



**STATE BOARD OF EDUCATION MEETING
SPECIAL BOARD MEETING
January 6, 2022
Idaho State Board of Education
OSBE Conference Room
650 West State Street, Suite 307
Boise, ID 83720**

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Thursday, January 6, 2022, 2:00 p.m. (Mountain Time)

BUSINESS AFFAIRS AND HUMAN RESOURCES

1. University of Idaho – Multi-Year Employment Agreement – Head Football Coach – Action Item
2. Lewis-Clark State College – Surrender of Radio Station License and Frequency – Action Item

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

1. Community College Trustee Zone Boundaries – Action Item
2. ARP ESSER Fund - SEA 10% Set Aside Funding – Action Item

If auxiliary aids or services are needed for individuals with disabilities, please contact the Board office at 208-334-2270.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
JANUARY 6, 2022**

TAB	DESCRIPTION	ACTION
1	UNIVERSITY OF IDAHO – HEAD FOOTBALL COACH CONTRACT	Action Item
2	LEWIS-CLARK STATE COLLEGE – RADIO STATION LICENSE AND FREQUENCY DISPOSAL	Action Item

BUSINESS AFFAIRS AND HUMAN RESOURCES
JANUARY 6, 2022

UNIVERSITY OF IDAHO

SUBJECT

Employment Agreement for Head Football Coach

REFERENCE

June 2016	The Board approved the contract of Head Football Coach Paul Petrino.
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October 2017	The Board approved an extension and modification to the contract of Head Football Coach Paul Petrino.
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APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The University of Idaho seeks approval from the Board of Regents for a five year contract for a new Head Football Coach. The University held a nationwide search using the search firm Collegiate Sports Solutions, and the University ultimately selected Jason Eck as the final selection. Coach Eck is a 22-year veteran of collegiate coaching, and is currently the offensive coordinator at South Dakota State University. Coach Eck was the 2019 recipient of the Football Championship Subdivision Assistant Coach of the Year Award by the American Football Coaches Association. He helped build SDSU into a national FCS power, which includes a national championship appearance in Spring 2021, and another deep playoff run this fall. Coach Eck has coached at the collegiate level since 1999, including a stint as offensive line coach at Idaho from 2004-2006. He spent an additional year in the Big Sky Conference as run game coordinator and offensive line coach at Montana State in 2015. A 1999 graduate of the University of Wisconsin, Coach Eck played on the Badgers' 1998 Big Ten championship team which went on to win the Rose Bowl.

Pending the scheduling of a Board meeting to consider the five-year proposed contract with Coach Eck, and given the University's need to have Coach Eck start prior to the end of the year, the University and Coach Eck entered into a short term contract which allowed him to start as coach on December 20, 2021, paying him the base salary with no supplemental compensation. The short term contract expires January 31, 2022, and, should the Board approve the proposed five year contract, will be superseded by the full five-year contract.

IMPACT

The proposed contract is for an approximate five-year term, terminating on January 31, 2027. Compensation under the contract will consist of an annual base salary of \$175,000 with the ability to participate in University-wide changes in employee compensation. The contract also provides for an annual \$125,000 media payment;

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a courtesy car or automobile allowance; and supplemental compensation in the form of incentive payments for academic achievements and athletic achievements. The contract contains a liquidated damages clause in the event either party seeks to terminate the contract early for convenience.

A calculation of total potential annual compensation is contained in Attachment 3. Attachment 4 contains a summary of known compensation for the head football coaches at the other Big Sky Conference schools. Attachment 5 summarizes the liquidated damages terms of the contract and contains summaries of clauses for other Big Sky Conference head football coaches, to the extent available. Attachment 6 includes the 4-year history of the University's Academic Progress Rate (APR) raw scores and national average APR scores for football.

ATTACHMENTS

Attachment 1 – Proposed Contract

Attachment 2 – Redline comparison to Board template

Attachment 3 – Summary of supplemental compensation and of total potential annual compensation

Attachment 4 – Summary of known compensation for Big Sky Conference head football coaches

Attachment 5 – Summary of liquidated damages terms and summary of similar terms for other Big Sky Conference head football coaches

Attachment 6 – Summary of the University of Idaho's 4-year history of Academic Progress Rate (APR) raw scores and national average scores for football

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board Policy II.H.1 states, "The chief executive officer of an institution is authorized to enter into a contract for the services of a coach or athletic director with that institution for a term of up to three (3) years. A contract with a term (whether fixed or rolling) of more than three (3) years, or with a total annual compensation amount of \$350,000 or higher, is subject to approval by the Board as to the terms, conditions, and compensation there under, and subject further to the condition that the contract of employment carries terms and conditions of future obligations of the coach or athletic director to the institution for the performance of such contracts. Contracts shall define the entire employment relationship between the Board and a coach or athletic director and may incorporate by reference applicable Board and institutional policies and rules, and applicable law."

