funds under the CRRSA Act (addressing learning loss, preparing schools for reopening, and testing, repairing, and upgrading projects to improve air quality in school buildings) already are permitted under the CARES Act.</p> <p>No required reservations of funds.</p>	<p>An LEA must reserve not less than 20 percent of its total ARP ESSER allocation to address learning loss through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs, and ensure that such interventions respond to students’ academic, social, and emotional needs and address the disproportionate impact of COVID-19 on underrepresented student subgroups.</p> <p>The remaining ARP ESSER funds may be used for the same allowable purposes as ESSER and ESSER II, including hiring new staff and avoiding layoffs.</p> <p>Note that section 2001(e) specifically authorizes an LEA to use ARP ESSER funds to develop strategies and implement public health protocols including, to the greatest extent practicable, policies in line with guidance from the CDC for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff. An LEA may also</p>

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Topic	ESSER Fund (CARES Act)	ESSER II Fund (CRRSA Act)	ARP ESSER (ARP Act)
			use its ESSER and ESSER II funds for this purpose, although it is not expressly listed in the CARES or CRRSA Act.
Equitable Services	An LEA that receives ESSER funds under the CARES Act (section 18005) must provide equitable services to non-public school students and teachers in the same manner as provided under section 1117 of Title I, Part A of the ESEA.	The CRRSA Act (section 312(d)) includes a separate program of Emergency Assistance for Non-Public Schools under which eligible non-public schools may apply to an SEA to receive services or assistance. Consequently, LEAs do not provide equitable services under ESSER II.	The ARP (section 2002) includes a separate program of Emergency Assistance for Non-Public Schools (EANS). Consequently, LEAs do not provide equitable services under ARP ESSER. Under EANS, an SEA provides services or assistance to non-public schools that enroll a significant percentage of children from low-income families and are most impacted by COVID-19. EANS funds may not be used to provide reimbursements for costs incurred by non-public schools.
Maintenance of Effort (MOE)	Under the CARES Act (section 18008), there is a State MOE requirement for each of fiscal years (FYs) 2020 and 2021 (based on dollar levels of State support for education).	Under the CRRSA Act (section 317), there is a State MOE requirement for FY 2022 (based on percentages of the State’s overall spending used to support education).	Under the ARP (section 2004(a)), there is a State MOE requirement for each of FYs 2022 and 2023 (based on percentages of the State’s overall spending used to support education).
Maintenance of Equity	Not applicable	Not applicable	The ARP (section 2004(b) and (c)) contains both State and LEA maintenance of equity requirements for each of FYs 2022 and 2023. The Department intends to provide additional guidance on these important requirements.
Reporting	An SEA must meet the reporting requirements of section 15011, which are satisfied through the Federal Funding Accountability and	An SEA must meet the CARES Act reporting requirements that apply to ESSER funds and submit a report to the Secretary within six months of award that contains a detailed	An SEA must comply with all reporting requirements at such time and in such manner and containing such information as the Secretary may reasonably require.

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Topic	ESSER Fund (CARES Act)	ESSER II Fund (CRRSA Act)	ARP ESSER (ARP Act)
	Transparency Act (FFATA) reporting, and other reporting as the Secretary may require.	accounting of the use of ESSER II funds, that includes how the State is using funds to measure and address learning loss among students disproportionately affected by the coronavirus and school closures, including: children from low-income families, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care.	FFATA reporting requirements apply.
Tracking of Funds	ESSER funds must be tracked separately from other funds (including from ESSER II and ARP ESSER funds).	ESSER II funds must be tracked separately from other funds (including from ESSER and ARP ESSER funds).	ARP funds must be tracked separately from other funds (including from ESSER and ESSER II funds).

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LEA #	LEA Name	ESSER III Preliminary Total Allocation	First Allocation - NLT 5.25.2021 (Sec. 2001(d)(2))		Second Allocation - Allocated after U.S. Dept of ED Approves Idaho's State Set-aside Reserve Plan and Application (GAN, Attachment T)	
			ESSER III Allocation	ESSER III Allocation	ESSER III Allocation	ESSER III Allocation
			80% Flow- Through	20% Learning Loss	80% Flow- Through	20% Learning Loss
1	BOISE INDEPENDENT DISTRICT	\$33,044,158	\$17,623,551	\$4,405,888	\$8,811,776	\$2,202,944
2	JOINT SCHOOL DISTRICT NO. 2	\$31,088,473	\$16,580,519	\$4,145,130	\$8,290,259	\$2,072,565
3	KUNA JOINT DISTRICT	\$6,550,668	\$3,493,689	\$873,422	\$1,746,845	\$436,711
11	MEADOWS VALLEY DISTRICT	\$434,186	\$231,566	\$57,891	\$115,783	\$28,946
13	COUNCIL DISTRICT	\$472,493	\$251,996	\$62,999	\$125,998	\$31,500
21	MARSH VALLEY JOINT DISTRICT	\$1,510,160	\$805,419	\$201,355	\$402,709	\$100,677
25	POCATELLO DISTRICT	\$19,109,471	\$10,191,718	\$2,547,929	\$5,095,859	\$1,273,965
33	BEAR LAKE COUNTY DISTRICT	\$1,333,246	\$711,064	\$177,766	\$355,532	\$88,883
41	ST MARIES JOINT DISTRICT	\$1,188,137	\$633,673	\$158,418	\$316,837	\$79,209
44	PLUMMER-WORLEY JOINT DISTRICT	\$2,102,611	\$1,121,392	\$280,348	\$560,696	\$140,174
52	SNAKE RIVER DISTRICT	\$2,351,146	\$1,253,944	\$313,486	\$626,972	\$156,743
55	BLACKFOOT DISTRICT	\$5,143,912	\$2,743,420	\$685,855	\$1,371,710	\$342,927
58	ABERDEEN DISTRICT	\$1,128,423	\$601,825	\$150,456	\$300,913	\$75,228
59	FIRTH DISTRICT	\$646,429	\$344,762	\$86,191	\$172,381	\$43,095
60	SHELLEY JOINT DISTRICT	\$1,902,149	\$1,014,479	\$253,620	\$507,240	\$126,810
61	BLAINE COUNTY DISTRICT	\$2,080,027	\$1,109,348	\$277,337	\$554,674	\$138,668
71	GARDEN VALLEY DISTRICT	\$663,858	\$354,057	\$88,514	\$177,029	\$44,257
72	BASIN SCHOOL DISTRICT	\$478,744	\$255,330	\$63,832	\$127,665	\$31,916
73	HORSESHOE BEND SCHOOL DISTRICT	\$373,295	\$199,091	\$49,773	\$99,545	\$24,886
83	WEST BONNER COUNTY DISTRICT	\$3,070,768	\$1,637,743	\$409,436	\$818,872	\$204,718

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			ESSER III Allocation	ESSER III Allocation	ESSER III Allocation	ESSER III Allocation
			80% Flow- Through	20% Learning Loss	80% Flow- Through	20% Learning Loss
84	LAKE PEND OREILLE SCHOOL DISTRICT	\$5,717,558	\$3,049,364	\$762,341	\$1,524,682	\$381,171
91	IDAHO FALLS DISTRICT	\$14,812,737	\$7,900,126	\$1,975,032	\$3,950,063	\$987,516
93	BONNEVILLE JOINT DISTRICT	\$11,253,871	\$6,002,064	\$1,500,516	\$3,001,032	\$750,258
101	BOUNDARY COUNTY DISTRICT	\$3,564,676	\$1,901,160	\$475,290	\$950,580	\$237,645
111	BUTTE COUNTY JOINT DISTRICT	\$643,980	\$343,456	\$85,864	\$171,728	\$42,932
121	CAMAS COUNTY DISTRICT	\$193,615	\$103,262	\$25,815	\$51,631	\$12,908
131	NAMPA SCHOOL DISTRICT	\$26,814,528	\$14,301,082	\$3,575,270	\$7,150,541	\$1,787,635
132	CALDWELL DISTRICT	\$14,270,779	\$7,611,082	\$1,902,770	\$3,805,541	\$951,385
133	WILDER DISTRICT	\$1,459,079	\$778,176	\$194,544	\$389,088	\$97,272
134	MIDDLETON DISTRICT	\$2,539,937	\$1,354,633	\$338,658	\$677,316	\$169,329
135	NOTUS DISTRICT	\$576,478	\$307,455	\$76,864	\$153,727	\$38,432
136	MELBA JOINT DISTRICT	\$855,465	\$456,248	\$114,062	\$228,124	\$57,031
137	PARMA DISTRICT	\$1,386,635	\$739,539	\$184,885	\$369,769	\$92,442
139	VALLIVUE SCHOOL DISTRICT	\$9,081,618	\$4,843,529	\$1,210,882	\$2,421,765	\$605,441
148	GRACE JOINT DISTRICT	\$468,080	\$249,643	\$62,411	\$124,821	\$31,205
149	NORTH GEM DISTRICT	\$133,747	\$71,332	\$17,833	\$35,666	\$8,916
150	SODA SPRINGS JOINT DISTRICT	\$714,188	\$380,900	\$95,225	\$190,450	\$47,613
151	CASSIA COUNTY JOINT DISTRICT	\$6,925,316	\$3,693,502	\$923,375	\$1,846,751	\$461,688
161	CLARK COUNTY DISTRICT	\$253,947	\$135,439	\$33,860	\$67,719	\$16,930
171	OROFINO JOINT DISTRICT	\$1,872,203	\$998,509	\$249,627	\$499,254	\$124,814

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			ESSER III Allocation	ESSER III Allocation	ESSER III Allocation	ESSER III Allocation
			80% Flow- Through	20% Learning Loss	80% Flow- Through	20% Learning Loss
181	CHALLIS JOINT DISTRICT	\$1,063,862	\$567,393	\$141,848	\$283,697	\$70,924
182	MACKAY JOINT DISTRICT	\$185,386	\$98,873	\$24,718	\$49,436	\$12,359
192	GLENNS FERRY JOINT DISTRICT	\$1,171,495	\$624,797	\$156,199	\$312,399	\$78,100
193	MOUNTAIN HOME DISTRICT	\$6,614,618	\$3,527,796	\$881,949	\$1,763,898	\$440,975
201	PRESTON JOINT DISTRICT	\$1,903,620	\$1,015,264	\$253,816	\$507,632	\$126,908
202	WEST SIDE JOINT DISTRICT	\$595,194	\$317,437	\$79,359	\$158,718	\$39,680
215	FREMONT COUNTY JOINT DISTRICT	\$3,844,237	\$2,050,260	\$512,565	\$1,025,130	\$256,282
221	EMMETT INDEPENDENT DISTRICT	\$4,574,133	\$2,439,538	\$609,884	\$1,219,769	\$304,942
231	GOODING JOINT DISTRICT	\$2,064,370	\$1,100,997	\$275,249	\$550,499	\$137,625
232	WENDELL DISTRICT	\$1,626,044	\$867,223	\$216,806	\$433,612	\$108,403
233	HAGERMAN JOINT DISTRICT	\$619,543	\$330,423	\$82,606	\$165,211	\$41,303
234	BLISS JOINT DISTRICT	\$237,232	\$126,524	\$31,631	\$63,262	\$15,815
242	COTTONWOOD JOINT DISTRICT	\$574,573	\$306,439	\$76,610	\$153,220	\$38,305
243	SALMON RIVER JOINT SCHOOL DISTRICT	\$264,831	\$141,243	\$35,311	\$70,622	\$17,655
244	MOUNTAIN VIEW SCHOOL DISTRICT	\$1,894,155	\$1,010,216	\$252,554	\$505,108	\$126,277
251	JEFFERSON COUNTY JOINT DISTRICT	\$4,534,687	\$2,418,500	\$604,625	\$1,209,250	\$302,312
252	RIRIE JOINT DISTRICT	\$379,046	\$202,158	\$50,539	\$101,079	\$25,270
253	WEST JEFFERSON DISTRICT	\$651,032	\$347,217	\$86,804	\$173,609	\$43,402
261	JEROME JOINT DISTRICT	\$5,898,341	\$3,145,782	\$786,445	\$1,572,891	\$393,223
262	VALLEY DISTRICT	\$714,152	\$380,881	\$95,220	\$190,440	\$47,610

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			ESSER III Allocation	ESSER III Allocation	ESSER III Allocation	ESSER III Allocation
			80% Flow- Through	20% Learning Loss	80% Flow- Through	20% Learning Loss
271	COEUR D'ALENE DISTRICT	\$13,496,023	\$7,197,879	\$1,799,470	\$3,598,939	\$899,735
272	LAKELAND DISTRICT	\$5,863,932	\$3,127,430	\$781,858	\$1,563,715	\$390,929
273	POST FALLS DISTRICT	\$8,120,858	\$4,331,124	\$1,082,781	\$2,165,562	\$541,391
274	KOOTENAI DISTRICT	\$361,154	\$192,615	\$48,154	\$96,308	\$24,077
281	MOSCOW DISTRICT	\$2,541,988	\$1,355,727	\$338,932	\$677,864	\$169,466
282	GENESEE JOINT DISTRICT	\$288,923	\$154,092	\$38,523	\$77,046	\$19,262
283	KENDRICK JOINT DISTRICT	\$227,775	\$121,480	\$30,370	\$60,740	\$15,185
285	POTLATCH DISTRICT	\$536,281	\$286,017	\$71,504	\$143,008	\$35,752
287	TROY SCHOOL DISTRICT	\$229,238	\$122,260	\$30,565	\$61,130	\$15,283
288	WHITEPINE JOINT SCHOOL DISTRICT	\$276,781	\$147,617	\$36,904	\$73,808	\$18,452
291	SALMON DISTRICT	\$1,828,013	\$974,940	\$243,735	\$487,470	\$121,868
292	SOUTH LEMHI DISTRICT	\$151,771	\$80,945	\$20,236	\$40,472	\$10,118
302	NEZPERCE JOINT DISTRICT	\$161,846	\$86,318	\$21,579	\$43,159	\$10,790
304	KAMIAH JOINT DISTRICT	\$2,766,741	\$1,475,595	\$368,899	\$737,797	\$184,449
305	HIGHLAND JOINT DISTRICT	\$233,790	\$124,688	\$31,172	\$62,344	\$15,586
312	SHOSHONE JOINT DISTRICT	\$766,490	\$408,795	\$102,199	\$204,397	\$51,099
314	DIETRICH DISTRICT	\$396,254	\$211,335	\$52,834	\$105,668	\$26,417
316	RICHFIELD DISTRICT	\$405,035	\$216,018	\$54,005	\$108,009	\$27,002
321	MADISON DISTRICT	\$7,701,145	\$4,107,277	\$1,026,819	\$2,053,639	\$513,410
322	SUGAR-SALEM JOINT DISTRICT	\$1,585,884	\$845,805	\$211,451	\$422,902	\$105,726

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			ESSER III Allocation	ESSER III Allocation	ESSER III Allocation	ESSER III Allocation
			80% Flow- Through	20% Learning Loss	80% Flow- Through	20% Learning Loss
331	MINIDOKA COUNTY JOINT DISTRICT	\$5,692,239	\$3,035,861	\$758,965	\$1,517,930	\$379,483
340	LEWISTON INDEPENDENT DISTRICT	\$5,668,941	\$3,023,435	\$755,859	\$1,511,718	\$377,929
341	LAPWAI DISTRICT	\$1,244,821	\$663,905	\$165,976	\$331,952	\$82,988
342	CULDESAC JOINT DISTRICT	\$224,208	\$119,578	\$29,894	\$59,789	\$14,947
351	ONEIDA COUNTY DISTRICT	\$998,691	\$532,635	\$133,159	\$266,318	\$66,579
363	MARSING JOINT DISTRICT	\$1,948,817	\$1,039,369	\$259,842	\$519,685	\$129,921
365	BRUNEAU-GRAND VIEW JOINT SCHOOL DISTRICT	\$852,046	\$454,424	\$113,606	\$227,212	\$56,803
370	HOMEDALE JOINT DISTRICT	\$2,035,190	\$1,085,434	\$271,359	\$542,717	\$135,679
371	PAYETTE JOINT DISTRICT	\$3,222,885	\$1,718,872	\$429,718	\$859,436	\$214,859
372	NEW PLYMOUTH DISTRICT	\$1,379,583	\$735,778	\$183,944	\$367,889	\$91,972
373	FRUITLAND DISTRICT	\$1,536,017	\$819,209	\$204,802	\$409,604	\$102,401
381	AMERICAN FALLS JOINT DISTRICT	\$2,648,695	\$1,412,637	\$353,159	\$706,319	\$176,580
382	ROCKLAND DISTRICT	\$201,616	\$107,529	\$26,882	\$53,764	\$13,441
391	KELLOGG JOINT DISTRICT	\$2,362,191	\$1,259,835	\$314,959	\$629,918	\$157,479
392	MULLAN DISTRICT	\$450,740	\$240,394	\$60,099	\$120,197	\$30,049
393	WALLACE DISTRICT	\$1,203,845	\$642,051	\$160,513	\$321,025	\$80,256
401	TETON COUNTY DISTRICT	\$1,840,368	\$981,530	\$245,382	\$490,765	\$122,691
411	TWIN FALLS DISTRICT	\$15,983,452	\$8,524,508	\$2,131,127	\$4,262,254	\$1,065,563
412	BUHL JOINT DISTRICT	\$2,465,801	\$1,315,094	\$328,774	\$657,547	\$164,387
413	FILER DISTRICT	\$1,678,978	\$895,455	\$223,864	\$447,727	\$111,932

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			ESSER III Allocation	ESSER III Allocation	ESSER III Allocation	ESSER III Allocation
			80% Flow- Through	20% Learning Loss	80% Flow- Through	20% Learning Loss
414	KIMBERLY DISTRICT	\$1,306,904	\$697,015	\$174,254	\$348,508	\$87,127
415	HANSEN DISTRICT	\$683,772	\$364,679	\$91,170	\$182,339	\$45,585
417	CASTLEFORD DISTRICT	\$473,250	\$252,400	\$63,100	\$126,200	\$31,550
418	MURTAUGH JOINT DISTRICT	\$346,637	\$184,873	\$46,218	\$92,436	\$23,109
421	MCCALL-DONNELLY JOINT SCHOOL DISTRICT	\$816,872	\$435,665	\$108,916	\$217,832	\$54,458
422	CASCADE DISTRICT	\$1,403,138	\$748,340	\$187,085	\$374,170	\$93,543
431	WEISER DISTRICT	\$2,371,457	\$1,264,777	\$316,194	\$632,389	\$158,097
432	CAMBRIDGE JOINT DISTRICT	\$324,604	\$173,122	\$43,281	\$86,561	\$21,640
433	MIDVALE DISTRICT	\$245,887	\$131,140	\$32,785	\$65,570	\$16,392
451	VICTORY CHARTER SCHOOL, INC.	\$318,633	\$169,938	\$42,484	\$84,969	\$21,242
452	IDAHO VIRTUAL ACADEMY, INC.	\$3,816,785	\$2,035,618	\$508,905	\$1,017,809	\$254,452
454	ROLLING HILLS PUBLIC CHARTER SCHOOL, INC.	\$296,093	\$157,916	\$39,479	\$78,958	\$19,740
455	COMPASS PUBLIC CHARTER SCHOOL, INC.	\$607,159	\$323,818	\$80,954	\$161,909	\$40,477
456	FALCON RIDGE PUBLIC CHARTER SCHOOL, INC.	\$187,379	\$99,936	\$24,984	\$49,968	\$12,492
457	INSPIRE ACADEMICS, INC.	\$1,925,093	\$1,026,716	\$256,679	\$513,358	\$128,340
458	LIBERTY CHARTER SCHOOL, INC.	\$323,876	\$172,734	\$43,184	\$86,367	\$21,592
460	THE ACADEMY, INC.	\$422,574	\$225,373	\$56,343	\$112,686	\$28,172
461	TAYLOR'S CROSSING PUBLIC CHARTER SCHOOL, INC.	\$357,234	\$190,525	\$47,631	\$95,262	\$23,816
462	XAVIER CHARTER SCHOOL, INC.	\$426,141	\$227,275	\$56,819	\$113,637	\$28,409
463	VISION CHARTER SCHOOL, INC.	\$541,995	\$289,064	\$72,266	\$144,532	\$36,133

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LEA #	LEA Name	ESSER III Preliminary Total Allocation	First Allocation - NLT 5.25.2021 (Sec. 2001(d)(2))		Second Allocation - Allocated after U.S. Dept of ED Approves Idaho's State Set-aside Reserve Plan and Application (GAN, Attachment T)	
			ESSER III Allocation	ESSER III Allocation	ESSER III Allocation	ESSER III Allocation
			80% Flow- Through	20% Learning Loss	80% Flow- Through	20% Learning Loss
464	WHITE PINE CHARTER SCHOOL, INC.	\$368,522	\$196,545	\$49,136	\$98,273	\$24,568
465	NORTH VALLEY ACADEMY, INC.	\$354,182	\$188,897	\$47,224	\$94,449	\$23,612
466	ISUCCEED VIRTUAL HIGH SCHOOL, INC.	\$1,104,980	\$589,323	\$147,331	\$294,661	\$73,665
468	IDAHO SCIENCE AND TECHNOLOGY CHARTER SCHOOL, INC.	\$550,849	\$293,786	\$73,447	\$146,893	\$36,723
472	PALOUSE PRAIRIE EDUCATIONAL ORGANIZATION, INC.	\$135,556	\$72,296	\$18,074	\$36,148	\$9,037
473	THE VILLAGE CHARTER SCHOOL, INC.	\$379,031	\$202,150	\$50,537	\$101,075	\$25,269
474	MONTICELLO MONTESSORI CHARTER SCHOOL, INC.	\$363,411	\$193,819	\$48,455	\$96,910	\$24,227
475	THE SAGE INTERNATIONAL SCHOOL OF BOISE PUBLIC CHARTER SCHOOL, INC.	\$976,732	\$520,924	\$130,231	\$260,462	\$65,115
476	ANOTHER CHOICE VIRTUAL CHARTER SCHOOL, INC.	\$937,595	\$500,050	\$125,013	\$250,025	\$62,506
477	BLACKFOOT CHARTER COMMUNITY LEARNING CENTER, INC.	\$958,833	\$511,378	\$127,844	\$255,689	\$63,922
478	LEGACY PUBLIC CHARTER SCHOOL, INC.	\$289,746	\$154,531	\$38,633	\$77,266	\$19,316
479	HERITAGE ACADEMY, INC.	\$378,112	\$201,660	\$50,415	\$100,830	\$25,207
481	HERITAGE COMMUNITY CHARTER SCHOOL, INC.	\$911,297	\$486,025	\$121,506	\$243,012	\$60,753
482	AMERICAN HERITAGE CHARTER SCHOOL, INC.	\$296,196	\$157,971	\$39,493	\$78,986	\$19,746
483	CHIEF TAHGEE ELEMENTARY ACADEMY, INC.	\$320,118	\$170,730	\$42,682	\$85,365	\$21,341
485	IDAHO STEM ACADEMY, INC.	\$156,294	\$83,357	\$20,839	\$41,678	\$10,420
487	SANDPOINT CHARTER SCHOOL, INC.	\$568,903	\$303,415	\$75,854	\$151,708	\$37,927
488	SYRINGA MOUNTAIN SCHOOL, INC.	\$156,500	\$83,467	\$20,867	\$41,733	\$10,433
492	ANSER OF IDAHO, INC.	\$325,832	\$173,777	\$43,444	\$86,889	\$21,722
494	THE POCATELLO COMMUNITY CHARTER SCHOOL, INC.	\$511,027	\$272,548	\$68,137	\$136,274	\$34,068

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
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ATTACHMENT 2



LEA #	LEA Name	ESSER III Preliminary Total Allocation	First Allocation - NLT 5.25.2021 (Sec. 2001(d)(2))		Second Allocation - Allocated after U.S. Dept of ED Approves Idaho's State Set-aside Reserve Plan and Application (GAN, Attachment T)	
			ESSER III Allocation	ESSER III Allocation	ESSER III Allocation	ESSER III Allocation
			80% Flow- Through	20% Learning Loss	80% Flow- Through	20% Learning Loss
495	ALTURAS INTERNATIONAL ACADEMY, INC.	\$525,221	\$280,118	\$70,029	\$140,059	\$35,015
496	GEM PREP: POCATELLO, LLC	\$515,938	\$275,167	\$68,792	\$137,583	\$34,396
497	PATHWAYS IN EDUCATION - NAMPA, INC.	\$280,414	\$149,554	\$37,389	\$74,777	\$18,694
498	GEM PREP: MERIDIAN, LLC	\$572,089	\$305,114	\$76,279	\$152,557	\$38,139
499	FUTURE PUBLIC SCHOOL, INC.	\$454,062	\$242,166	\$60,542	\$121,083	\$30,271
508	HAYDEN CANYON CHARTER SCHOOL, INC.	\$204,985	\$109,325	\$27,331	\$54,663	\$13,666
511	PEACE VALLEY CHARTER SCHOOL, INC.	\$181,908	\$97,018	\$24,254	\$48,509	\$12,127
513	PROJECT IMPACT STEM ACADEMY, INC.	\$277,267	\$147,876	\$36,969	\$73,938	\$18,484
523	ELEVATE ACADEMY INC.	\$596,885	\$318,339	\$79,585	\$159,169	\$39,792
528	FORGE INTERNATIONAL, LLC	\$243,012	\$129,606	\$32,402	\$64,803	\$16,201
531	FERN-WATERS PUBLIC CHARTER SCHOOL, INC.	\$157,419	\$83,957	\$20,989	\$41,978	\$10,495
532	TREASURE VALLEY CLASSICAL ACADEMY, INC.	\$215,721	\$115,051	\$28,763	\$57,526	\$14,381
534	GEM PREP: ONLINE LLC	\$761,276	\$406,014	\$101,503	\$203,007	\$50,752
544	MOSAICS PUBLIC SCHOOL, INC.	\$256,602	\$136,854	\$34,214	\$68,427	\$17,107
549	Gem Prep: Meridian North LLC.	\$284,559	\$151,765	\$37,941	\$75,882	\$18,971
550	DORAL ACADEMY OF IDAHO, INC.	\$98,220	\$52,384	\$13,096	\$26,192	\$6,548
559	THOMAS JEFFERSON CHARTER SCHOOL, INC.	\$232,944	\$124,237	\$31,059	\$62,119	\$15,530
560	Alturas Preparatory Academy, Inc.	\$234,789	\$125,221	\$31,305	\$62,610	\$15,653
566	Cardinal Academy, Incorporated	\$208,161	\$111,019	\$27,755	\$55,510	\$13,877
795	Idaho Arts Charter School, Inc.	\$1,118,488	\$596,527	\$149,132	\$298,263	\$74,566

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
APRIL 5, 2021**

ATTACHMENT 2



LEA #	LEA Name	ESSER III Preliminary Total Allocation	First Allocation - NLT 5.25.2021 (Sec. 2001(d)(2))		Second Allocation - Allocated after U.S. Dept of ED Approves Idaho's State Set-aside Reserve Plan and Application (GAN, Attachment T)	
			ESSER III Allocation	ESSER III Allocation	ESSER III Allocation	ESSER III Allocation
			80% Flow-Through	20% Learning Loss	80% Flow-Through	20% Learning Loss
796	Gem Prep: Nampa LLC	\$829,404	\$442,349	\$110,587	\$221,174	\$55,294
Total			\$394,688,946			
Total Allocation			\$395,947,837			
Retained for sig. exp. charter LEAs; subject to reallocation			\$1,258,891			



American Rescue Plan ESSER

Uses of Funds

Sec. 2001(e) USES OF FUNDS. — A local educational agency that receives funds under this section —

(1) shall reserve not less than 20 percent of such funds to address learning loss through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs, and ensure that such interventions respond to students' academic, social, and emotional needs and address the disproportionate impact of the coronavirus on the student subgroups described in section 1111(b)(2)(B)(xi) of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6311(b)(2)(B)(xi)), students experiencing homelessness, and children and youth in foster care; and

(2) shall use the remaining funds for any of the following:

(A) Any activity authorized by the Elementary and Secondary Education Act of 1965.

(B) Any activity authorized by the Individuals with Disabilities Education Act.

(C) Any activity authorized by the Adult Education and Family Literacy Act.

(D) Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006.

(E) Coordination of preparedness and response efforts of local educational agencies with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to coronavirus.

(F) Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including how outreach and service delivery will meet the needs of each population.

(G) Developing and implementing procedures and systems to improve the preparedness and response efforts of local educational agencies.

(H) Training and professional development for staff of the local educational agency on sanitation and minimizing the spread of infectious diseases.

(I) Purchasing supplies to sanitize and clean the facilities of a local educational agency, including buildings operated by such agency.

(J) Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under the Individuals with Disabilities Education Act and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements.

(K) Purchasing educational technology (including hardware, software, and connectivity) for students who are served by the local educational agency that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment.

(L) Providing mental health services and supports, including through the implementation of evidence-based full-service community schools.

(M) Planning and implementing activities related to summer learning and supplemental afterschool programs, including providing class-room instruction or online learning during the summer months and addressing the needs of low-income students, children with disabilities, English learners, migrant students, students experiencing homelessness, and children in foster care.

(N) Addressing learning loss among students, including low-income students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care, of the local educational agency, including by—

(i) administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiating instruction;

(ii) implementing evidence-based activities to meet the comprehensive needs of students;

(iii) providing information and assistance to parents and families on how they can effectively support students, including in a distance learning environment; and

(iv) tracking student attendance and improving student engagement in distance education.

(O) School facility repairs and improvements to enable operation of schools to reduce risk of virus transmission and exposure to environmental health hazards, and to support student health needs.

(P) Inspection, testing, maintenance, re-pair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and non-mechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door re-pair and replacement.

(Q) Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff.

(R) Other activities that are necessary to maintain the operation of and continuity of services in local educational agencies and continuing to employ existing staff of the local educational agency.

For Questions Contact

Federal Programs Department
Idaho State Department of Education
650 W State Street, Boise, ID 83702
208 332 6800 | www.sde.idaho.gov

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 5, 2021

TAB	DESCRIPTION	ACTION
1	BOISE STATE UNIVERSITY – MULTI-YEAR EMPLOYMENT AGREEMENT – HEAD FOOTBALL COACH	Action Item
2	BOISE STATE UNIVERSITY – MULTI-YEAR EMPLOYMENT AGREEMENT – ATHLETIC DIRECTOR	Action Item
3	BOISE STATE UNIVERSITY – NETWORK AND SECURITY HARDWAR AND SOFTWARE PROJECT	Action Item

BUSINESS AFFAIRS AND HUMAN RESOURCES COMMITTEE

APRIL 5, 2021

BOISE STATE UNIVERSITY

SUBJECT

Employment Agreement for Head Football Coach

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.

ALIGNMENT WITH STRATEGIC PLAN

Coach employment agreements are a non-strategic, Board governance agenda item.

BACKGROUND/DISCUSSION

Boise State University is requesting approval of a multi-year employment contract for a new Head Football Coach.

The contract is similar to the standard issued by Boise State University and follows the general form approved by the Board as a model contract.

Boise State University named Andy Avalos, a former Bronco student-athlete, assistant coach and defensive coordinator, the 11th football head coach in the program's history as a four-year institution on January 9, 2021. Avalos was a team captain and all-conference linebacker during his playing career (2000-04) under head coaches Dirk Koetter and Dan Hawkins, is just the second graduate of Boise State to lead the Broncos' football program (Bryan Harsin being the first). He previously coached at Boise State from 2012-18 under head coaches Chris Petersen and Bryan Harsin, ascending to defensive coordinator for the 2016-18 seasons before accepting the same role at the University of Oregon for the last two seasons (2018-19). In addition to coaching stops at Boise State (2012-18) and Oregon (2019-20), Avalos also spent time working under Hawkins at Colorado (2006-08), at Sacramento State (2011) and at Nebraska-Kearney (2009-10). During his five seasons as a defensive coordinator, Avalos established himself as one of college football's premier coordinators. He was named a semifinalist for the Broyles Award, which honors college football's top assistant coaches, during his first season at Oregon in 2019. A four-year letterwinner for the Broncos, Avalos earned first-team All-WAC honors at outside linebacker in each of his final two seasons. He completed his career ranked fourth all-time with 355 tackles, and led the Broncos in the statistical category in each of his final three seasons. He was named to the All-Blue Team during the 2016 season, a list of the 30 greatest players at Boise State since the inception of The Blue in 1986.

The term of the proposed agreement is for five (5) years and approximately three (3) months, terminating on March 31, 2026.

BUSINESS AFFAIRS AND HUMAN RESOURCES COMMITTEE
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The annual salary is as follows:

Year 1 - January 10, 2021 – March 31, 2021 =	\$312,309.12 (prorated)
April 1, 2021 – March 31, 2022 =	\$1,400,000
Year 2 - April 1, 2022 – March 31, 2023 =	\$1,475,000
Year 3 - April 1, 2023 – March 31, 2024 =	\$1,550,000
Year 4 - April 1, 2024 – March 31, 2025 =	\$1,625,000
Year 5 - April 1, 2025 – March 31, 2026 =	\$1,700,000

Incentives are as follows, up to a maximum of \$200,000 for any one year and subject to a number of factors including management of the football program budget.

Athletic Achievement Incentive Pay.

- a) \$10,000 for the Team's sixth (6th) Conference win against a Conference opponent.
- b) \$10,000 for the Team's seventh (7th) Conference win against a Conference opponent.
- c) \$15,000 for the Team's eighth (8th) Conference win against a Conference opponent.
- d) \$12,500 if the Team wins against a Power 5 conference opponent in a non-Conference, regular season game.
- e) \$25,000 if the Team is the Conference Division Champion.
- f) \$50,000 if the Team is the Conference Champion.
- g) \$15,000 if the Team participates in a non-Host/CFP Bowl game.
- h) \$10,000 if the Team wins a non-Host/CFP Bowl game.
- i) \$50,000 if the Team participates in a Host Bowl as part of the College Football Playoff (CFP).
- j) \$75,000 if the Team participates in one of the two semi-final Playoff Bowl games in the CFP.
- k) \$100,000 if the Team participates in the CFP Championship Bowl game.
- l) \$100,000 if the Team wins the CFP Championship Bowl game.
- m) \$25,000 if Coach earns Conference Coach of the Year.
- n) \$50,000 if Coach earns National Coach of the Year.

Academic Achievement Incentive Pay.

- a) Grade Point Average (GPA) – \$10,000 if, at the conclusion of the academic year (after the spring semester), the team cumulative GPA (of student-athletes receiving countable financial aid) is a 2.9 or higher.
- b) Academic Progress Rate (APR) – \$10,000 if, at conclusion of the academic year (fall and spring semesters), the team APR meets the number identified below for the corresponding academic year (and consistent with standards of the National Collegiate Athletic Association (NCAA), which may be

BUSINESS AFFAIRS AND HUMAN RESOURCES COMMITTEE

APRIL 5, 2021

adjusted by the NCAA). The football program must not be under any NCAA academic penalty pursuant to the Academic Performance Program or any future NCAA academic program that may enhance or replace it in the future.

- i) Annual APR of 975 or higher for each Academic Year of 2020 – 2021 and 2021 – 2022.
 - ii) Annual APR of 980 or higher for each Academic Year starting in 2022 through the remainder of the Agreement.
- c) Progress Toward Degree – \$10,000 if, in August upon completion of the summer term, 95% of retained scholarship student-athletes meet University, Conference, and NCAA progress toward degree requirements.

Academic/Compliance/Social Conduct Incentive Pay.

\$20,000 if:

- a) At least two of the three Academic Achievement Incentives are attained and an atmosphere of academic importance is demonstrated; and
- b) Dedication to Compliance is demonstrated; and
- c) Dedication to social responsibility is demonstrated by Coach and members of the staff and student-athletes.

Deferred Compensation.

With Board approval, the University will establish a qualified retirement plan, into which an annual contribution of \$100,000 will be made, with vesting to occur only after employment in the position until March 31, 2024.

University has worked with outside tax counsel in the formation of such qualified retirement plan as a deferred compensation vehicle for Mr. Avalos, who would be the sole eligible employee for the plan.

Buyout.

If Coach terminates this Agreement for convenience, then Coach shall pay to the University:

- a) \$3,000,000 if terminated on or before March 31, 2023;
- b) \$2,000,000 if terminated between April 1, 2023 and March 31, 2024;
- c) \$1,000,000 if terminated between April 1, 2024 and March 31, 2026.

IMPACT

Total first year maximum potential annual compensation (including salary, academic incentives and athletic incentives) is \$1,600,000. No appropriated funds are used. Salary and supplemental compensation will be paid only from athletic department revenues and other non-state funds.

ATTACHMENTS

BUSINESS AFFAIRS AND HUMAN RESOURCES COMMITTEE

APRIL 5, 2021

Attachment 1 – Proposed Contract	Page
Attachment 2 – Redline of Proposed Contract to Model Agreement	Page
Attachment 3 – Maximum Compensation Calculation	Page
Attachment 4 – Base Salary and Incentive Comparison	Page
Attachment 5 – Liquidated Damages Comparison	Page
Attachment 6 – APR Summary	Page

STAFF COMMENTS AND RECOMMENDATIONS

The proposed employment agreement is in substantial compliance with the Board-approved model contract, with a base salary of \$1,400,000 and annual retirement contribution of \$100,000. Mr. Avalos will be assigned one vehicle through the University although insurance premiums are the responsibility of the Coach. Moving expenses consistent with University and Board policy, subject to the Board of Examiners guidelines are also within the contract

The contract does contemplate Athletic Achievement Incentives as noted in the background, as well as grade point incentives and incentives related toward student progress toward degree. This structure creates Academic/Compliance and Social Conduct Incentives consistent with the Academic Progress Rate (APR) Standards that are reported to the Board annually and included in Attachment 6. The APR standard is determined through metrics reflecting eligibility and retention data for each student-athlete on scholarship and a perfect score is 1000. The Avalos contract establishes a benchmark of an annual APR of 975 through the 2021-2022 academic year, and 980 for the remainder of the contract. For purposes of context, in August of 2020, Boise State reported a four-year Multiyear Rate of 981

The contract further provides the Coach with an annual budget of \$2,100,000 per year for the employment of the then on-field assistant coaches and establishes an annual increase of \$50,000 for this budget. The Contract further provides an annual budget of \$631,000 per year for the employment of support staff and establishes a \$30,000 annual increase to that budget.

Should the University terminate the Coach for convenience, the University would be responsible for liquidated damages of the remaining base salary of 75% if terminated on or before March 31, 2023, 85% if terminated between April 1, 2023 and March 31, 2025 and 100% if terminated between April 21, 2025 and March 31, 2026. If Coach terminates the Agreement for convenience, he will be responsible for liquidated damages of \$3,000,000 if terminated on or before March 31, 2023; \$2,000,000 if terminated between April 1, 2023 and March 31, 2024, and \$1,000,000 if terminated between April 1, 2024 and March 31, 2026.

BOARD ACTION

I move to approve the request by Boise State University to enter into a five-year, three-month multi-year agreement, as proposed, with Andrew Avalos as its head

BUSINESS AFFAIRS AND HUMAN RESOURCES COMMITTEE

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coach of football, commencing on January 10, 2021 and terminating on March 31, 2026, at a starting annual base salary of \$1,400,000 and such base salary increase and supplemental compensation provisions in substantial conformance with the terms of the Agreement set forth in Attachment 1. I further move to allow Boise State University to establish the deferred compensation plan set forth in attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (the University) and Andrew Avalos (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 (the 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 Athletic Director (Director). Coach shall abide by the reasonable instructions of the 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 related 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 with reporting line directly to the Athletic Director, 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 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years and approximately three (3) months, commencing on January 10, 2021 and terminating, without further notice to Coach, on March 31, 2026 ("Term") unless sooner terminated in accordance with other provisions of this Agreement. Each year hereunder shall run from April 1 to the following March 31; provided that year one shall run from January 10, 2021 through March 31, 2022.

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 the Idaho State Board of Education (Board). 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 as follows:
Year 1 - January 10, 2021 – March 31, 2021 = \$312,309.12 (prorated)
April 1, 2021 – March 31, 2022 = \$1,400,000;
Year 2 - April 1, 2022 – March 31, 2023 = \$1,475,000;
Year 3 - April 1, 2023 – March 31, 2024 = \$1,550,000;
Year 4 - April 1, 2024 – March 31, 2025 = \$1,625,000;
Year 5 - April 1, 2025 – March 31, 2026 = \$1,700,000;
payable in biweekly installments in accordance with normal University procedures, and such additional salary increases as may be determined appropriate by the Director and President and approved by the Board;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees of a comparable level, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements except that, in accordance with Board Policy II.H.6.b.ii, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director;
- c) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the University and Board. Insurance premiums for the assigned vehicle shall be paid by Coach, without reimbursement. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted;
- d) The opportunity to receive such employee benefits as the 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;
- e) Payment or reimbursement of all reasonable moving expenses in accordance with University and Board policy, and State Board of Examiners Moving Policy and Procedures;
- f) Spouse travel to all away games, post-season bowl games and, at the invitation of the Director, other special events;

- g) Spouse and children travel to post-season bowl games; and
- h) Ten (10) complimentary tickets (football, basketball, and otherwise, including parking passes) to University sporting events.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges; provided that any furlough applied to Coach must be applied to all other employees of a comparable level. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation. Each year Coach shall be eligible to receive supplemental compensation as follows:

3.2.1 Athletic Achievement Incentive Pay.

- a) \$10,000 for the Team's sixth (6th) Conference win against a Mountain West Conference (Conference) opponent.
- b) \$10,000 for the Team's seventh (7th) Conference win against a Conference opponent.
- c) \$15,000 for the Team's eighth (8th) Conference win against a Conference opponent.
- d) \$12,500 if the Team wins against a Power 5 conference opponent (defined as a member in the Pac-12 conference, the Southeastern conference (SEC), the Big Ten conference, the Big 12 conference, or the Atlantic Coast conference (ACC), or any successor or equivalent conference to any of the foregoing) in a non-Conference, regular season game.

For the sake of clarity and the avoidance of doubt, this provision shall not apply to bowl games against Power 5 conference opponents.

- e) \$25,000 if the Team is the Mountain Division Champion.
- f) \$50,000 if the Team is the Conference Champion.
- g) \$15,000 if the Team participates in a non- CFP Bowl game.
- h) \$10,000 if the Team wins a non- CFP Bowl game.

- i) \$50,000 if the Team participates in a New Year's Six Bowl game.
- j) \$75,000 if the Team participates in one of the two semi-final Playoff Bowl games in the College Football Playoff (CFP).
- k) \$100,000 if the Team participates in the CFP Championship Bowl game.
- l) \$100,000 if the Team wins the CFP Championship Bowl game.
- m) \$25,000 if Coach earns Conference Coach of the Year.
- n) \$50,000 if Coach earns National Coach of the Year.

Coach shall be eligible for supplemental compensation from each of the provisions listed above, except in the event the Team shall participate in a New Year's Six or CFP Bowl, then the supplemental compensation relating to participation in a non- New Year's Six or CFP Bowl game, g) and h) above, shall be inapplicable, since the New Year's Six or CFP Bowl game incentives will be applicable.

Any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be payable the first regular pay date in February following the football season, regardless of whether Coach remains continuously employed as head coach to that date (so long as Coach remained continuously employed as head coach through the date of the achievement which triggered such Athletic Achievement Incentive Pay).

Athletic Achievement Incentive Pay is contingent upon a multi-year team APR of 930 or higher and the conditions outlined in Section 3.2.4.

3.2.2. Academic Achievement Incentive Pay.

- a) Grade Point Average (GPA) – \$10,000 if, at the conclusion of the academic year (after the spring semester), the team cumulative GPA (of student-athletes receiving countable financial aid) is a 2.9 or higher.
- b) Academic Progress Rate (APR) – \$10,000 if, at conclusion of the academic year (fall and spring semesters), the team APR meets the number identified below for the corresponding academic year (and consistent with standards of the National Collegiate Athletic Association (NCAA), which may be adjusted by the NCAA). The football program must not be under any NCAA academic penalty pursuant to the Academic Performance Program or any future NCAA academic program that may enhance or replace it in the future.

- i) Annual APR of 975 or higher for each Academic Year of 2020 – 2021 and 2021 – 2022.
 - ii) Annual APR of 980 or higher for each Academic Year starting in 2022 through the remainder of the Agreement.
- c) Progress Toward Degree – \$10,000 if, in August upon completion of the summer term, 95% of retained scholarship student-athletes meet University, Conference, and NCAA progress toward degree requirements.

Any supplemental compensation awarded as Academic Achievement Incentive Pay will be payable as soon as reasonably practical following APR rating determination and verification by the NCAA each year, regardless of whether Coach remains continuously employed as head coach to that date (so long as Coach remained continuously employed as head coach through the conclusion of the period covered by such APR rating determination), and subject to the conditions outlined in Section 3.2.4. If Coach is head coach for a partial calendar year, Academic Achievement Incentive Pay will be prorated for any partial calendar year.

3.2.3. Academic/Compliance/Social Conduct Incentive Pay.

\$20,000 if:

- a) At least two of the three Academic Achievement Incentives in 3.2.2. are attained and an atmosphere of academic importance is demonstrated; and
- b) Compliance is demonstrated as described below; and
- c) Social Conduct is demonstrated as described below.

Compliance – Dedication to compliance (University, Conference, NCAA) by Coach and members of the staff and student-athletes (exhibit a culture of compliance throughout the football program) including: compliance with Section 4.1.4. of this Agreement, no Level I or II violations, no intentional or multiple Level III violations, and consistent communication and collaboration with the Department’s Compliance staff.

Social Conduct – Dedication to social responsibility by Coach and members of the staff and student-athletes including participation in at least two organized charitable and/or community activities by 100% of squad list and full-time staff members at Director’s discretion.

At the end of each Spring semester, Coach and the Director shall meet to discuss the Academic/Compliance/Social Conduct Incentive: importance of academics, academic progress, academic performance, difficulty of major course of study, honors such as scholarships, designation as Academic All-American, NCAA Institutional Control expectations as published from time to time, University, Conference, and NCAA rules and regulations, serious misconduct including but not limited to criminal offenses by football program staff or student-athletes, substance abuse testing, and university disciplinary matters, if any, off-field conduct, mentored

coaches and student-athletes to be leaders in service worldwide, and otherwise conducted the football program in such a manner that is exemplary of the University's mission and values.

Data used will be from the academic year (fall/spring semesters). Complete data may not be available for these purposes until October of each year.

Any supplemental compensation awarded as Academic/Compliance/Social Conduct Incentive Pay will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA each year, regardless of whether Coach remains continuously employed as head coach to that date (so long as Coach remained continuously employed as head coach through the conclusion of the period covered by such APR rating determination), and subject to the conditions outlined in Section 3.2.4. If Coach is head coach for less than all of the period covered by such APR rating determination, Academic/Compliance/Social Conduct Incentive Pay will be prorated for any partial calendar year.

3.2.4. Conditions for payment of Incentive Pay.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion, subject to the parameters set forth above.

All Incentive Pay amounts outlined in this Section 3.2 shall be cumulative. The cumulative total supplemental compensation payments made as Incentive Pay pursuant to Section 3.2. shall in no event exceed \$200,000 for any one contract Year as those contract years are outlined in 3.1.1(a).

Any such supplemental compensation actually paid to Coach shall be reported to the Board on an annual basis.

3.2.5. Camps and Clinics. Coach agrees that the University has the priority right to operate camps and/or clinics on its campus using University facilities.

- a) If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to reasonably assist in the marketing, supervision, and general administration of the University's camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's camps and/or clinics, the University shall pay Coach supplemental compensation during each year of his employment as a coach at the University.
- b) If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:

- i) Coach compliance with all University, Board, Conference, and NCAA, rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;
- ii) Payment for use of University facilities (at a best-available rate); and
- iii) Provision of proof of liability insurance.

In the event of termination of this Agreement, or suspension or reassignment of Coach, University shall not be under any obligation to permit a camp and/or clinic to be held by Coach after the effective date of such termination or suspension, or reassignment, and the University shall be released from all obligations relating thereto.

3.3 Deferred Compensation. Participation in a qualified retirement plan to be established by University:

- a) The University shall make nonforfeitable contributions to Coach's account under the qualified retirement Plan
- b) The qualified retirement plan is operated on the basis of a calendar year ending on December 31 ("Plan Year").
- c) University Contributions.
 - i) The University's contributions to the qualified retirement plan shall be equal to \$100,000 annually; provided, however, that if Coach is not employed in the Position for the entire Plan Year (other than the 2021 Plan Year, with respect to which the full \$100,000 shall be contributed), the University's contribution for that Plan Year will be prorated accordingly for that year to reflect the number of months and days of the Plan Year that he remained in the Position.
 - ii) Timing of Contributions. The University's contributions to the qualified retirement plan shall be made in accordance with the terms of the written Plan document.
 - ii) Vesting. Qualified retirement plan funds shall vest with Coach on March 31, 2024, if still employed as head coach on that date. All contributions made with respect to the 2024 Plan Year and each Plan Year thereafter shall be immediately vested upon contribution thereof.

3.4. Footwear; Apparel; Equipment. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as

representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution (which approval may not be unreasonably withheld). Coach shall also report such outside income to the University in accordance with Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products that compete with those of the University's official supplier, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products that compete with those of the University's official supplier.

3.5. General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1(a), except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and wellbeing;

4.1.3. Observe and uphold all academic standards, requirements, and policies of the University and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the Conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall promote an atmosphere of compliance with the rules and regulations. Coach shall cooperate fully with the University and

Department at all times. Director will keep Coach informed, in writing, of the names or titles of employees whom Coach supervises. The applicable laws, policies, rules, and regulations include: (a) the policies of the Department; (b) the University's Policy Manual; (c) Board policies; (d) the rules and regulations of the Conference; and (e) NCAA rules and regulations.

4.2. Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would unreasonably detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director (which approval may not be unreasonably withheld), who may consult with the President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).

4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the Conference, or the NCAA.

4.4. Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of the President and the Board.

Coach shall be provided an annual budget of \$2,100,000 per year for the employment of the ten (10) on-field assistant coaches. A \$50,000 annual increase in the salary pool will begin in year two and continue for each year during the remainder of this Agreement, ending at \$2,300,000 in year five of this Agreement.

Coach shall be provided an annual budget of \$631,000 per year for the employment of support staff. A \$30,000 annual increase in the salary pool will begin in year two and continue for each year during the remainder of this Agreement, ending at \$751,000 in year five of this Agreement.

4.5. Scheduling. Coach shall obtain the approval of the Director (not to be unreasonably withheld) with respect to the scheduling or re-scheduling of Team competitions.

4.6. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without giving prior notice to the Director. Coach shall deliver such notice in writing, or by electronic mail, within 48 hours, or as soon as reasonably practical.

4.7. Disclosure of Criminal Proceedings, Serious Misconduct, and Discipline. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused of, investigated for, convicted of, pled guilty or no contest to, or received a withheld judgment for a felony or misdemeanor, has been accused of serious misconduct in a civil suit or internal process at any prior institution where Coach was employed, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of harassment prohibited by law, including sexual harassment, sexual misconduct, domestic violence, dating violence, stalking, sexual exploitation, any assault that employs the use of a deadly weapon or causes serious bodily injury, or any dishonesty or fiscal misconduct. Any disclosure after the date of this Agreement shall be made as soon as possible, but no later than 72 hours after Coach is on notice of any accusation.

4.8. Media Obligations. Coach must fully participate in media programs and public appearances (Programs) during his employment through the date of the Team's last regular season or post-season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach, in each case to the extent such media productions or public appearances are directly connected to the University, Department, or Team. For avoidance of doubt, University shall have no right to act on Coach's behalf with respect to producers of media productions or parties desiring public appearances by Coach, to the extent related to Coach's participation as a private individual. Coach agrees to reasonably cooperate with the University in order for the Programs to be successful and agrees to provide Coach's reasonable services to and perform on the Programs and to reasonably cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

4.9. Attendance at Specific Gatherings. Coach will attend all staff meetings, reasonable public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:

- a) The Boise State Athletics Hall of Fame Dinner

- b) The biennial BAA/Alumni Auction
- c) The Lyle Smith Golf Tournament
- d) The Dairy Booster Auction
- e) The annual BAA Endowment Dinner
- f) All Department staff meetings called by the Director
- g) Athletic Department Graduation Reception
- h) BAA Appreciation Day
- i) Dinner on the Blue

ARTICLE 5

5.1. Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; or terminate this Agreement at any time for Cause, as defined herein.

5.1.1 University and Coach hereby specifically agree that the following shall constitute "Cause" for termination of this Agreement: One or more acts or omissions set forth below, which, singly, or in the aggregate, have directly and substantially affected or impaired Coach's performance of his duties or the interests of the University or the State Board of Education:

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities, or the failure of Coach to comply with any valid or legal directive of the Director;
- b) The failure of Coach to remedy any violation of any of the material terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that, in the University's judgment, reflects materially adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums in a manner which reflects materially adversely on the University or its athletic programs;

- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;
- i) A violation of any applicable law (but excluding infractions) or of the policies, rules or regulations of the University, the Board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team, in each case if Coach knew or should have known of the violation and could have prevented it by ordinary supervision;
- j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.7 of this Agreement;
- k) The Coach's engagement in dishonesty, illegal conduct, or misconduct, which, in each case, is injurious to University or its reputation;
- l) The Coach's embezzlement, misappropriation, or fraud, whether or not related to the Coach's employment with the University;
- m) The Coach's conviction of or plea of guilty or *nolo contendere*, or the entry of a withheld judgment to a crime that constitutes a felony or misdemeanor (but excluding infractions), if such felony or misdemeanor is work-related, materially impairs the Coach's ability to perform duties for the University, or results in reputational harm to the University or the State Board of Education;
- n) The Coach's violation of University's written policies or codes of conduct, including written policies related to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct, which violation is material, or is not material but, in the University's judgment, reflects materially adversely on the University or its athletic programs;
- o) The Coach's willful unauthorized disclosure of Confidential Information, which information and disclosure is material, or is not material but, in the University's judgment, reflects materially adversely on the University or its athletic programs; or
- p) Coach's engagement in conduct that, in the University's judgment, brings

or is reasonably likely to bring University or the State Board of Education negative publicity or into public disgrace, embarrassment, or disrepute.

5.1.2. Termination for Cause shall be effectuated by the University as follows: before the effective date of the termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

5.1.3. In the event of any termination for Cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination (other than with respect to compensation or benefits for which he has qualified but which were not yet paid as of the date of such termination), and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4. If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This Section applies to violations occurring at the University or at previous institutions at which Coach was employed.

5.2. Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, the University for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

5.2.2 In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, a percentage of the remaining base annual salary set forth in Section 3.1.1(a) through the conclusion of the Term, as follows: 75% of the remaining base annual salary if the Agreement is terminated on or before March 31, 2023; 85% of the remaining base annual salary if the Agreement is terminated between April 1, 2023 and March 31, 2025, inclusive; 100% of the remaining base annual salary if the Agreement is terminated between April 1, 2025 and March 31, 2026 inclusive; excluding all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends.

Liquidated damages are subject to mitigation and offset such that Coach must use reasonable best efforts to obtain other athletic-related employment during the original Term of this Agreement and, in the event Coach obtains other athletic-related employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid to Coach as a result of such other athletic-related employment with respect to the period covered by the original Term hereof.

Coach specifically agrees to inform University within fifteen (15) days of obtaining other athletic-related employment and to advise University of all compensation terms of such employment. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees to negotiate in good faith in an attempt to receive compensation equal to the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to Coach by University after the date Coach obtains other athletic-related employment, to which Coach is not entitled under this provision. Coach acknowledges that the University will withhold taxes and other payroll deductions from the payments due Coach pursuant to this Section 5.2.2, in such amounts and at such times as required by applicable law.

In addition, Coach will be entitled to continue his health insurance plan and group life insurance of 3.1.1(b) as if he remained a University employee until the Term of this Agreement ends or until Coach obtains other employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits outside of section 3.1.1 (a) and (b), except as otherwise required by law.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by the University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3. Termination by Coach for Convenience.

5.3.1 Coach recognizes that Coach's promise to work for the University for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate employment with the University before the end of the Agreement Term.

5.3.2 Coach may terminate this Agreement for convenience during its Term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University.

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination (other than with respect to compensation or benefits for which he has qualified but which have not been paid as of the date of such termination). If Coach terminates this Agreement for convenience to commence, or enter into an agreement to commence, Similar or Related Employment (as defined in this section 5.3.3), then Coach (or his designee) shall pay to the University, as liquidated damages and not a

penalty, the following sum: (a) \$3,000,000 if the Agreement is terminated on or before March 31, 2023; (b) \$2,000,000 if the Agreement is terminated between April 1, 2023 and March 31, 2024, inclusive; and (c) \$1,000,000 if the Agreement is terminated between April 1, 2024 and March 31, 2026, inclusive. The liquidated damages shall be due and payable within sixty (60) days of the effective date of the termination, and any unpaid overdue amount shall bear simple interest at a rate eight (8) percent per annum until paid. For purposes of this Section 5.3.3, “Similar or Related Employment” means employment in football, coaching, or any capacity in sports (whether by title of the position or by performing the duties regularly associated with such position), including, but not limited to, employment (a) as a coach in any division of NCAA or NAIA athletics, (b) with a National Football League (NFL) team, or (c) in sports related media. If Coach terminates this Agreement for convenience and does not immediately commence Similar or Related Employment, and therefore does not pay the liquidated damages, but then at a future date within twelve (12) months of termination for convenience commences, or enters into an agreement to commence in the future, employment as a collegiate head football coach, or professional (NFL) head football coach, or as an assistant coach at a university that is a member of the Conference, then liquidated damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts such employment as a collegiate or professional head coach or assistant coach at a member institution of the Conference. By way of example only and for the avoidance of doubt, if Coach terminates for convenience on February 1, 2023, and accepts employment as a collegiate or professional head coach on January 15, 2024, the sum of two million dollars (\$2,000,000) would be payable to the University from Coach, or his designee. However, if Coach terminates for convenience on February 1, 2023, and accepts employment as a collegiate or professional football head coach on July 1, 2026, neither Coach nor his designee would owe the University any liquidated damages.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This Section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law the right to receive all supplemental compensation and other payments.

5.4. Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the

University's disability insurance carrier, becomes unable to perform the essential functions of the position of head coach for at least ninety (90) consecutive days, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach for at least ninety (90) consecutive days, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

5.5. Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

5.6. No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

5.7. Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in Board policy, IDAPA 08.01.01 et seq., and the University's policies.

ARTICLE 6

6.1. Approval. This Agreement shall not be effective until and unless executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this agreement shall be subject to the approval of the Board, if required, the President, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.

6.2. University Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, Team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by

Boise, Idaho 83725-1020

with a copy to: Boise State University
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Andrew Avalos
Last known address on file with
University's Human Resource Services

With a copy to: Athletes First
23091 Mill Creek Drive
Laguna Hills, CA
Attn: General Counsel

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12. Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13. Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of official University duties.

6.14. No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board.

6.16. Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

University

Coach

Jeramiah Dickey
Executive Director of Athletics

Andrew Avalos
Head Football Coach

Date

Date

Dr. Marlene Tromp
President

Date

Approved by the Idaho State Board of Education on the ____ day of April 2021.

ATTACHMENT 2

(MODEL ATHLETICS MULTI-YEAR CONTRACT)
(template adopted by Idaho State Board of Education, _____, 2018)

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State
University (the University/College), and Andrew
Avalos (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University
(College) shall employ Coach as the head coach of its intercollegiate Football(Sport) team (the
Team.) (or Director of Athletics). Coach (Director) 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/University (College)'s Athletic Director (Director) or the Director's designee. Coach
shall abide by the reasonable instructions of the 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/University (College)'s Chief Executive Officer (Chief Executive Officer)).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other
related duties in the University's/University (College)'s athletic program as the Director may assign
and as may be described elsewhere in this Agreement. The University (College) shall have the
right, at any time, to reassign Coach to duties at the University (College) other than as head coach
of the Team with reporting line directly to the Athletic Director, 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 Sections 3.2.1 through
(depending on supplemental pay provisions used) shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of five (5(____)) years and
approximately three (3) months, commencing on January 10, 2021_____ and terminating,
without further notice to Coach, on March 31, 2026 ("Term")_____ unless sooner terminated
in accordance with other provisions of this Agreement. Each year hereunder shall run from April
1 to the following March 31; provided that year one shall run from January 10, 2021 through March
31, 2022.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the
University (College) and an acceptance by Coach, both of which must be in writing and signed by

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the parties.- Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). 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.
~~(College).~~

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ARTICLE 3

3.1. Regular Compensation.

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

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- a) An annual salary as follows:
Year 1 - January 10, 2021 – March 31, 2021 = \$312,309.12 (prorated)
April 1, 2021 – March 31, 2022 = \$1,400,000;
Year 2 - April 1, 2022 – March 31, 2023 = \$1,475,000;
Year 3 - April 1, 2023 – March 31, 2024 = \$1,550,000;
Year 4 - April 1, 2024 – March 31, 2025 = \$1,625,000;
Year 5 - April 1, 2025 – March 31, 2026 = \$1,700,000;

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~~of \$ _____ per year,~~ payable in biweekly installments in accordance with normal University (~~College~~) procedures, and such additional salary increases as may be determined appropriate by the Director and ~~President/Chief Executive Officer~~ and approved by the Board;

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- b) The opportunity to receive such employee benefits as the University (~~College~~) provides generally to non-faculty exempt employees of a comparable level, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements ~~–(except that, in accordance with Board Policy II.H.6.b.ii, University (College) and Coach does agree that Coach shall not accrue and use any annual leave (vacation) hours but, and may take leave (other than sick leave) only with prior written approval of the Director,); and~~

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- c) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the University and Board. Insurance premiums for the assigned vehicle shall be paid by Coach, without reimbursement. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted;

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- d) The opportunity to receive such employee benefits as the University (~~College~~)'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;:-

- e) Payment or reimbursement of all reasonable moving expenses in accordance with University and Board policy, and State Board of Examiners Moving Policy and Procedures;
- f) Spouse travel to all away games, post-season bowl games and, at the invitation of the Director, other special events;
- g) Spouse and children travel to post-season bowl games; and
- h) Ten (10) complimentary tickets (football, basketball, and otherwise, including parking passes) to University sporting events.

Coach understands and agrees that financial conditions may require the ~~President/Chief Executive Officer~~, in the ~~President's/Chief Executive Officer's~~ discretion, to institute furloughs or to take such other actions consistent with Board policy as the ~~President/Chief Executive Officer~~ may determine to be necessary to meet such challenges; provided that any furlough applied to Coach must be applied to all other employees of a comparable level. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

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3.2 Supplemental Compensation. Each year Coach shall be eligible to receive supplemental compensation as follows:

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3.2.1 Athletic Achievement Incentive Pay.

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- a) \$10,000 for the Team's sixth (6th) Conference win against a Mountain West Conference (Conference) opponent.
- b) \$10,000 for the Team's seventh (7th) Conference win against a Conference opponent.
- c) \$15,000 for the Team's eighth (8th) Conference win against a Conference opponent.
- d) \$12,500 if the Team wins against a Power 5 conference opponent (defined as a member in the Pac-12 conference, the Southeastern conference (SEC), the Big Ten conference, the Big 12 conference, or the Atlantic Coast conference (ACC), or any successor or equivalent conference to any of the foregoing) in a non-Conference, regular season game.

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For the sake of clarity and the avoidance of doubt, this provision shall not apply to bowl games against Power 5 conference opponents.

- e) \$25,000 if the Team is the Mountain Division Champion.
- f) \$50,000 if the Team is the Conference Champion.
- g) \$15,000 if the Team participates in a non- CFP Bowl game.
- h) \$10,000 if the Team wins a non- CFP Bowl game.
- i) \$50,000 if the Team participates in a New Year's Six Bowl game.
- j) \$75,000 if the Team participates in one of the two semi-final Playoff Bowl games in the College Football Playoff (CFP).
- k) \$100,000 if the Team participates in the CFP Championship Bowl game.
- l) \$100,000 if the Team wins the CFP Championship Bowl game.
- m) \$25,000 if Coach earns Conference Coach of the Year.
- n) \$50,000 if Coach earns National Coach of the Year.

Coach shall be eligible for supplemental compensation from each of the provisions listed above, except in the event the Team shall participate in a New Year's Six or CFP Bowl, then the supplemental compensation relating to participation in a non- New Year's Six or CFP Bowl game, g) and h) above, shall be inapplicable, since the New Year's Six or CFP Bowl game incentives will be applicable.

Any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be payable the first regular pay date in February following the football season, regardless of whether Coach remains continuously employed as head coach to that date (so long as Coach remained continuously employed as head coach through the date of the achievement which triggered such Athletic Achievement Incentive Pay).

Athletic Achievement Incentive Pay is contingent upon a multi-year team APR of 930 or higher and the conditions outlined in Section 3.2.4.

3.2.2. Academic Achievement Incentive Pay.

- a) Grade Point Average (GPA) – \$10,000 if, at the conclusion of the academic year (after the spring semester), the team cumulative GPA (of student-athletes receiving countable financial aid) is a 2.9 or higher.

3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season

~~tournament or post season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post season) eligibility are achieved. The University (College) 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 (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3 _____ Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American; and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.~~

~~3.2.4 _____ Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the Chief Executive Officer wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director.~~

~~3.2.5 _____ Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment).~~

3.2.6 ~~(SUMMER CAMP OPERATED BY UNIVERSITY~~
~~(COLLEGE))~~

- b) Academic Progress Rate (APR) – \$10,000 if, at conclusion of the academic year (fall and spring semesters), the team APR meets the number identified below for the corresponding academic year (and consistent with standards of the National Collegiate Athletic Association (NCAA), which may be adjusted by the NCAA). The football program must not be under any NCAA academic penalty pursuant to the Academic Performance Program or any future NCAA academic program that may enhance or replace it in the future.
 - i) Annual APR of 975 or higher for each Academic Year of 2020 – 2021 and 2021 – 2022.
 - ii) Annual APR of 980 or higher for each Academic Year starting in 2022 through the remainder of the Agreement.
- c) Progress Toward Degree – \$10,000 if, in August upon completion of the summer term, 95% of retained scholarship student-athletes meet University, Conference, and NCAA progress toward degree requirements.

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Any supplemental compensation awarded as Academic Achievement Incentive Pay will be payable as soon as reasonably practical following APR rating determination and verification by the NCAA each year, regardless of whether Coach remains continuously employed as head coach to that date (so long as Coach remained continuously employed as head coach through the conclusion of the period covered by such APR rating determination), and subject to the conditions outlined in Section 3.2.4. If Coach is head coach for a partial calendar year, Academic Achievement Incentive Pay will be prorated for any partial calendar year.

3.2.3. Academic/Compliance/Social Conduct Incentive Pay.

- \$20,000 if:
- a) At least two of the three Academic Achievement Incentives in 3.2.2. are attained and an atmosphere of academic importance is demonstrated; and
 - b) Compliance is demonstrated as described below; and
 - c) Social Conduct is demonstrated as described below.

Compliance – Dedication to compliance (University, Conference, NCAA) by Coach and members of the staff and student-athletes (exhibit a culture of compliance throughout the football program) including: compliance with Section 4.1.4. of this Agreement, no Level I or II violations, no intentional or multiple Level III violations, and consistent communication and collaboration with the Department's Compliance staff.

Social Conduct – Dedication to social responsibility by Coach and members of the staff and student-athletes including participation in at least two organized charitable and/or community activities by 100% of squad list and full-time staff members at Director’s discretion.

At the end of each Spring semester, Coach and the Director shall meet to discuss the Academic/Compliance/Social Conduct Incentive: importance of academics, academic progress, academic performance, difficulty of major course of study, honors such as scholarships, designation as Academic All-American, NCAA Institutional Control expectations as published from time to time, University, Conference, and NCAA rules and regulations, serious misconduct including but not limited to criminal offenses by football program staff or student-athletes, substance abuse testing, and university disciplinary matters, if any, off-field conduct, mentored coaches and student-athletes to be leaders in service worldwide, and otherwise conducted the football program in such a manner that is exemplary of the University’s mission and values.

Data used will be from the academic year (fall/spring semesters). Complete data may not be available for these purposes until October of each year.

Any supplemental compensation awarded as Academic/Compliance/Social Conduct Incentive Pay will be paid as soon as reasonably practical following APR rating determination and verification by the NCAA each year, regardless of whether Coach remains continuously employed as head coach to that date (so long as Coach remained continuously employed as head coach through the conclusion of the period covered by such APR rating determination), and subject to the conditions outlined in Section 3.2.4. If Coach is head coach for less than all of the period covered by such APR rating determination, Academic/Compliance/Social Conduct Incentive Pay will be prorated for any partial calendar year.

3.2.4. Conditions for payment of Incentive Pay.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director’s sole discretion, subject to the parameters set forth above.

All Incentive Pay amounts outlined in this Section 3.2 shall be cumulative. The cumulative total supplemental compensation payments made as Incentive Pay pursuant to Section 3.2. shall in no event exceed \$200,000 for any one contract Year as those contract years are outlined in 3.1.1(a).

Any such supplemental compensation actually paid to Coach shall be reported to the Board on an annual basis.

3.2.5. Camps and Clinics, Coach agrees that the University ~~(College)~~ has the ~~priority~~~~exclusive~~ right to operate youth ~~(Sport)~~ camps and/or clinics on its campus using University ~~(College)~~ facilities.

- a) If the University exercises its right to operate camps and/or clinics on campus, the University ~~The University (College)~~ shall allow

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Coach the opportunity to earn supplemental compensation by assisting with the University's~~University (College)'s~~ camps and/or clinics in Coach's capacity as a University (College) employee. Coach hereby agrees to reasonably assist in the marketing, supervision, and general administration of the University's~~University (College)'s~~ (Sport) camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's~~University (College)'s~~ summer (Sport) camps and/or clinics, the University (College) shall pay Coach (amount) ~~per year as~~ supplemental compensation during each year of his employment as ahead (Sport) coach at the University. ~~(College)~~. This amount shall be paid (terms of payment).

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If the University allows~~(SUMMER CAMP OPERATED BY COACH)~~ Coach to may operate camps and/or clinics ~~a summer youth (Sport) camp~~ at the University, such (College) under the following conditions:

a) ~~The summer youth camp operation reflects positively on the University (College) and the Department;~~

b) ~~shall be according to a The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. Coach shall not use University (College) personnel, equipment, or facilities without the prior written agreement which shall include conditions such as: approval of the Director;~~

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c) ~~Assistant coaches at the University (College) are given priority when Coach or the private enterprise selects coaches to participate;~~

d) ~~Coach compliance) Coach complies with all University, Board, NCAA (NAIA), Conference, and NCAA. University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps and/or clinics;~~

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e) ~~Coach or the private enterprise enters into a contract with University (College) and (campus concessionaire) for all campus goods and services required by the camp.~~

f) ~~ii) Payment Coach or private enterprise pays for use of University (College) facilities (at a best-available rate); and including the _____.~~

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~~e) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as Exhibit A.~~

~~h) Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff \$1 million; (2) catastrophic coverage: camper and staff \$1 million maximum coverage with \$100 deductible;~~

~~i) iii) Provision of proof of liability insurance.~~

~~To the extent permitted by law, Coach or the private enterprise shall defend and indemnify the State of Idaho, the University (College) and the Board against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~

~~j) All employees of the summer youth camp(s) shall be employees of Coach or the private enterprise and not the University (College) while engaged in camp activities. Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

In the event of termination of this Agreement, or suspension, or reassignment of Coach, University (College) shall not be under any obligation to permit a summer youth camp and/or clinic to be held by Coach after the effective date of such termination or, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.

3.3 Deferred Compensation. Participation in a qualified retirement plan to be established by University:

a) The University shall make nonforfeitable contributions to Coach's account under the qualified retirement Plan

b) The qualified retirement plan is operated on the basis of a calendar year ending on December 31 ("Plan Year").

c) University Contributions.

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- i) The University's contributions to the qualified retirement plan shall be equal to \$100,000 annually; provided, however, that if Coach is not employed in the Position for the entire Plan Year (other than the 2021 Plan Year, with respect to which the full \$100,000 shall be contributed), the University's contribution for that Plan Year will be prorated accordingly for that year to reflect the number of months and days of the Plan Year that he remained in the Position.
- ii) Timing of Contributions. The University's contributions to the qualified retirement plan shall be made in accordance with the terms of the written Plan document.
- ii) Vesting. Qualified retirement plan funds shall vest with Coach on March 31, 2024, if still employed as head coach on that date. All contributions made with respect to the 2024 Plan Year and each Plan Year thereafter shall be immediately vested upon contribution thereof.

3.4. Footwear; Apparel; Equipment. 2.7 ~~Coach agrees that the University (College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). ~~Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder Coach's duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of any University selected vendors, (Company Name), Coach shall submit all outside consulting agreements to the University (College) for review and approval prior to execution (which approval may not be unreasonably withheld).~~ Coach shall also report such outside income to the University (College) in accordance with Section 4.2 of this Agreement, NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products that compete with those of the University's official supplier, including (Company Name), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products that compete with those of the University's official supplier.

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3.5.3 General Conditions of Compensation. —All compensation provided by the University ~~(College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1(a), except to the extent required by the terms and conditions of a specific fringe benefit program.