The term of the proposed agreement is for five (5) years terminating on January 31, 2027, and thus requires Board approval. A compensation summary is included in Attachment 3, and includes a base \$175,000 salary and "such salary increases as may be determined appropriate by the Athletics Director and Chief Executive Office and approved by the Board". The total possible maximum annual compensation in Year 1 is \$378,500. A summary of benchmark compensation is listed in Attachment 4.

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A summary of all liquidated damage provisions can be found in Attachment 5. One particularly notable provision is "If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, an amount equal the total salary to be paid under Section 3.1.1(a) (before deductions required by law) for the remaining term of the contract. 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 [of] eight (8) percent per annum until paid."

Staff recommends approval.

BOARD ACTION

I move to approve the multi-year contract with Jason Eck for the position of University of Idaho Head Football Coach in substantial conformance to the proposed contract submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between The University of Idaho (University), and Jason Eck (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 men's football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Athletics Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of approximately (5) Five years, commencing on or about December 22, 2021 and terminating, without further notice to Coach, on January 31, 2027 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval in accordance with the policies of the Board of Regents of the University of Idaho (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 of \$175,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Athletics Director and Chief Executive Officer and approved by the Board;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements, provided, however, in accordance with Board Policy II.H.6.b.ii, University 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 Athletics Director; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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 The University shall provide Coach with a courtesy car. Coach shall be responsible for acquiring, maintaining, registering and insuring the automobile. If a courtesy car is unavailable, an annual automobile allowance of Six Thousand Five hundred dollars (\$6,500) per year payable in biweekly installments in accordance with normal University procedures.

3.2.2 Coach shall receive the sum of \$125,000 from the University or the University's designated media outlet(s) or a combination thereof each year (January 1 to

December 31) during the term of this Agreement in compensation for participation in media programs and public appearances payable in monthly installments. Coach shall receive a pro rated portion for any partial years. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25, as well as compliance with the requirements of paragraph 4.8 (Media Obligations) below.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation 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 President in consultation with the Athletics Director. If the Teams' annual Academic Progress Rate (APR) is equal to or greater than 960 and if Coach continues to be employed as the University's Head Men's Football Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA, Coach shall receive supplemental compensation of \$10,000. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach is named Conference Coach of the Year the University shall pay to Coach supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 Each year Coach is named National Coach of the Year the University shall pay to Coach supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Team GPA. Coach shall receive supplemental compensation in an amount equal to \$10,000 if the Team's fall and spring cumulative GPA is 2.75 or higher. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the final, cumulative GPA being calculated by the University.

3.2.7 Each year the Team is the conference champion or co-champion and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000 during the fiscal year in which the Team is conference champion or co-champion. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 Each year the Team is invited to the NCAA FCS Playoffs, and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000, during the fiscal year in which the NCAA FCS Playoff appearance occurs. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.9 FBS Wins. For each season, Coach shall receive supplemental compensation in an amount equal to \$5,000 for each win against an FBS opponent, and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st.

3.2.10 Post Season. For each appearance in the FCS playoffs, coach shall receive supplemental compensation based on the following schedule, all bonuses are stackable, and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

First Round	Win or Bye	\$2,000
Second Round	Win	\$3,000
Quarterfinals	Win	\$5,000
Semifinals	Win	\$7,000
FCS Championship	Win	\$10,000

3.2.11 Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth football 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's youth football camps, the University shall pay Coach the remaining income from the youth football camps less \$500, after all claims, insurance, and expenses of such camps have been paid.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth football camps for a particular period of time during the term of this Agreement, then during such time period, Coach shall be permitted to operate youth football camps on the University's campus and using its facilities under the following terms and conditions:

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;

- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Athletics Director;
- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Chartwells for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities; such rate to be set at the rate charges as if the camp were conducted by the University of Idaho.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Athletics 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 Athletics Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The 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, the Coach or the private enterprise shall defend and indemnify the University of Idaho 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 the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho 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. The 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 of Idaho shall not be under any obligation to permit a summer youth camp to be held by the Coach after the effective date of such termination, suspension, or reassignment, and the University of Idaho shall be released from all obligations relating thereto.

3.3 Footwear, Apparel and/or 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. Coach recognizes that the University is negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as Head Men's Football Coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 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, 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 Athletics 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 cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's Faculty-Staff Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Men's football conference of which the University is a member.

4.1.5. Fully cooperate in the NCAA infractions process, including the investigation and adjudication of a case. Full cooperation includes, but is not limited to:

- a) Affirmatively reporting instances of noncompliance to the University and NCAA in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof;
- b) Timely participation in interviews and providing complete and truthful responses;
- c) Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;
- d) Disclosing and providing access to all electronic devices used in any way for business purposes;

- e) Providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and
- f) Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

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 otherwise detract from those duties in any manner, or that, in the opinion of the University, 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 Athletics Director, who may consult with the Chief Executive Officer, enter into separate arrangements for outside activities and endorsements that are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Athletics Director and the Chief Executive Officer.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's Chief Executive Officer 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 University'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 work day preceding June 30th. The report shall be in a format reasonably satisfactory to University. 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 Athletics 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 Athletics Director and shall, when necessary or appropriate, be subject to the approval of Chief Executive Officer and the Board.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Athletics Director or the Athletics Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Athletics Director or the Athletics Director's designee.