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ARTICLE 4

4.1. Coach's Specific Duties and Responsibilities. —In consideration of the compensation specified in this Agreement, Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:

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4.1.1. Devote Coach's full time and best efforts to the performance of Coach's duties under this Agreement;

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4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team members which enable them to compete successfully and reasonably protect their health, safety, and wellbeing~~well-being~~;

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4.1.3. Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage Team members to perform to their highest academic potential and to graduate in a timely manner; and

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4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University ~~(College)~~, the Board, the Conference, and the NCAA ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's ~~University (College)~~'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. In accordance with NCAA rules and regulations, Coach must annually pass the NCAA Coaches Certification Test before having any off-campus contact with prospects. Coach shall promote an atmosphere of compliance with the rules and regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. Director will keep Coach informed, in writing, of the ~~The~~ names or titles of employees whom Coach supervises, ~~are attached as Exhibit B.~~ The applicable laws, policies, rules, and regulations include: (a) the Board policies; (b) University (College)'s (Faculty Staff) Handbook; (c) University (College)'s Administrative Procedures Manual; (d) the policies of the Department; (b) the University's Policy Manual; (c) Board policies; (d) the rules and regulations of the Conference; and (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the (Sport) conference of which the University (College) is a member.

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4.2.4.2. Outside Activities.— Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach’s full time and best efforts to the performance of Coach’s duties under this Agreement, that would ~~unreasonably otherwise~~ detract from those duties in any manner, or that, in the reasonable opinion of the University, the Department, (College), would reflect adversely upon the University (College) or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Director (which approval may not be unreasonably withheld), who may consult with the ~~President/Chief Executive Officer~~, enter into separate arrangements for outside activities and endorsements which are consistent with Coach’s obligations under this Agreement. Coach shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University’s/the University (College)’s name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the President (such approval not to be unreasonably withheld).~~Chief Executive Officer.~~

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4.3. Outside Income.— ~~NCAA (or NAIA) Rules.~~ In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the University’s President and the Director (such approval not to be unreasonably withheld)~~University (College)’s Chief Executive Officer~~ for all ~~athletically-related and other business-~~related income and benefits from sources outside the University (College) and shall report the source and amount of all such income and benefits ~~in accordance with the University (College)’s Chief Executive Officer whenever reasonably requested, but in no event less than annually before~~ the Department’s Outside Income Reporting Form. ~~close of business on June 30th of each year or the last regular University (College) work day preceding June 30th. The report shall be in a format reasonably satisfactory to University (College).~~ In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University (College)-booster club, University (College) alumni association, University (College) foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, (College), the Board, the Conference, or the NCAA. ~~(or NAIA).~~

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4.4. Hiring Authority.— Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of ~~the President/Chief Executive Officer~~ and the Board.

4.5. Scheduling.— Coach shall be provided an annual budget of \$2,100,000 per year for the employment of the ten (10) on-field assistant coaches. A \$50,000 annual increase in the salary pool will begin in year two~~consult with~~, and continue for each year during the remainder of this Agreement, ending at \$2,300,000 in year five of this Agreement.

Coach shall be provided an annual budget of \$631,000 per year for the employment of support staff. A \$30,000 annual increase in the salary pool will begin in year two and continue for each year during the remainder of this Agreement, ending at \$751,000 in year five of this Agreement.

4.5. Scheduling. Coach shall obtain the approval of ~~may make recommendations to,~~ the Director ~~(not to be unreasonably withheld) or the Director's designee~~ with respect to the scheduling ~~or re-scheduling~~ of Team competitions, ~~but the final decision shall be made by the Director or the Director's designee.~~

4.6. Other Coaching Opportunities.— Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without ~~giving the~~ prior ~~notice to~~ approval of the Director. ~~Coach~~ ~~Such approval~~ shall ~~deliver such notice in writing, or by electronic mail, within 48 hours, or as soon as reasonably practical. not unreasonably be withheld.~~

4.7. Disclosure of ~~Criminal Proceedings, Serious Misconduct, and Discipline.~~— Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused of, investigated for, convicted of, ~~or~~ pled guilty or no contest to, ~~or received a withheld judgment for~~ a felony or misdemeanor, ~~has been accused of involving~~ serious misconduct ~~in a civil suit or internal process at any prior institution where Coach was employed,~~ or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. —“Serious misconduct” is defined as any act of ~~harassment prohibited by law, including~~ sexual ~~harassment, sexual misconduct, violence,~~ domestic violence, dating violence, stalking, sexual exploitation, ~~or~~ any assault that employs the use of a deadly weapon or causes serious bodily injury, ~~or any dishonesty or fiscal misconduct. Any disclosure after the date of this Agreement shall be made as soon as possible, but no later than 72 hours after Coach is on notice of any accusation.~~

4.8. Media Obligations. —Coach must fully participate in media programs and public appearances (Programs) ~~during his employment~~ through the date of the Team's last regular season or post-season competition.— Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of ~~University (College)~~ are the property of the ~~University (College)~~. ~~The University (College)~~ shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach, ~~in each case to the extent such media productions or public appearances are directly connected to the University, Department, or Team. For avoidance of doubt, University shall have no right to act on Coach's behalf with respect to producers of media productions or parties desiring public appearances by Coach, to the extent related to Coach's participation as a private individual.~~ - Coach agrees to ~~reasonably~~ cooperate with the ~~University (College)~~ in order for the Programs to be successful and agrees to provide Coach's ~~reasonable~~ services to and perform on the Programs and to ~~reasonably~~ cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this

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prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's/University (College)'s designated media outlets.

4.9. Attendance at Specific Gatherings. Coach will attend all staff meetings, reasonable public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:

- a) The Boise State Athletics Hall of Fame Dinner
- b) The biennial BAA/Alumni Auction
- c) The Lyle Smith Golf Tournament
- d) The Dairy Booster Auction
- e) The annual BAA Endowment Dinner
- f) All Department staff meetings called by the Director
- g) Athletic Department Graduation Reception
- h) BAA Appreciation Day
- i) Dinner on the Blue

ARTICLE 5

5.1. Termination of Coach for Cause. -The University (College) may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; ~~reassign Coach to other duties;~~ or terminate this Agreement at any time for Cause ~~good or adequate cause, as those terms are defined herein in applicable rules and regulations.~~

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5.1.1 ~~In addition to the definitions contained in applicable rules and regulations, University (College) and Coach hereby specifically agree that the following shall constitute "Cause" ~~good or adequate cause for suspension, reassignment, or~~ termination of this Agreement: One or more acts or omissions set forth below, which, singly, or in the aggregate, have directly and substantially affected or impaired Coach's performance of his duties or the interests of the University or the State Board of Education:~~

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- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities, ~~or the failure of Coach to comply with any valid or legal directive of the Director;~~
- b) The failure of Coach to remedy any violation of any of the material terms of this Agreement within 30 days after written notice from the University; ~~(College);~~
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University; ~~(College);~~ the Board, the

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Conference or the NCAA, ~~(NAIA)~~, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

- d) Ten (10) working days' absence of Coach from duty without the ~~University's~~ University (College)'s consent;
- e) Any conduct of Coach that constitutes moral turpitude or that ~~would~~, in the ~~University's~~ University (College)'s judgment, ~~reflects materially~~ reflects adversely on the ~~University (College)~~ or its athletic programs;
- f) ~~f.~~ The failure of Coach to represent the ~~University (College)~~ and its athletic programs positively in public and private forums in a manner which reflects materially adversely on the University or its athletic programs;
- g) The failure of Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the ~~University (College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the ~~University (College)~~, the Board, the ~~Conference~~, or the NCAA, ~~(NAIA)~~;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the ~~University (College)~~, the Board, the ~~Conference~~, or the NCAA, ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; ~~or~~
- i) A violation of any applicable law (but excluding infractions) or of the policies, rules or regulations of the ~~University (College)~~, the Board, the ~~Conference~~, or the NCAA, ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team, in each case if Coach knew or should have known of the violation and could have prevented it by ordinary supervision;
- j) ~~j.~~ The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct ~~Serious Misconduct~~ as required in Section 4.7 of this Agreement;
- k) The Coach's engagement in dishonesty, illegal conduct, or misconduct, which, in each case, is injurious to University or its reputation;
- l) The Coach's embezzlement, misappropriation, or fraud, whether or not related to the Coach's employment with the University;
- m) The Coach's conviction of or plea of guilty or nolo contendere, or the entry of a withheld judgment to a crime that constitutes a felony or misdemeanor

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(but excluding infractions), if such felony or misdemeanor is work-related, materially impairs the Coach's ability to perform duties~~5.1.2~~
~~Suspension, reassignment, or termination~~ for the University, or results in reputational harm to the University or the State Board of Education;

- n) The Coach's violation of University's written policies or codes of conduct, including written policies related to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct, which violation is material, or is not material but, in the University's judgment, reflects materially adversely on the University or its athletic programs;
- o) The Coach's willful unauthorized disclosure of Confidential Information, which information and disclosure is material, or is not material but, in the University's judgment, reflects materially adversely on the University or its athletic programs; or
- p) Coach's engagement in conduct that, in the University's judgment, brings or is reasonably likely to bring University or the State Board of Education negative publicity or into public disgrace, embarrassment, or disrepute.

5.1.2. ~~Termination for Cause~~good or adequate cause shall be effectuated by the ~~University (College)~~ as follows: before the effective date of the ~~suspension, reassignment, or termination~~, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, ~~the University (College)~~ shall notify Coach whether, and if so when, the action will be effective.

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5.1.3. In the event of any termination for ~~Cause~~good or adequate cause, the ~~University's University (College)'s~~ obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination (other than with respect to compensation or benefits for which he has qualified but which were not yet paid as of the date of such termination), and the University, and the ~~University (College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4. If found in violation of NCAA ~~(NAIA)~~ regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures. This Section applies to violations occurring at the ~~University (College)~~ or at previous institutions at which Coach was employed.

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5.2. Termination of Coach for Convenience of University ~~(College)~~.

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5.2.1 At any time after commencement of this Agreement, ~~the University (College)~~, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.

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5.2.2 In the event that ~~the University (College)~~ terminates this Agreement for its own convenience, ~~the University (College)~~ shall be obligated to pay Coach, as liquidated damages and not a penalty, ~~a percentage of the remaining base annual~~ salary set forth in Section 3.1.1(a) ~~through the conclusion of the Term, as follows: 75% of the remaining base annual salary if the Agreement is terminated on or before March 31, 2023; 85% of the remaining base annual salary if the Agreement is terminated between April 1, 2023 and March 31, 2025, inclusive; 100% of the remaining base annual salary if the Agreement is terminated between April 1, 2025 and March 31, 2026 inclusive;~~ excluding all deductions required by law, on the regular paydays of ~~the University (College)~~ until the ~~T~~ term of this Agreement ends.

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~~Liquidated damages are subject to mitigation and offset such that Coach must use reasonable best efforts to obtain other athletic-related employment during the original Term of this Agreement and, in or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other athletic-related employment after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid to Coach as a result of such other athletic-related employment with respect to the period covered by the original Term hereof.~~

~~employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in Section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue with the University (College) health insurance plan and group life insurance as if Coach remained a University (College) employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within fifteen (15) ten business days of obtaining other athletic-related employment, and to advise University of all compensation-relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach agrees to negotiate in good faith in an attempt to receive compensation equal to the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to Coach by received from the University (College) after the date Coach obtains other athletic-related employment, to which Coach is not entitled under this provision. Coach acknowledges that the University will withhold taxes and other payroll deductions from the payments due Coach pursuant to this Section 5.2.2, in such amounts and at such times as required by applicable law other employment is obtained.~~

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In addition, Coach will be entitled to continue his health insurance plan and group life insurance of 3.1.1(b) as if he remained a University employee until the Term of this Agreement ends or until Coach obtains other employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits outside of section 3.1.1 (a) and (b), except as otherwise required by law.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment with the University, (College), which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University, (College) and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by the University, (College). The liquidated damages are not, and shall not be construed to be, a penalty.

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5.3.- Termination by Coach for Convenience.

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5.3.1 Coach recognizes that Coach's promise to work for the University (College) for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University, (College) is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate employment with the University, (College) before the end of the Agreement T+erm.

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5.3.2 Coach may terminate this Agreement for convenience during its T+erm by giving prior written notice to the University, (College). Termination shall be effective ten (10) days after notice is given to the University, (College).

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5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University, (College) shall cease as of the effective date of the termination (other than with respect to compensation or benefits for which he has qualified but which have not been paid as of the date of such termination). If Coach terminates this Agreement for convenience to commence, or enter into an agreement to commence, Similar or Related Employment (as defined in this section 5.3.3), then, Coach (or his designee) shall pay to the University, (College), as liquidated damages and not a penalty, the following sum: (a) \$3,000,000 if the Agreement is terminated on or before March 31, 2023; (b) \$2,000,000 if the Agreement is terminated between April 1, 2023 and March 31, 2024, inclusive; and (c) \$1,000,000 if the Agreement is terminated between April 1, 2024 and March 31, 2026, inclusive. The liquidated damages shall be due and payable within sixty (60)twenty (20) days of the effective date of the termination, and any unpaid overdue amount shall bear simple interest at a rate eight (8) percent per annum until paid. For purposes of this Section 5.3.3, "Similar or Related Employment" means employment in football, coaching, or any capacity in sports (whether by title of the position or by

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performing the duties regularly associated with such position), including, but not limited to, employment (a) as a coach in any division of NCAA or NAIA athletics, (b) with a National Football League (NFL) team, or (c) in sports related media. If Coach terminates this Agreement for convenience and does not immediately commence Similar or Related Employment, and therefore does not pay the liquidated damages, but then at a future date within twelve (12) months of termination for convenience commences, or enters into an agreement to commence in the future, employment as a collegiate head football coach, or professional (NFL) head football coach, or as an assistant coach at a university that is a member of the Conference, then liquidated damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts such employment as a collegiate or professional head coach or assistant coach at a member institution of the Conference. By way of example only and for the avoidance of doubt, if Coach terminates for convenience on February 1, 2023, and accepts employment as a collegiate or professional head coach on January 15, 2024, the sum of two million dollars (\$2,000,000) would be payable to the University from Coach, or his designee. However, if Coach terminates for convenience on February 1, 2023, and accepts employment as a collegiate or professional football head coach on July 1, 2026, neither Coach nor his designee would owe the University any liquidated damages.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University (College) will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. -The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University (College) shall constitute adequate and reasonable compensation to the University (College) for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. -This Section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University (College).

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5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law the right to receive all supplemental compensation and other payments.

5.4. Termination due to Disability or Death of Coach.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's University (College)'s disability insurance carrier, becomes unable to perform the essential functions of the position of head coach for at least ninety (90) consecutive days, or dies.

5.4.2 If this Agreement is terminated because of Coach's death, Coach's salary and all other benefits shall terminate as of the last day worked, except that Coach's personal representative or other designated beneficiary shall be paid all compensation due or unpaid and

death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the ~~University (College)~~ and due to ~~Coach's~~ estate or beneficiaries thereunder.

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5.4.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the ~~University's University (College)s~~ disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach for at least ninety (90) consecutive days, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the ~~University (College)~~.

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5.5. Interference by Coach. - In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the ~~University's University (College)s~~ student-athletes or otherwise obstruct the ~~University's University (College)s~~ ability to transact business or operate its intercollegiate athletics program.

5.6. No Liability. -The ~~University (College)~~ shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, prerequisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

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5.7. Waiver of Rights. - Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to ~~University (College) employees~~, if the ~~University (College)~~ suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the ~~University (College)~~ from compliance with the notice, appeal, and similar employment-related rights provided for in Board policy, IDAPA 08.01.01 et seq., and the ~~University's policies University (College) (Faculty Staff) Handbook~~.

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ARTICLE 6

6.1. ~~Board Approval~~. This Agreement shall not be effective until and unless approved by the Board and executed by both parties as set forth below. -In addition, the payment of any compensation pursuant to this ~~a~~Agreement shall be subject to the approval of the Board, if required, the ~~President~~Chief Executive Officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and ~~University (College)s~~ rules regarding financial exigency.

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6.2. ~~University (College) Property~~. -All personal property (excluding vehicle(s) provided through the ~~courtesy car~~ program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, ~~T~~eam information, films, statistics or any other personal property, material, or data, furnished to Coach by the ~~University (College)~~ or developed by Coach on behalf of the ~~University (College)~~ or at the ~~University's University (College)s~~ direction or for the ~~University's University (College)s~~ use or otherwise in connection with Coach's employment hereunder are and shall remain the sole

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property of the University.~~(College)~~. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

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6.3. Assignment.- Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

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6.4. Waiver.- No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. -The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5. Severability.- If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6. Governing Law.- This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho. -Any action based in whole or in part on this Agreement shall be brought in the courts of the state of Idaho.

6.7. Oral Promises.- Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.~~(College)~~.

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6.8. Force Majeure.- Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9. Confidentiality.- This Agreement and all documents and reports Coach is required to produce under this Agreement may be released and made available to the public by the University.~~(College)~~.

6.10. Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Boise State University
Executive ~~(College)~~ Director of Athletics
1910 University Drive
Boise, Idaho 83725-1020

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with a copy to: Boise State University~~Chief Executive Officer~~
Office of the President
1910 University Drive
Boise, Idaho 83725-1000

Coach: Andrew Avalos
Last known address on file with
University's~~University (College)'s~~ Human Resource Services

With a copy to: Athletes First
23091 Mill Creek Drive
Laguna Hills, CA
Attn: General Counsel

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. -Actual notice, however and from whomever received, shall always be effective.

6.11. Headings. - The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12. Binding Effect. - This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

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6.13. Non-Use of Names and Trademarks. Coach shall not, without the University's~~University (College)'s~~ prior written consent in each case, use any name, trade name, trademark, or other designation of the University (College) (including contraction, abbreviation or simulation), except in the course and scope of official University (College) duties.

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6.14. No Third Party Beneficiaries. -There are no intended or unintended third party beneficiaries to this Agreement.

6.15. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. -No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board ~~if required under Board Policy H.H.~~

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6.16. Opportunity to Consult with Attorney. - Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases,

the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

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University _____ Coach

Jeremiah Dickey _____ Andrew Avalos
Executive Director of Athletics _____ Head Football Coach

Date _____ Date _____

Dr. Marlene Tromp
President

Date _____
University (College) _____ Coach

Signature: _____
Printed Name: _____
Chief Executive Officer
Date: _____

Signature: _____
Printed Name: _____
Date: _____

Approved by the Idaho State Board of Education on the ____ day of April 2021, _____
20__.

[*Note: Multiyear employment agreements requiring Board approval are defined Board Policy
II.H.]

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 5, 2021

BOISE STATE UNIVERSITY

SUBJECT

Employment Agreement for Athletic Director

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.
Idaho State Board of Education Governing Policies & Procedures, Section V.U.

BACKGROUND/DISCUSSION

Boise State University (BSU) is requesting approval of a contract for a new Athletic Director.

The contract is similar to the standard issued by Boise State University and follows the general form approved by the Board as a model contract.

Following a national search utilizing Collegiate Sports Associates, BSU has agreed to principal terms of employment with Jeramiah Dickey to serve as its Athletic Director.

Mr. Dickey has a proven track record, and comes to Boise from Baylor University, where he has provided leadership, oversight and management to various external and internal units for that institution, as well as the University of Houston, and Akron, before that. He's served as a sport program administrator and as a senior advisory staff member, and has established, fostered and maintained clear and concise communications with coaches, administration and direct reports.

IMPACT

The term of the proposed agreement is for five (5) years. The base annual salary is \$410,000.

Incentives are as follows, up to a cumulative maximum of \$50,000 annually.

Academic Achievement Incentive Pay.

- a) Academic Progress Rate (APR)
If the departmental Academic Progress Rate (APR) scores meets one of the following levels, the corresponding incentive payment will be paid by the University:

<u>APR Score</u>	<u>Incentive Pay</u>
970-979	\$10,000
980-989	\$15,000
990-999	\$20,000
1000	\$25,000

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 5, 2021

- b) Grade Point Average (GPA)
If the single semester grade point average for the student-athletes collectively in a given semester is 3.0 or higher, the Athletic Director shall receive \$7,500 per semester, not to exceed \$15,000 per academic year. This payment may be earned for the fall and spring semesters only.

Athletic Achievement Incentive Pay.

- a) National Association of Directors of Collegiate Athletics (NACDA) Director's Cup National Sports Award final year end rankings:

<u>Department Rank</u>	<u>Incentive Pay</u>
Top 40	\$15,000
Top 60	\$10,000
Top 75	\$5,000

- b) For Football Bowl Game Appearances:

College Football Playoff (CFP) game	\$35,000
College Football Playoff NY6 game	\$30,000
Non CFP bowl game	\$20,000

- c) \$7,500 if the football team wins or ties for the conference divisional championship.

- d) \$10,000 if the football team wins a conference football championship game.

- e) \$10,000 if the men's basketball team either reaches 18 regular season wins or reaches postseason play.

- f) \$7,500 if the women's soccer team, the women's volleyball team, the women's basketball team, the women's gymnastics team, and/or the women's softball team reach postseason play.

Buyout.

If Mr. Dickey terminates the agreement for convenience to join another educational institution or a professional sports organization, he would be responsible to pay the University, as liquidated damages, the following sum:

- a) \$1,000,000 if terminated on or before December 31, 2023;
- b) \$750,000 if terminated between January 1, 2024 and December 31, 2024; and
- c) \$250,000 if terminated between January 1, 2025 and December 31, 2025.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 5, 2021

If Mr. Dickey terminates the agreement because Dr. Tromp is no longer the President of BSU or in order to accept employment with an employer which is not an educational institution or professional sports organization, then the liquidated damages would be \$250,000.

Total first year maximum potential annual compensation (including salary, academic incentives and athletic incentives) is \$460,000.

ATTACHMENTS

- Attachment 1 – Proposed Contract
- Attachment 2 – Maximum Compensation Calculation
- Attachment 3 – Base Salary and Incentive Comparison
- Attachment 4 – Liquidated Damages Comparison
- Attachment 5 – APR Summary

STAFF COMMENTS AND RECOMMENDATIONS

The proposed employment agreement is in substantial compliance with the Board-approved model contract, with a base salary of \$410,000. Mr. Dickey will be assigned one vehicle through the University although insurance premiums are the responsibility of the Athletic Director. One full country club membership and reasonable expenses are also included in the contract as allowed in Board Policy V.U.1.c One-time moving expenses not to exceed \$15,000, and a one-time payment of \$25,000 in transitional allowance, consistent with University and Board policy and subject to the Board of Examiners guidelines are also within the contract

The contract does contemplate both Academic and Athletic Achievement Incentives as noted in the background, including a grade point average and Academic Progress Rate (APR) Standards that are reported to the Board annually, The APR standard is determined through metrics reflecting eligibility and retention data for each student-athlete on scholarship and a perfect score is 1000. The Dickey contract establishes a sliding scale benchmark of an annual APR of no less than 970.

Should the University terminate the Athletic Director for convenience, the University would be responsible for liquidated damages of the remaining unpaid base salary paid on the regular paydays of the University through the term of the contract, unless the Athletic Director secures other employment, at which time the University will adjust payments based on any new compensation received.

If the Athletic Director terminates the Agreement for convenience, he will be responsible for liquidated damages of \$1,000,000 if terminated on or before December 31, 2023; \$750,000 if terminated January 1, 2024 and December 31, 2024 inclusive, and \$250,000 if terminated between January 1, 2025 and December 31, 2025 inclusive.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 5, 2021

BOARD ACTION

I move to approve the request by Boise State University to enter into a five-year, multi-year agreement, as proposed, with Jeramiah Dickey as its Athletic Director commencing on January 16, 2021 and terminating on December 31, 2025, at a starting annual base salary of \$410,000 and such base salary increase and supplemental compensation provisions in substantial conformance with the terms of the Agreement set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 5, 2021

BOISE STATE UNIVERSITY

SUBJECT

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 5, 2021

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BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 5, 2021

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The contract does contemplate both Academic and Athletic Achievement Incentives as noted in the background, including a grade point average and Academic Progress Rate (APR) Standards that are reported to the Board annually, The APR standard is determined through metrics reflecting eligibility and retention data for each student-athlete on scholarship and a perfect score is 1000. The Dickey contract establishes a sliding scale benchmark of an annual APR of no less than 970.

Should the University terminate the Athletic Director for convenience, the University would be responsible for liquidated damages of the remaining unpaid base salary paid on the regular paydays of the University through the term of the contract, unless the Athletic Director secures other employment, at which time the University will adjust payments based on any new compensation received.

If the Athletic Director terminates the Agreement for convenience, he will be responsible for liquidated damages of \$1,000,000 if terminated on or before December 31, 2023; \$750,000 if terminated January 1, 2024 and December 31, 2024 inclusive, and \$250,000 if terminated between January 1, 2025 and December 31, 2025 inclusive.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 5, 2021

BOARD ACTION

I move to approve the request by Boise State University to enter into a five-year, multi-year agreement, as proposed, with Jeramiah Dickey as its Athletic Director commencing on January 16, 2021 and terminating on December 31, 2025, at a starting annual base salary of \$410,000 and such base salary increase and supplemental compensation provisions in substantial conformance with the terms of the Agreement set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (this “Agreement”) is entered into by and between Boise State University (the “University”), and Jeramiah Dickey (“Athletic Director”).

ARTICLE 1

1.1 Employment. Subject to the terms and conditions of this Agreement, the University shall employ Jeramiah Dickey as the Athletic Director of its intercollegiate athletics program (the “Program”). Athletic Director represents and warrants that he is fully qualified to serve, and is available for employment in this capacity.

1.2 Reporting Relationship. Athletic Director shall report and be responsible directly to the University’s President (the “President”). Athletic Director shall abide by the instructions of the President and shall confer with the President or the President’s designee as necessary on administrative and technical matters.

1.3 Duties. Athletic Director shall manage and supervise the Program and shall perform such other duties as the President may assign and as may be described elsewhere in this Agreement. In addition to the duties described herein, Athletic Director will be wholly committed to development of student athletes and their academic success, create a clear, inspiring, and articulable vision for the Program, develop a sustainable, long-term financial plan that supports that vision, including a plan for fundraising, donor stewardship, investment in facilities and revenue generation, and demonstrate a comprehensive understanding of and commitment to meeting the highest NCAA compliance standards. The University shall have the right, at any time, to reassign Athletic Director to duties at the University other than as Athletic Director, provided that Athletic Director’s compensation and benefits shall not be affected by such reassignment, except that the opportunity to earn supplemental compensation and incentives as provided in section 3.1.3 shall cease.

ARTICLE 2

2.1 Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on January 16, 2021 and terminating, without further notice to either party, on December 31, 2025 (the “Term”) unless terminated sooner 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 Athletic Director, both of which must be in writing and signed by the parties. Renewal may be subject to, and contingent upon the prior approval of the State Board of Education acting as the Board of Trustees of Boise State University. This Agreement in no way grants to Athletic Director a claim to tenure in employment, nor shall Athletic Director’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 Athletic Director's services and satisfactory performance of this Agreement, the University shall provide to Athletic Director compensation as set forth herein. Accompanying such compensation shall be:

- a) Athletic Director shall receive such employee benefits as the University provides generally to non-faculty professional staff employees; and
- b) Except as otherwise stated herein, Athletic Director shall receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level, provided that Athletic Director qualifies for such benefits by meeting all applicable eligibility requirements; and except that in the event of non-renewal or termination of Athletic Director's employment, Athletic Director must use accumulated vacation/annual leave prior to the end date of employment or the leave will be forfeited and not paid out; and;
- c) Payment or reimbursement of all reasonable moving expenses in accordance with University policy, in an amount not to exceed \$15,000; and
- d) Payment of \$25,000 in transitional allowance to offset expenses incurred during the transition to Boise State University.

3.1.2 Base Salary: The University shall pay Athletic Director a Base Salary of \$410,000 per year (prorated for partial years) of this Agreement. Additionally, the Base Salary will increase annually by at least 2% at the sole discretion of the President after determination by the President that the annual goals the President sets for Athletic Director are successfully achieved. Athletic Director may be eligible to receive the Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. The CEC, if granted, may be incorporated as part of the increase.

3.1.3. In addition to the Base Salary, the University shall pay Athletic Director Incentive Compensation as set forth below. Such payments shall be made within forty-five (45) days of the occurrence of the event (or in the case of the grade point average, after all finalized grades are posted) where the incentive criteria was met while the Athletic Director was employed in that position.

- a) For Overall Department Athletic Performance: For the National Association of Directors of Collegiate Athletics (NACDA) Director's Cup National Sports Award final year end rankings:

<u>Department Rank</u>	<u>Incentive Pay</u>
Top 40	\$15,000
Top 60	\$10,000
Top 75	\$5,000

- b) For Academic Performance: As long as the annual departmental average National Collegiate Athletic Association (“NCAA”) Academic Progress Rate (“APR”) scores meet the following levels, the following applicable incentive payments will be paid by the University:

<u>Department APR Score</u>	<u>Incentive pay</u>
970-979	\$10,000
980-989	\$15,000
990-999	\$20,000
1000	\$25,000

- 1.
- c) For Football Bowl Game Appearances: If the University football team plays in an NCAA approved post-season bowl game, one of the following incentive payments will be made by the University, as applicable:

College Football Playoff (CFP) game = \$35,000
 New Year’s Six game = \$30,000
 Non-CFP bowl game = \$20,000

- d) Additional Incentive Compensation
- 1) If the single semester grade point average for the student-athletes collectively in a given semester is 3.0 or higher, Athletic Director shall receive \$7,500 per semester, not to exceed \$15,000 per academic year. This payment may be earned for the fall and spring semesters only, summer or intersession times are not considered except when intersession classes are transcribed as part of the fall or spring semester.
 - 2) If the Football team wins or ties for the conference divisional championship, Athletic Director shall receive \$7,500.
 - 3) If the Football team wins a conference football championship game, Athletic Director shall receive \$10,000.
 - 4) If the men’s basketball team either reaches 18 regular season wins or reaches postseason play, Athletic Director shall receive \$10,000.
 - 5) If the women’s soccer team, the women’s volleyball team, the women’s basketball team, the women’s gymnastics team, or the women’s softball team reaches postseason play,

Athletic Director shall receive \$7,500. The maximum payment per year is \$7,500 whether one or all five teams reach postseason competition.

- e) Each of the above incentives are intended to reward the achievement of each individual occurrence and are cumulative, provided that the cumulative total of payments shall in no event exceed \$50,000 annually.

3.1.4 The University annually shall provide or make arrangements through the Department trade-out program one (1) full-size automobile subject to and according to the policy of the Board and the University. Insurance premiums for the assigned vehicle shall be paid by Athletic Director. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted.

3.1.5 The University shall provide Athletic Director with one full country club membership at all times during the Term of this Agreement, subject to reasonable University business rules, processes and limitations which may lead to certain out of pocket expenses by Athletic Director (for example, for food, beverages, cart rentals and the like).

3.2 Media. Agreements requiring Athletic Director to participate in media programs related to his duties as an employee of the University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media products and all parties desiring public appearances by Athletic Director. Athletic Director agrees to cooperate with the University in order for the programs to be successful and agrees to provide his services to and perform on the programs and to cooperate in their production, broadcasting and telecasting. It is understood that neither Athletic Director nor any assistant Department employees shall appear without prior written approval of the President on any competing radio or television program (including but not limited to a call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the President, Athletic Director shall not appear in any commercial endorsements.

3.2.1 Athletic Director agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Athletic Director, during official practices and games and during times when Athletic Director or any part of the Program is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of the University.

3.3 All payments provided for in this Agreement shall be paid through the University's normal bi-weekly payroll with the applicable withholdings as required by law and applicable deductions as directed by Athletic Director.

3.4 Athletic Director's spouse and children will be eligible for travel alongside Athletic Director for post season tournaments or bowl games, as determined on a case by case basis by the President.

ARTICLE 4

4.1 Athletic Director's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Athletic Director, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1 Devote Athletic Director's full time and best efforts to the performance of Athletic Director's duties under this Agreement and effectively manage the Athletic Department while performing the duties and responsibilities customarily associated with the position of an athletic director at a Division 1 FBS level university;

4.1.2 Develop and implement programs and procedures with respect to the evaluations of all Program sport participants to enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3 Observe and uphold all academic standards, requirements, and policies of the University and encourage all Program participants to perform to their highest academic potential and to graduate in a timely manner;

4.1.4 Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's Board of Trustees, conferences in which the University is a member, and the NCAA; supervise and take appropriate steps to ensure that the Department's employees know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the President and to the Department's Director of NCAA Compliance if Athletic Director has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Athletic Director shall cooperate fully with the University and the Department at all times. The applicable laws, policies, rules, and regulations include: (a) State Board of Education (Board of Trustees) Governing Policies and Procedures and Rule Manual; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the conferences of which the University is a member;

4.1.5. Supervise and manage the Department to insure, to the maximum extent possible, that all staff follow applicable University policies, State Board of Education policies, NCAA, and applicable conference rules and regulations at all times;

4.1.6 Manage Departmental fiscal areas consistent with State Board of Education policies and the policies of the University; and,

4.1.7 Take reasonable steps to maintain student-athlete graduations within six (6) years at a rate equal to or better than the general University student body.

4.2 Outside Activities. Athletic Director shall not undertake any business, professional or personal activities, or pursuits that would prevent Athletic Director from devoting Athletic Director's full time and best efforts to the performance of Athletic Director's duties under this

Agreement, that would otherwise detract from those duties in any manner, or that in the opinion of the University, would reflect adversely upon the University or the Program. Any outside business or professional activities must be disclosed and reported to the President. Subject to the terms and conditions of this Agreement, Athletic Director may, with the prior written approval of the President, enter into separate arrangements for outside activities and endorsements which are consistent with Athletic Director's obligations under this Agreement. Athletic Director may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the President.

4.3 NCAA Rules. In accordance with NCAA rules, Athletic Director shall obtain prior written approval from the President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to the University. In no event shall Athletic Director accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's Board of Trustees, the conferences in which the University is a member, or the NCAA.

4.4 Hiring Authority. Athletic Director shall have the responsibility and sole authority for the hiring and termination of Program personnel; provided, however, any decision to hire or terminate a Head Coach shall be made by the President, in the President's sole discretion, following recommendation by Athletic Director, and shall, when necessary or appropriate, be subject to the approval of the University's Board of Trustees.

4.5 Scheduling. Athletic Director shall make decisions with respect to the scheduling of competitions for sports in the Program.

4.6 Other Athletic Director Opportunities. Athletic Director shall not, under any circumstances, interview or negotiate for employment as an Athletic Director at any other institution of higher education requiring performance of duties prior to the expiration of this Agreement without the prior approval of the President. Such approval shall not unreasonably be withheld and shall not be considered a waiver of Athletic Director's obligations hereunder, including but not limited to the notice, payment and other obligations of sections 5.3.2 and 5.3.3.

4.7 Disclosure of Criminal Proceedings, Serious Misconduct, and Discipline. Athletic Director warrants that prior to signing this Agreement, he has disclosed and will continue to disclose if he has been accused of, investigated for, convicted of, or pled guilty or no contest to, or received a withheld judgment for a felony or misdemeanor, has been accused of serious misconduct in a civil suit or internal process at any prior institution where Athletic Director was employed, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where he was employed. "Serious misconduct" is defined as any act of harassment prohibited by law, including sexual harassment, sexual misconduct, domestic

violence, dating violence, stalking, sexual exploitation, or dishonesty or fiscal misconduct. Any disclosure after the date of this Agreement shall be made as soon as possible, but no later than 72 hours after Athletic Director is on notice of any accusation.

ARTICLE 5

5.1 Termination of Athletic Director for Cause. The University may, with good and adequate cause, as those terms are defined in applicable policies, rules and regulations: suspend Athletic Director from some or all of Athletic Director's duties, temporarily or permanently, and with or without pay; reassign Athletic Director to other duties; or terminate this Agreement at any time.

5.1.1 In addition to the definitions contained in applicable policies, rules and regulations, the University and Athletic Director hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or material violation of Athletic Director's duties under this Agreement or the refusal or unwillingness of Athletic Director to perform such duties in good faith and to the best of Athletic Director's abilities;
- b) The failure of Athletic Director to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or material violation by Athletic Director of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, its conferences, or the NCAA, including but not limited to any such violation by Athletic Director which may have occurred during the employment of Athletic Director at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Athletic Director from duty without the University's consent;
- e) Any conduct of Athletic Director that constitutes moral turpitude or that, in the reasonable and good faith determination of the President, would be prejudicial to the best interests of the University or the Program;
- f) The failure of Athletic Director to represent the University and the Program positively in public and private forums;
- g) The failure of Athletic Director to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law (but excluding infractions) or the

policies, rules or regulations of the University, the University's Board of Trustees, the conference, or the NCAA;

- h) The failure of Athletic Director to report a known violation of any applicable law (but excluding infractions) or the policies, rules or regulations of the University, the University's Board of Trustees, its conferences, or the NCAA, by one of Athletic Director's employees for whom Athletic Director is administratively responsible, or a member of any team in the Program;
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, its conferences, or the NCAA, by one of Athletic Director's employees for whom Athletic Director is administratively responsible, or a member of any team in the Program if Athletic Director knew or reasonably should have known of the violation and could have prevented it by ordinary supervision;
- j) The failure of Athletic Director to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.7 of this Agreement;
- k) The failure of Athletic Director to comply with any valid or legal directive of President;
- l) Athletic Director's engagement in dishonesty, illegal conduct, or misconduct, which, in each case, is injurious to University or its reputation;
- m) Athletic Director's embezzlement, misappropriation, or fraud, whether or not related to the Athletic Director's employment with the University;
- n) Athletic Director's conviction of or plea of guilty or *nolo contendere*, or the entry of a withheld judgment to a crime what constitutes a felony or misdemeanor (but excluding infractions), if such felony or misdemeanor is work-related, materially impairs the Athletic Director's ability to perform duties for the University, or results in reputational harm to the University or the State Board of Education;
- o) Athletic Director's violation of University's written policies, or codes of conduct, including written policies related to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct, which violation is material, or is

not material but in the University's judgement, reflects materially adversely on the University or its Program;

- p) Athletic Director's unauthorized disclosure of Confidential Information, which information and disclosure is material, or is not material, but in the University's judgment, reflects materially adversely on the University or its Program; or
- q) Athletic Director's engagement in conduct that brings University or the State Board of Education material negative publicity or into public disgrace, embarrassment, or disrepute.

5.1.2 Suspension, reassignment or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the President or his designee (to be designated in writing) shall provide Athletic Director with written notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Athletic Director shall then have a reasonable opportunity to respond. After Athletic Director responds or fails to respond, the University shall notify, in writing, Athletic Director whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Athletic Director, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources. However, any amounts due or earned (whether monetary or other benefits) by Athletic Director as of the time of termination for good and adequate cause shall still be paid to Athletic Director by the University.

5.1.4 If found by the NCAA to be in violation of NCAA regulations, Athletic Director shall, in addition to the provisions of section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which Athletic Director was employed.

5.2 Termination of Athletic Director for Convenience of University.

5.2.1 At any time after commencement of this Agreement, the University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Athletic Director.

5.2.2 In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Athletic Director, as liquidated damages and not a penalty, only the remaining, unpaid Base Salary (plus any increases) set forth in section 3.1.2, reduced by all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends. Provided, however, in the event Athletic Director obtains other

employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Athletic Director as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.2 (before deductions required by law) by the gross compensation paid to Athletic Director under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Athletic Director will be entitled to continue his health insurance plan and group life insurance (but no other 3.1.1 compensation) as if he remained a University employee until the Term of this Agreement ends or until Athletic Director obtains employment or any other employment, whichever occurs first. Athletic Director shall not be entitled to any other form or amount of 3.1.3 (unless earned and vested prior to date of notice of termination), 3.1.4, or 3.1.5 compensation after the University's date of notice of termination pursuant to 5.2.1. Athletic Director shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Athletic Director specifically agrees to inform the University within ten (10) business days of obtaining other athletic employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Athletic Director agrees not to accept employment for compensation at less than the fair value of Athletic Director's services, as determined by all circumstances existing at the time of employment. Athletic Director further agrees to repay to the University all compensation paid to him by the University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by legal counsel, or had the opportunity to do so, in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Athletic Director may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Athletic Director shall constitute adequate and reasonable compensation to Athletic Director for the damages and injury suffered by Athletic Director because of such termination by the University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Athletic Director for Convenience.

5.3.1 Athletic Director recognizes that his promise to work for the University for the entire Term of this Agreement is of the essence of this Agreement. Athletic Director also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the Term of this Agreement.

5.3.2 Athletic Director, for his own convenience, may terminate this Agreement during its Term by giving prior written notice to the University. Termination shall be effective ten

(10) days after notice is given to the University. If Athletic Director terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. However, any amounts due or earned (whether monetary or other benefits) by Athletic Director as of the date of termination shall still be paid to Athletic Director by the University.

5.3.3 If Athletic Director terminates this Agreement for his convenience in order to accept employment at another educational institution or with a professional sports team or organization, he shall pay to the University, as liquidated damages and not a penalty, the following sum: (a) \$1,000,000 if the Agreement is terminated on or before December 31, 2023; (b) \$750,000 if the Agreement is terminated between January 1, 2024 and December 31, 2024, inclusive; and (c) \$250,000 if the Agreement is terminated between January 1, 2025 and December 31, 2025, inclusive.

If Athletic Director terminates this Agreement for his convenience because Dr. Marlene Tromp no longer is employed as the President at Boise State University, OR in order to accept employment with an employer which is not an educational institution or professional sports team or organization, then the liquidated damages amount owed to the University shall be only a one-time \$250,000.

The liquidated damages shall be due and payable within sixty (60) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight percent (8%) per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations, or had the opportunity to do so, and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Athletic Director, in addition to potentially increased compensation costs if Athletic Director terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Athletic Director and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by Athletic Director. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Athletic Director terminates this Agreement because of a material breach by the University.

5.3.5 If Athletic Director terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all compensation and other payments not earned by him as of the time of termination.

5.4 Termination due to Disability or Death of Athletic Director.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Athletic Director: becomes totally or permanently disabled as defined by the University's disability insurance carrier; becomes, in the sole judgment of the

President, based upon the written opinion of a licensed physician competent to provide such an opinion, unable to perform the essential functions of the position of Athletic Director for a period of at least ninety (90) consecutive days; or dies.

5.4.2 If this Agreement is terminated because of Athletic Director's death, Athletic Director's salary and all other benefits shall terminate as of the last day worked, except that Athletic Director's personal representative or other designated beneficiary shall be paid all compensation earned and due (including any Incentive Compensation earned under section 3.1.3, but not yet paid, as of the effective date of termination) and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Athletic Director's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because Athletic Director becomes totally or permanently disabled or becomes unable to perform the essential functions of the position of Athletic Director for a period of at least ninety (90) consecutive days, both as more fully described in section 5.4.1, all salary and other benefits shall terminate, except that Athletic Director shall be entitled to receive any compensation due (including any Incentive Compensation earned under section 3.1.3, but not yet paid, as of the effective date of termination) or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.4.4 Nothing herein shall be deemed to be a waiver by Athletic Director of any rights under the Americans with Disabilities Act or any subsequent amendment.

5.5 Interference by Athletic Director. In the event of termination, suspension, or reassignment, Athletic Director agrees that he will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate the Program.

5.6 No Liability. Other than what Athletic Director is or shall be entitled to under this Agreement, the University shall not be liable to Athletic Director for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Athletic Director, regardless of the circumstances.

5.7 Waiver of Rights. Because Athletic Director is receiving a multi-year contract and the opportunity to receive incentive compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Athletic Director, or terminates this Agreement for good or adequate cause or for convenience, Athletic Director shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided by the Board of Trustees and its Governing Policies and Procedures Manual, and the University Policy Manual.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved by the University's Board of Trustees and executed by both parties as set forth below. In addition,

the payment of any compensation pursuant to this Agreement shall be subject to the approval of the University's Board of Trustees; and the President; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and the University's rules and policies regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the trade-out program), material, and articles of information including without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Athletic Director by the University or developed by Athletic Director on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Athletic Director's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Athletic Director shall immediately cause any such personal property, materials, and articles of information in Athletic Director's possession or control to be delivered to the President.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the Ada County courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. Athletic Director hereby consents and agrees that this document may be released and made available to the public after it is signed by Athletic Director. Athletic Director further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: President
Boise State University
1910 University Drive
Boise, Idaho 83725

with a copy to: General Counsel
Boise State University
1910 University Drive
Boise, Idaho 83725-1002

Athletic Director: Jeramiah Dickey
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Athletic Director shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. Athletic Director acknowledges that he has had the opportunity to consult with and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

ATHLETIC DIRECTOR

Dr. Marlene Tromp, President

Date

Jeramiah Dickey

Date

Approved by the Board of Trustees on the ____ day of March, 2021.

~~(MODEL ATHLETICS MULTI-YEAR CONTRACT)~~

~~(template adopted by Idaho State Board of Education, _____, 2018)~~

EMPLOYMENT AGREEMENT

This Employment Agreement (~~this “Agreement”~~) is entered into by and between Boise State
~~_____~~ (University (~~the “University”~~), ~~College~~), and Jeramiah Dickey (“Athletic
Director”). ~~_____~~ (Coach).

ARTICLE 1

~~1.1~~ 1.1.—Employment. Subject to the terms and conditions of this Agreement, the University (~~College~~) shall employ Jeramiah Dickey ~~Coach~~ as the Athletic Director ~~head coach~~ of its intercollegiate athletics program (the “Program”). ~~Athletic (Sport) team (Team) (or Director of Athletics). Coach~~ (Director) represents and warrants that he ~~Coach~~ is fully qualified to serve, and is available for employment, in this capacity.

~~1.2.1.2~~ Reporting Relationship. ~~Athletic Director~~ ~~Coach~~ shall report and be responsible directly to the University’s President (the “President”). ~~University (College)’s Athletic Director (Director) or the Director’s designee. Coach~~ shall abide by the reasonable instructions of the President ~~Director or the Director’s designee~~ and shall confer with the President ~~Director or the President’s Director’s designee~~ as necessary on all administrative and technical matters. ~~Coach~~ shall also be under the general supervision of the University (College)’s Chief Executive Officer (Chief Executive Officer).

~~1.3.1.3~~ Duties. ~~Athletic Director~~ ~~Coach~~ shall manage and supervise the Program ~~Team~~ and shall perform such other duties as the President in the University (College)’s athletic program as the Director may assign and as may be described elsewhere in this Agreement. In addition to the duties described herein, Athletic Director will be wholly committed to development of student athletes and their academic success, create a clear, inspiring, and articulable vision for the Program, develop a sustainable, long-term financial plan that supports that vision, including a plan for fundraising, donor stewardship, investment in facilities and revenue generation, and demonstrate a comprehensive understanding of and commitment to meeting the highest NCAA compliance standards. The University (~~College~~) shall have the right, at any time, to reassign Athletic Director ~~Coach~~ to duties at the University (~~College~~) other than as Athletic Director ~~head coach of the Team~~, provided that Athletic Director’s ~~Coach’s~~ compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation and incentives as provided in Sections 3.1.32.1 through ~~(depending on supplemental pay provisions used)~~ shall cease.

ARTICLE 2

2.1.2.1 Term. -This Agreement is for a fixed-term appointment of five (5(—)) years, commencing on January 16, 2021 and terminating, without further notice to either party, on December 31, 2025 (the “Term”) unless ~~sooner~~ terminated sooner in accordance with other provisions of this Agreement.

2.2.2.2 Extension or Renewal. -This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Athletic Director, both of which must be in writing and signed by the parties. ~~Renewal may be~~ Any renewal is subject to, and contingent upon the prior approval of the ~~Idaho~~ State Board of Education acting as the ~~(Board of Trustees of Boise State University.)~~. This Agreement in no way grants to Athletic Director a claim to tenure in employment, nor shall Athletic Director’s service pursuant to this Agreement count in any way toward tenure at the University. ~~(College)~~.

ARTICLE 3

~~3.1~~ ~~3.1~~ Regular Compensation.

~~3.1.1~~ In consideration of Athletic Director's Coach's services and satisfactory performance of this Agreement, the University ~~(College)~~ shall provide to Athletic Coach:

~~3.1.1 a)~~ ~~An annual salary of \$ _____ per year, payable in biweekly installments in accordance with normal University (College) procedures, and such salary increases as may be determined appropriate by the Director compensation as set forth herein. Accompanying such compensation shall be:~~ ~~and Chief Executive Officer and approved by the Board;~~

~~a) Athletic Director shall~~ ~~b)~~ ~~The opportunity to receive such employee benefits as the University (College) provides generally to non-faculty professional staff employees; exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University (College) and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and~~

~~Except as otherwise stated herein, Athletic Director shall~~ ~~e)~~ ~~The opportunity to receive such employee benefits as the University's University (College)'s Department of Athletics (the "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.~~

~~Coach understands and agrees that financial conditions may require the Chief Executive Officer, in the Chief Executive Officer's discretion, to institute furloughs or to take such other actions consistent with Board policy as the Chief Executive Officer may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.~~

~~3.2~~ Supplemental Compensation

~~3.2.1. Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) 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 (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.~~

b) ~~3.~~ 2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the Chief Executive Officer wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director qualifies for such benefits by meeting all applicable eligibility requirements; and except that in the event of

non-renewal or termination of Athletic Director's employment, Athletic Director must use accumulated vacation/annual leave prior to the end date of employment or the leave will be forfeited and not paid out; and;-

- c) Payment or reimbursement of all reasonable moving expenses in accordance with University policy, in an amount not to exceed \$15,000; and
- d) Payment of \$25,000 in transitional allowance to offset expenses incurred during the transition to Boise State University.

3.1.2 Base Salary: The University shall pay Athletic Director a Base Salary of \$410,000 per year (prorated for partial years) of this Agreement. Additionally, the Base Salary will increase annually by at least 2% at the sole discretion of the President after determination by the President that the annual goals the President sets for Athletic Director are successfully achieved. Athletic Director may be eligible to receive the Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. The CEC, if granted, may be incorporated as part of the increase.

3.1.3. In addition to the Base Salary, the University shall pay Athletic Director Incentive Compensation as set forth below. Such payments shall be made within forty-five (45) days of the occurrence of the event (or in the case of the grade point average, after all finalized grades are posted) where the incentive criteria was met while the Athletic Director was employed in that position.

- a) For Overall Department Athletic Performance: For the National Association of Directors of Collegiate Athletics (NACDA) Director's Cup National Sports Award final year end rankings:

<u>Department Rank</u>	<u>Incentive Pay</u>
<u>Top 40</u>	<u>\$15,000</u>
<u>Top 60</u>	<u>\$10,000</u>
<u>Top 75</u>	<u>\$5,000</u>

- b) For Academic Performance: As long as the annual departmental average National Collegiate Athletic Association ("NCAA") Academic Progress Rate ("APR") scores meet the following levels, the following applicable incentive payments will be paid by the University:

<u>Department APR Score</u>	<u>Incentive pay</u>
<u>970-979</u>	<u>\$10,000</u>
<u>980-989</u>	<u>\$15,000</u>
<u>990-999</u>	<u>\$20,000</u>
<u>1000</u>	<u>\$25,000</u>

1.

c) For Football Bowl Game Appearances: If the University football team plays in an NCAA approved post-season bowl game, one of the following incentive payments will be made by the University, as applicable:

College Football Playoff (CFP) game = \$35,000

New Year's Six game = \$30,000

Non-CFP bowl game = \$20,000

d) Additional Incentive Compensation

1) If the single semester grade point average for the student-athletes collectively in a given semester is 3.0 or higher, Athletic Director shall receive \$7,500 per semester, not to exceed \$15,000 per academic year. This payment may be earned for the fall and spring semesters only, summer or intersession times are not considered except when intersession classes are transcribed as part of the fall or spring semester.

2) If the Football team wins or ties for the conference divisional championship, Athletic Director shall receive \$7,500.

3) If the Football team wins a conference football championship game, Athletic Director shall receive \$10,000.

4) If the men's basketball team either reaches 18 regular season wins or reaches postseason play, Athletic Director shall receive \$10,000.

5) If the women's soccer team, the women's volleyball team, the women's basketball team, the women's gymnastics team, or the women's softball team reaches postseason play, Athletic Director shall receive \$7,500. The maximum payment per year is \$7,500 whether one or all five teams reach postseason competition.

~~3.2.5—Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment).~~

~~3.2.6—(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))
Coach agrees that the University (College) has the exclusive right to operate youth (Sport) camps on its campus using University (College) facilities. The University (College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the University (College)'s~~

~~camps in Coach's capacity as a University (College) employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University (College)'s (Sport) camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University (College)'s summer (Sport) camps, the University (College) shall pay Coach (amount) per year as supplemental compensation during each year of employment as head (Sport) coach at the University (College). This amount shall be paid (terms of payment).~~

~~**(SUMMER CAMP—OPERATED BY COACH)** Coach may operate a summer youth (Sport) camp at the University (College) under the following conditions:~~

- ~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~
- ~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) Assistant coaches at the University (College) are given priority when Coach or the private enterprise selects coaches to participate;~~
- ~~d) Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) Coach or the private enterprise enters into a contract with University (College) and (campus concessionaire) for all campus goods and services required by the camp.~~

- ~~f) — Coach or private enterprise pays for use of University (College) facilities including the _____.~~
- ~~g) — Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as Exhibit A.~~
- ~~h) — Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff \$1 million; (2) catastrophic coverage: camper and staff \$1 million maximum coverage with \$100 deductible;~~
- ~~i) — To the extent permitted by law, Coach or the private enterprise shall defend and indemnify the State of Idaho, the University (College) and the Board against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~
- ~~j) — All employees of the summer youth camp(s) shall be employees of Coach or the private enterprise and not the University (College) while engaged in camp activities. Coach and all other University (College) employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws~~

~~In the event of termination of this Agreement, suspension, or reassignment, University (College) shall not be under any obligation to permit a summer youth camp to be held by~~

~~Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.~~

3.2.7 Coach agrees that the University (College)

e) Each of the above incentives are intended to reward the achievement of each individual occurrence and are cumulative, provided that the cumulative total of payments shall in no event exceed \$50,000 annually.

3.1.4 The University annually shall provide or make arrangements through the Department trade-out program one (1) full-size automobile subject to and according to the policy of the Board and the University. Insurance premiums for the assigned vehicle shall be paid by Athletic Director. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted.

3.1.5 The University shall provide Athletic Director with one full country club membership at all times during the Term of this Agreement, subject to reasonable University business rules, processes and limitations which may lead to certain out of pocket expenses by Athletic Director (for example, for food, beverages, cart rentals and the like).

3.2 Media. Agreements requiring Athletic Director to participate in media programs related to his duties as an employee of the University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media products and all parties desiring public appearances by Athletic Director. Athletic Director agrees to cooperate with the University in order for the programs to be successful and agrees to provide his services to and perform on the programs and to cooperate in their production, broadcasting and telecasting. It is understood that neither Athletic Director nor any assistant Department employees shall appear without prior written approval of the President on any competing radio or television program (including but not limited to a call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the President, Athletic Director shall not appear in any commercial endorsements.

3.2.1 Athletic Director agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Athletic Director~~Coach~~, during official practices and games and during times when Athletic Director~~Coach~~ or any part of the ~~Program Team~~ is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of ~~the University~~University (College). ~~Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company~~

~~Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder Coach's duties and obligations as head (Sport) coach. In order to avoid entering into an agreement with a competitor of (Company Name), Coach shall submit all outside consulting agreements to the University (College) for review and approval prior to execution. Coach shall also report such outside income to the University (College) in accordance with NCAA (or NAIA) rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including (Company Name), and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.~~

~~3.3 All payments provided for in this Agreement shall be paid through the University's normal bi-weekly payroll with the applicable withholdings as required by law and applicable deductions as directed by Athletic Director. 3.3 General Conditions of Compensation. All compensation provided by the University (College) to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University (College) to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.~~

~~3.4 Athletic Director's spouse and children will be eligible for travel alongside Athletic Director for post season tournaments or bowl games, as determined on a case by case basis by the President.~~

ARTICLE 4

~~4.1.4.1 Athletic Director's Coach's Specific Duties and Responsibilities. –In consideration of the compensation specified in this Agreement, Athletic Director Coach, in addition to the obligations set forth elsewhere in this Agreement, shall:~~

~~4.1.4.1.1 Devote Athletic Director's Coach's full time and best efforts to the performance of Athletic Director's Coach's duties under this Agreement and effectively manage the Athletic Department while performing the duties and responsibilities customarily associated with the position of an athletic director at a Division 1 FBS level university;~~

~~4.1.4.1.2 Develop and implement programs and procedures with respect to the evaluations of all Program sport participants to evaluation, recruitment, training, and coaching~~

~~of Team members which~~ enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3.4.1.3 Observe and uphold all academic standards, requirements, and policies of the University ~~(College)~~ and encourage all Program participants~~Team members~~ to perform to their highest academic potential and to graduate in a timely manner; ~~and~~

4.1.4.4.1.4 Know, recognize, and comply with all applicable laws, ~~and with the~~ policies, rules and regulations of the University, ~~(College)~~, the University's Board of Trustees, conferences in which, the University is a member conference, and the NCAA; ~~(or NAIA)~~; supervise and take appropriate steps to ensure that the Department's Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the ~~President/Director~~ and to the Department's Director of NCAA Compliance if Athletic Director/Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's/University (College)'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Athletic Director/Coach shall cooperate fully with the University ~~(College)~~ and the Department at all times. ~~The names or titles of employees whom Coach supervises are attached as Exhibit B.~~ The applicable laws, policies, rules, and regulations include: (a) State Board of Education (Board of Trustees) Governing Policies and policies; (b) University (College)'s (Faculty Staff) Handbook; (c) University (College)'s Administrative Procedures and Rule Manual; (b) the University's Policy Manual; (c) ~~d~~ the policies of the Department; ~~(de)~~ NCAA ~~(or NAIA)~~ rules and regulations; and ~~(ef)~~ the rules and regulations of the conferences(Sport) conference of which the University ~~(College)~~ is a member; ~~-~~

4.1.5. Supervise and manage the Department to insure, to the maximum extent possible, that all staff follow applicable University policies, State Board of Education policies, NCAA, and applicable conference rules and regulations at all times;

4.1.6 Manage Departmental fiscal areas consistent with State Board of Education policies and the policies of the University; and,

4.1.7 Take reasonable steps to maintain student-athlete graduations within six (6) years at a rate equal to or better than the general University student body.

4.2 Outside Activities. ~~Athletic Director/Coach~~ shall not undertake any business, professional or personal activities, or pursuits that would prevent Athletic Director/Coach from devoting Athletic Director's/Coach's full time and best efforts to the performance of Athletic Director's/Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, ~~(College)~~, would reflect adversely upon the University or the Program. Any outside business or professional activities must be disclosed and reported to the President.(College) or its athletic program. Subject to the terms and conditions of this Agreement, Athletic Director/Coach may, with the prior written approval of the President/Director, who may consult with the Chief Executive Officer, enter into separate arrangements for outside activities and endorsements which are consistent with Athletic

~~Director's Coach's~~ obligations under this Agreement. ~~Athletic Director Coach~~ may not use the ~~University's University (College)'s~~ name, logos, or trademarks in connection with any such arrangements without the prior written approval of the ~~President Director and the Chief Executive Officer~~.

~~4.3~~ 4.3—~~NCAA (or NAIA) Rules.~~ In accordance with NCAA ~~(or NAIA)~~ rules, ~~Athletic Director Coach~~ shall obtain prior written approval from the ~~President University (College)'s Chief Executive Officer~~ for all athletically related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits to the ~~President University (College)'s Chief Executive Officer~~ whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University ~~(College)~~ work day preceding June 30th. The report shall be in a format reasonably satisfactory to ~~the University (College)~~. In no event shall ~~Athletic Director Coach~~ accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, ~~(College)~~, the University's Board of Trustees, the conferences in which the University is a member conference, or the NCAA. ~~(or NAIA)~~.

~~4.4~~ 4.4—Hiring Authority. ~~Athletic Director Coach~~ shall have the responsibility and ~~the sole authority~~ for to recommend to the Director the hiring and termination of Program personnel; provided, however, ~~any assistant coaches for the Team, but the~~ decision to hire or terminate a Head Coach an assistant coach shall be made by the President, in the President's sole discretion, following recommendation by Athletic Director, and shall, when necessary or appropriate, be subject to the approval of ~~Chief Executive Officer and the~~ University's Board of Trustees.

~~4.5~~ 4.5—Scheduling. ~~Athletic Director Coach~~ shall ~~consult with, and may make decisions recommendations to, the Director or the Director's designee~~ with respect to the scheduling of ~~Team competitions for sports in the Program, but the final decision shall be made by the Director or the Director's designee.~~

~~4.6~~ 4.6—Other Athletic Director Coaching Opportunities. ~~Athletic Director Coach~~ shall not, under any circumstances, interview ~~for,~~ negotiate for, ~~or accept~~ employment as an Athletic Director a coach at any other institution of higher education ~~or with any professional sports team,~~ requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the ~~President Director.~~ Such approval shall not unreasonably be withheld and shall not be considered a waiver of Athletic Director's obligations hereunder, including but not limited to the notice, payment and other obligations of sections 5.3.2 and 5.3.3.

~~4.7~~—Disclosure of Criminal Proceedings, Serious Misconduct, and Discipline. ~~Athletic Director Coach~~ warrants that prior to signing this Agreement, he Coach has disclosed and will continue to disclose if he Coach has been accused of, investigated for, convicted of, or pled guilty or no contest to, or received a withheld judgment for a felony or misdemeanor, has been accused

~~of involving serious misconduct in a civil suit or internal process at any prior institution where Athletic Director was employed, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where heCoach was employed.~~ - “Serious misconduct” is defined as any act of harassment prohibited by law, including sexual harassment, sexual misconduct, violence, domestic violence, dating violence, stalking, sexual exploitation, or dishonesty or fiscal misconduct. ~~Any disclosure after any assault that employs the use of a deadly weapon or causes serious bodily injury.~~

~~4.7 4.8~~ Media Obligations. ~~Coach must fully participate in media programs and public appearances (Programs) through the date of this Agreement shall be made the Team’s last regular season or post season competition. Agreements requiring Coach to participate in Programs related to Coach’s duties as soon as possible, but no later than 72 hours after Athletic Director an employee of University (College) are the property of the University (College). The University (College) shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University (College) in order for the Programs to be successful and agrees to provide Coach’s services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is on notice understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach’s show, call in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of any accusation the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University (College)’s designated media outlets.~~

ARTICLE 5

~~5.1 5.1~~ Termination of Athletic DirectorCoach for Cause. -The University (College) may, with good and adequate cause, as those terms are defined in applicable policies, rules and regulations; ~~in its discretion,~~ suspend Athletic DirectorCoach from some or all of Athletic Director’sCoach’s duties, temporarily or permanently, and with or without pay; reassign Athletic DirectorCoach to other duties; or terminate this Agreement at any time ~~for good or adequate cause, as those terms are defined in applicable rules and regulations.~~

~~5.1.1 5.1.1~~ In addition to the definitions contained in applicable policies, rules and regulations, the University (College) and Athletic DirectorCoach hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or materialmajor violation of Athletic Director’sCoach’s duties under this Agreement or the refusal or unwillingness

of Athletic Director Coach to perform such duties in good faith and to the best of Athletic Director's Coach's abilities;

- b) The failure of Athletic Director Coach to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University; ~~(College);~~
- c) A deliberate or material ~~major~~ violation by Athletic Director Coach of any applicable law or the policies, rules or regulations of the University; ~~(College);~~ the University's Board of Trustees, its conferences, ~~the conference~~ or the NCAA; ~~(NAIA);~~ including but not limited to any such violation by Athletic Director which may have occurred during the employment of Athletic Director Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' ²¹ absence of Athletic Director Coach from duty without the University's University (College)'s consent;
- e) Any conduct of Athletic Director Coach that constitutes moral turpitude or that ~~would~~, in the reasonable and good faith determination of the President, would be prejudicial to the best interests of the University or the Program; ~~University (College)'s judgment, reflect adversely on the University (College) or its athletic programs;~~
- f) The failure of Athletic Director Coach to represent the University and the Program (College) and its athletic programs positively in public and private forums;
- ~~g) — g)~~ The failure of Athletic Director Coach to fully and promptly cooperate with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law ~~(but excluding infractions)~~ or the policies, rules or regulations of the University; ~~(College);~~ the University's Board of Trustees, the conference, or the NCAA; ~~(NAIA);~~
- ~~h) — h)~~ The failure of Athletic Director Coach to report a known violation of any applicable law ~~(but excluding infractions)~~ or the policies, rules or regulations of the University; ~~(College);~~ the University's Board of Trustees, its conferences, ~~the conference,~~ or the NCAA; ~~(NAIA);~~ by one of Athletic Director's Coach's assistant coaches, ~~any other~~ employees for whom Athletic Director Coach is administratively responsible, or a member of any team in the Program; ~~Team; or~~

- ~~i) — i) A violation of any applicable law or the policies, rules or regulations of the University, ~~(College),~~ the University's Board of Trustees, its conferences, the conference, or the NCAA, ~~(NAIA),~~ by one of Athletic Director's Coach's assistant coaches, any other employees for whom Athletic Director Coach is administratively responsible, or a member of any team in the Program Team if Athletic Director Coach knew or reasonably should have known of the violation and could have prevented it by ordinary supervision;~~
- ~~j) — j) The failure of Athletic Director Coach to disclose any criminal proceeding or accusation or finding of serious misconduct ~~Serious Misconduct~~ as required in Section 4.7 of this Agreement;~~
- ~~k) The failure of Athletic Director to comply with any valid or legal directive of President;~~
- ~~l) Athletic Director's engagement in dishonesty, illegal conduct, or misconduct, which, in each case, is injurious to University or its reputation;~~
- ~~m) Athletic Director's embezzlement, misappropriation, or fraud, whether or not related to the Athletic Director's employment with the University;~~
- ~~n) Athletic Director's conviction of or plea of guilty or *nolo contendere*, or the entry of a withheld judgment to a crime what constitutes a felony or misdemeanor (but excluding infractions), if such felony or misdemeanor is work-related, materially impairs the Athletic Director's ability to perform duties for the University, or results in reputational harm to the University or the State Board of Education;~~
- ~~o) Athletic Director's violation of University's written policies, or codes of conduct, including written policies related to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct, which violation is material, or is not material but in the University's judgement, reflects materially adversely on the University or its Program;~~
- ~~p) Athletic Director's unauthorized disclosure of Confidential Information, which information and disclosure is material, or is not material, but in the University's judgment, reflects materially adversely on the University or its Program; or~~

q) Athletic Director's engagement in conduct that brings University or the State Board of Education material negative publicity or into public disgrace, embarrassment, or disrepute.

5.1.2 ~~5.1.2~~—Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University ~~(College)~~ as follows: ~~before the effective date of the suspension, reassignment, or termination, the President~~Director or ~~his~~the Director's designee ~~(to be designated in writing)~~ shall provide ~~Athletic Director~~Coach with written notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. ~~Athletic Director~~Coach shall then have ~~a reasonable~~ opportunity to respond. After ~~Athletic Director~~Coach responds or fails to respond, ~~the~~ University ~~(College)~~ shall notify, in writing, ~~Athletic Director~~Coach whether, and if so when, the action will be effective.

5.1.3 ~~5.1.3~~—In the event of any termination for good or adequate cause, the University's ~~University (College)~~'s obligation to provide compensation and benefits to ~~Athletic Director~~Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources. However, any amounts due or earned (whether monetary or other benefits) by Athletic Director as of the time of termination for good and adequate cause shall still be paid to Athletic Director by the University.

5.1.4 ~~5.1.4~~—If found by the NCAA to be in violation of NCAA ~~(NAIA)~~ regulations, ~~Athletic Director~~Coach shall, in addition to the provisions of ~~s~~Section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA ~~(NAIA)~~ enforcement procedures. This ~~s~~Section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which ~~Athletic Director~~Coach was employed.

5.2 ~~5.2~~—Termination of Athletic DirectorCoach for Convenience of University ~~(College)~~.

5.2.1 ~~5.2.1~~—At any time after commencement of this Agreement, ~~the~~ University, ~~(College)~~, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to ~~Athletic Director~~Coach.

5.2.2 ~~5.2.2~~—In the event that ~~the~~ University ~~(College)~~ terminates this Agreement for its own convenience, ~~the~~ University ~~(College)~~ shall be obligated to pay ~~Athletic Director~~Coach, as liquidated damages and not a penalty, only the remaining, unpaid Base Salary (plus any increases)~~the salary~~ set forth in ~~s~~Section 3.1.2, ~~reduced by 1(a), excluding~~ all deductions required by law, on the regular paydays of ~~the~~ University ~~(College)~~ until the ~~T~~term of this Agreement ends. Provided, however, in or until Coach obtains reasonably comparable employment, whichever occurs first. ~~In the event Athletic Director~~Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid ~~Athletic Director~~Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by

reducing the gross salary set forth in ~~Section 3.1.2(a)~~ (before deductions required by law) by the gross compensation paid to ~~Athletic Director Coach~~ under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, ~~Athletic Director Coach~~ will be entitled to continue ~~his with the University (College)~~ health insurance plan and group life insurance (~~but no other 3.1.1 compensation~~) as if ~~he Coach~~ remained a University (~~College~~) employee until the ~~term~~ of this Agreement ends or until ~~Athletic Director Coach~~ obtains ~~reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance~~, whichever occurs first. ~~Athletic Director shall not be entitled to any other form or amount of 3.1.3 (unless earned and vested prior to date of notice of termination), 3.1.4, or 3.1.5 compensation after the University's date of notice of termination pursuant to 5.2.1. Athletic Director Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Athletic Director Coach specifically agrees to inform the University within ten (10) business days of obtaining other athletic employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Athletic Director agrees not to accept employment for compensation at less than the fair value of Athletic Director's services, as determined by all circumstances existing at the time of employment. Athletic Director Coach further agrees to repay to the University all compensation paid to him by received from the University (College) after the date he obtains other employment, to which he is not entitled under this provision obtained.~~

~~5.2.3 5.2.3—The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment with University (College), which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University (College) and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University (College). The liquidated damages are not, and shall not be construed to be, a penalty.~~

~~5.3—Termination by Coach for Convenience.~~

~~5.3.1—Coach recognizes that Coach's promise to work for University (College) for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University (College) is making a highly valuable investment in Coach's employment by entering into this Agreement and that its investment would be lost were Coach to resign or otherwise terminate employment with the University (College) before the end of the Agreement term.~~

~~5.3.2 Coach may terminate this Agreement for convenience during its term by giving prior written notice to the University (College). Termination shall be effective ten (10) days after notice is given to the University (College).~~

~~5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University (College) shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University (College), as liquidated damages and not a penalty, the following sum: _____. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.~~

~~5.2.4 _____~~ The parties have both been represented by legal counsel, or had the opportunity to do so.~~5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Athletic Director may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Athletic Director shall constitute adequate and reasonable compensation to Athletic Director for the damages and injury suffered by Athletic Director because of such termination by the University. The liquidated damages are not, and shall not be construed to be, a penalty.~~

5.3 Termination by Athletic Director for Convenience.

5.3.1 Athletic Director recognizes that his promise to work for the University for the entire Term of this Agreement is of the essence of this Agreement. Athletic Director also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the Term of this Agreement.

5.3.2 Athletic Director, for his own convenience, may terminate this Agreement during its Term by giving prior written notice to the University. Termination shall be effective ten (10) days after notice is given to the University. If Athletic Director terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. However, any amounts due or earned (whether monetary or other benefits) by Athletic Director as of the date of termination shall still be paid to Athletic Director by the University.

5.3.3 If Athletic Director terminates this Agreement for his convenience in order to accept employment at another educational institution or with a professional sports team or organization, he shall pay to the University, as liquidated damages and not a penalty, the following sum: (a) \$1,000,000 if the Agreement is terminated on or before December 31, 2023; (b) \$750,000 if the Agreement is terminated between January 1, 2024 and December 31, 2024, inclusive; and (c) \$250,000 if the Agreement is terminated between January 1, 2025 and December 31, 2025, inclusive.

If Athletic Director terminates this Agreement for his convenience because Dr. Marlene Tromp no longer is employed as the President at Boise State University, OR in order to accept employment with an employer which is not an educational institution or professional sports team or organization, then the liquidated damages amount owed to the University shall be only a one-time \$250,000.

The liquidated damages shall be due and payable within sixty (60) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight percent (8%) per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations, or had the opportunity to do so, and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University (College) will incur administrative and recruiting costs in obtaining a replacement for Athletic Director Coach, in addition to potentially increased compensation costs if Athletic Director Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Athletic Director Coach and the acceptance thereof by the University (College) shall constitute adequate and reasonable compensation to the University (College) for the damages and injury suffered by it because of such termination by Athletic Director Coach. The liquidated damages are not, and shall not be construed to be, a penalty. -This Section 5.3.4 shall not apply if Athletic Director Coach terminates this Agreement because of a material breach by the University. (College).

5.3.5 If Athletic Director Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, he Coach shall forfeit to the extent permitted by law his the right to receive all supplemental compensation and other payments not earned by him as of the time of termination.