4.6 Other 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 the prior approval of the Athletics Director. Such approval shall not unreasonably be withheld.

4.7 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, 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 sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

4.8 Media Obligations. Coach must fully participate in media programs and public appearances (Programs) 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. Coach agrees to cooperate with the University 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 understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Athletics 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 Athletics 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.

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

- 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;

- b) The failure of Coach to remedy any violation of any of the 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. For purposes of this agreement, a level one or level two violation of NCAA rules as determined by the University and/or the NCAA constitutes a major violation of NCAA rules;
- 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 would, in the University's judgment, reflect 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;
- g) The failure of Coach to fully cooperate, as defined in article 4.1.5 of this agreement, 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 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 if Coach knew or should have known of the violation and could have prevented it by ordinary supervision; or
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.

5.1.2 Suspension (other than administrative leave with pay and benefits), 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 Athletics Director or the Athletics 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, University shall notify Coach 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 Coach, 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.

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, 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 University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced to an amount such that the gross compensation paid Coach as a result of such other employment when added to the gross amount paid Coach by the University under this section 5.2.2 does not exceed the gross salary set forth in Section 3.1.1(a) (before deductions required by law). In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University 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 ten business days of obtaining other employment, and to advise 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 University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

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, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by 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 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 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. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, an amount equal the total salary to be paid under Section 3.1.1(a) (before deductions required by law) for the remaining term of the contract. 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.

5.3.4 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 University shall constitute adequate and reasonable compensation to 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, 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, 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 he 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 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, 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 (Faculty-Staff) Handbook.

ARTICLE 6

6.1 Board Approval This Agreement shall not be effective unless approved by the Board 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 Chief Executive Officer, and the Athletics 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's rules regarding financial exigency.

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels 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 Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach'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, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Athletics Director.

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 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.

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.

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: Director of Athletics
University of Idaho
875 Perimeter Drive, MS 2302
Moscow, Idaho 83844-2302

with a copy to: Office of the President
University of Idaho
875 Perimeter Drive, MS 3151
Moscow, Idaho 83844-3151

Coach: Jason Eck
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. 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 if required under Board Policy II.H.

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

Signature: _____
 Printed Name: C. Scott Green
 Chief Executive Officer
 Date: _____

Signature: _____
 Printed Name: Jason Eck
 Date: _____

~~(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
~~_____ (The University (College) of Idaho (University)), and~~
~~_____ Jason Eck (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 ~~(Sport)men's football team (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 (College)'s Athletic~~ University's Director ~~(of Athletics (Athletics Director) or the Athletics Director's designee. Coach shall abide by the reasonable instructions of Athletics Director or the Director's Athletics Director's designee and shall confer with the Athletics Director or the Athletics Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University (College)'s University's Chief Executive Officer (Chief Executive Officer).~~

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the ~~University (College)'s University's~~ athletic program as the Athletics 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, 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 ~~Sections 3.2.1 through (depending on supplemental pay provisions used) Section 3.2~~ shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~(_____ approximately (5) Five~~ years, commencing on _____ or about December 22, 2021 and terminating, without further notice to Coach, on _____ January 31, 2027 unless sooner terminated in accordance with other provisions of this Agreement.

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

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writing and signed by the parties. Any renewal is subject to the prior approval in accordance with the policies of the ~~Idaho State~~ Board of ~~Education Regents of the University of Idaho~~ (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 of \$ 175,000 per year, payable in biweekly installments in accordance with normal ~~University (College)~~ procedures, and such salary increases as may be determined appropriate by the Athletics Director and Chief Executive Officer and approved by the Board;
- b) The opportunity to receive such employee benefits as the ~~University (College)~~ provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements ~~—(except that, provided, however,~~ 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 Athletics Director~~);~~ and
- c) The opportunity to receive such employee benefits as the ~~University (College)'s~~ University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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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.

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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)The University shall provide Coach with a courtesy car. Coach shall be responsible for acquiring, maintaining, registering and insuring the automobile. If a courtesy car is unavailable, an annual automobile allowance of Six Thousand Five hundred dollars (\$6,500) per year payable in biweekly installments in accordance with normal University procedures.

3.2.2 Coach shall receive the sum of \$125,000 from the University or the University's designated media outlet(s) or a combination thereof each year (January 1 to December 31) during the term of this Agreement in compensation for participation in media programs and public appearances payable in monthly installments. Coach shall receive a pro rated portion for any partial years. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25, as well as compliance with the requirements of paragraph 4.8 (Media Obligations) below.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation 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 President in consultation with the Athletics Director. If the Teams' annual Academic Progress Rate (APR) is equal to or greater than 960 and if Coach continues to be employed as the University's Head Men's Football Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA, Coach shall receive supplemental compensation of \$10,000. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach is named Conference Coach of the Year the University shall pay to Coach supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.1-3.2.5 Each year Coach is named National Coach of the Year the University shall pay to Coach supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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~~3.2.2 Each year the~~

~~3.2.6 Team is ranked in the top 25 in the (national rankings of sport's division), and if GPA. Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach receive supplemental compensation in an amount equal to (amount) \$10,000 if the Team's fall and spring cumulative GPA is 2.75, or computation) of Coach's Annual Salary in effect on the date of the final poll higher. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the final, cumulative GPA being calculated by the University.~~

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~~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).~~

~~3.2.7 3.2.6 (SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~ Coach Each year the Team is the conference champion or co-champion and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000 during the fiscal year in which the Team is conference champion or co-champion. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 Each year the Team is invited to the NCAA FCS Playoffs, and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000, during the fiscal year in which the NCAA FCS Playoff appearance occurs. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.9 FBS Wins. For each season, Coach shall receive supplemental compensation in an amount equal to \$5,000 for each win against an FBS opponent, and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st.

3.2.10 Post Season. For each appearance in the FCS playoffs, coach shall receive supplemental compensation based on the following schedule, all bonuses are stackable, and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

First Round	Win or Bye	\$2,000
Second Round	Win	\$3,000
Quarterfinals	Win	\$5,000
Semifinals	Win	\$7,000
FCS Championship	Win	\$10,000

3.2.11 Coach agrees that the University (College) has the exclusive right to operate youth (Sport)football 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)'sUniversity'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)University's youth football 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)University's youth football camps, the University (College) shall pay Coach (amount) per year as supplemental compensation during each yearthe remaining income from the youth football camps less \$500, after all claims, insurance, and expenses of employment as head (Sport) coach at the University (College). This amount shall besuch camps have been paid (terms of payment).

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

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth football camps for a particular period of time during the term of this Agreement, then during such time period, Coach shall be permitted to operate youth football camps on the University's campus and using its facilities under the following terms and conditions:

- a) The summer youth camp operation reflects positively on the University ~~(College) of Idaho~~ and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University ~~(College) of Idaho~~ personnel, equipment, or facilities without the prior written approval of the Athletics Director;
- c) Assistant coaches at the University ~~(College) of Idaho~~ are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA ~~(NAIA)~~, Conference, and University ~~(College) of Idaho~~ rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University ~~(College) of Idaho~~ and ~~(campus concessionaire)~~ Chartwells for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University ~~(College) of Idaho~~ facilities ~~including the _____~~; such rate to be set at the rate charges as if the camp were conducted by the University of Idaho.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Athletics 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 Athletics Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as Exhibit A ~~an exhibit~~.

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h) The 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, the Coach or the private enterprise shall defend and indemnify the State of Idaho, the University (College) and the Board of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).

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j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University (College) of Idaho while engaged in camp activities. The Coach and all other University (College) of Idaho 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. The 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.

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

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3.2.7-3 Footwear, Apparel and/or Equipment. 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) Nike to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s University's reasonable request, Coach will consult with appropriate parties concerning an (Company Name) a Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), Nike, or give a lecture at an event sponsored in whole or in part by (Company Name), Nike, 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 his duties and obligations as head (Sport) coach. Head Men's Football Coach. In order to avoid entering into an agreement with a competitor of (Company Name), Nike, 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

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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), Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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3.34 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.

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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:

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 ~~well-being~~ wellbeing;

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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 Athletics 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 (College)'s University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University (College) and 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) Board policies; (b) University (College)'s (University's Faculty-Staff) Handbook; (c) University (College)'s University's Administrative Procedures Manual; (d) the policies of

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the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport)Men's football~~ conference of which the ~~University (College)~~ is a member.

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4.1.5. Fully cooperate in the NCAA infractions process, including the investigation and adjudication of a case. Full cooperation includes, but is not limited to:

- a) Affirmatively reporting instances of noncompliance to the University and NCAA in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof;
- b) Timely participation in interviews and providing complete and truthful responses;
- c) Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;
- d) Disclosing and providing access to all electronic devices used in any way for business purposes;
- e) Providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and
- f) Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

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 otherwise detract from those duties in any manner, or that, in the opinion of the ~~University (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 Athletics Director, who may consult with the Chief Executive Officer, enter into separate arrangements for outside activities and endorsements ~~which that~~ are consistent with Coach's obligations under this Agreement. Coach may not use the ~~University (College)'s~~University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Athletics Director and the Chief Executive Officer.

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4.3 NCAA ~~(or NAIA)~~ Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)'s~~ University'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

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benefits to the University (College)s University'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 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 Athletics 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 Athletics Director and shall, when necessary or appropriate, be subject to the approval of Chief Executive Officer and the Board.

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Athletics Director or the Athletics Director's designee with respect to the scheduling of Team competitions, but the final decision shall be made by the Athletics Director or the Athletics 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 the prior approval of the Athletics Director. Such approval shall not unreasonably be withheld.