5.4 5.4—Termination due to Disability or Death of Athletic Director Coach.

5.4.1 5.4.1—Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Athletic Director Coach becomes totally or permanently disabled as defined by the University's University (College)'s disability insurance carrier; becomes, in the sole judgment of the President, based upon the written opinion of a licensed physician competent to provide such an opinion, unable to perform the essential functions of the position of Athletic Director for a period of at least ninety (90) consecutive days; head coach, or dies.

5.4.2 5.4.2—If this Agreement is terminated because of Athletic Director's Coach's death, Athletic Director's Coach's salary and all other benefits shall terminate as of the last day worked, except that Athletic Director's Coach's personal representative or other designated beneficiary shall be paid all compensation earned and due (including any Incentive

Compensation earned under section 3.1.3, but not yet paid, as of the effective date of termination) due or unpaid and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University (College) and due to Athletic Director's Coach's estate or beneficiaries thereunder.

5.4.3 5.4.3—If this Agreement is terminated because Athletic Director Coach becomes totally or permanently disabled as defined by the University (College)'s disability insurance carrier, or becomes unable to perform the essential functions of the position of Athletic Director for a period of at least ninety (90) consecutive days, both as more fully described in section 5.4.1 head coach, all salary and other benefits shall terminate, except that Athletic Director Coach shall be entitled to receive any compensation due (including any Incentive Compensation earned under section 3.1.3, but not yet paid, as of the effective date of termination) or unpaid and any disability-related benefits to which he Coach is entitled by virtue of employment with the University .(College).

5.4.4 Nothing herein shall be deemed to be a waiver by Athletic Director of any rights under the Americans with Disabilities Act or any subsequent amendment.

5.5 5.5—Interference by Athletic Director Coach. In the event of termination, suspension, or reassignment, Athletic Director Coach agrees that he Coach will not interfere with the University's University (College)'s student-athletes or otherwise obstruct the University's University (College)'s ability to transact business or operate the Programs its intercollegiate athletics program.

5.6 5.6—No Liability. Other than what Athletic Director is or shall be entitled to under this Agreement, the University The University (College) shall not be liable to Athletic Director Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Athletic Director Coach, regardless of the circumstances.

5.7 5.7—Waiver of Rights. Because Athletic Director Coach is receiving a multi-year contract and the opportunity to receive incentives supplemental compensation and because such contracts and opportunities are not customarily afforded to University (College)-employees, if the University (College) suspends or reassigns Athletic Director Coach, or terminates this Agreement for good or adequate cause or for convenience, Athletic Director Coach shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice, appeal, and similar employment-related rights provided by the for in Board of Trustees and its Governing Policies and Procedures Manual, policy, IDAPA-08.01.01 et seq., and the University Policy Manual. (College) (Faculty Staff) Handbook.

ARTICLE 6

6.1 6.1—Board Approval. This Agreement shall not be effective until and unless approved by the University's Board of Trustees and executed by both parties as set forth below.

In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the University's Board of Trustees; and, the President~~Chief Executive Officer, and the Director~~; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees~~olicies~~ and the University's~~University (College)'s~~ rules and policies regarding financial exigency.

6.2 ~~6.2~~—University (College) Property. -All personal property (excluding vehicle(s) provided through the trade-out~~_____~~ program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Athletic Director~~Coach~~ by the University (College) or developed by Athletic Director~~Coach~~ on behalf of the University (College) or at the University's~~University (College)'s~~ direction or for the University's~~University (College)'s~~ use or otherwise in connection with Athletic Director's~~Coach's~~ employment hereunder are and shall remain the sole property of the University (College). Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Athletic Director~~Coach~~ shall immediately cause any such personal property, materials, and articles of information in Athletic Director's~~Coach's~~ possession or control to be delivered to the President ~~Director~~.

6.3 ~~6.3~~—Assignment. -Neither party may assign its rights or delegate its obligations under this Agreement without ~~the~~ prior written consent of the other party.

6.4 ~~6.4~~—Waiver. -No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. -The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. -The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 ~~6.5~~—Severability. -If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 ~~6.6~~—Governing Law. -This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho.- Any action based in whole or in part on this Agreement shall be brought in the Ada County courts of the state of Idaho.

6.7 ~~6.7~~—Oral Promises. -Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University (College).

6.8 ~~6.8~~—Force Majeure. -Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

~~6.9~~ 6.9—Confidentiality. Athletic Director hereby consents ~~This Agreement~~ and agrees that this document may be released and made available to the public after it is signed by Athletic Director. Athletic Director further agrees that all documents and reports ~~he~~ Coach is required to produce under this Agreement may be released and made available to the public ~~at~~ by the University's sole discretion. ~~University (College).~~

~~6.10~~ 6.10—Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: President (College): Director of Athletics
Boise State University
1910 University Drive
Boise, Idaho 83725

with a copy to: General Counsel ~~Chief Executive Officer~~
Boise State University
1910 University Drive
Boise, Idaho 83725-1002

Athletic Director: Jeramiah Dickey

Coach: _____

Last known address on file with
University's ~~University (College)'s~~ Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. ~~Actual notice, however and from whomever received, shall always be effective.~~

~~6.11~~ 6.11—Headings.— The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

~~6.12~~ 6.12—Binding Effect.— This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

~~6.13~~ ~~6.13~~ ~~Non-Use of Names and Trademarks.~~ ~~Athletic Director~~~~Coach~~ shall not, without the ~~University's~~~~University (College)'s~~ prior written consent in each case, use any name, trade name, trademark, or other designation of the University (~~College~~) (including contraction, abbreviation or simulation), except in the course and scope of ~~his~~ official University (~~College~~) duties.

~~6.14~~ ~~6.14~~ ~~No Third Party Beneficiaries.~~ -There are no intended or unintended third party beneficiaries to this Agreement.

~~6.15~~ ~~6.15~~ ~~Entire Agreement; Amendments.~~ This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. -No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the ~~University's~~ Board ~~of Trustees~~~~if required under Board Policy II.H.~~

~~6.16~~ ~~6.16~~ ~~Opportunity to Consult with Attorney.~~ ~~Athletic Director~~~~Coach~~ acknowledges that ~~he~~~~Coach~~ has had the opportunity to consult ~~with~~ and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

ATHLETIC DIRECTOR

Dr. Marlene Tromp, President Date

Jeramiah Dickey Date

University (College)

Coach

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Chief Executive Officer

Date: _____

Date: _____

Approved by the ~~Idaho State~~ Board of ~~Trustees~~Education on the ____ day of March,
2021._____, 20__.

[*~~Note: Multiyear employment agreements requiring Board approval are defined Board Policy H.H.~~]

Athletic Director Jeramiah Dickey Maximum Compensation Calculation - 2021-2025

		2021	2022	2023	2024	2025
3.1.2	Annual Base Salary	\$ 410,000	\$ 418,200	\$ 426,564	\$ 435,095	\$ 443,797
3.1.3	Additional Pay based on Performance & Academic Achievement (max cumulative payout)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
	Total Maximum potential annual compensation under Employment Agreement	\$ 460,000	\$ 468,200	\$ 476,564	\$ 485,095	\$ 493,797

**Liquidated Damages
Athletic Directors in Mountain West Conference**

ATTACHMENT 4

Athletic Director	School	Length of Contract	2020-21 Salary (total comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Nathan Price	Air Force	NA	NA	NA	NA	
Jeremiah Dickey	Boise State	5 years	\$ 410,000	Yes	Tied to years in contract	See Contract
Joe Parker	Colorado State	5 Years - ending 12/31/22	\$ 426,400	NA	NA	
Terry Tumey	Fresno State	5 years - ending 7/31/23	\$ 320,000	Yes	Sliding Scale	(a) Should the separation from employment occur on or before July 31, 2021, Employee shall pay the University \$600,000; (b) should the separation occur between August 1, 2021, and July 31, 2022, Employee shall pay the University \$300,000; or (c) should the separation occur on or after August 1, 2022, Employee shall not be required to pay the University any fee. Payment shall be made within thirty (30) days after requested in writing by the University. The parties agree that the above stated amount is fair and reasonable and shall not be construed as a penalty. The University retains sole discretion to reduce or waive its receipt of this amount depending on the facts and circumstances surrounding Employee's separation from the University.
Doug Knuth	Nevada	5 years - ending on 6/30/23	\$ 412,000	Yes	Sliding Scale	If the Employee terminates this Agreement for convenience, then Employee or designee shall pay to the University, as liquidated damages and not a penalty, the following sum: If Employee terminates the Agreement between August 1, 2018, and June 30, 2021: \$100,000.00; If Employee terminates this Agreement between July 1, 2021, and June 30, 2022: \$50,000.00; If Employee terminates this Agreement between July 1, 2022 and June 30, 2023: \$0.00, excluding all deductions required by law. The liquidated damages shall be due and payable within twenty (20) calendar days of the effective date of the termination or in accordance with
Eddie Nunez	New Mexico	5 years - ending on 9/24/22	\$ 327,000	Yes	Flat Rate	10. <u>TERMINATION BY REQUEST OF MR. NUÑEZ</u> : Mr. Nuñez recognizes that the loss of his services to the University prior to the expiration of this Agreement, or any renewal thereof, would cause an inherent loss to the University, which cannot be estimated with certainty, nor be adequately compensated by money damages. Therefore, in the event that Mr. Nuñez unilaterally terminates this Agreement without permission of the President of the University prior to its expiration on September 24, 2022, Mr. Nuñez agrees to pay to the University one half (1/2) of his prorated base salary as described in paragraph 3(a) of this Agreement from the date of his unilateral termination through the remainder of the contract term. For purposes of this paragraph, "prorated base salary" shall mean the prorated remainder of the guaranteed base salary that would be due to be paid to Mr. Nuñez as described in paragraph 3(a) of this Agreement for the Contract Employment Year in which Mr. Nuñez unilaterally terminates his employment plus the full guaranteed base salary for the remaining Contract Employment Years, if any. Mr. Nuñez will repay to the University one half (1/2) of his prorated base salary in equal monthly installments for the remainder of the term of this Agreement. The University shall have no further liability except for prorated base salary and benefits accrued to the date of the unilateral termination.

**Liquidated Damages
Athletic Directors in Mountain West Conference**

John Wicker	San Diego State	4.7 years - ending 6/30/21	\$ 404,468	Yes	Flat Rate or Sliding Scale	<ul style="list-style-type: none"> A termination for convenience clause will require University payment to you of up to 100% of the annual base salary for the remainder of the contract only plus the balance in the deferred compensation fund at the time of termination. The University shall not be liable for any payments of benefits, other non-salary compensation, or consequential damages after the date of termination. You are obligated to make reasonable efforts to seek other employment and such subsequent compensation will reduce the University's payments due to you. This is both a mitigation of damages and a liquidated damages provision. A clause that your premature termination of the contract to accept another comparable position at a Division I institution, Conference, or affiliated sports or entertainment organization (i.e. Sports Equipment Manufacturer, Broadcast network, Professional Sports team Sports Marketing company), will require your payment to the University of up to \$1,250,000 reduced by \$250,000 for each of the first four years of the contract. 												
Marie Tuite	San Jose State	5 years - ending 5/17/22	\$ 366,012	NA	NA	<p>Constructive Resignation. In the event that Employee seeks other employment, or is reassigned from the position of Director of the Division of Intercollegiate Athletics during the term of this Appointment Letter and refuses to accept the reassignment or perform the duties to which he/she may be reassigned, Employee shall be deemed to have resigned his/her employment and, as of the date such other employment has begun or refusal has occurred, all compensation and other obligations owed by the University to Employee under this Appointment Letter shall cease. In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other sources whatever that may ensue as a result of Employee's termination of this appointment. The provisions of this subsection shall be without prejudice to any rights the University may have under applicable state or federal law. In the event Employee is deemed to have resigned, Employee shall be entitled to utilize the reconsideration procedures available under Article 2.2 § 42728 of Title 5.</p>												
Desiree Reed-Francois	UNLV	5 years - ending 6/30/22	\$ 350,000	Yes	Tied to years in contract	<p>6.2.b. Liquidated Damages If the Employee terminates this Agreement for convenience, then Employee or designee shall pay to the University, as liquidated damages and not a penalty, the following sum: an amount equal to the remaining base salary of the Employee as set forth in Section 5.1, excluding all deductions required by law. The liquidated damages shall be due and payable within twenty (20) calendar days of the effective date of the termination or in accordance with a payment schedule agreed upon by the parties in writing, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid. The University shall not be liable for any consequential damages or loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of the Employee's termination of this Agreement without cause and Employee hereby expressly waives any such claims against the University, its officers, employees and agents.</p> <p>The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Employee may lose certain benefits, supplemental compensation or outside compensation relating to Employee's employment at the University, which damages are extremely difficult to determine with certainty, or fairly or adequately. The parties further agree that payment of such liquidated damages by the Employee and acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for damages and injury suffered because of such termination by the Employee. The foregoing shall not be, nor be construed to be, a penalty.</p>												
John Hartwell	Utah State	8 years - ending 12/31/24	\$ 527,500	Yes	Sliding Scale	<p>7. Termination for Convenience 7.1. Liquidated Damages. Subject to the terms of this Agreement, either USU and Director may terminate this Agreement for convenience (also commonly referred to as a without cause or without breach basis). In the event USU terminates this Agreement for convenience during Years 5, 6, 7, or 8 of the Term, USU will be responsible to pay liquidated damages in the amount of \$750,000. If USU terminates the Agreement for convenience during Year 9, USU will be responsible to pay liquidated damages in the amount of \$500,000. In the event USU terminates this Agreement on or before June 30, 2023 (the first half of Year 10), USU will be responsible to pay liquidated damages in the amount of \$250,000. In the event Director terminates this Agreement for convenience during Years 5, 7 or 8, or on or before June 30, 2020 (the first-half of Year 6), Director will be responsible to pay liquidated damages in the amount of \$100,000. If Director terminates this agreement between July 1, 2020 and December 31, 2020 (the second-half of Year 6), Director will be responsible to pay liquidated damages in the amount of \$200,000. Director will be responsible for paying liquidated damages in the amount of \$50,000 if he terminates this Agreement during Year 9. The following chart outlines the liquidated damages as set forth above.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="3" style="text-align: center;">Liquidated Damages</th> </tr> <tr> <th style="text-align: left;">Contract Year</th> <th style="text-align: left;">If Terminated by USU:</th> <th style="text-align: left;">If Terminated by Director:</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td>\$1,000,000</td> <td>\$1,000,000</td> </tr> <tr> <td>Year 2</td> <td>\$850,000</td> <td>\$800,000</td> </tr> </tbody> </table>	Liquidated Damages			Contract Year	If Terminated by USU:	If Terminated by Director:	Year 1	\$1,000,000	\$1,000,000	Year 2	\$850,000	\$800,000
Liquidated Damages																		
Contract Year	If Terminated by USU:	If Terminated by Director:																
Year 1	\$1,000,000	\$1,000,000																
Year 2	\$850,000	\$800,000																

**Liquidated Damages
Athletic Directors in Mountain West Conference**

ATTACHMENT 4

						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Year 3</td><td style="text-align: right;">\$675,000</td><td style="text-align: right;">\$200,000</td></tr> <tr><td>Year 4</td><td style="text-align: right;">\$500,000</td><td style="text-align: right;">\$100,000</td></tr> <tr><td>Year 5</td><td style="text-align: right;">\$750,000</td><td style="text-align: right;">\$100,000</td></tr> <tr><td>Year 6 (Jan. 1 to June 30)</td><td style="text-align: right;">\$750,000</td><td style="text-align: right;">\$100,000</td></tr> <tr><td>Year 6 (July 1 to Dec. 31)</td><td style="text-align: right;">\$750,000</td><td style="text-align: right;">\$200,000</td></tr> <tr><td>Year 7</td><td style="text-align: right;">\$750,000</td><td style="text-align: right;">\$100,000</td></tr> <tr><td>Year 8</td><td style="text-align: right;">\$750,000</td><td style="text-align: right;">\$100,000</td></tr> <tr><td>Year 9</td><td style="text-align: right;">\$500,000</td><td style="text-align: right;">\$50,000</td></tr> <tr><td>Year 10 (Jan. 1 to June 30)</td><td style="text-align: right;">\$250,000</td><td style="text-align: right;">\$0</td></tr> <tr><td>Year 10 (July 1 to Dec. 31)</td><td style="text-align: right;">\$0</td><td style="text-align: right;">\$0</td></tr> </table>	Year 3	\$675,000	\$200,000	Year 4	\$500,000	\$100,000	Year 5	\$750,000	\$100,000	Year 6 (Jan. 1 to June 30)	\$750,000	\$100,000	Year 6 (July 1 to Dec. 31)	\$750,000	\$200,000	Year 7	\$750,000	\$100,000	Year 8	\$750,000	\$100,000	Year 9	\$500,000	\$50,000	Year 10 (Jan. 1 to June 30)	\$250,000	\$0	Year 10 (July 1 to Dec. 31)	\$0	\$0
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Tom Burman	Wyoming	5 years - ending on 6/30/25	\$ 250,008	No	None																															

*Sliding Scale, Flat Rate, Tied to
years in contract

BOISE STATE UNIVERSITY

Athletic Department APR History, National Percentile Rank & GPA

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2015-16	2016-17	2017-18	2018-19 <i>(May 2020 release)</i>
All Student-Athletes	981	991	991	992

REPORT YEAR
Raw Score for single year

MULTI-YEAR APR (4-Year Rolling Average)

All Student-Athletes	980	983	989	990
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SINGLE YEAR GRADE POINT AVERAGE (GPA) SCORES

	2016-17	2017-18	2018-19	Fall 2019*
All Student-Athletes - Fall	3.24	3.22	3.28	3.27
All Student-Athletes - Spring	3.28	3.23	3.31	

*Pre-Covid

**Salary and Incentive Comparisons
Athletic Directors in Mountain West Conference**

Athletic Director	School	Base Salary	Incentives
Nathan Price	Air Force	NA	NA
Jeremiah Dickey	Boise State	\$ 410,000	See Contract
Joe Parker	Colorado State	\$ 426,400	NA
Terry Tumey	Fresno State	\$ 320,000	<p>1) Achievement of Annual NCAA APR</p> <ul style="list-style-type: none"> a. 5% of the base salary if every sports team reaches an APR of 930 b) 7% of the base salary if every sports team reaches an APR of 940 <p><i>Only one may be awarded.</i></p> <p>2) NACDA Director's Cup</p> <ul style="list-style-type: none"> a. 3% of the base salary if the University ranks in the top 75 of the NACDA Director's Cup b) 6% of the base salary if the University ranks in the top 50 of NACDA Director's Cup <p><i>Only one may be awarded.</i></p> <p>3) Sports Team Competitions</p> <ul style="list-style-type: none"> a) 3% of the base salary if the men's basketball team competes in the NCAA tournament; b) 3% of the base salary if the women's basketball team competes in the NCAA tournament; c) 3% of the base salary if the baseball team competes in the NCAA College World Series; d) 3% of the base salary if the softball team competes in the NCAA College World Series; e) 3% of the base salary if the football team competes in a bowl game and has a winning record during the regular season; and f) 10% of the base salary if the football team competes in the College Football playoff.

**Salary and Incentive Comparisons
Athletic Directors in Mountain West Conference**

Doug Knuth	Nevada	\$ 412,000	<p>5.4. <u>Automobile.</u></p> <p>The University, as additional compensation to the Employee, shall make arrangements for and provide to the Employee, on a loan basis, one (1) automobile for the use of the Employee for so long as the Employee serves as the Director of Athletics. The University further agrees to provide appropriate liability and comprehensive automobile insurance to cover the Employee in Employee's use and operation of said automobile. Employee shall be responsible for all other expenses involved in the use and operation by Employee of said automobile.</p>
Eddie Nunez	New Mexico	\$ 327,000	<p>a. <u>Car Donor Program:</u> In accordance with the car donor program and in cooperation with local Albuquerque car and truck dealers, the University will provide one (1) courtesy car for Mr. Nuñez's personal and business use. Mr. Nuñez shall be responsible for obtaining automobile liability insurance in accordance with insurance laws of the State of New Mexico, and will name the University as a third-party beneficiary of such insurance policy. The University will be reimburse Mr. Nuñez for the cost of the automobile liability insurance and fuel costs for the vehicle provided pursuant to this paragraph upon submission of proof of payment by Mr. Nuñez and any other supplemental documentation that the University may fairly require to permit such reimbursement. In addition, Mr. Nuñez shall comply with all other federal and state laws, National Collegiate Athletic Association (NCAA) rules, University policies, and any other policies or directives of the Athletic Department applicable to the car donor program. Mr. Nuñez understands and agrees that any courtesy car provided pursuant to this paragraph may be taxable compensation to him, and that he is solely responsible for any and all tax consequences associated with this compensation.</p> <p>b. <u>Country Club Membership:</u> Mr. Nuñez will be provided one (1) family membership at Tanoan Country Club. The Athletics Department agrees to cover the cost of membership fees, and Mr. Nuñez agrees to pay for all personal expenses incurred in the use of the membership. Membership as contemplated by this paragraph includes golf and other privileges provided by the club selected. typically but not always</p>

**Salary and Incentive Comparisons
Athletic Directors in Mountain West Conference**

			<p>get the same privileges provided by the club selected, typically but not always including tennis and pool privileges. Mr. Nuñez understands and agrees that the value of this membership may be taxable compensation to him, and that he is solely responsible for any and all tax consequences associated with this compensation</p> <p>c. <u>Incentive Payments:</u> An incentive payment is a direct cash payment over and above Mr. Nuñez's base salary, in an amount to be determined by the President of the University in his exclusive discretion and subject to availability of funds. In no event shall the incentive payment exceed Thirty-Five Thousand Dollars and no cents (\$35,000.00) in any Contract Employment Year. Mr. Nuñez is eligible for an incentive payment upon achieving specified performance criteria established annually by the President associated with departmental fiscal goals, academic and athletic performance goals for the Athletics Department. Mr. Nuñez will be eligible for such incentive salary payments after completing the Contract Employment Year in which the incentive is earned. Incentive payments, if any, will be paid no later than sixty (60) days after the end of such Contract Employment Year. Mr. Nuñez understands and agrees that incentive payments, if any, may be taxable compensation to him, and that he is solely responsible for any and all tax consequences associated with this compensation</p> <p>e. <u>Media Appearances:</u> The University may enter into agreements with radio stations, television stations, and/or other media platforms under which the University will receive revenue subject to conditions and terms negotiated between the University and third parties. The University will pay to Mr. Nuñez the additional sum of Twenty-Five Thousand Dollars and no cents (\$25,000.00) per contract year, in addition to the foregoing, to make appearance as a representative of the University and/or which will otherwise fulfill the obligations of the University with regard to those those-party contracts or other arrangements. The University will pay the sum described in this paragraph in twelve (12) approximately equal installments during the Contract Employment year as part of Mr. Nuñez's monthly compensation. Mr. Nuñez shall assist the University in obtaining contracts and arrangements as described in this paragraph, and agrees that he will not unreasonably withhold any appearance which is necessary to meet the University's contractual and other obligations under this paragraph. Mr. Nuñez will not enter into any individual agreements which conflict with the rights of the University as described in this paragraph. Mr. Nuñez understands and agrees that the payments to him pursuant to this paragraph may be taxable compensation to him, and that he is solely responsible for any and all tax consequences associated with this compensation</p>
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**Salary and Incentive Comparisons
Athletic Directors in Mountain West Conference**

John Wicker	San Diego State	\$ 354,468	<ul style="list-style-type: none"> • Supplemental Base: \$90,000 annually, payable monthly through an authorized auxiliary organization of SDSU. This compensation is for services, including, but not limited to, radio, television and other media events and public appearances, annual balanced budgets and fundraising and development activities. This supplement will be reviewed no later than July 1, 2018 by the Vice President of Business and Financial Affairs to determine if the amount should be continued or modified. • Incentive compensation: \$85,000 maximum for achieving athletic and, academic performance and financial goals. Categories will include Student Athlete Academic Performance, Postseason Play, Athletic Director's Cup and Annual Budget Performance. • Deferred Compensation/Longevity Bonus Fund. On each anniversary date of this contract, the University will set aside \$50,000 in deferred compensation for you. It will be fully vested as of June 30, 2021 and there will be no partial vesting. You will be responsible for any and all taxes associated with this benefit. • Car: University will supply either two courtesy cars or a per-car allowance of \$750 per month through an authorized auxiliary organization. You are responsible for all gas and maintenance of the vehicles. • Country Club Membership: Athletics maintains a membership at Bernardo Heights Country Club for approved university business. Any personal use of the membership must be paid directly by you.
Marie Tuite	San Jose State	\$ 366,012	<p>b. Supplemental Compensation. The Tower Foundation shall pay to the Employee supplemental compensation based upon the criteria set forth below so long as Employee is employed by SJSU in the position of Director of the Division of Intercollegiate Athletics. All annual bonuses will undergo the process of determination at the completion of each fiscal year. The process will continue until all applicable data has been quantified and confirmed, but will be paid out no later than August 1 of the following fiscal year.</p> <ul style="list-style-type: none"> • Supplemental compensation will be paid at \$8,840 per month or \$106,080 annually. The breakdown is listed below: • Salary Supplement: \$40,080/year or \$3,340/month • Car Allowance: \$9,000/year or \$750/month • Public Speaking and Civic Engagement: \$36,000/year or \$3,000/month • Other Public Relations Activities: \$21,000/year or \$1,750/month

**Salary and Incentive Comparisons
Athletic Directors in Mountain West Conference**

Desiree Reed-Francois	UNLV	\$ 350,000	<p>5.4 Automobiles The University, as additional compensation to the Employee, shall make arrangements for and provide to the Employee, on a loan basis, one (1) automobile for the use of the Employee for so long as the Employee serves as the Director of Athletics. The University further agrees to provide appropriate liability and comprehensive automobile insurance to cover the Employee in Employee's use and operation of said automobile. Employee shall be responsible for all other expenses involved in the use and operation by Employee of said automobile.</p> <p>5.5 Season Tickets a. The University shall make available to the Employee twelve (12) tickets for each regular season contest for all sports for as long as Employee serves as the Director of Athletics. b. The University shall make available to the Employee, upon request, post season tickets as approved by the President.</p> <p>5.6 Membership The University will arrange for membership privileges, at no cost to Employee, at a local golf or country club for as long as Employee serves as the Director of Athletics and for no longer.</p> <p>5.7 Hosting Account University shall provide Employee up to \$38,000.00 through June 30, 2018, for hosting activities undertaken as Athletic Director. For each fiscal year thereafter during the Term, the President or designee will review and approve the Employee's hosting budget in accordance with applicable Board of Regents policies. Employee shall comply with all Board of Regents, University, and Athletic Department policies governing Hosting Accounts.</p>
John Hartwell	Utah State	\$ 527,500	<p>The performance incentives are set forth below:</p> <p>a) Academic Achievement: \$15,000 for meeting at least two of the following:</p> <ul style="list-style-type: none"> • All athletic programs achieve an Academic Performance Rate ("APR"), as determined by the NCAA, of 960 or higher; • Fifty percent (50%) of student-athletes (as an average of spring and fall semesters) achieve a GPA of 3.00 or higher; and • The student-athlete graduation success rate for the immediately prior year is eighty percent (80%) or higher. <p>b) Budget Management: \$15,000 for successful management of the Athletics Department finances, in keeping with the following criteria:</p> <ul style="list-style-type: none"> • The Director shall develop a preliminary annual budget for the Athletics Department (including sub-budgets for each sport and administration) for the upcoming fiscal year and deliver the preliminary budget to the Athletics Council and the Vice President for Business and Finance by March 31 of each Contract Year; • Considering the feedback of the Athletics Council and the Vice President for Business and Finance, the Director shall develop and submit a final budget for approval by the President by June 15 of each Contract Year; and • The Director shall administer the approved budget in a responsible manner

**Salary and Incentive Comparisons
Athletic Directors in Mountain West Conference**

			<p>including adjusting expenditures to revenues as necessary to ensure a positive balanced budget at the conclusion of the fiscal year.</p> <p>c) Fund Raising: \$5,000 for each increment of \$4,000,000 that the Director and/or the Athletics Department development staff generates in cash, pledges, and commitment letters from external sources in each fiscal year.</p> <p>Each of the above incentives are intended to reward the achievement of the individual occurrence and are cumulative, provided that the cumulative total of payments made pursuant to this Section 4.3 shall in no event exceed \$40,000 annually.</p> <p>4.4. <u>Vehicle</u>. USU will provide Director with one loaned vehicle for Director's use (referred to as a "courtesy car") in keeping with the following uses (in order of priority): (i) business conducted in direct support of the Athletics Department's daily operations; (ii) official travel for the Athletics Department and/or the USU, as assigned; (iii) business conducted indirectly affecting the Athletics Department, such as lunches, meetings, etc.; and (iv) personal business and family support but secondary to the primary purpose of supporting the Athletics Department operations. This courtesy car will be provided to USU by supporters of USU Athletics. USU will withhold all applicable federal and state taxes related to Director's use of the courtesy car, as required by the IRS and applicable law. Director agrees to follow all USU and USU Athletic Department policies and procedures related to use of courtesy cars, including compliance with the law, insurance payments, and periodic reports of vehicle information. In addition, USU will provide Director with a monthly gasoline credit allowance of \$125 and a monthly car insurance allowance of \$75. Director may not separately claim reimbursement for business mileage expenses from the USU, but may document and claim any uncompensated business mileage or vehicle expenses separately on his personal income tax return.</p> <p>4.5. <u>Country Club Membership</u>. USU will ensure that the Logan Golf and Country Club grants to Director membership for USU business purposes. Director's membership will be subject to any terms and conditions imposed by the Logan Country Club, including but not limited to the right of the Logan Country Club to revoke membership. USU will not be responsible for any food minimum requirements or purchases of goods and services at the Logan</p>
Tom Burman	Wyoming	\$ 250,008	<p>3. Housing Allowance During the term of Employee's appointment as Director, Employee shall receive an annual housing allowance of \$36,000 per year paid monthly at the rate of \$3,000 per month paid from non-state, non-tuition/fee dollars. This housing allowance shall not be considered as salary and shall not be recognized as compensation qualified for participation in the Wyoming State Retirement System or TIAA.</p> <p>4. Courtesy Car During the term of Employee's appointment as Director, Employee shall be entitled to the use of one vehicle available through the Department of Intercollegiate Athletics courtesy car program.</p> <p>7. Incentive Payments To encourage Employee's accomplishment of some of the key goals and objectives of the University's strategic plan for intercollegiate athletics, the University agrees to pay certain performance-related incentives as outlined below in this Agreement in paragraphs 8-11, beginning with seasons of intercollegiate competition starting after July 1, 2019. However, the maximum total incentives awarded in any qualifying year shall be \$150,000. Except for the GPA incentive (see Paragraph 9(a)), which will be awarded following the end of the full</p>

academic year including summer once all applicable student-athlete grades have posted and the GPA has been calculated, the period to be used for the calculation of an incentive payment during a qualifying year shall be the University's fiscal year (i.e., July 1 to June 30).

The source of funds for any and all incentive awards shall be from non-state, non-tuition/fee dollars.

8. Deferred Compensation

If Employee earns at least \$100,000 in performance-related incentives in any qualifying year, as outlined below, the University shall, at the Employee's discretion, contribute any or all of the remaining amount (up to \$150,000) to a benefit plan on behalf of the Employee subject to the conditions contained herein. The University shall select the manager for the benefit plan; however, the Employee shall be entitled to direct the payout of the funds and all associated earnings in accordance with the benefit plan payout requirements. These funds will vest immediately.

9. Academic Performance Incentives.

If, in any qualifying year during the term of this Agreement:

- a. At the conclusion of the full academic year, including the following summer, the annual student-athlete GPA is:
 - i. Above a 2.8 GPA, Employee will receive \$27,600;
 - ii. Above a 2.9 GPA, Employee will receive \$34,500;
 - iii. Above a 3.0 GPA, Employee will receive \$41,400.

10. Athletic Performance Incentives

If, in any qualifying year during the term of this Agreement:

- a. The University of Wyoming football team receives a post-season bowl bid, the Employee shall receive an incentive award of \$27,600 for an accepted bid.
- b. The University of Wyoming football team is ranked in the Top 25 in the USA Today-Coaches Poll or the AP Poll; the University of Wyoming men's basketball team is ranked in the Top 25 in the USA Today-Coaches Poll, the AP Poll, or the Ratings Percentage Index (RPI); or the University of Wyoming women's basketball team is ranked in the Top 25 in the USA Today-Coaches Poll, the AP Poll, or the Ratings Percentage Index (RPI), the Employee shall receive an incentive of \$34,500 for each ranked team. This ranking can occur at any time (e.g., preseason, during the season, etc.).
- c. The University of Wyoming men's basketball team, women's basketball team, women's volleyball team, or women's soccer team is selected to receive an invitation to the post-season NCAA tournament, the Employee shall receive an incentive award

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			<p>of \$13,800 for each such accepted invitation.</p> <p>d. The University of Wyoming men's basketball team, women's basketball team, or women's volleyball team is selected to receive an invitation to any post-season tournament, the Employee shall receive an incentive award of \$6,900 for each such accepted invitation.</p> <p>e. For each MWC (or applicable conference) team that finishes in the top four (4) of the Mountain West Conference (or applicable conference), Employee will receive \$3,450 per finish. This is based on <u>regular season</u> finish in the following sports: football, men's basketball, women's basketball, women's volleyball and women's soccer. The incentive is based upon <u>conference championship/tournament finish</u> in all other sports.</p> <p>11. Marketing Incentive The University shall calculate total annual revenue based upon all "ticketed" athletics events where the revenue for the event is maintained by the University. This would not include any post-season UW athletic events hosted by UW where the funds are diverted back to a third party (e.g., NIT, WNIT, etc.). Total gross sales will be computed for all sports and if the total ticket revenue at the end of the year is greater than \$3,000,000, Employee will receive \$41,400. If the total ticket revenue is greater than \$3,300,000, Employee will receive \$55,200. If the total ticket revenue exceeds \$3,750,000, Employee will receive \$69,000.</p>

EMPLOYMENT AGREEMENT

This Employment Agreement (this “Agreement”) is entered into by and between Boise State University (the “University”), and Jeramiah Dickey (“Athletic Director”).

ARTICLE 1

1.1 Employment. Subject to the terms and conditions of this Agreement, the University shall employ Jeramiah Dickey as the Athletic Director of its intercollegiate athletics program (the “Program”). Athletic Director represents and warrants that he is fully qualified to serve, and is available for employment in this capacity.

1.2 Reporting Relationship. Athletic Director shall report and be responsible directly to the University’s President (the “President”). Athletic Director shall abide by the instructions of the President and shall confer with the President or the President’s designee as necessary on administrative and technical matters.

1.3 Duties. Athletic Director shall manage and supervise the Program and shall perform such other duties as the President may assign and as may be described elsewhere in this Agreement. In addition to the duties described herein, Athletic Director will be wholly committed to development of student athletes and their academic success, create a clear, inspiring, and articulable vision for the Program, develop a sustainable, long-term financial plan that supports that vision, including a plan for fundraising, donor stewardship, investment in facilities and revenue generation, and demonstrate a comprehensive understanding of and commitment to meeting the highest NCAA compliance standards. The University shall have the right, at any time, to reassign Athletic Director to duties at the University other than as Athletic Director, provided that Athletic Director’s compensation and benefits shall not be affected by such reassignment, except that the opportunity to earn supplemental compensation and incentives as provided in section 3.1.3 shall cease.

ARTICLE 2

2.1 Term. This Agreement is for a fixed-term appointment of five (5) years, commencing on January 16, 2021 and terminating, without further notice to either party, on December 31, 2025 (the “Term”) unless terminated sooner 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 Athletic Director, both of which must be in writing and signed by the parties. Renewal may be subject to, and contingent upon the prior approval of the State Board of Education acting as the Board of Trustees of Boise State University. This Agreement in no way grants to Athletic Director a claim to tenure in employment, nor shall Athletic Director’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 Athletic Director's services and satisfactory performance of this Agreement, the University shall provide to Athletic Director compensation as set forth herein. Accompanying such compensation shall be:

- a) Athletic Director shall receive such employee benefits as the University provides generally to non-faculty professional staff employees; and
- b) Except as otherwise stated herein, Athletic Director shall receive such employee benefits as the University's Department of Athletics (the "Department") provides generally to its employees of a comparable level, provided that Athletic Director qualifies for such benefits by meeting all applicable eligibility requirements; and except that in the event of non-renewal or termination of Athletic Director's employment, Athletic Director must use accumulated vacation/annual leave prior to the end date of employment or the leave will be forfeited and not paid out; and;
- c) Payment or reimbursement of all reasonable moving expenses in accordance with University policy, in an amount not to exceed \$15,000; and
- d) Payment of \$25,000 in transitional allowance to offset expenses incurred during the transition to Boise State University.