4.7 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, 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 sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

4.8 Media Obligations. Coach must fully participate in media programs and public appearances (Programs) 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. 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

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understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Athletics 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 Athletics 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 University's designated media outlets.

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 good or adequate cause, as those terms are defined in applicable rules and regulations.

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 good or adequate cause for suspension, reassignment, or termination of this Agreement:

- 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;
- b) The failure of Coach to remedy any violation of any of the 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 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. For purposes of this agreement, a level one or level two violation of NCAA rules as determined by the University and/or the NCAA constitutes a major violation of NCAA rules;
- d) Ten (10) working days' absence of Coach from duty without the University (College)'s University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University (College)'s University's judgment, reflect adversely on the University (College) or its athletic programs;

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- f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully ~~and promptly~~ cooperate, as defined in article 4.1.5 of this agreement, 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)~~; 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 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 if Coach knew or should have known of the violation and could have prevented it by ordinary supervision; ~~or~~
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.

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5.1.2 Suspension; (other than administrative leave with pay and benefits), 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 Athletics Director or the Athletics 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, 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 good or adequate cause, the University ~~(College)~~'s 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, 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.

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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)~~.

5.2.1 At any time after commencement of this Agreement, 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 University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~ shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced by the to an amount of such that the gross compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each when added to the gross amount paid Coach by the University pay period by reducing under this section 5.2.2 does not exceed 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 ten business days of obtaining other employment, and to advise 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 University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University ~~(College)~~ after the date other employment is obtained.

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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

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Coach because of such termination by 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.

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.

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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)~~.

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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. If Coach terminates this Agreement for convenience, Coach shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, an amount equal the following sum: _____total salary to be paid under Section 3.1.1(a) (before deductions required by law) for the remaining term of the contract. 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.

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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 University ~~(College)~~ shall constitute adequate and reasonable compensation to 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.

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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 (College)'s disability insurance carrier, becomes unable to perform the essential functions of the position of head coach, 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.

5.4.3 If this Agreement is terminated because 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 head coach, 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).

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University (College)'s student-athletes or otherwise obstruct the 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, 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 (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 (College) (Faculty-Staff) Handbook.

ARTICLE 6

6.1 Board Approval This Agreement shall not be effective unless approved by the Board 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

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~~Board, the~~ Chief Executive Officer, and the Athletics 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 University's rules regarding financial exigency.

6.2 University (College) Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels 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 (College) or developed by Coach on behalf of the University (College) or at the University (College)'s University's direction or for the University (College)'s University's use or otherwise in connection with 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, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Athletics 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.

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 ~~(College)~~:
 _____ Director of Athletics
 _____ University of Idaho
 _____ 875 Perimeter Drive, MS 2302
 _____ Moscow, Idaho 83844-2302

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with a copy to: ~~Chief Executive Officer~~ Office of the President
 _____ University of Idaho
 _____ 875 Perimeter Drive, MS 3151
 _____ Moscow, Idaho 83844-3151

Coach: _____ Jason Eck
 _____ Last known address on file with
 _____ University (College)'s University's Human Resource Services

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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 ~~(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 II.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.

University (College)

Coach

Signature: _____

Signature: _____

Printed Name: _____: C.

Printed Name: _____:

Scott Green

Jason Eck

Chief Executive Officer

Date: _____:

Date: _____ Date:

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

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

Attachment 3

Summary of Supplemental Compensation and Total Potential Compensation

Annual Base Salary		\$175,000
Supplemental Compensation:		
Annual Media Payment (Paragraph 3.2.2)	\$125,000	
Automobile Allowance (if courtesy car is not available) (Paragraph 3.2.1)	\$6,500	
Total of Media Payment and Automobile Allowance		\$131,500
Academic Incentive Payments:		
GPA – if team’s fall and spring cumulative GPA is 2.75 or higher (Paragraph 3.2.6)	\$10,000	
APR – If Team’s annual Academic Progress Rate is 960 or higher (Paragraph 3.2.3)	\$10,000	
Total Possible Academic Achievement Incentive Payments		\$20,000
Athletic Achievement Incentive Pay:		
Conference Coach of the Year (Paragraph 3.2.4)	\$5,000	
National Coach of the Year (Paragraph 3.2.5)	\$5,000	
Conference Champion or Co-Conference Champion (Paragraph 3.2.7)	\$5,000	
FCS Playoff Appearance (Paragraph 3.2.8)	\$5,000	
For Each Win against an FBS opponent (assuming 1 FBS win, if there are multiple FBS wins per year, this could be higher) (Paragraph 3.2.9)	\$5,000	
First Round FCS Playoff Win or Bye (Paragraph 3.2.10)	\$2,000	
Second Round FCS Playoff Win (Paragraph 3.2.10)	\$3,000	
Quarterfinals FCS Playoff Win (Paragraph 3.2.10)	\$5,000	
Semifinals FCS Playoff Win (Paragraph 3.2.10)	\$7,000	
FCS Championship Win (Paragraph 3.2.10)	\$10,000	
Total Possible Athletic Achievement Incentive Pay		\$52,000
Total Possible Annual Compensation		\$378,500

Note: Paragraph 3.2.11 provides that the University has the exclusive right to operate youth football camps and if the University does so, the University must allow the coach to earn supplemental compensation by assisting with the camp. The contract provides that the compensation paid to the coach in this case is the income from the camp less expenses and \$500. It is impossible to determine the potential compensation available under this paragraph if the University chooses to operate the camp.

Attachment 4

Summary of Known Compensation for Big Sky Conference Head Football Coaches

School	Base Salary	Possible Supplemental Compensation*	Total
Cal Poly	\$350,004	\$460,000	\$810,004
Eastern Washington	\$232,357	\$58,000	\$290,357
Idaho State	\$205,000	\$90,500	\$295,500
Montana	\$205,000	\$330,000	\$535,000
Montana State	\$210,437	\$367,500	\$577,937
Northern Arizona	\$230,000	\$91,000	\$321,000
Northern Colorado	\$190,000	\$87,500	\$277,500
Portland State	\$195,000	\$15,000	\$210,000
Sacramento State	\$242,000	\$389,600	\$631,600
Southern Utah	\$185,000	(Unknown)	\$185,000
UC Davis	\$272,500	\$30,400)	\$302,900
Weber State	\$191,475	\$187,500	\$378,975

*Supplemental compensation are estimates based on available information. Many contracts called for separate media payments, with amounts not included in the main coach contract and are of unknown amounts.

Attachment 5 Liquidated Damages

The University used a new method for calculating liquidated damages for its contract for the University's Director of Athletics in 2019, and has chosen to use a similar, though not exact, formula for the Head Football Coach contract. The University's approach is to base the liquidated damages on the Regular Compensation amount of the contract (Section 3.1.1 a)). If the University terminates the contract for convenience, the University will pay the coach the base salary due until the end of the term of the contract, less deductions required by law and less the gross compensation paid to the coach by other employment obtained by the coach. If the coach terminates the contract for convenience, the coach is required to pay the University an amount equal to the total salary to be paid under section 3.1.1(a) (before deductions) for the remaining term of the contract, due within 20 days of the effective date of termination of the contract.

The following summarizes the available liquidated damages provisions for the other head football coaches in the Big Sky Conference:

School	Liquidated Damages Provision
Cal Poly	Unknown, none apparent from contract
Eastern Washington	Termination for convenience by university: 12 months current salary Termination by coach: set amount between \$50,000 - \$100,000 depending on year of contract
Idaho State	Termination by university: continue to pay base salary for remainder of the contract term. Termination by coach: Either \$75,000 or \$25,000, depending on the date of the termination.
Montana	Termination by university: base salary for amount remaining on term of contract Termination by coach: base salary for amount remaining on term of contract
Montana State	Termination by university: \$250,000 or, if remaining contract term is less than 12 months, amount equal to base salary for the remainder of the term Termination by coach: \$250,000 or, if remaining contract term is less than 12 months, amount equal to base salary for the remainder of the term
Northern Arizona	Termination by university: 50% of base salary for the remainder of the contract term Termination by coach: if because received another coaching job, 50% of base salary for the remainder of the contract term; if for any other reason, \$50,000
Northern Colorado	Termination by university: monthly base salary for defined period of months depending on date of termination Termination by coach: a set amount, up to \$300,000, depending on date of termination

Portland State	Termination by university: monthly salary for a set period of time depending on how much time is left on the contract term Termination by coach: \$30,000
Sacramento State	Unknown, none apparent from available contract
Southern Utah	Termination by university: base salary for the remainder of the contract term Termination by coach: up to \$100,000 depending on date of termination
UC Davis	Termination by university: base salary for remainder of current year plus 50% of base salary for following year plus 25% of base salary for the next remaining contract year Termination by coach: \$150,000
Weber State	Termination by university: set amount based on date of termination, ranging from \$175,000 to \$800,000 Termination by coach: \$100,000

**Attachment 6
Academic Progress Rate Scores**

Year	University of Idaho Football Team APR Scores	National Average for Football APR
2020-2021	973	Not yet released
2019-2020	956	Not calculated due to COVID
2018-2019	957	963
2017-2018	963	964

BUSINESS AFFAIRS AND HUMAN RESOURCES
JANUARY 6, 2022

LEWIS-CLARK STATE COLLEGE

SUBJECT

Surrender of the Lewis-Clark State College Radio Station License and Frequency

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Lewis-Clark State College (LCSC) purchased a radio station license and equipment from Lewiston High School in 2003 for \$5,000. Recent changes in Federal Communication Commission (FCC) regulations concerning the method for filing station activity reports created a situation in which LCSC was not in compliance. This non-compliance prompted LCSC's review of the continuation of the operation. Due to non-compliance with activity reporting, LCSC has the option to either surrender the license and radio frequency (88.9 FM) or confirm its intention to comply with the FCC reporting guidelines and create a comprehensive compliance plan. LCSC has until January 5, 2022 to either surrender the license or sign a consent decree indicating our intention to comply with reporting. The College may surrender the license at any time subsequent to filing the consent decree. Based on staffing considerations, changes in students' interfaces with various media, and the fact the radio station is among many co-curricular amenities made available to LCSC students, the College wishes to divest itself of the radio station license. The value of the license is anticipated to be similar to the cost of purchase (\$5,000) at most as other forms of broadcasting such as internet streaming have created market competition. This revenue might be realized if the College were to sell the license; however, no revenue will be generated if the College surrenders the license. Instead, the license will be made available to other entities through the FCC. LCSC will submit the decree on or before January 5, 2022 to meet the required FCC deadline as Board review to surrender the license is subsequent to this date.