3.1.2 Base Salary: The University shall pay Athletic Director a Base Salary of \$410,000 per year (prorated for partial years) of this Agreement. Additionally, the Base Salary will increase annually by at least 2% at the sole discretion of the President after determination by the President that the annual goals the President sets for Athletic Director are successfully achieved. Athletic Director may be eligible to receive the Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. The CEC, if granted, may be incorporated as part of the increase.

3.1.3. In addition to the Base Salary, the University shall pay Athletic Director Incentive Compensation as set forth below. Such payments shall be made within forty-five (45) days of the occurrence of the event (or in the case of the grade point average, after all finalized grades are posted) where the incentive criteria was met while the Athletic Director was employed in that position.

- a) For Overall Department Athletic Performance: For the National Association of Directors of Collegiate Athletics (NACDA) Director's Cup National Sports Award final year end rankings:

<u>Department Rank</u>	<u>Incentive Pay</u>
Top 40	\$15,000
Top 60	\$10,000
Top 75	\$5,000

- b) For Academic Performance: As long as the annual departmental average National Collegiate Athletic Association (“NCAA”) Academic Progress Rate (“APR”) scores meet the following levels, the following applicable incentive payments will be paid by the University:

<u>Department APR Score</u>	<u>Incentive pay</u>
970-979	\$10,000
980-989	\$15,000
990-999	\$20,000
1000	\$25,000

- 1.
- c) For Football Bowl Game Appearances: If the University football team plays in an NCAA approved post-season bowl game, one of the following incentive payments will be made by the University, as applicable:

College Football Playoff (CFP) game = \$35,000
 New Year’s Six game = \$30,000
 Non-CFP bowl game = \$20,000

- d) Additional Incentive Compensation
- 1) If the single semester grade point average for the student-athletes collectively in a given semester is 3.0 or higher, Athletic Director shall receive \$7,500 per semester, not to exceed \$15,000 per academic year. This payment may be earned for the fall and spring semesters only, summer or intersession times are not considered except when intersession classes are transcribed as part of the fall or spring semester.
 - 2) If the Football team wins or ties for the conference divisional championship, Athletic Director shall receive \$7,500.
 - 3) If the Football team wins a conference football championship game, Athletic Director shall receive \$10,000.
 - 4) If the men’s basketball team either reaches 18 regular season wins or reaches postseason play, Athletic Director shall receive \$10,000.
 - 5) If the women’s soccer team, the women’s volleyball team, the women’s basketball team, the women’s gymnastics team, or the women’s softball team reaches postseason play,

Athletic Director shall receive \$7,500. The maximum payment per year is \$7,500 whether one or all five teams reach postseason competition.

- e) Each of the above incentives are intended to reward the achievement of each individual occurrence and are cumulative, provided that the cumulative total of payments shall in no event exceed \$50,000 annually.

3.1.4 The University annually shall provide or make arrangements through the Department trade-out program one (1) full-size automobile subject to and according to the policy of the Board and the University. Insurance premiums for the assigned vehicle shall be paid by Athletic Director. Any vehicle assigned shall be returned in the same or similar condition as it was upon being assigned, reasonable wear and tear excepted.

3.1.5 The University shall provide Athletic Director with one full country club membership at all times during the Term of this Agreement, subject to reasonable University business rules, processes and limitations which may lead to certain out of pocket expenses by Athletic Director (for example, for food, beverages, cart rentals and the like).

3.2 Media. Agreements requiring Athletic Director to participate in media programs related to his duties as an employee of the University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media products and all parties desiring public appearances by Athletic Director. Athletic Director agrees to cooperate with the University in order for the programs to be successful and agrees to provide his services to and perform on the programs and to cooperate in their production, broadcasting and telecasting. It is understood that neither Athletic Director nor any assistant Department employees shall appear without prior written approval of the President on any competing radio or television program (including but not limited to a call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the President, Athletic Director shall not appear in any commercial endorsements.

3.2.1 Athletic Director agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Athletic Director, during official practices and games and during times when Athletic Director or any part of the Program is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of the University.

3.3 All payments provided for in this Agreement shall be paid through the University's normal bi-weekly payroll with the applicable withholdings as required by law and applicable deductions as directed by Athletic Director.

3.4 Athletic Director's spouse and children will be eligible for travel alongside Athletic Director for post season tournaments or bowl games, as determined on a case by case basis by the President.

ARTICLE 4

4.1 Athletic Director's Specific Duties and Responsibilities. In consideration of the compensation specified in this Agreement, Athletic Director, in addition to the obligations set forth elsewhere in this Agreement, shall:

4.1.1 Devote Athletic Director's full time and best efforts to the performance of Athletic Director's duties under this Agreement and effectively manage the Athletic Department while performing the duties and responsibilities customarily associated with the position of an athletic director at a Division 1 FBS level university;

4.1.2 Develop and implement programs and procedures with respect to the evaluations of all Program sport participants to enable them to compete successfully and reasonably protect their health, safety, and well-being;

4.1.3 Observe and uphold all academic standards, requirements, and policies of the University and encourage all Program participants to perform to their highest academic potential and to graduate in a timely manner;

4.1.4 Know, recognize, and comply with all applicable laws and the policies, rules and regulations of the University, the University's Board of Trustees, conferences in which the University is a member, and the NCAA; supervise and take appropriate steps to ensure that the Department's employees know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the President and to the Department's Director of NCAA Compliance if Athletic Director has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Athletic Director shall cooperate fully with the University and the Department at all times. The applicable laws, policies, rules, and regulations include: (a) State Board of Education (Board of Trustees) Governing Policies and Procedures and Rule Manual; (b) the University's Policy Manual; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the conferences of which the University is a member;

4.1.5. Supervise and manage the Department to insure, to the maximum extent possible, that all staff follow applicable University policies, State Board of Education policies, NCAA, and applicable conference rules and regulations at all times;

4.1.6 Manage Departmental fiscal areas consistent with State Board of Education policies and the policies of the University; and,

4.1.7 Take reasonable steps to maintain student-athlete graduations within six (6) years at a rate equal to or better than the general University student body.

4.2 Outside Activities. Athletic Director shall not undertake any business, professional or personal activities, or pursuits that would prevent Athletic Director from devoting Athletic Director's full time and best efforts to the performance of Athletic Director's duties under this

Agreement, that would otherwise detract from those duties in any manner, or that in the opinion of the University, would reflect adversely upon the University or the Program. Any outside business or professional activities must be disclosed and reported to the President. Subject to the terms and conditions of this Agreement, Athletic Director may, with the prior written approval of the President, enter into separate arrangements for outside activities and endorsements which are consistent with Athletic Director's obligations under this Agreement. Athletic Director may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the President.

4.3 NCAA Rules. In accordance with NCAA rules, Athletic Director shall obtain prior written approval from the President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the President whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to the University. In no event shall Athletic Director accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the University's Board of Trustees, the conferences in which the University is a member, or the NCAA.

4.4 Hiring Authority. Athletic Director shall have the responsibility and sole authority for the hiring and termination of Program personnel; provided, however, any decision to hire or terminate a Head Coach shall be made by the President, in the President's sole discretion, following recommendation by Athletic Director, and shall, when necessary or appropriate, be subject to the approval of the University's Board of Trustees.

4.5 Scheduling. Athletic Director shall make decisions with respect to the scheduling of competitions for sports in the Program.

4.6 Other Athletic Director Opportunities. Athletic Director shall not, under any circumstances, interview or negotiate for employment as an Athletic Director at any other institution of higher education requiring performance of duties prior to the expiration of this Agreement without the prior approval of the President. Such approval shall not unreasonably be withheld and shall not be considered a waiver of Athletic Director's obligations hereunder, including but not limited to the notice, payment and other obligations of sections 5.3.2 and 5.3.3.

4.7 Disclosure of Criminal Proceedings, Serious Misconduct, and Discipline. Athletic Director warrants that prior to signing this Agreement, he has disclosed and will continue to disclose if he has been accused of, investigated for, convicted of, or pled guilty or no contest to, or received a withheld judgment for a felony or misdemeanor, has been accused of serious misconduct in a civil suit or internal process at any prior institution where Athletic Director was employed, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where he was employed. "Serious misconduct" is defined as any act of harassment prohibited by law, including sexual harassment, sexual misconduct, domestic

violence, dating violence, stalking, sexual exploitation, or dishonesty or fiscal misconduct. Any disclosure after the date of this Agreement shall be made as soon as possible, but no later than 72 hours after Athletic Director is on notice of any accusation.

ARTICLE 5

5.1 Termination of Athletic Director for Cause. The University may, with good and adequate cause, as those terms are defined in applicable policies, rules and regulations: suspend Athletic Director from some or all of Athletic Director's duties, temporarily or permanently, and with or without pay; reassign Athletic Director to other duties; or terminate this Agreement at any time.

5.1.1 In addition to the definitions contained in applicable policies, rules and regulations, the University and Athletic Director hereby specifically agree that the following shall constitute good or adequate cause for suspension, reassignment, or termination of this Agreement:

- a) A deliberate or material violation of Athletic Director's duties under this Agreement or the refusal or unwillingness of Athletic Director to perform such duties in good faith and to the best of Athletic Director's abilities;
- b) The failure of Athletic Director to remedy any violation of any of the terms of this Agreement within thirty (30) days after written notice from the University;
- c) A deliberate or material violation by Athletic Director of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, its conferences, or the NCAA, including but not limited to any such violation by Athletic Director which may have occurred during the employment of Athletic Director at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Athletic Director from duty without the University's consent;
- e) Any conduct of Athletic Director that constitutes moral turpitude or that, in the reasonable and good faith determination of the President, would be prejudicial to the best interests of the University or the Program;
- f) The failure of Athletic Director to represent the University and the Program positively in public and private forums;
- g) The failure of Athletic Director to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law (but excluding infractions) or the

policies, rules or regulations of the University, the University's Board of Trustees, the conference, or the NCAA;

- h) The failure of Athletic Director to report a known violation of any applicable law (but excluding infractions) or the policies, rules or regulations of the University, the University's Board of Trustees, its conferences, or the NCAA, by one of Athletic Director's employees for whom Athletic Director is administratively responsible, or a member of any team in the Program;
- i) A violation of any applicable law or the policies, rules or regulations of the University, the University's Board of Trustees, its conferences, or the NCAA, by one of Athletic Director's employees for whom Athletic Director is administratively responsible, or a member of any team in the Program if Athletic Director knew or reasonably should have known of the violation and could have prevented it by ordinary supervision;
- j) The failure of Athletic Director to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.7 of this Agreement;
- k) The failure of Athletic Director to comply with any valid or legal directive of President;
- l) Athletic Director's engagement in dishonesty, illegal conduct, or misconduct, which, in each case, is injurious to University or its reputation;
- m) Athletic Director's embezzlement, misappropriation, or fraud, whether or not related to the Athletic Director's employment with the University;
- n) Athletic Director's conviction of or plea of guilty or *nolo contendere*, or the entry of a withheld judgment to a crime what constitutes a felony or misdemeanor (but excluding infractions), if such felony or misdemeanor is work-related, materially impairs the Athletic Director's ability to perform duties for the University, or results in reputational harm to the University or the State Board of Education;
- o) Athletic Director's violation of University's written policies, or codes of conduct, including written policies related to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct, which violation is material, or is

not material but in the University's judgement, reflects materially adversely on the University or its Program;

- p) Athletic Director's unauthorized disclosure of Confidential Information, which information and disclosure is material, or is not material, but in the University's judgment, reflects materially adversely on the University or its Program; or
- q) Athletic Director's engagement in conduct that brings University or the State Board of Education material negative publicity or into public disgrace, embarrassment, or disrepute.

5.1.2 Suspension, reassignment or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the President or his designee (to be designated in writing) shall provide Athletic Director with written notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Athletic Director shall then have a reasonable opportunity to respond. After Athletic Director responds or fails to respond, the University shall notify, in writing, Athletic Director whether, and if so when, the action will be effective.

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Athletic Director, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources. However, any amounts due or earned (whether monetary or other benefits) by Athletic Director as of the time of termination for good and adequate cause shall still be paid to Athletic Director by the University.

5.1.4 If found by the NCAA to be in violation of NCAA regulations, Athletic Director shall, in addition to the provisions of section 5.1, be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures. This section applies to violations occurring at the University or at previous institutions at which Athletic Director was employed.

5.2 Termination of Athletic Director for Convenience of University.

5.2.1 At any time after commencement of this Agreement, the University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Athletic Director.

5.2.2 In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Athletic Director, as liquidated damages and not a penalty, only the remaining, unpaid Base Salary (plus any increases) set forth in section 3.1.2, reduced by all deductions required by law, on the regular paydays of the University until the Term of this Agreement ends. Provided, however, in the event Athletic Director obtains other

employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Athletic Director as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in section 3.1.2 (before deductions required by law) by the gross compensation paid to Athletic Director under the other employment, then subtracting from this adjusted gross compensation deduction according to law. In addition, Athletic Director will be entitled to continue his health insurance plan and group life insurance (but no other 3.1.1 compensation) as if he remained a University employee until the Term of this Agreement ends or until Athletic Director obtains employment or any other employment, whichever occurs first. Athletic Director shall not be entitled to any other form or amount of 3.1.3 (unless earned and vested prior to date of notice of termination), 3.1.4, or 3.1.5 compensation after the University's date of notice of termination pursuant to 5.2.1. Athletic Director shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Athletic Director specifically agrees to inform the University within ten (10) business days of obtaining other athletic employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Athletic Director agrees not to accept employment for compensation at less than the fair value of Athletic Director's services, as determined by all circumstances existing at the time of employment. Athletic Director further agrees to repay to the University all compensation paid to him by the University after the date he obtains other employment, to which he is not entitled under this provision.

5.2.3 The parties have both been represented by legal counsel, or had the opportunity to do so, in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Athletic Director may lose certain benefits, supplemental compensation, or outside compensation relating to his employment with the University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by the University and the acceptance thereof by Athletic Director shall constitute adequate and reasonable compensation to Athletic Director for the damages and injury suffered by Athletic Director because of such termination by the University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Athletic Director for Convenience.

5.3.1 Athletic Director recognizes that his promise to work for the University for the entire Term of this Agreement is of the essence of this Agreement. Athletic Director also recognizes that the University is making a highly valuable investment in his employment by entering into this Agreement and that its investment would be lost were he to resign or otherwise terminate his employment with the University before the end of the Term of this Agreement.

5.3.2 Athletic Director, for his own convenience, may terminate this Agreement during its Term by giving prior written notice to the University. Termination shall be effective ten

(10) days after notice is given to the University. If Athletic Director terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. However, any amounts due or earned (whether monetary or other benefits) by Athletic Director as of the date of termination shall still be paid to Athletic Director by the University.

5.3.3 If Athletic Director terminates this Agreement for his convenience in order to accept employment at another educational institution or with a professional sports team or organization, he shall pay to the University, as liquidated damages and not a penalty, the following sum: (a) \$1,000,000 if the Agreement is terminated on or before December 31, 2023; (b) \$750,000 if the Agreement is terminated between January 1, 2024 and December 31, 2024, inclusive; and (c) \$250,000 if the Agreement is terminated between January 1, 2025 and December 31, 2025, inclusive.

If Athletic Director terminates this Agreement for his convenience because Dr. Marlene Tromp no longer is employed as the President at Boise State University, OR in order to accept employment with an employer which is not an educational institution or professional sports team or organization, then the liquidated damages amount owed to the University shall be only a one-time \$250,000.

The liquidated damages shall be due and payable within sixty (60) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight percent (8%) per annum until paid.

5.3.4 The parties have both been represented by legal counsel in the contract negotiations, or had the opportunity to do so, and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Athletic Director, in addition to potentially increased compensation costs if Athletic Director terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Athletic Director and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by Athletic Director. The liquidated damages are not, and shall not be construed to be, a penalty. This section 5.3.4 shall not apply if Athletic Director terminates this Agreement because of a material breach by the University.

5.3.5 If Athletic Director terminates this Agreement for convenience, he shall forfeit to the extent permitted by law his right to receive all compensation and other payments not earned by him as of the time of termination.

5.4 Termination due to Disability or Death of Athletic Director.

5.4.1 Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Athletic Director: becomes totally or permanently disabled as defined by the University's disability insurance carrier; becomes, in the sole judgment of the

President, based upon the written opinion of a licensed physician competent to provide such an opinion, unable to perform the essential functions of the position of Athletic Director for a period of at least ninety (90) consecutive days; or dies.

5.4.2 If this Agreement is terminated because of Athletic Director's death, Athletic Director's salary and all other benefits shall terminate as of the last day worked, except that Athletic Director's personal representative or other designated beneficiary shall be paid all compensation earned and due (including any Incentive Compensation earned under section 3.1.3, but not yet paid, as of the effective date of termination) and death benefits, if any, as may be contained in any fringe benefit plan now in force or hereafter adopted by the University and due to Athletic Director's estate or beneficiaries thereunder.

5.4.3 If this Agreement is terminated because Athletic Director becomes totally or permanently disabled or becomes unable to perform the essential functions of the position of Athletic Director for a period of at least ninety (90) consecutive days, both as more fully described in section 5.4.1, all salary and other benefits shall terminate, except that Athletic Director shall be entitled to receive any compensation due (including any Incentive Compensation earned under section 3.1.3, but not yet paid, as of the effective date of termination) or unpaid and any disability-related benefits to which he is entitled by virtue of employment with the University.

5.4.4 Nothing herein shall be deemed to be a waiver by Athletic Director of any rights under the Americans with Disabilities Act or any subsequent amendment.

5.5 Interference by Athletic Director. In the event of termination, suspension, or reassignment, Athletic Director agrees that he will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate the Program.

5.6 No Liability. Other than what Athletic Director is or shall be entitled to under this Agreement, the University shall not be liable to Athletic Director for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Athletic Director, regardless of the circumstances.

5.7 Waiver of Rights. Because Athletic Director is receiving a multi-year contract and the opportunity to receive incentive compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Athletic Director, or terminates this Agreement for good or adequate cause or for convenience, Athletic Director shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided by the Board of Trustees and its Governing Policies and Procedures Manual, and the University Policy Manual.

ARTICLE 6

6.1 Board Approval. This Agreement shall not be effective until and unless approved by the University's Board of Trustees and executed by both parties as set forth below. In addition,

the payment of any compensation pursuant to this Agreement shall be subject to the approval of the University's Board of Trustees; and the President; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board of Trustees and the University's rules and policies regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the trade-out program), material, and articles of information including without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Athletic Director by the University or developed by Athletic Director on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Athletic Director's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the Term of this Agreement or its earlier termination as provided herein, Athletic Director shall immediately cause any such personal property, materials, and articles of information in Athletic Director's possession or control to be delivered to the President.

6.3 Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without prior written consent of the other party.

6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

6.5 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in effect.

6.6 Governing Law. This Agreement shall be subject to and construed in accordance with the laws of the state of Idaho as an agreement to be performed in Idaho. Any action based in whole or in part on this Agreement shall be brought in the Ada County courts of the state of Idaho.

6.7 Oral Promises. Oral promises of an increase in annual salary or of any supplemental or other compensation shall not be binding upon the University.

6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

6.9 Confidentiality. Athletic Director hereby consents and agrees that this document may be released and made available to the public after it is signed by Athletic Director. Athletic Director further agrees that all documents and reports he is required to produce under this Agreement may be released and made available to the public at the University's sole discretion.

6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: President
Boise State University
1910 University Drive
Boise, Idaho 83725

with a copy to: General Counsel
Boise State University
1910 University Drive
Boise, Idaho 83725-1002

Athletic Director: Jeramiah Dickey
Last known address on file with
University's Human Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective.

6.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.12 Binding Effect. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

6.13 Non-Use of Names and Trademarks. Athletic Director shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of his official University duties.

6.14 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.15 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the University's Board of Trustees.

6.16 Opportunity to Consult with Attorney. Athletic Director acknowledges that he has had the opportunity to consult with and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

UNIVERSITY

ATHLETIC DIRECTOR

Dr. Marlene Tromp, President

Date

Jeramiah Dickey

Date

Approved by the Board of Trustees on the ____ day of March, 2021.

Athletic Director Jeramiah Dickey Maximum Compensation Calculation - 2021-2025

		2021	2022	2023	2024	2025
3.1.2	Annual Base Salary	\$ 410,000	\$ 418,200	\$ 426,564	\$ 435,095	\$ 443,797
3.1.3	Additional Pay based on Performance & Academic Achievement (max cumulative payout)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
	Total Maximum potential annual compensation under Employment Agreement	\$ 460,000	\$ 468,200	\$ 476,564	\$ 485,095	\$ 493,797

**Liquidated Damages
Athletic Directors in Mountain West Conference**

ATTACHMENT 4

Athletic Director	School	Length of Contract	2020-21 Salary (total comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Nathan Price	Air Force	NA	NA	NA	NA	
Jeremiah Dickey	Boise State	5 years	\$ 410,000	Yes	Tied to years in contract	See Contract
Joe Parker	Colorado State	5 Years - ending 12/31/22	\$ 426,400	NA	NA	
Terry Tumey	Fresno State	5 years - ending 7/31/23	\$ 320,000	Yes	Sliding Scale	(a) Should the separation from employment occur on or before July 31, 2021, Employee shall pay the University \$600,000; (b) should the separation occur between August 1, 2021, and July 31, 2022, Employee shall pay the University \$300,000; or (c) should the separation occur on or after August 1, 2022, Employee shall not be required to pay the University any fee. Payment shall be made within thirty (30) days after requested in writing by the University. The parties agree that the above stated amount is fair and reasonable and shall not be construed as a penalty. The University retains sole discretion to reduce or waive its receipt of this amount depending on the facts and circumstances surrounding Employee's separation from the University.
Doug Knuth	Nevada	5 years - ending on 6/30/23	\$ 412,000	Yes	Sliding Scale	If the Employee terminates this Agreement for convenience, then Employee or designee shall pay to the University, as liquidated damages and not a penalty, the following sum: If Employee terminates the Agreement between August 1, 2018, and June 30, 2021: \$100,000.00; If Employee terminates this Agreement between July 1, 2021, and June 30, 2022: \$50,000.00; If Employee terminates this Agreement between July 1, 2022 and June 30, 2023: \$0.00, excluding all deductions required by law. The liquidated damages shall be due and payable within twenty (20) calendar days of the effective date of the termination or in accordance with
Eddie Nunez	New Mexico	5 years - ending on 9/24/22	\$ 327,000	Yes	Flat Rate	10. <u>TERMINATION BY REQUEST OF MR. NUÑEZ</u> : Mr. Nuñez recognizes that the loss of his services to the University prior to the expiration of this Agreement, or any renewal thereof, would cause an inherent loss to the University, which cannot be estimated with certainty, nor be adequately compensated by money damages. Therefore, in the event that Mr. Nuñez unilaterally terminates this Agreement without permission of the President of the University prior to its expiration on September 24, 2022, Mr. Nuñez agrees to pay to the University one half (1/2) of his prorated base salary as described in paragraph 3(a) of this Agreement from the date of his unilateral termination through the remainder of the contract term. For purposes of this paragraph, "prorated base salary" shall mean the prorated remainder of the guaranteed base salary that would be due to be paid to Mr. Nuñez as described in paragraph 3(a) of this Agreement for the Contract Employment Year in which Mr. Nuñez unilaterally terminates his employment plus the full guaranteed base salary for the remaining Contract Employment Years, if any. Mr. Nuñez will repay to the University one half (1/2) of his prorated base salary in equal monthly installments for the remainder of the term of this Agreement. The University shall have no further liability except for prorated base salary and benefits accrued to the date of the unilateral termination.

**Liquidated Damages
Athletic Directors in Mountain West Conference**

John Wicker	San Diego State	4.7 years - ending 6/30/21	\$ 404,468	Yes	Flat Rate or Sliding Scale	<ul style="list-style-type: none"> A termination for convenience clause will require University payment to you of up to 100% of the annual base salary for the remainder of the contract only plus the balance in the deferred compensation fund at the time of termination. The University shall not be liable for any payments of benefits, other non-salary compensation, or consequential damages after the date of termination. You are obligated to make reasonable efforts to seek other employment and such subsequent compensation will reduce the University's payments due to you. This is both a mitigation of damages and a liquidated damages provision. A clause that your premature termination of the contract to accept another comparable position at a Division I institution, Conference, or affiliated sports or entertainment organization (i.e. Sports Equipment Manufacturer, Broadcast network, Professional Sports team Sports Marketing company), will require your payment to the University of up to \$1,250,000 reduced by \$250,000 for each of the first four years of the contract. 												
Marie Tuite	San Jose State	5 years - ending 5/17/22	\$ 366,012	NA	NA	<p>Constructive Resignation. In the event that Employee seeks other employment, or is reassigned from the position of Director of the Division of Intercollegiate Athletics during the term of this Appointment Letter and refuses to accept the reassignment or perform the duties to which he/she may be reassigned, Employee shall be deemed to have resigned his/her employment and, as of the date such other employment has begun or refusal has occurred, all compensation and other obligations owed by the University to Employee under this Appointment Letter shall cease. In no case shall the University be liable for the loss of any collateral business opportunities or any other benefits, perquisites or income resulting from activities such as, but not limited to, camps, clinics, media appearances, apparel or shoe contracts, consulting relationships or from any other sources whatever that may ensue as a result of Employee's termination of this appointment. The provisions of this subsection shall be without prejudice to any rights the University may have under applicable state or federal law. In the event Employee is deemed to have resigned, Employee shall be entitled to utilize the reconsideration procedures available under Article 2.2 § 42728 of Title 5.</p>												
Desiree Reed-Francois	UNLV	5 years - ending 6/30/22	\$ 350,000	Yes	Tied to years in contract	<p>6.2.b. Liquidated Damages If the Employee terminates this Agreement for convenience, then Employee or designee shall pay to the University, as liquidated damages and not a penalty, the following sum: an amount equal to the remaining base salary of the Employee as set forth in Section 5.1, excluding all deductions required by law. The liquidated damages shall be due and payable within twenty (20) calendar days of the effective date of the termination or in accordance with a payment schedule agreed upon by the parties in writing, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid. The University shall not be liable for any consequential damages or loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of the Employee's termination of this Agreement without cause and Employee hereby expressly waives any such claims against the University, its officers, employees and agents.</p> <p>The parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the Employee may lose certain benefits, supplemental compensation or outside compensation relating to Employee's employment at the University, which damages are extremely difficult to determine with certainty, or fairly or adequately. The parties further agree that payment of such liquidated damages by the Employee and acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for damages and injury suffered because of such termination by the Employee. The foregoing shall not be, nor be construed to be, a penalty.</p>												
John Hartwell	Utah State	8 years - ending 12/31/24	\$ 527,500	Yes	Sliding Scale	<p>7. Termination for Convenience 7.1. Liquidated Damages. Subject to the terms of this Agreement, either USU and Director may terminate this Agreement for convenience (also commonly referred to as a without cause or without breach basis).</p> <p>In the event USU terminates this Agreement for convenience during Years 5, 6, 7, or 8 of the Term, USU will be responsible to pay liquidated damages in the amount of \$750,000. If USU terminates the Agreement for convenience during Year 9, USU will be responsible to pay liquidated damages in the amount of \$500,000. In the event USU terminates this Agreement on or before June 30, 2023 (the first half of Year 10), USU will be responsible to pay liquidated damages in the amount of \$250,000.</p> <p>In the event Director terminates this Agreement for convenience during Years 5, 7 or 8, or on or before June 30, 2020 (the first-half of Year 6), Director will be responsible to pay liquidated damages in the amount of \$100,000. If Director terminates this agreement between July 1, 2020 and December 31, 2020 (the second-half of Year 6), Director will be responsible to pay liquidated damages in the amount of \$200,000. Director will be responsible for paying liquidated damages in the amount of \$50,000 if he terminates this Agreement during Year 9.</p> <p>The following chart outlines the liquidated damages as set forth above.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="3" style="text-align: center;">Liquidated Damages</th> </tr> <tr> <th style="text-align: left;">Contract Year</th> <th style="text-align: left;">If Terminated by USU:</th> <th style="text-align: left;">If Terminated by Director:</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td>\$1,000,000</td> <td>\$1,000,000</td> </tr> <tr> <td>Year 2</td> <td>\$850,000</td> <td>\$800,000</td> </tr> </tbody> </table>	Liquidated Damages			Contract Year	If Terminated by USU:	If Terminated by Director:	Year 1	\$1,000,000	\$1,000,000	Year 2	\$850,000	\$800,000
Liquidated Damages																		
Contract Year	If Terminated by USU:	If Terminated by Director:																
Year 1	\$1,000,000	\$1,000,000																
Year 2	\$850,000	\$800,000																

**Liquidated Damages
Athletic Directors in Mountain West Conference**

ATTACHMENT 4

						<table border="1"> <tr><td>Year 3</td><td>\$675,000</td><td>\$200,000</td></tr> <tr><td>Year 4</td><td>\$500,000</td><td>\$100,000</td></tr> <tr><td>Year 5</td><td>\$750,000</td><td>\$100,000</td></tr> <tr><td>Year 6 (Jan. 1 to June 30)</td><td>\$750,000</td><td>\$100,000</td></tr> <tr><td>Year 6 (July 1 to Dec. 31)</td><td>\$750,000</td><td>\$200,000</td></tr> <tr><td>Year 7</td><td>\$750,000</td><td>\$100,000</td></tr> <tr><td>Year 8</td><td>\$750,000</td><td>\$100,000</td></tr> <tr><td>Year 9</td><td>\$500,000</td><td>\$50,000</td></tr> <tr><td>Year 10 (Jan. 1 to June 30)</td><td>\$250,000</td><td>\$0</td></tr> <tr><td>Year 10 (July 1 to Dec. 31)</td><td>\$0</td><td>\$0</td></tr> </table>	Year 3	\$675,000	\$200,000	Year 4	\$500,000	\$100,000	Year 5	\$750,000	\$100,000	Year 6 (Jan. 1 to June 30)	\$750,000	\$100,000	Year 6 (July 1 to Dec. 31)	\$750,000	\$200,000	Year 7	\$750,000	\$100,000	Year 8	\$750,000	\$100,000	Year 9	\$500,000	\$50,000	Year 10 (Jan. 1 to June 30)	\$250,000	\$0	Year 10 (July 1 to Dec. 31)	\$0	\$0
Year 3	\$675,000	\$200,000																																		
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Tom Burman	Wyoming	5 years - ending on 6/30/25	\$ 250,008	No	None																															

*Sliding Scale, Flat Rate, Tied to
years in contract

BOISE STATE UNIVERSITY

Athletic Department APR History, National Percentile Rank & GPA

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2015-16	2016-17	2017-18	2018-19 <i>(May 2020 release)</i>
All Student-Athletes	981	991	991	992

REPORT YEAR
Raw Score for single year

MULTI-YEAR APR (4-Year Rolling Average)

All Student-Athletes	980	983	989	990
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SINGLE YEAR GRADE POINT AVERAGE (GPA) SCORES

	2016-17	2017-18	2018-19	Fall 2019*
All Student-Athletes - Fall	3.24	3.22	3.28	3.27
All Student-Athletes - Spring	3.28	3.23	3.31	

*Pre-Covid

**Salary and Incentive Comparisons
Athletic Directors in Mountain West Conference**

Athletic Director	School	Base Salary	Incentives
Nathan Price	Air Force	NA	NA
Jeremiah Dickey	Boise State	\$ 410,000	See Contract
Joe Parker	Colorado State	\$ 426,400	NA
Terry Tumey	Fresno State	\$ 320,000	<p>1) Achievement of Annual NCAA APR</p> <ul style="list-style-type: none"> a. 5% of the base salary if every sports team reaches an APR of 930 b) 7% of the base salary if every sports team reaches an APR of 940 <p><i>Only one may be awarded.</i></p> <p>2) NACDA Director's Cup</p> <ul style="list-style-type: none"> a. 3% of the base salary if the University ranks in the top 75 of the NACDA Director's Cup b) 6% of the base salary if the University ranks in the top 50 of NACDA Director's Cup <p><i>Only one may be awarded.</i></p> <p>3) Sports Team Competitions</p> <ul style="list-style-type: none"> a) 3% of the base salary if the men's basketball team competes in the NCAA tournament; b) 3% of the base salary if the women's basketball team competes in the NCAA tournament; c) 3% of the base salary if the baseball team competes in the NCAA College World Series; d) 3% of the base salary if the softball team competes in the NCAA College World Series; e) 3% of the base salary if the football team competes in a bowl game and has a winning record during the regular season; and f) 10% of the base salary if the football team competes in the College Football playoff.