IMPACT

The surrender of the license for the college radio station will alleviate staff time in managing the station and coordinating reporting and licensing. LCSC does not have the additional staffing capacity to support the new FCC reporting requirements. Other options are being pursued to address interest and lessen student impact such as creating a podcasting studio, web streaming, and other possibilities that are not FCC regulated. These options may be adopted within the constraints of the College's current staffing capacity.

ATTACHMENTS

Noncommercial Broadcast Stations Biennial Ownership Report

BUSINESS AFFAIRS AND HUMAN RESOURCES
JANUARY 6, 2022

BOARD STAFF COMMENTS AND RECOMMENDATIONS

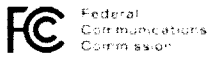
Board Policy V.I. Real and Personal property and Services, sets out the provisions by which the institutions and agencies under the Board's governance may acquire and dispose of real and personal property. Broadcasting licenses, including radio frequencies are considered real property, due to the place-bound nature of the frequencies. Board Policy V.I. provisions were developed primarily with real estate in mind and maintains a provision for all other transfers that do not fit within those enumerated by the policy require Board approval. Due to this provision (Board Policy I.V.5.b.iii.) Lewis-Clark State College is requesting approval to dispose of their radio frequency. Disposal of the frequency will eliminate the need for the institution to expend resources toward meeting the FCC reporting regulations while the institution pursues other ways for their journalism and communication students to pursue relevant experiences.

Staff recommends approval.

BOARD ACTION

I move to approve the surrender of the Lewis-Clark State College Radio Station License and Frequency.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



(REFERENCE COPY - Not for submission)

Noncommercial Broadcast Stations Biennial Ownership Report (FCC Form 323-E)

File Number: 0000173122 Submit Date: 2021-11-29 FRN: 0012377933

Purpose: Noncommercial Broadcast Stations Biennial Ownership Report Status: Submitted Status Date:
11/29/2021 Filing Status: Active

Section I - General Information

1. Respondent

FRN

Entity Name

0012377933

Lewis-Clark State College

Street Address	City (and Country if non U.S. address)	State ("NA" if non-U.S. address)	Zip Code	Phone	Email
500 8th Avenue	Lewiston	ID	83501	+1 (208) 792-2912	ttsmith@lcsc.edu

2. Contact Representative

Name

Organization

Richard Carr Esq., Esq.

J. Richard Carr Consulting, Inc.

Street Address	City (and Country if non U.S. address)	State	Zip Code	Phone	Email
5528 Trent Street	Chevy Chase	MD	20815	+1 (301) 656-7530	jrichardcarr@gmail.com

3. Application Filing Fee

Not Applicable

4. Control of Respondent

(a) Provide the following information about the Respondent:

Relationship to stations/permits Licensee

Is the Respondent's governing board (or other governing entity) directly or indirectly under the control of another entity? No

(b) Provide the following information about this report:

Purpose

Biennial

"As of" date

10/01/2021

When filing a biennial ownership report or validating and resubmitting a prior biennial ownership report, this date must be Oct. 1 of the year in which this report is filed.

5. Licensee(s) and Station(s)

Respondent is filing this report to cover the following Licensee(s) and station(s):

Licensee/Permittee Name

FRN

Lewis-Clark State College

0012377933

Fac. ID No.

Call Sign

City

State

Service

28532

KLCZ

LEWISTON

ID

FM

Section II – Biennial Ownership Information**1. 47 C.F.R.
Section 73.3613
Documents**

Licensee Respondents that hold authorizations for one or more full power television, AM, and/or FM stations should list all contracts and other instruments set forth in 47 C.F.R. Section 73.3613(a) through (c) for the facility or facilities listed on this report. If the agreement is a network affiliation agreement, check the appropriate box. Otherwise, select "Other." Non-Licensee Respondents should select "Not Applicable" in response to this question.

Not Applicable.

**2. Ownership
Interests**

(a) Ownership Interests. This Question requires Respondents to enter detailed information about ownership interests by generating a series of subforms. Answer each question on each subform. The first subform listing should be for the Respondent itself. If the Respondent is not a natural person, also list each of the officers, members of the governing board (or other governing entity), stockholders, and any other persons or entities with a direct attributable interest in the Respondent pursuant to the standards set forth in 47 C.F.R. Section 73.3555. (A "direct" interest is one that is not held through any intervening companies or entities.) List each interest holder with a direct attributable interest in the Respondent separately.