**Salary and Incentive Comparisons
Athletic Directors in Mountain West Conference**

Doug Knuth	Nevada	\$ 412,000	<p>5.4. <u>Automobile.</u></p> <p>The University, as additional compensation to the Employee, shall make arrangements for and provide to the Employee, on a loan basis, one (1) automobile for the use of the Employee for so long as the Employee serves as the Director of Athletics. The University further agrees to provide appropriate liability and comprehensive automobile insurance to cover the Employee in Employee's use and operation of said automobile. Employee shall be responsible for all other expenses involved in the use and operation by Employee of said automobile.</p>
Eddie Nunez	New Mexico	\$ 327,000	<p>a. <u>Car Donor Program:</u> In accordance with the car donor program and in cooperation with local Albuquerque car and truck dealers, the University will provide one (1) courtesy car for Mr. Nuñez's personal and business use. Mr. Nuñez shall be responsible for obtaining automobile liability insurance in accordance with insurance laws of the State of New Mexico, and will name the University as a third-party beneficiary of such insurance policy. The University will be reimburse Mr. Nuñez for the cost of the automobile liability insurance and fuel costs for the vehicle provided pursuant to this paragraph upon submission of proof of payment by Mr. Nuñez and any other supplemental documentation that the University may fairly require to permit such reimbursement. In addition, Mr. Nuñez shall comply with all other federal and state laws, National Collegiate Athletic Association (NCAA) rules, University policies, and any other policies or directives of the Athletic Department applicable to the car donor program. Mr. Nuñez understands and agrees that any courtesy car provided pursuant to this paragraph may be taxable compensation to him, and that he is solely responsible for any and all tax consequences associated with this compensation.</p> <p>b. <u>Country Club Membership:</u> Mr. Nuñez will be provided one (1) family membership at Tanoan Country Club. The Athletics Department agrees to cover the cost of membership fees, and Mr. Nuñez agrees to pay for all personal expenses incurred in the use of the membership. Membership as contemplated by this paragraph includes golf and other privileges provided by the club selected. typically but not always</p>

**Salary and Incentive Comparisons
Athletic Directors in Mountain West Conference**

			<p>get the same privileges provided by the club selected, typically but not always including tennis and pool privileges. Mr. Nuñez understands and agrees that the value of this membership may be taxable compensation to him, and that he is solely responsible for any and all tax consequences associated with this compensation</p> <p>c. <u>Incentive Payments:</u> An incentive payment is a direct cash payment over and above Mr. Nuñez's base salary, in an amount to be determined by the President of the University in his exclusive discretion and subject to availability of funds. In no event shall the incentive payment exceed Thirty-Five Thousand Dollars and no cents (\$35,000.00) in any Contract Employment Year. Mr. Nuñez is eligible for an incentive payment upon achieving specified performance criteria established annually by the President associated with departmental fiscal goals, academic and athletic performance goals for the Athletics Department. Mr. Nuñez will be eligible for such incentive salary payments after completing the Contract Employment Year in which the incentive is earned. Incentive payments, if any, will be paid no later than sixty (60) days after the end of such Contract Employment Year. Mr. Nuñez understands and agrees that incentive payments, if any, may be taxable compensation to him, and that he is solely responsible for any and all tax consequences associated with this compensation</p> <p>e. <u>Media Appearances:</u> The University may enter into agreements with radio stations, television stations, and/or other media platforms under which the University will receive revenue subject to conditions and terms negotiated between the University and third parties. The University will pay to Mr. Nuñez the additional sum of Twenty-Five Thousand Dollars and no cents (\$25,000.00) per contract year, in addition to the foregoing, to make appearance as a representative of the University and/or which will otherwise fulfill the obligations of the University with regard to those those-party contracts or other arrangements. The University will pay the sum described in this paragraph in twelve (12) approximately equal installments during the Contract Employment year as part of Mr. Nuñez's monthly compensation. Mr. Nuñez shall assist the University in obtaining contracts and arrangements as described in this paragraph, and agrees that he will not unreasonably withhold any appearance which is necessary to meet the University's contractual and other obligations under this paragraph. Mr. Nuñez will not enter into any individual agreements which conflict with the rights of the University as described in this paragraph. Mr. Nuñez understands and agrees that the payments to him pursuant to this paragraph may be taxable compensation to him, and that he is solely responsible for any and all tax consequences associated with this compensation</p>
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**Salary and Incentive Comparisons
Athletic Directors in Mountain West Conference**

John Wicker	San Diego State	\$ 354,468	<ul style="list-style-type: none"> • Supplemental Base: \$90,000 annually, payable monthly through an authorized auxiliary organization of SDSU. This compensation is for services, including, but not limited to, radio, television and other media events and public appearances, annual balanced budgets and fundraising and development activities. This supplement will be reviewed no later than July 1, 2018 by the Vice President of Business and Financial Affairs to determine if the amount should be continued or modified. • Incentive compensation: \$85,000 maximum for achieving athletic and, academic performance and financial goals. Categories will include Student Athlete Academic Performance, Postseason Play, Athletic Director's Cup and Annual Budget Performance. • Deferred Compensation/Longevity Bonus Fund. On each anniversary date of this contract, the University will set aside \$50,000 in deferred compensation for you. It will be fully vested as of June 30, 2021 and there will be no partial vesting. You will be responsible for any and all taxes associated with this benefit. • Car: University will supply either two courtesy cars or a per-car allowance of \$750 per month through an authorized auxiliary organization. You are responsible for all gas and maintenance of the vehicles. • Country Club Membership: Athletics maintains a membership at Bernardo Heights Country Club for approved university business. Any personal use of the membership must be paid directly by you.
Marie Tuite	San Jose State	\$ 366,012	<p>b. Supplemental Compensation. The Tower Foundation shall pay to the Employee supplemental compensation based upon the criteria set forth below so long as Employee is employed by SJSU in the position of Director of the Division of Intercollegiate Athletics. All annual bonuses will undergo the process of determination at the completion of each fiscal year. The process will continue until all applicable data has been quantified and confirmed, but will be paid out no later than August 1 of the following fiscal year.</p> <ul style="list-style-type: none"> • Supplemental compensation will be paid at \$8,840 per month or \$106,080 annually. The breakdown is listed below: • Salary Supplement: \$40,080/year or \$3,340/month • Car Allowance: \$9,000/year or \$750/month • Public Speaking and Civic Engagement: \$36,000/year or \$3,000/month • Other Public Relations Activities: \$21,000/year or \$1,750/month

**Salary and Incentive Comparisons
Athletic Directors in Mountain West Conference**

Desiree Reed-Francois	UNLV	\$ 350,000	<p>5.4 Automobiles The University, as additional compensation to the Employee, shall make arrangements for and provide to the Employee, on a loan basis, one (1) automobile for the use of the Employee for so long as the Employee serves as the Director of Athletics. The University further agrees to provide appropriate liability and comprehensive automobile insurance to cover the Employee in Employee's use and operation of said automobile. Employee shall be responsible for all other expenses involved in the use and operation by Employee of said automobile.</p> <p>5.5 Season Tickets a. The University shall make available to the Employee twelve (12) tickets for each regular season contest for all sports for as long as Employee serves as the Director of Athletics. b. The University shall make available to the Employee, upon request, post season tickets as approved by the President.</p> <p>5.6 Membership The University will arrange for membership privileges, at no cost to Employee, at a local golf or country club for as long as Employee serves as the Director of Athletics and for no longer.</p> <p>5.7 Hosting Account University shall provide Employee up to \$38,000.00 through June 30, 2018, for hosting activities undertaken as Athletic Director. For each fiscal year thereafter during the Term, the President or designee will review and approve the Employee's hosting budget in accordance with applicable Board of Regents policies. Employee shall comply with all Board of Regents, University, and Athletic Department policies governing Hosting Accounts.</p>
John Hartwell	Utah State	\$ 527,500	<p>The performance incentives are set forth below:</p> <p>a) Academic Achievement: \$15,000 for meeting at least two of the following:</p> <ul style="list-style-type: none"> • All athletic programs achieve an Academic Performance Rate ("APR"), as determined by the NCAA, of 960 or higher; • Fifty percent (50%) of student-athletes (as an average of spring and fall semesters) achieve a GPA of 3.00 or higher; and • The student-athlete graduation success rate for the immediately prior year is eighty percent (80%) or higher. <p>b) Budget Management: \$15,000 for successful management of the Athletics Department finances, in keeping with the following criteria:</p> <ul style="list-style-type: none"> • The Director shall develop a preliminary annual budget for the Athletics Department (including sub-budgets for each sport and administration) for the upcoming fiscal year and deliver the preliminary budget to the Athletics Council and the Vice President for Business and Finance by March 31 of each Contract Year; • Considering the feedback of the Athletics Council and the Vice President for Business and Finance, the Director shall develop and submit a final budget for approval by the President by June 15 of each Contract Year; and • The Director shall administer the approved budget in a responsible manner

**Salary and Incentive Comparisons
Athletic Directors in Mountain West Conference**

			<p>including adjusting expenditures to revenues as necessary to ensure a positive balanced budget at the conclusion of the fiscal year.</p> <p>c) Fund Raising: \$5,000 for each increment of \$4,000,000 that the Director and/or the Athletics Department development staff generates in cash, pledges, and commitment letters from external sources in each fiscal year.</p> <p>Each of the above incentives are intended to reward the achievement of the individual occurrence and are cumulative, provided that the cumulative total of payments made pursuant to this Section 4.3 shall in no event exceed \$40,000 annually.</p> <p>4.4. <u>Vehicle</u>. USU will provide Director with one loaned vehicle for Director's use (referred to as a "courtesy car") in keeping with the following uses (in order of priority): (i) business conducted in direct support of the Athletics Department's daily operations; (ii) official travel for the Athletics Department and/or the USU, as assigned; (iii) business conducted indirectly affecting the Athletics Department, such as lunches, meetings, etc.; and (iv) personal business and family support but secondary to the primary purpose of supporting the Athletics Department operations. This courtesy car will be provided to USU by supporters of USU Athletics. USU will withhold all applicable federal and state taxes related to Director's use of the courtesy car, as required by the IRS and applicable law. Director agrees to follow all USU and USU Athletic Department policies and procedures related to use of courtesy cars, including compliance with the law, insurance payments, and periodic reports of vehicle information. In addition, USU will provide Director with a monthly gasoline credit allowance of \$125 and a monthly car insurance allowance of \$75. Director may not separately claim reimbursement for business mileage expenses from the USU, but may document and claim any uncompensated business mileage or vehicle expenses separately on his personal income tax return.</p> <p>4.5. <u>Country Club Membership</u>. USU will ensure that the Logan Golf and Country Club grants to Director membership for USU business purposes. Director's membership will be subject to any terms and conditions imposed by the Logan Country Club, including but not limited to the right of the Logan Country Club to revoke membership. USU will not be responsible for any food minimum requirements or purchases of goods and services at the Logan</p>
Tom Burman	Wyoming	\$ 250,008	<p>3. Housing Allowance During the term of Employee's appointment as Director, Employee shall receive an annual housing allowance of \$36,000 per year paid monthly at the rate of \$3,000 per month paid from non-state, non-tuition/fee dollars. This housing allowance shall not be considered as salary and shall not be recognized as compensation qualified for participation in the Wyoming State Retirement System or TIAA.</p> <p>4. Courtesy Car During the term of Employee's appointment as Director, Employee shall be entitled to the use of one vehicle available through the Department of Intercollegiate Athletics courtesy car program.</p> <p>7. Incentive Payments To encourage Employee's accomplishment of some of the key goals and objectives of the University's strategic plan for intercollegiate athletics, the University agrees to pay certain performance-related incentives as outlined below in this Agreement in paragraphs 8-11, beginning with seasons of intercollegiate competition starting after July 1, 2019. However, the maximum total incentives awarded in any qualifying year shall be \$150,000. Except for the GPA incentive (see Paragraph 9(a)), which will be awarded following the end of the full</p>

academic year including summer once all applicable student-athlete grades have posted and the GPA has been calculated, the period to be used for the calculation of an incentive payment during a qualifying year shall be the University's fiscal year (i.e., July 1 to June 30).

The source of funds for any and all incentive awards shall be from non-state, non-tuition/fee dollars.

8. Deferred Compensation

If Employee earns at least \$100,000 in performance-related incentives in any qualifying year, as outlined below, the University shall, at the Employee's discretion, contribute any or all of the remaining amount (up to \$150,000) to a benefit plan on behalf of the Employee subject to the conditions contained herein. The University shall select the manager for the benefit plan; however, the Employee shall be entitled to direct the payout of the funds and all associated earnings in accordance with the benefit plan payout requirements. These funds will vest immediately.

9. Academic Performance Incentives.

If, in any qualifying year during the term of this Agreement:

- a. At the conclusion of the full academic year, including the following summer, the annual student-athlete GPA is:
 - i. Above a 2.8 GPA, Employee will receive \$27,600;
 - ii. Above a 2.9 GPA, Employee will receive \$34,500;
 - iii. Above a 3.0 GPA, Employee will receive \$41,400.

10. Athletic Performance Incentives

If, in any qualifying year during the term of this Agreement:

- a. The University of Wyoming football team receives a post-season bowl bid, the Employee shall receive an incentive award of \$27,600 for an accepted bid.
- b. The University of Wyoming football team is ranked in the Top 25 in the USA Today-Coaches Poll or the AP Poll; the University of Wyoming men's basketball team is ranked in the Top 25 in the USA Today-Coaches Poll, the AP Poll, or the Ratings Percentage Index (RPI); or the University of Wyoming women's basketball team is ranked in the Top 25 in the USA Today-Coaches Poll, the AP Poll, or the Ratings Percentage Index (RPI), the Employee shall receive an incentive of \$34,500 for each ranked team. This ranking can occur at any time (e.g., preseason, during the season, etc.).
- c. The University of Wyoming men's basketball team, women's basketball team, women's volleyball team, or women's soccer team is selected to receive an invitation to the post-season NCAA tournament, the Employee shall receive an incentive award

Salary and Incentive Comparisons
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			<p>of \$13,800 for each such accepted invitation.</p> <p>d. The University of Wyoming men's basketball team, women's basketball team, or women's volleyball team is selected to receive an invitation to any post-season tournament, the Employee shall receive an incentive award of \$6,900 for each such accepted invitation.</p> <p>e. For each MWC (or applicable conference) team that finishes in the top four (4) of the Mountain West Conference (or applicable conference), Employee will receive \$3,450 per finish. This is based on <u>regular season</u> finish in the following sports: football, men's basketball, women's basketball, women's volleyball and women's soccer. The incentive is based upon <u>conference championship/tournament finish</u> in all other sports.</p> <p>11. Marketing Incentive The University shall calculate total annual revenue based upon all "ticketed" athletics events where the revenue for the event is maintained by the University. This would not include any post-season UW athletic events hosted by UW where the funds are diverted back to a third party (e.g., NIT, WNIT, etc.). Total gross sales will be computed for all sports and if the total ticket revenue at the end of the year is greater than \$3,000,000, Employee will receive \$41,400. If the total ticket revenue is greater than \$3,300,000, Employee will receive \$55,200. If the total ticket revenue exceeds \$3,750,000, Employee will receive \$69,000.</p>

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 5, 2021

BOISE STATE UNIVERSITY

SUBJECT

Boise State Network and Security Hardware and Software Project Purchase

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.

BACKGROUND/DISCUSSION

To support the continued transition to remote working and instruction at Boise State, significant network infrastructure investments are necessary to provide additional security, capacity and reliability. This proposal seeks approval for the purchase of Cisco Systems network equipment for an amount greater than \$1 million utilizing CARES Act funding allocated directly to Boise State University.

The university has and will continue to need the flexibility to conduct classes remotely for all or a portion of the semester with staff working remotely as well. The way Boise State operates has fundamentally changed since COVID, resulting in a 100% dependence on technology and network connectivity to maintain business operations.

To assist with the tremendous adaptation required to change how 30,000 individuals learn and work, CARES Act funding was previously awarded to the university for significant improvements to classroom technology. This funding was crucial in supporting a hybrid model for Fall 2020 with classes taught on campus to students that are both in the classroom and attending remotely. The upgrades were successfully implemented over the summer, expanding not only the technological capabilities of existing classrooms but adding classrooms in areas that were previously not designated as academic space to accommodate social distancing requirements. While the project greatly enhanced the university's classroom technology, it did not include necessary upgrades to the network infrastructure that supports connectivity to the classrooms and within the resident halls.

To improve the security posture of the university and availability of critical supporting network services for business operations, two main categories of investment have been identified as top priorities that are strategically aligned with existing projects, initiatives, and technologies:

Security & Compliance- Investments will target basic remote operations to ensure that all users have secure access via VPN to campus resources while working/learning from home or on unsecured wireless networks. Supporting security appliances will be sized and licensed appropriately.

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 5, 2021

Network Infrastructure- Routing, switching, and wireless equipment needs to be updated to mitigate security vulnerabilities, expand coverage, reduce risk of failures and outages, and provide a stable connection for users. This request builds upon prior CARES Act projects.

IMPACT

The network infrastructure upgrades are critical for supporting secure access and connectivity to business applications that students and staff access to complete all business objectives. If approval is not granted, the university is at elevated risk of equipment failure, network outages due to inadequate capacity, and security breaches.

This network security hardware and software will be purchased through existing state contracts. ID, NASPO, AR233(14-190 PADD 1118). Boise State anticipates the entire cost will be reimbursed with CARES funding.

ATTACHMENTS

- Attachment 1 – CompuNet, Inc. Quotation #KJ157336
- Attachment 2 – CompuNet, Inc. Quotation #KJ160683

STAFF COMMENTS AND RECOMMENDATIONS

Funding from the CARES Act of March 2020, and the Coronavirus Response and Relief Supplemental Appropriation (CRRSA) Act of December 2020 have supported the needs of institutions to pivot to address the educational needs of students and the ability to effectively support them through enhancements to technology. Boise State University's plan to leverage these distributions to expand capacity and security provisions has been approached from a strategic viewpoint. Staff recommends approval.

BOARD ACTION

I move to approve the purchase of network security hardware and software from CompuNet, Inc. at an aggregate cost not to exceed \$2,750,000.00 and authorize the Vice President and Chief Financial Officer of Boise State University to execute the Quotations and take all further action necessary for such purchase.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Bill To:

 Boise State University
 Accounts Payable
 1910 University Dr.
 Boise, ID 83725

Ship To:

 Boise State University
 BSU Central Receiving
 1311 Belmont St
 Boise, ID 83706

Quote Information:

 Quote #: KJ157336
 Version: 2
 Delivery Date: 02/23/2021
 Expiration Date: 03/22/2021

Prepared by:

 Kevin Jackson
 (208) 286-3040
 kjackson@compunet.biz

Prepared for:

 Robert Elsethagen
 (208) 426-5154
 robertelsethagen@boisestate.edu

Security and Licensing

Description	List Price	Price	Qty	Ext. Price
FPR2140-ASA-K9 Cisco Firepower 2140 ASA Appliance, 1U, 1 x NetMod Bay	\$65,222.48	\$28,534.84	2	\$57,069.68
CON-SNT-FPR2140K SNTC-8X5XNBD Cisco Firepower 2140 ASA Appliance, 1U,	\$26,000.00	\$18,200.00	2	\$36,400.00
CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$0.00	\$0.00	4	\$0.00
SF-F2KASA9.10.1-K9 Cisco ASA 9.10.1 Software for Firepower 2100 appliances	\$0.00	\$0.00	2	\$0.00
FPR2K-SSD200 Firepower 2000 Series SSD for FPR-2130/2140	\$0.00	\$0.00	2	\$0.00
FPR2K-SLIDE-RAILS Firepower 2000 Slide Rail Kit	\$0.00	\$0.00	2	\$0.00
FPR2100-ASA Cisco Firepower 2100 Standard ASA License	\$0.00	\$0.00	2	\$0.00
FPR2K-NM-BLANK Firepower 2000 Series Network Module Blank Slot Cover	\$0.00	\$0.00	2	\$0.00
FPR2K-FAN Firepower 2000 Series Fan Tray	\$0.00	\$0.00	2	\$0.00
FPR2K-PWR-AC-400 Firepower 2000 Series 400W AC Power Supply	\$0.00	\$0.00	4	\$0.00
FPR2K-SSD-BBLKD Firepower 2000 Series SSD Slot Carrier	\$0.00	\$0.00	2	\$0.00
L-ISE-PLS-LIC= Cisco ISE Plus License	\$0.00	\$0.00	7500	\$0.00
L-ISE-PLS-5Y-S6 Cisco ISE Plus License, 5Y, 5000 - 9999 Sessions	\$19.00	\$9.50	7500	\$71,250.00
L-ISE-APX-LIC= Cisco ISE Apex License	\$0.00	\$0.00	7500	\$0.00
L-ISE-APX-5Y-S6 Cisco ISE Apex License, 5Y, 5000 - 9999 Sessions	\$14.19	\$7.10	7500	\$53,250.00

Security and Licensing

Description		List Price	Price	Qty	Ext. Price
L-AC-PLS-LIC=	Cisco AnyConnect Plus Term License, Total Authorized Users	\$0.00	\$0.00	27500	\$0.00
L-AC-PLS-3Y-S9	Cisco AnyConnect Plus License, 3YR, 25K-49999 Users	\$1.50	\$0.66	27500	\$18,150.00
L-AC-APX-LIC=	Cisco AnyConnect Apex Term License, Total Authorized Users	\$0.00	\$0.00	7500	\$0.00
L-AC-APX-3Y-S7	Cisco AnyConnect Apex License, 3YR, 5K-9999 Users	\$4.50	\$1.96	7500	\$14,700.00
Subtotal:					\$250,819.68

R-ISE-VMM-K9=

Description		List Price	Price	Qty	Ext. Price
R-ISE-VMM-K9=	Cisco ISE Virtual Machine Medium	\$12,600.00	\$6,300.00	2	\$12,600.00
CON-ECMU-RVISEVM9	SWSS UPGRADES Cisco ISE Virtual Machine Medium	\$2,520.00	\$1,764.00	2	\$3,528.00
Subtotal:					\$16,128.00

Shipping

Description		Qty
Shipping	Free Ground Shipping Included	1

Quote Summary

Description	Amount
Security and Licensing	\$250,819.68
R-ISE-VMM-K9=	\$16,128.00
Total:	\$266,947.68

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

Boise State University

Signature: _____

Name: _____

Date: _____

PO Number: _____

**BOISE STATE UNIVERSITY
SPONSORED PROJECTS SUPPLEMENTAL TERMS AND CONDITIONS**

AS APPLICABLE, these Boise State University Sponsored Projects Supplemental Terms and Conditions (the "Supplemental Terms") are incorporated into the attached quotation, and incorporated by this reference into the corresponding contract between the parties referenced in the quotation (the "Agreement") as if fully set forth therein. To the extent any provisions of the Agreement conflict with any provisions of these Supplemental Terms, the provisions of these Supplemental Terms will apply. References to this Agreement include the foregoing Agreement and these Supplemental Terms.

1. Contractor must comply with the applicable terms and conditions in 2 CFR § 200.326 and Appendix II to 2 CFR Part 200 as amended from time to time;
2. Contractor shall take reasonable measures to safeguard personally identifiable student data, if contractor has access to such data, subject to the federal Family Educational Rights and Privacy Act (FERPA), the Idaho Student Data Accessibility, Transparency and Accountability Act of 2014 ("Idaho Student Data Act"), or other privacy laws.
3. Contractor shall be subject to, and must comply with the conditions set forth in 2 CFR § 175.15(b), subject to the following revisions of paragraphs a.2.ii.B and b.2.ii:
 - a. "a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."
 - b. "b.2.ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."
4. Contractor is prohibited from text messaging while driving a government owned vehicle, or while driving its own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.
5. If authorized by the University to subcontract, Contractor (or "subrecipient") shall flow down all of the following clauses that are applicable to Contractor's subcontractors at any tier.
6. All provisions of the Agreement that anticipate performance after the termination of the Agreement and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of the Agreement.
7. Each party signing below represents and warrants that such person has the authority to bind the party to the terms and conditions contained herein.

Contractor:

By: _____
Printed Name: _____
Title: _____
Date: _____

University:

By: _____
Mark J. Heil, CPA
Vice President and Chief Financial Officer
Date: _____

Bill To:

 Boise State University
Accounts Payable
1910 University Dr.
Boise, ID 83725

Ship To:

 Boise State University
BSU Central Receiving
1311 Belmont St
Boise, ID 83706

Quote Information:

 Quote #: KJ160683
Version: 4
Delivery Date: 02/24/2021
Expiration Date: 03/23/2021

Prepared by:

 Kevin Jackson
(208) 286-3040
kjackson@compunet.biz

Prepared for:

 Robert Elsethagen
(208) 426-5154
robertelsethagen@boisestate.edu

Core Switching

Description	List Price	Price	Qty	Ext. Price
C9500-32C-A Catalyst 9500 32-port 100G only, Advantage	\$32,513.40	\$20,320.88	4	\$81,283.52
CON-SNT-C95AC032 SNTC-8X5XNBD Catalyst 9500 32-port 100G only, Advanta	\$11,665.00	\$8,165.50	4	\$32,662.00
C9500-NW-A C9500 Network Stack, Advantage	\$0.00	\$0.00	4	\$0.00
C9K-PWR-1600WAC-R Catalyst 9500 1600W Power Supply	\$0.00	\$0.00	4	\$0.00
C9K-PWR-1600WACR/2 1600W AC Config 4 Power Supply front to back cooling	\$3,010.50	\$1,881.56	4	\$7,526.24
CAB-TA-NA North America AC Type A Power Cable	\$0.00	\$0.00	8	\$0.00
C9K-F1-SSD-BLANK Cisco pluggable SSD storage	\$0.00	\$0.00	4	\$0.00
C9K-T2-FANTRAY Catalyst 9500 Type 5 front to back cooling Fan	\$0.00	\$0.00	20	\$0.00
PI-LFAS-T Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	\$0.00	12	\$0.00
PI-LFAS-AP-T-5Y PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	\$0.00	12	\$0.00
NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	4	\$0.00
SC9500HUK9-1612 Cisco Catalyst 9500H XE.16.12 UNIVERSAL	\$0.00	\$0.00	4	\$0.00
C9500-DNA-32C-A C9500 DNA Advantage, Term License	\$0.00	\$0.00	4	\$0.00
C9500-DNA-A-5Y DNA Advantage 5 Year License	\$20,240.60	\$12,650.38	4	\$50,601.52
CVR-QSFP-SFP10G= QSFP to SFP10G adapter	\$400.23	\$225.12	96	\$21,611.52

Subtotal: **\$193,684.80**
Access Switching

Description	List Price	Price	Qty	Ext. Price
C9300L-48UXG-4X-E Catalyst 9300L 48p, 12mGig, Network Essentials ,4x10G Uplink	\$13,025.43	\$4,151.85	85	\$352,907.25
C9300L-NW-E-48 C9300L Network Essentials, 48-port license	\$0.00	\$0.00	85	\$0.00
PWR-C1-BLANK Config 1 Power Supply Blank	\$0.00	\$0.00	85	\$0.00
FAN-T2 Cisco Type 2 Fan Module	\$0.00	\$0.00	255	\$0.00
S9300LUK9-1612 Cisco Catalyst 9300L XE 16.12 UNIVERSAL	\$0.00	\$0.00	85	\$0.00
PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	85	\$0.00
C9300L-SPS-NONE No Secondary Power Supply Selected	\$0.00	\$0.00	85	\$0.00
CAB-TA-NA North America AC Type A Power Cable	\$0.00	\$0.00	85	\$0.00
C9300L-SSD-NONE No SSD Card Selected	\$0.00	\$0.00	85	\$0.00
C9300L-DNA-E-48 C9300L Cisco DNA Essentials, 48-port license	\$0.00	\$0.00	85	\$0.00
C9300L-DNA-E-48-5Y C9300L Cisco DNA Essentials, 48-port, 5 Year Term license	\$1,876.55	\$645.06	85	\$54,830.10
C9300L-STACK-KIT Cisco Catalyst 9300L Stacking Kit	\$1,455.08	\$500.19	85	\$42,516.15
C9300L-STACK Catalyst 9300L Stack Module	\$0.00	\$0.00	170	\$0.00
STACK-T3-3M 3M Type 3 Stacking Cable for C9300L	\$301.05	\$103.49	85	\$8,796.65
NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	85	\$0.00
C9300L-48UXG-4X-E Catalyst 9300L 48p, 12mGig, Network Essentials ,4x10G Uplink	\$13,025.43	\$4,151.85	153	\$635,233.05
C9300L-NW-E-48 C9300L Network Essentials, 48-port license	\$0.00	\$0.00	153	\$0.00
PWR-C1-BLANK Config 1 Power Supply Blank	\$0.00	\$0.00	153	\$0.00
FAN-T2 Cisco Type 2 Fan Module	\$0.00	\$0.00	459	\$0.00
S9300LUK9-1612 Cisco Catalyst 9300L XE 16.12 UNIVERSAL	\$0.00	\$0.00	153	\$0.00
PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	153	\$0.00
C9300L-SPS-NONE No Secondary Power Supply Selected	\$0.00	\$0.00	153	\$0.00

Access Switching

Description		List Price	Price	Qty	Ext. Price
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	153	\$0.00
C9300L-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00	153	\$0.00
C9300L-DNA-E-48	C9300L Cisco DNA Essentials, 48-port license	\$0.00	\$0.00	153	\$0.00
C9300L-DNA-E-48-5Y	C9300L Cisco DNA Essentials, 48-port, 5 Year Term license	\$1,876.55	\$645.06	153	\$98,694.18
C9300L-STACK-KIT	Cisco Catalyst 9300L Stacking Kit	\$1,455.08	\$500.19	153	\$76,529.07
C9300L-STACK	Catalyst 9300L Stack Module	\$0.00	\$0.00	306	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	153	\$0.00
STACK-T3-1M	1M Type 3 Stacking Cable, spare for C9300L	\$200.70	\$68.99	153	\$10,555.47
PWR-C1-715WAC-P=	715W AC 80+ platinum Config 1 Power Supply Spare	\$1,254.38	\$783.99	10	\$7,839.90
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	10	\$0.00
C9300-NM-8X=	Catalyst 9300 8 x 10GE Network Module, spare	\$2,653.93	\$1,658.70	2	\$3,317.40
Subtotal:					\$1,291,219.22

Building Advantage Switching

Description		List Price	Price	Qty	Ext. Price
C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	\$5,939.28	\$2,821.16	23	\$64,886.68
C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	\$0.00	23	\$0.00
S9300UK9-1612	Cisco Catalyst 9300 XE 16.12 UNIVERSAL	\$0.00	\$0.00	23	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	23	\$0.00
C9300-SPS-NONE	No Secondary Power Supply Selected	\$0.00	\$0.00	23	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	23	\$0.00
C9300-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00	23	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	\$100.35	\$62.71	23	\$1,442.33
C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	\$0.00	23	\$0.00

Building Advantage Switching

Description		List Price	Price	Qty	Ext. Price
PWR-C1-BLANK	Config 1 Power Supply Blank	\$0.00	\$0.00	23	\$0.00
C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	\$0.00	23	\$0.00
C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	\$3,361.73	\$2,101.09	23	\$48,325.07
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	\$0.00	23	\$0.00
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	\$0.00	23	\$0.00
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$2,558.93	\$1,438.90	23	\$33,094.70
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	23	\$0.00
Subtotal:					\$147,748.78

Datacenter Switching

Description		List Price	Price	Qty	Ext. Price
N9K-C93240YC-FX2	Nexus 9300 with 48p 10/25G SFP+ and 12p 100G QSFP28	\$30,105.00	\$15,805.12	2	\$31,610.24
CON-SNT-N93YCFX2	SNTC-8X5XNBD Nexus 9300 with 48p 10/25G SFP+ and 12p (Duration: 60 Months)	\$7,050.00	\$4,935.00	2	\$9,870.00
MODE-NXOS	Dummy PID for mode selection	\$0.00	\$0.00	2	\$0.00
NXOS-9.3.5	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.5	\$0.00	\$0.00	2	\$0.00
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$0.00	\$0.00	2	\$0.00
NXK-MEM-8GB	Additional memory of 8GB for Nexus Switches	\$625.18	\$328.22	2	\$656.44
NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust	\$0.00	\$0.00	4	\$0.00
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	\$0.00	\$0.00	4	\$0.00
NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	\$0.00	\$0.00	10	\$0.00
QSFP-40/100-SRBD	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF	\$2,001.98	\$1,051.04	8	\$8,408.32

Datacenter Switching

Description	List Price	Price	Qty	Ext. Price
C1A1TN9300XF-5Y DCN Advantage Term N9300 XF, 5Y - Initial Term - 60.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term	\$23,761.20	\$12,474.62	2	\$24,949.24
SVS-B-N9K-ADV-XF EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K - Initial Term - 36.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term	\$0.00	\$0.00	2	\$0.00
Subtotal:				\$75,494.24

Wireless Access Points

Description	List Price	Price	Qty	Ext. Price
C9120AXI-B Cisco Catalyst 9120AX Series	\$1,700.93	\$701.64	340	\$238,557.60
SW9120AX-CAPWAP-K9 Capwap software for Catalyst 9120AX	\$0.00	\$0.00	340	\$0.00
AIR-AP-BRACKET-1 802.11 AP Low Profile Mounting Bracket (Default)	\$0.00	\$0.00	340	\$0.00
AIR-AP-T-RAIL-R Ceiling Grid Clip for APs & Cellular Gateways-Recessed	\$0.00	\$0.00	340	\$0.00
C9120AX-DNA-OPTOUT CISCO DNA SUBSCRIPTION OPTOUT for C9120AX	\$0.00	\$0.00	340	\$0.00
NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	340	\$0.00
C9120AXI-MULTI MULTI PACK OPTION(Quantity>10)	\$0.00	\$0.00	340	\$0.00
C9105AXW-B Cisco Catalyst 9105AX Series-Wallplate	\$597.08	\$291.08	172	\$50,065.76
NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	172	\$0.00
AIR-AP-BRACKET-W4 AP Low Profile Mounting Bracket	\$0.00	\$0.00	172	\$0.00
SW9105AX-CAPWAP-K9 Capwap software for Catalyst 9105AX	\$0.00	\$0.00	172	\$0.00
C9105AXW-DNA-OPTOT CISCO DNA SUBSCRIPTION OPTOUT for C9105AXW	\$0.00	\$0.00	172	\$0.00
C9120AXI-B Cisco Catalyst 9120AX Series	\$1,700.93	\$701.64	40	\$28,065.60

Wireless Access Points

Description	List Price	Price	Qty	Ext. Price
SW9120AX-CAPWAP-K9 Capwap software for Catalyst 9120AX	\$0.00	\$0.00	40	\$0.00
AIR-AP-BRACKET-1 802.11 AP Low Profile Mounting Bracket (Default)	\$0.00	\$0.00	40	\$0.00
AIR-AP-T-RAIL-R Ceiling Grid Clip for APs & Cellular Gateways-Recessed	\$0.00	\$0.00	40	\$0.00
NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	40	\$0.00
C9120AXI-MULTI MULTI PACK OPTION(Quantity>10)	\$0.00	\$0.00	40	\$0.00
CDNA-E-C9120 Wireless Cisco DNA On-Prem Essentials, 9120 Tracking	\$0.00	\$0.00	40	\$0.00
DNA-E-5Y-C9120 C9120AX Cisco DNA On-Prem Essential,5Y Term,Trk Lic	\$0.00	\$0.00	40	\$0.00
AIR-DNA-E Wireless Cisco DNA On-Prem Essential, Term Lic	\$0.00	\$0.00	40	\$0.00
AIR-DNA-E-5Y Wireless Cisco DNA On-Prem Essential, 5Y Term Lic	\$376.31	\$235.20	40	\$9,408.00
PI-LFAS-AP-T Prime AP Term Licenses	\$0.00	\$0.00	40	\$0.00
PI-LFAS-AP-T-5Y PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	\$0.00	40	\$0.00
AIR-DNA-E-T Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	\$0.00	\$0.00	40	\$0.00
AIR-DNA-E-T-5Y Wireless Cisco DNA On-Prem Essential, 5Y Term, Tracker Lic	\$0.00	\$0.00	40	\$0.00
AIR-DNA-NWSTACK-E AIR CISCO DNA Perpetual Network Stack	\$0.00	\$0.00	40	\$0.00
C9105AXW-B Cisco Catalyst 9105AX Series-Wallplate	\$597.08	\$291.08	34	\$9,896.72
NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	34	\$0.00
AIR-AP-BRACKET-W4 AP Low Profile Mounting Bracket	\$0.00	\$0.00	34	\$0.00
SW9105AX-CAPWAP-K9 Capwap software for Catalyst 9105AX	\$0.00	\$0.00	34	\$0.00

Wireless Access Points

Description		List Price	Price	Qty	Ext. Price
CDNA-E-C9105	Wireless Cisco DNA On-Prem Essentials, 9105 Tracking	\$0.00	\$0.00	34	\$0.00
DNA-E-5Y-C9105	C9105AX Cisco DNA On-Prem Essential,5Y Term,Trk Lic	\$0.00	\$0.00	34	\$0.00
AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	\$0.00	\$0.00	34	\$0.00
AIR-DNA-E-5Y	Wireless Cisco DNA On-Prem Essential, 5Y Term Lic	\$376.31	\$235.20	34	\$7,996.80
PI-LFAS-AP-T	Prime AP Term Licenses	\$0.00	\$0.00	34	\$0.00
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	\$0.00	34	\$0.00
AIR-DNA-E-T	Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	\$0.00	\$0.00	34	\$0.00
AIR-DNA-E-T-5Y	Wireless Cisco DNA On-Prem Essential, 5Y Term, Tracker Lic	\$0.00	\$0.00	34	\$0.00
AIR-DNA-NWSTACK-E	AIR CISCO DNA Perpetual Network Stack	\$0.00	\$0.00	34	\$0.00
C9120AXE-B	Cisco Catalyst 9120AX Series	\$1,801.28	\$743.02	20	\$14,860.40
SW9120AX-CAPWAP-K9	Capwap software for Catalyst 9120AX	\$0.00	\$0.00	20	\$0.00
AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	\$0.00	\$0.00	20	\$0.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	\$0.00	\$0.00	20	\$0.00
CDNA-E-C9120	Wireless Cisco DNA On-Prem Essentials, 9120 Tracking	\$0.00	\$0.00	20	\$0.00
DNA-E-5Y-C9120	C9120AX Cisco DNA On-Prem Essential,5Y Term,Trk Lic	\$0.00	\$0.00	20	\$0.00
AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	\$0.00	\$0.00	20	\$0.00
AIR-DNA-E-5Y	Wireless Cisco DNA On-Prem Essential, 5Y Term Lic	\$376.31	\$235.20	20	\$4,704.00
PI-LFAS-AP-T	Prime AP Term Licenses	\$0.00	\$0.00	20	\$0.00
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	\$0.00	20	\$0.00

Wireless Access Points

Description	List Price	Price	Qty	Ext. Price
AIR-DNA-E-T Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	\$0.00	\$0.00	20	\$0.00
AIR-DNA-E-T-5Y Wireless Cisco DNA On-Prem Essential, 5Y Term, Tracker Lic	\$0.00	\$0.00	20	\$0.00
AIR-DNA-NWSTACK-E AIR CISCO DNA Perpetual Network Stack	\$0.00	\$0.00	20	\$0.00
NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	20	\$0.00
C9120AXE-MULTI MULTI PACK OPTION(Quantity>10)	\$0.00	\$0.00	20	\$0.00
AIR-AP1562E-B-K9 802.11ac W2 Low-Profile Outdoor AP, External Ant, B Reg Dom.	\$2,009.46	\$1,243.35	13	\$16,163.55
SWAP1560-LOCAL-K9 Cisco 1560 Series Unified Local Mode Software	\$0.00	\$0.00	13	\$0.00
AIR-ACC1530-PMK1 Standard Pole/Wall Mount Kit for AP1530/1560 Series	\$109.38	\$67.68	13	\$879.84
AIR-ANT2547VG-N 2.4 GHz 4dBi/5 GHz 7dBi Dual Band Omni Ant., Gray, N conn.	\$410.36	\$253.91	26	\$6,601.66
Subtotal:				\$387,199.93

Routers for Voice and WAN

Description	List Price	Price	Qty	Ext. Price
C8300-1N1S-4T2X Cisco Catalyst C8300-1N1S-4T2X Router	\$15,052.50	\$9,407.81	2	\$18,815.62
CON-5SNT-C8304T2X 5Y SNTC 8X5XNBD Cisco Catalyst C8300	\$7,360.00	\$5,152.00	2	\$10,304.00
MEM-C8300-8GB Cisco Catalyst 8300 Edge 8GB memory	\$0.00	\$0.00	2	\$0.00
M2USB-16G Cisco Catalyst 8000 Edge M.2 USB 16GB	\$0.00	\$0.00	2	\$0.00
C8000-HSEC U.S. Export Restriction Compliance license for C8000 series	\$1.00	\$1.00	2	\$2.00
C-RFID-1R Cisco Catalyst 8000 Edge RFID - 1RU	\$0.00	\$0.00	2	\$0.00
C8300-RM-19-1R Cisco Catalyst 8300 Rack mount kit - 19" 1R	\$0.00	\$0.00	2	\$0.00
C8300-SM-BLANK Cisco Catalyst 8300 Edge SM Blank	\$0.00	\$0.00	2	\$0.00
C8300-PIM-BLANK Cisco Catalyst 8300 Edge PIM Blank	\$0.00	\$0.00	2	\$0.00

Routers for Voice and WAN

Description		List Price	Price	Qty	Ext. Price
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	2	\$0.00
SC8KBEUK9-173	UNIVERSAL	\$0.00	\$0.00	2	\$0.00
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	\$0.00	\$0.00	2	\$0.00
C-NIM-1X	Cisco NIM Module 1-port 10G SFP/SFP+ with MACSec	\$2,508.75	\$1,567.98	2	\$3,135.96
PWR-CC1-250WAC	Cisco C8300 1RU 250W AC Power supply	\$0.00	\$0.00	4	\$0.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$0.00	\$0.00	4	\$0.00
L-DNA-C8300	Cisco DNA Subscription for Catalyst 8300 Series - Initial Term - 60.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term Requested Start Date - 19-Dec-2020 Requested End Date - 18-Dec-2025	\$0.00	\$0.00	1	\$0.00
C83-1N1S-4T2X-PF	C8300-1N1S-4T2X Platform Selection for DNA Subscription	\$0.00	\$0.00	2	\$0.00
IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image	\$0.00	\$0.00	1	\$0.00
DNA-HSEC-ACK	Acknowledge to procure the HSEC license with the Hardware	\$0.00	\$0.00	1	\$0.00
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage	\$0.00	\$0.00	2	\$0.00
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	\$0.00	\$0.00	2	\$0.00
DNA-P-T0-A-5Y	Cisco DNA Advantage On-Prem Lic 5Y - upto 15M (Aggr, 30M)	\$7,000.20	\$4,375.50	2	\$8,751.00
SVS-PDNA-T0-A5Y	Solution Support for SW - DNA Advantage OnPrem Lic, T0, 5Y	\$1,050.00	\$656.25	2	\$1,312.50
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 15M (Aggr, 30M)	\$0.00	\$0.00	2	\$0.00
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 15M (Aggr, 30M)	\$0.00	\$0.00	2	\$0.00

Subtotal: **\$42,321.08**
VRF - Internet-Edge Switching

Description	List Price	Price	Qty	Ext. Price
N9K-C93360YC-FX2 Nexus 9300 w/ 96p 1/10/25G, 12p 100G, MACsec capable	\$35,122.50	\$18,439.31	4	\$73,757.24
CON-SNT-N9KC933F SNTC-8X5XNBD Nexus 9300 with 96p 10/25G SFP+, 6p 100G - (Duration: 60 Months)	\$8,225.00	\$5,757.50	4	\$23,030.00
MODE-NXOS Dummy PID for mode selection	\$0.00	\$0.00	4	\$0.00
NXOS-9.3.5 Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.5	\$0.00	\$0.00	4	\$0.00
NXK-MEM-8GB Additional memory of 8GB for Nexus Switches	\$625.18	\$328.22	4	\$1,312.88
N9K-C9300-ACK Nexus 9K Fixed Accessory Kit	\$0.00	\$0.00	4	\$0.00
N9K-C9300-RMK Nexus 9K Fixed Rack Mount Kit	\$0.00	\$0.00	4	\$0.00
CAB-C13-CBN Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	\$0.00	\$0.00	8	\$0.00
C1A1TN9300XF-5Y DCN Advantage Term N9300 XF, 5Y - Initial Term - 60.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term	\$23,761.20	\$12,474.62	4	\$49,898.48
SVS-B-N9K-ADV-XF EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K - Initial Term - 60.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term	\$0.00	\$0.00	4	\$0.00
QSFP-40/100-SRBD 100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF	\$2,001.98	\$1,051.04	16	\$16,816.64
NXA-FAN-160CFM-PE Nexus Fan, 160CFM, port side exhaust airflow,Spare	\$0.00	\$0.00	12	\$0.00
NXA-PAC-1200W-PE Nexus NEBs AC 1200W PSU - Port Side Exhaust	\$0.00	\$0.00	8	\$0.00

 Subtotal: **\$164,815.24**
Shipping

Description	Qty
Shipping Free Ground Shipping Included	1

Quote Summary

Description	Amount
Core Switching	\$193,684.80
Access Switching	\$1,291,219.22
Building Advantage Switching	\$147,748.78
Datacenter Switching	\$75,494.24
Wireless Access Points	\$387,199.93
Routers for Voice and WAN	\$42,321.08
VRF - Internet-Edge Switching	\$164,815.24
Total:	\$2,302,483.29

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

Boise State University

Signature: _____
Name: _____
Date: _____
PO Number: _____

**BOISE STATE UNIVERSITY
SPONSORED PROJECTS SUPPLEMENTAL TERMS AND CONDITIONS**

AS APPLICABLE, these Boise State University Sponsored Projects Supplemental Terms and Conditions (the "Supplemental Terms") are incorporated into the attached quotation, and incorporated by this reference into the corresponding contract between the parties referenced in the quotation (the "Agreement") as if fully set forth therein. To the extent any provisions of the Agreement conflict with any provisions of these Supplemental Terms, the provisions of these Supplemental Terms will apply. References to this Agreement include the foregoing Agreement and these Supplemental Terms.

1. Contractor must comply with the applicable terms and conditions in 2 CFR § 200.326 and Appendix II to 2 CFR Part 200 as amended from time to time;
2. Contractor shall take reasonable measures to safeguard personally identifiable student data, if contractor has access to such data, subject to the federal Family Educational Rights and Privacy Act (FERPA), the Idaho Student Data Accessibility, Transparency and Accountability Act of 2014 ("Idaho Student Data Act"), or other privacy laws.
3. Contractor shall be subject to, and must comply with the conditions set forth in 2 CFR § 175.15(b), subject to the following revisions of paragraphs a.2.ii.B and b.2.ii:
 - a. "a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."
 - b. "b.2.ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."
4. Contractor is prohibited from text messaging while driving a government owned vehicle, or while driving its own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.
5. If authorized by the University to subcontract, Contractor (or "subrecipient") shall flow down all of the following clauses that are applicable to Contractor's subcontractors at any tier.
6. All provisions of the Agreement that anticipate performance after the termination of the Agreement and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of the Agreement.
7. Each party signing below represents and warrants that such person has the authority to bind the party to the terms and conditions contained herein.

Contractor:

By: _____
Printed Name: _____
Title: _____
Date: _____

University:

By: _____
Mark J. Heil, CPA
Vice President and Chief Financial Officer
Date: _____

Bill To:

 Boise State University
 Accounts Payable
 1910 University Dr.
 Boise, ID 83725

Ship To:

 Boise State University
 BSU Central Receiving
 1311 Belmont St
 Boise, ID 83706

Quote Information:

 Quote #: KJ157336
 Version: 2
 Delivery Date: 02/23/2021
 Expiration Date: 03/22/2021

Prepared by:

 Kevin Jackson
 (208) 286-3040
 kjackson@compunet.biz

Prepared for:

 Robert Elsethagen
 (208) 426-5154
 robertelsethagen@boisestate.edu

Security and Licensing

Description	List Price	Price	Qty	Ext. Price
FPR2140-ASA-K9 Cisco Firepower 2140 ASA Appliance, 1U, 1 x NetMod Bay	\$65,222.48	\$28,534.84	2	\$57,069.68
CON-SNT-FPR2140K SNTC-8X5XNBD Cisco Firepower 2140 ASA Appliance, 1U,	\$26,000.00	\$18,200.00	2	\$36,400.00
CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$0.00	\$0.00	4	\$0.00
SF-F2KASA9.10.1-K9 Cisco ASA 9.10.1 Software for Firepower 2100 appliances	\$0.00	\$0.00	2	\$0.00
FPR2K-SSD200 Firepower 2000 Series SSD for FPR-2130/2140	\$0.00	\$0.00	2	\$0.00
FPR2K-SLIDE-RAILS Firepower 2000 Slide Rail Kit	\$0.00	\$0.00	2	\$0.00
FPR2100-ASA Cisco Firepower 2100 Standard ASA License	\$0.00	\$0.00	2	\$0.00
FPR2K-NM-BLANK Firepower 2000 Series Network Module Blank Slot Cover	\$0.00	\$0.00	2	\$0.00
FPR2K-FAN Firepower 2000 Series Fan Tray	\$0.00	\$0.00	2	\$0.00
FPR2K-PWR-AC-400 Firepower 2000 Series 400W AC Power Supply	\$0.00	\$0.00	4	\$0.00
FPR2K-SSD-BBLKD Firepower 2000 Series SSD Slot Carrier	\$0.00	\$0.00	2	\$0.00
L-ISE-PLS-LIC= Cisco ISE Plus License	\$0.00	\$0.00	7500	\$0.00
L-ISE-PLS-5Y-S6 Cisco ISE Plus License, 5Y, 5000 - 9999 Sessions	\$19.00	\$9.50	7500	\$71,250.00
L-ISE-APX-LIC= Cisco ISE Apex License	\$0.00	\$0.00	7500	\$0.00
L-ISE-APX-5Y-S6 Cisco ISE Apex License, 5Y, 5000 - 9999 Sessions	\$14.19	\$7.10	7500	\$53,250.00

Security and Licensing

Description		List Price	Price	Qty	Ext. Price
L-AC-PLS-LIC=	Cisco AnyConnect Plus Term License, Total Authorized Users	\$0.00	\$0.00	27500	\$0.00
L-AC-PLS-3Y-S9	Cisco AnyConnect Plus License, 3YR, 25K-49999 Users	\$1.50	\$0.66	27500	\$18,150.00
L-AC-APX-LIC=	Cisco AnyConnect Apex Term License, Total Authorized Users	\$0.00	\$0.00	7500	\$0.00
L-AC-APX-3Y-S7	Cisco AnyConnect Apex License, 3YR, 5K-9999 Users	\$4.50	\$1.96	7500	\$14,700.00
Subtotal:					\$250,819.68

R-ISE-VMM-K9=

Description		List Price	Price	Qty	Ext. Price
R-ISE-VMM-K9=	Cisco ISE Virtual Machine Medium	\$12,600.00	\$6,300.00	2	\$12,600.00
CON-ECMU-RVISEVM9	SWSS UPGRADES Cisco ISE Virtual Machine Medium	\$2,520.00	\$1,764.00	2	\$3,528.00
Subtotal:					\$16,128.00

Shipping

Description		Qty
Shipping	Free Ground Shipping Included	1

Quote Summary

Description	Amount
Security and Licensing	\$250,819.68
R-ISE-VMM-K9=	\$16,128.00
Total:	\$266,947.68

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

Boise State University

Signature: _____

Name: _____

Date: _____

PO Number: _____

**BOISE STATE UNIVERSITY
SPONSORED PROJECTS SUPPLEMENTAL TERMS AND CONDITIONS**

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1. Contractor must comply with the applicable terms and conditions in 2 CFR § 200.326 and Appendix II to 2 CFR Part 200 as amended from time to time;
2. Contractor shall take reasonable measures to safeguard personally identifiable student data, if contractor has access to such data, subject to the federal Family Educational Rights and Privacy Act (FERPA), the Idaho Student Data Accessibility, Transparency and Accountability Act of 2014 ("Idaho Student Data Act"), or other privacy laws.
3. Contractor shall be subject to, and must comply with the conditions set forth in 2 CFR § 175.15(b), subject to the following revisions of paragraphs a.2.ii.B and b.2.ii:
 - a. "a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."
 - b. "b.2.ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."
4. Contractor is prohibited from text messaging while driving a government owned vehicle, or while driving its own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.
5. If authorized by the University to subcontract, Contractor (or "subrecipient") shall flow down all of the following clauses that are applicable to Contractor's subcontractors at any tier.
6. All provisions of the Agreement that anticipate performance after the termination of the Agreement and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of the Agreement.
7. Each party signing below represents and warrants that such person has the authority to bind the party to the terms and conditions contained herein.

Contractor:

By: _____
Printed Name: _____
Title: _____
Date: _____

University:

By: _____
Mark J. Heil, CPA
Vice President and Chief Financial Officer
Date: _____

Bill To:

 Boise State University
Accounts Payable
1910 University Dr.
Boise, ID 83725

Ship To:

 Boise State University
BSU Central Receiving
1311 Belmont St
Boise, ID 83706

Quote Information:

 Quote #: KJ160683
Version: 4
Delivery Date: 02/24/2021
Expiration Date: 03/23/2021

Prepared by:

 Kevin Jackson
(208) 286-3040
kjackson@compunet.biz

Prepared for:

 Robert Elsethagen
(208) 426-5154
robertelsethagen@boisestate.edu

Core Switching

Description	List Price	Price	Qty	Ext. Price
C9500-32C-A Catalyst 9500 32-port 100G only, Advantage	\$32,513.40	\$20,320.88	4	\$81,283.52
CON-SNT-C95AC032 SNTC-8X5XNBD Catalyst 9500 32-port 100G only, Advanta	\$11,665.00	\$8,165.50	4	\$32,662.00
C9500-NW-A C9500 Network Stack, Advantage	\$0.00	\$0.00	4	\$0.00
C9K-PWR-1600WAC-R Catalyst 9500 1600W Power Supply	\$0.00	\$0.00	4	\$0.00
C9K-PWR-1600WACR/2 1600W AC Config 4 Power Supply front to back cooling	\$3,010.50	\$1,881.56	4	\$7,526.24
CAB-TA-NA North America AC Type A Power Cable	\$0.00	\$0.00	8	\$0.00
C9K-F1-SSD-BLANK Cisco pluggable SSD storage	\$0.00	\$0.00	4	\$0.00
C9K-T2-FANTRAY Catalyst 9500 Type 5 front to back cooling Fan	\$0.00	\$0.00	20	\$0.00
PI-LFAS-T Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	\$0.00	12	\$0.00
PI-LFAS-AP-T-5Y PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	\$0.00	12	\$0.00
NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	4	\$0.00
SC9500HUK9-1612 Cisco Catalyst 9500H XE.16.12 UNIVERSAL	\$0.00	\$0.00	4	\$0.00
C9500-DNA-32C-A C9500 DNA Advantage, Term License	\$0.00	\$0.00	4	\$0.00
C9500-DNA-A-5Y DNA Advantage 5 Year License	\$20,240.60	\$12,650.38	4	\$50,601.52
CVR-QSFP-SFP10G= QSFP to SFP10G adapter	\$400.23	\$225.12	96	\$21,611.52

Subtotal: **\$193,684.80**
Access Switching

Description	List Price	Price	Qty	Ext. Price
C9300L-48UXG-4X-E Catalyst 9300L 48p, 12mGig, Network Essentials ,4x10G Uplink	\$13,025.43	\$4,151.85	85	\$352,907.25
C9300L-NW-E-48 C9300L Network Essentials, 48-port license	\$0.00	\$0.00	85	\$0.00
PWR-C1-BLANK Config 1 Power Supply Blank	\$0.00	\$0.00	85	\$0.00
FAN-T2 Cisco Type 2 Fan Module	\$0.00	\$0.00	255	\$0.00
S9300LUK9-1612 Cisco Catalyst 9300L XE 16.12 UNIVERSAL	\$0.00	\$0.00	85	\$0.00
PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	85	\$0.00
C9300L-SPS-NONE No Secondary Power Supply Selected	\$0.00	\$0.00	85	\$0.00
CAB-TA-NA North America AC Type A Power Cable	\$0.00	\$0.00	85	\$0.00
C9300L-SSD-NONE No SSD Card Selected	\$0.00	\$0.00	85	\$0.00
C9300L-DNA-E-48 C9300L Cisco DNA Essentials, 48-port license	\$0.00	\$0.00	85	\$0.00
C9300L-DNA-E-48-5Y C9300L Cisco DNA Essentials, 48-port, 5 Year Term license	\$1,876.55	\$645.06	85	\$54,830.10
C9300L-STACK-KIT Cisco Catalyst 9300L Stacking Kit	\$1,455.08	\$500.19	85	\$42,516.15
C9300L-STACK Catalyst 9300L Stack Module	\$0.00	\$0.00	170	\$0.00
STACK-T3-3M 3M Type 3 Stacking Cable for C9300L	\$301.05	\$103.49	85	\$8,796.65
NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	85	\$0.00
C9300L-48UXG-4X-E Catalyst 9300L 48p, 12mGig, Network Essentials ,4x10G Uplink	\$13,025.43	\$4,151.85	153	\$635,233.05
C9300L-NW-E-48 C9300L Network Essentials, 48-port license	\$0.00	\$0.00	153	\$0.00
PWR-C1-BLANK Config 1 Power Supply Blank	\$0.00	\$0.00	153	\$0.00
FAN-T2 Cisco Type 2 Fan Module	\$0.00	\$0.00	459	\$0.00
S9300LUK9-1612 Cisco Catalyst 9300L XE 16.12 UNIVERSAL	\$0.00	\$0.00	153	\$0.00
PWR-C1-1100WAC-P 1100W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	153	\$0.00
C9300L-SPS-NONE No Secondary Power Supply Selected	\$0.00	\$0.00	153	\$0.00

Access Switching

Description		List Price	Price	Qty	Ext. Price
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	153	\$0.00
C9300L-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00	153	\$0.00
C9300L-DNA-E-48	C9300L Cisco DNA Essentials, 48-port license	\$0.00	\$0.00	153	\$0.00
C9300L-DNA-E-48-5Y	C9300L Cisco DNA Essentials, 48-port, 5 Year Term license	\$1,876.55	\$645.06	153	\$98,694.18
C9300L-STACK-KIT	Cisco Catalyst 9300L Stacking Kit	\$1,455.08	\$500.19	153	\$76,529.07
C9300L-STACK	Catalyst 9300L Stack Module	\$0.00	\$0.00	306	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	153	\$0.00
STACK-T3-1M	1M Type 3 Stacking Cable, spare for C9300L	\$200.70	\$68.99	153	\$10,555.47
PWR-C1-715WAC-P=	715W AC 80+ platinum Config 1 Power Supply Spare	\$1,254.38	\$783.99	10	\$7,839.90
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	10	\$0.00
C9300-NM-8X=	Catalyst 9300 8 x 10GE Network Module, spare	\$2,653.93	\$1,658.70	2	\$3,317.40
Subtotal:					\$1,291,219.22

Building Advantage Switching

Description		List Price	Price	Qty	Ext. Price
C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	\$5,939.28	\$2,821.16	23	\$64,886.68
C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	\$0.00	23	\$0.00
S9300UK9-1612	Cisco Catalyst 9300 XE 16.12 UNIVERSAL	\$0.00	\$0.00	23	\$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00	23	\$0.00
C9300-SPS-NONE	No Secondary Power Supply Selected	\$0.00	\$0.00	23	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00	23	\$0.00
C9300-SSD-NONE	No SSD Card Selected	\$0.00	\$0.00	23	\$0.00
STACK-T1-50CM	50CM Type 1 Stacking Cable	\$100.35	\$62.71	23	\$1,442.33
C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	\$0.00	23	\$0.00

Building Advantage Switching

Description		List Price	Price	Qty	Ext. Price
PWR-C1-BLANK	Config 1 Power Supply Blank	\$0.00	\$0.00	23	\$0.00
C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	\$0.00	23	\$0.00
C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	\$3,361.73	\$2,101.09	23	\$48,325.07
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	\$0.00	23	\$0.00
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	\$0.00	23	\$0.00
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$2,558.93	\$1,438.90	23	\$33,094.70
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	23	\$0.00
Subtotal:					\$147,748.78

Datacenter Switching

Description		List Price	Price	Qty	Ext. Price
N9K-C93240YC-FX2	Nexus 9300 with 48p 10/25G SFP+ and 12p 100G QSFP28	\$30,105.00	\$15,805.12	2	\$31,610.24
CON-SNT-N93YCFX2	SNTC-8X5XNBD Nexus 9300 with 48p 10/25G SFP+ and 12p (Duration: 60 Months)	\$7,050.00	\$4,935.00	2	\$9,870.00
MODE-NXOS	Dummy PID for mode selection	\$0.00	\$0.00	2	\$0.00
NXOS-9.3.5	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.5	\$0.00	\$0.00	2	\$0.00
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$0.00	\$0.00	2	\$0.00
NXK-MEM-8GB	Additional memory of 8GB for Nexus Switches	\$625.18	\$328.22	2	\$656.44
NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust	\$0.00	\$0.00	4	\$0.00
CAB-C13-CBN	Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	\$0.00	\$0.00	4	\$0.00
NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	\$0.00	\$0.00	10	\$0.00
QSFP-40/100-SRBD	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF	\$2,001.98	\$1,051.04	8	\$8,408.32

Datacenter Switching

Description	List Price	Price	Qty	Ext. Price
C1A1TN9300XF-5Y DCN Advantage Term N9300 XF, 5Y - Initial Term - 60.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term	\$23,761.20	\$12,474.62	2	\$24,949.24
SVS-B-N9K-ADV-XF EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K - Initial Term - 36.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term	\$0.00	\$0.00	2	\$0.00
Subtotal:				\$75,494.24

Wireless Access Points

Description	List Price	Price	Qty	Ext. Price
C9120AXI-B Cisco Catalyst 9120AX Series	\$1,700.93	\$701.64	340	\$238,557.60
SW9120AX-CAPWAP-K9 Capwap software for Catalyst 9120AX	\$0.00	\$0.00	340	\$0.00
AIR-AP-BRACKET-1 802.11 AP Low Profile Mounting Bracket (Default)	\$0.00	\$0.00	340	\$0.00
AIR-AP-T-RAIL-R Ceiling Grid Clip for APs & Cellular Gateways-Recessed	\$0.00	\$0.00	340	\$0.00
C9120AX-DNA-OPTOUT CISCO DNA SUBSCRIPTION OPTOUT for C9120AX	\$0.00	\$0.00	340	\$0.00
NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	340	\$0.00
C9120AXI-MULTI MULTI PACK OPTION(Quantity>10)	\$0.00	\$0.00	340	\$0.00
C9105AXW-B Cisco Catalyst 9105AX Series-Wallplate	\$597.08	\$291.08	172	\$50,065.76
NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	172	\$0.00
AIR-AP-BRACKET-W4 AP Low Profile Mounting Bracket	\$0.00	\$0.00	172	\$0.00
SW9105AX-CAPWAP-K9 Capwap software for Catalyst 9105AX	\$0.00	\$0.00	172	\$0.00
C9105AXW-DNA-OPTOT CISCO DNA SUBSCRIPTION OPTOUT for C9105AXW	\$0.00	\$0.00	172	\$0.00
C9120AXI-B Cisco Catalyst 9120AX Series	\$1,700.93	\$701.64	40	\$28,065.60

Wireless Access Points

Description	List Price	Price	Qty	Ext. Price
SW9120AX-CAPWAP-K9 Capwap software for Catalyst 9120AX	\$0.00	\$0.00	40	\$0.00
AIR-AP-BRACKET-1 802.11 AP Low Profile Mounting Bracket (Default)	\$0.00	\$0.00	40	\$0.00
AIR-AP-T-RAIL-R Ceiling Grid Clip for APs & Cellular Gateways-Recessed	\$0.00	\$0.00	40	\$0.00
NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	40	\$0.00
C9120AXI-MULTI MULTI PACK OPTION(Quantity>10)	\$0.00	\$0.00	40	\$0.00
CDNA-E-C9120 Wireless Cisco DNA On-Prem Essentials, 9120 Tracking	\$0.00	\$0.00	40	\$0.00
DNA-E-5Y-C9120 C9120AX Cisco DNA On-Prem Essential,5Y Term,Trk Lic	\$0.00	\$0.00	40	\$0.00
AIR-DNA-E Wireless Cisco DNA On-Prem Essential, Term Lic	\$0.00	\$0.00	40	\$0.00
AIR-DNA-E-5Y Wireless Cisco DNA On-Prem Essential, 5Y Term Lic	\$376.31	\$235.20	40	\$9,408.00
PI-LFAS-AP-T Prime AP Term Licenses	\$0.00	\$0.00	40	\$0.00
PI-LFAS-AP-T-5Y PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	\$0.00	40	\$0.00
AIR-DNA-E-T Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	\$0.00	\$0.00	40	\$0.00
AIR-DNA-E-T-5Y Wireless Cisco DNA On-Prem Essential, 5Y Term, Tracker Lic	\$0.00	\$0.00	40	\$0.00
AIR-DNA-NWSTACK-E AIR CISCO DNA Perpetual Network Stack	\$0.00	\$0.00	40	\$0.00
C9105AXW-B Cisco Catalyst 9105AX Series-Wallplate	\$597.08	\$291.08	34	\$9,896.72
NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	34	\$0.00
AIR-AP-BRACKET-W4 AP Low Profile Mounting Bracket	\$0.00	\$0.00	34	\$0.00
SW9105AX-CAPWAP-K9 Capwap software for Catalyst 9105AX	\$0.00	\$0.00	34	\$0.00

Wireless Access Points

Description		List Price	Price	Qty	Ext. Price
CDNA-E-C9105	Wireless Cisco DNA On-Prem Essentials, 9105 Tracking	\$0.00	\$0.00	34	\$0.00
DNA-E-5Y-C9105	C9105AX Cisco DNA On-Prem Essential,5Y Term,Trk Lic	\$0.00	\$0.00	34	\$0.00
AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	\$0.00	\$0.00	34	\$0.00
AIR-DNA-E-5Y	Wireless Cisco DNA On-Prem Essential, 5Y Term Lic	\$376.31	\$235.20	34	\$7,996.80
PI-LFAS-AP-T	Prime AP Term Licenses	\$0.00	\$0.00	34	\$0.00
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	\$0.00	34	\$0.00
AIR-DNA-E-T	Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	\$0.00	\$0.00	34	\$0.00
AIR-DNA-E-T-5Y	Wireless Cisco DNA On-Prem Essential, 5Y Term, Tracker Lic	\$0.00	\$0.00	34	\$0.00
AIR-DNA-NWSTACK-E	AIR CISCO DNA Perpetual Network Stack	\$0.00	\$0.00	34	\$0.00
C9120AXE-B	Cisco Catalyst 9120AX Series	\$1,801.28	\$743.02	20	\$14,860.40
SW9120AX-CAPWAP-K9	Capwap software for Catalyst 9120AX	\$0.00	\$0.00	20	\$0.00
AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	\$0.00	\$0.00	20	\$0.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	\$0.00	\$0.00	20	\$0.00
CDNA-E-C9120	Wireless Cisco DNA On-Prem Essentials, 9120 Tracking	\$0.00	\$0.00	20	\$0.00
DNA-E-5Y-C9120	C9120AX Cisco DNA On-Prem Essential,5Y Term,Trk Lic	\$0.00	\$0.00	20	\$0.00
AIR-DNA-E	Wireless Cisco DNA On-Prem Essential, Term Lic	\$0.00	\$0.00	20	\$0.00
AIR-DNA-E-5Y	Wireless Cisco DNA On-Prem Essential, 5Y Term Lic	\$376.31	\$235.20	20	\$4,704.00
PI-LFAS-AP-T	Prime AP Term Licenses	\$0.00	\$0.00	20	\$0.00
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	\$0.00	20	\$0.00

Wireless Access Points

Description	List Price	Price	Qty	Ext. Price
AIR-DNA-E-T Wireless Cisco DNA On-Prem Essential, Term, Tracker Lic	\$0.00	\$0.00	20	\$0.00
AIR-DNA-E-T-5Y Wireless Cisco DNA On-Prem Essential, 5Y Term, Tracker Lic	\$0.00	\$0.00	20	\$0.00
AIR-DNA-NWSTACK-E AIR CISCO DNA Perpetual Network Stack	\$0.00	\$0.00	20	\$0.00
NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	20	\$0.00
C9120AXE-MULTI MULTI PACK OPTION(Quantity>10)	\$0.00	\$0.00	20	\$0.00
AIR-AP1562E-B-K9 802.11ac W2 Low-Profile Outdoor AP, External Ant, B Reg Dom.	\$2,009.46	\$1,243.35	13	\$16,163.55
SWAP1560-LOCAL-K9 Cisco 1560 Series Unified Local Mode Software	\$0.00	\$0.00	13	\$0.00
AIR-ACC1530-PMK1 Standard Pole/Wall Mount Kit for AP1530/1560 Series	\$109.38	\$67.68	13	\$879.84
AIR-ANT2547VG-N 2.4 GHz 4dBi/5 GHz 7dBi Dual Band Omni Ant., Gray, N conn.	\$410.36	\$253.91	26	\$6,601.66
Subtotal:				\$387,199.93

Routers for Voice and WAN

Description	List Price	Price	Qty	Ext. Price
C8300-1N1S-4T2X Cisco Catalyst C8300-1N1S-4T2X Router	\$15,052.50	\$9,407.81	2	\$18,815.62
CON-5SNT-C8304T2X 5Y SNTC 8X5XNBD Cisco Catalyst C8300	\$7,360.00	\$5,152.00	2	\$10,304.00
MEM-C8300-8GB Cisco Catalyst 8300 Edge 8GB memory	\$0.00	\$0.00	2	\$0.00
M2USB-16G Cisco Catalyst 8000 Edge M.2 USB 16GB	\$0.00	\$0.00	2	\$0.00
C8000-HSEC U.S. Export Restriction Compliance license for C8000 series	\$1.00	\$1.00	2	\$2.00
C-RFID-1R Cisco Catalyst 8000 Edge RFID - 1RU	\$0.00	\$0.00	2	\$0.00
C8300-RM-19-1R Cisco Catalyst 8300 Rack mount kit - 19" 1R	\$0.00	\$0.00	2	\$0.00
C8300-SM-BLANK Cisco Catalyst 8300 Edge SM Blank	\$0.00	\$0.00	2	\$0.00
C8300-PIM-BLANK Cisco Catalyst 8300 Edge PIM Blank	\$0.00	\$0.00	2	\$0.00

Routers for Voice and WAN

Description		List Price	Price	Qty	Ext. Price
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00	2	\$0.00
SC8KBEUK9-173	UNIVERSAL	\$0.00	\$0.00	2	\$0.00
IOSXE-AUTO-MODE	IOS XE Autonomous boot up mode for Unified image	\$0.00	\$0.00	2	\$0.00
C-NIM-1X	Cisco NIM Module 1-port 10G SFP/SFP+ with MACSec	\$2,508.75	\$1,567.98	2	\$3,135.96
PWR-CC1-250WAC	Cisco C8300 1RU 250W AC Power supply	\$0.00	\$0.00	4	\$0.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$0.00	\$0.00	4	\$0.00
L-DNA-C8300	Cisco DNA Subscription for Catalyst 8300 Series - Initial Term - 60.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term Requested Start Date - 19-Dec-2020 Requested End Date - 18-Dec-2025	\$0.00	\$0.00	1	\$0.00
C83-1N1S-4T2X-PF	C8300-1N1S-4T2X Platform Selection for DNA Subscription	\$0.00	\$0.00	2	\$0.00
IOSXE-AUTO-MODE-PF	IOS XE Autonomous boot up mode for Unified image	\$0.00	\$0.00	1	\$0.00
DNA-HSEC-ACK	Acknowledge to procure the HSEC license with the Hardware	\$0.00	\$0.00	1	\$0.00
SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage	\$0.00	\$0.00	2	\$0.00
DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	\$0.00	\$0.00	2	\$0.00
DNA-P-T0-A-5Y	Cisco DNA Advantage On-Prem Lic 5Y - upto 15M (Aggr, 30M)	\$7,000.20	\$4,375.50	2	\$8,751.00
SVS-PDNA-T0-A5Y	Solution Support for SW - DNA Advantage OnPrem Lic, T0, 5Y	\$1,050.00	\$656.25	2	\$1,312.50
DSTACK-T0-A	Cisco DNA Advantage Stack - upto 15M (Aggr, 30M)	\$0.00	\$0.00	2	\$0.00
NWSTACK-T0-A	Cisco Network Advantage Stack - upto 15M (Aggr, 30M)	\$0.00	\$0.00	2	\$0.00

Subtotal: **\$42,321.08**
VRF - Internet-Edge Switching

Description	List Price	Price	Qty	Ext. Price
N9K-C93360YC-FX2 Nexus 9300 w/ 96p 1/10/25G, 12p 100G, MACsec capable	\$35,122.50	\$18,439.31	4	\$73,757.24
CON-SNT-N9KC933F SNTC-8X5XNBD Nexus 9300 with 96p 10/25G SFP+, 6p 100G - (Duration: 60 Months)	\$8,225.00	\$5,757.50	4	\$23,030.00
MODE-NXOS Dummy PID for mode selection	\$0.00	\$0.00	4	\$0.00
NXOS-9.3.5 Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.5	\$0.00	\$0.00	4	\$0.00
NXK-MEM-8GB Additional memory of 8GB for Nexus Switches	\$625.18	\$328.22	4	\$1,312.88
N9K-C9300-ACK Nexus 9K Fixed Accessory Kit	\$0.00	\$0.00	4	\$0.00
N9K-C9300-RMK Nexus 9K Fixed Rack Mount Kit	\$0.00	\$0.00	4	\$0.00
CAB-C13-CBN Cabinet Jumper Power Cord, 250 VAC 10A, C14-C13 Connectors	\$0.00	\$0.00	8	\$0.00
C1A1TN9300XF-5Y DCN Advantage Term N9300 XF, 5Y - Initial Term - 60.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term	\$23,761.20	\$12,474.62	4	\$49,898.48
SVS-B-N9K-ADV-XF EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K - Initial Term - 60.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term	\$0.00	\$0.00	4	\$0.00
QSFP-40/100-SRBD 100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF	\$2,001.98	\$1,051.04	16	\$16,816.64
NXA-FAN-160CFM-PE Nexus Fan, 160CFM, port side exhaust airflow,Spare	\$0.00	\$0.00	12	\$0.00
NXA-PAC-1200W-PE Nexus NEBs AC 1200W PSU - Port Side Exhaust	\$0.00	\$0.00	8	\$0.00

 Subtotal: **\$164,815.24**
Shipping

Description	Qty
Shipping Free Ground Shipping Included	1

Quote Summary

Description	Amount
Core Switching	\$193,684.80
Access Switching	\$1,291,219.22
Building Advantage Switching	\$147,748.78
Datacenter Switching	\$75,494.24
Wireless Access Points	\$387,199.93
Routers for Voice and WAN	\$42,321.08
VRF - Internet-Edge Switching	\$164,815.24
Total:	\$2,302,483.29

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Manager.

Boise State University

Signature: _____
Name: _____
Date: _____
PO Number: _____

**BOISE STATE UNIVERSITY
SPONSORED PROJECTS SUPPLEMENTAL TERMS AND CONDITIONS**

AS APPLICABLE, these Boise State University Sponsored Projects Supplemental Terms and Conditions (the "Supplemental Terms") are incorporated into the attached quotation, and incorporated by this reference into the corresponding contract between the parties referenced in the quotation (the "Agreement") as if fully set forth therein. To the extent any provisions of the Agreement conflict with any provisions of these Supplemental Terms, the provisions of these Supplemental Terms will apply. References to this Agreement include the foregoing Agreement and these Supplemental Terms.

1. Contractor must comply with the applicable terms and conditions in 2 CFR § 200.326 and Appendix II to 2 CFR Part 200 as amended from time to time;
2. Contractor shall take reasonable measures to safeguard personally identifiable student data, if contractor has access to such data, subject to the federal Family Educational Rights and Privacy Act (FERPA), the Idaho Student Data Accessibility, Transparency and Accountability Act of 2014 ("Idaho Student Data Act"), or other privacy laws.
3. Contractor shall be subject to, and must comply with the conditions set forth in 2 CFR § 175.15(b), subject to the following revisions of paragraphs a.2.ii.B and b.2.ii:
 - a. "a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."
 - b. "b.2.ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."
4. Contractor is prohibited from text messaging while driving a government owned vehicle, or while driving its own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.
5. If authorized by the University to subcontract, Contractor (or "subrecipient") shall flow down all of the following clauses that are applicable to Contractor's subcontractors at any tier.
6. All provisions of the Agreement that anticipate performance after the termination of the Agreement and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of the Agreement.
7. Each party signing below represents and warrants that such person has the authority to bind the party to the terms and conditions contained herein.

Contractor:

By: _____
Printed Name: _____
Title: _____
Date: _____

University:

By: _____
Mark J. Heil, CPA
Vice President and Chief Financial Officer
Date: _____