Leave the percentage of total assets (Equity Debt Plus) field blank for an interest holder unless that interest holder has an attributable interest in the Respondent solely on the basis of the Commission's Equity Debt Plus attribution standard, 47 C.F.R. Section 73.3555, Note 2(i).

In the case of vertical or indirect ownership structures, list only those interests in the Respondent that also represent an attributable interest in the Licensee(s) for which the report is being submitted.

Entities that are part of an organizational structure that includes holding companies or other forms of indirect ownership must file separate ownership reports. In such a structure do not report, or file a separate report for, any interest holder that does not have an attributable interest in the Licensee(s) for which the report is being submitted.

Please see the Instructions for further detail concerning interests that must be reported in response to this question.

The Respondent must provide an FCC Registration Number for each interest holder reported in response to this question. Please see the Instructions for detailed information and guidance concerning this requirement.

Ownership Information

FRN

0012377933

Entity Name

Lewis-Clark State College

Address

PO Box

Street 1

500 8th Avenue

Street 2

City

Lewiston

State ("NA" if non-U.S.
address)

ID

Zip/Postal Code

83501

Country (if non-U.S.
address)

United States

Listing Type

Respondent

Positional Interests
(check all that apply)

Respondent

Tribal Nation or Tribal Entity Interest holder is not a Tribal nation or Tribal entity

Interest Percentages (enter percentage values from 0.0 to 100.0)	Voting	0.0%
	Equity	0.0%
	Total assets (Equity Debt Plus)	0.0%

Does interest holder have an attributable interest in one or more broadcast stations that do not appear on this report? No

Ownership Information

FRN	9990141135	
Name	Cynthia L. Pemberton	
Address	PO Box	
	Street 1	Lewis-Clark State College
	Street 2	500 8th Avenue
	City	Lewiston
	State ("NA" if non-U.S. address)	ID
	Zip/Postal Code	83501
	Country (If non-U.S. address)	United States
Listing Type	Other Interest Holder	
Positional Interests (check all that apply)	Officer	
Principal Profession or Occupation	President of Respondent	
By Whom Appointed or Elected	Idaho State Board of Education	
Citizenship, Gender, Ethnicity, and Race Information (Natural Persons Only)	Citizenship	US
	Gender	Female
	Ethnicity	Not Hispanic or Latino
	Race	White
Interest Percentages (enter percentage values from 0.0 to 100.0)	Voting	0.0%
	Equity	0.0%
	Total assets (Equity Debt Plus)	0.0%

Does interest holder have an attributable interest in one or more broadcast stations that do not appear on this report? No

Ownership Information

FRN	9990141164
Name	Shawn Keough

Address	PO Box	
	Street 1	Lewis-Clark State College
	Street 2	500 8th Avenue
	City	Lewiston
	State ("NA" if non-U.S. address)	ID
	Zip/Postal Code	83501
	Country (if non-U.S. address)	United States
Listing Type	Other Interest Holder	
Positional Interests (check all that apply)	Member of Governing Board (or other governing entity)	
Principal Profession or Occupation	Executive Director of Associated Logging Contractors	
By Whom Appointed or Elected	Governor	
Citizenship, Gender, Ethnicity, and Race Information (Natural Persons Only)	Citizenship	US
	Gender	Female
	Ethnicity	Not Hispanic or Latino
	Race	White
Interest Percentages (enter percentage values from 0.0 to 100.0)	Voting	0.0%
	Equity	0.0%
	Total assets (Equity Debt Plus)	0.0%
Does interest holder have an attributable interest in one or more broadcast stations that do not appear on this report?		No

Ownership Information

FRN	9990141165	
Name	Kurt Liebich	
Address	PO Box	83720
	Street 1	
	Street 2	
	City	Boise
	State ("NA" if non-U.S. address)	ID
	Zip/Postal Code	83720-0037
	Country (if non-U.S. address)	United States
Listing Type	Other Interest Holder	

Positional Interests (check all that apply)	Member of Governing Board (or other governing entity)	
Principal Profession or Occupation	CEO Redbuilt LLC and New Wood Resources LLC	
By Whom Appointed or Elected	Governor	
Citizenship, Gender, Ethnicity, and Race Information (Natural Persons Only)	Citizenship	US
	Gender	Male
	Ethnicity	Not Hispanic or Latino
	Race	White
Interest Percentages (enter percentage values from 0.0 to 100.0)	Voting	0.0%
	Equity	0.0%
	Total assets (Equity Debt Plus)	0.0%
Does interest holder have an attributable interest in one or more broadcast stations that do not appear on this report?		No

Ownership Information

FRN	9990143935	
Name	William G. Gilbert, Jr.	
Address	PO Box	83720
	Street 1	
	Street 2	
	City	Boise
	State ("NA" if non-U.S. address)	ID
	Zip/Postal Code	83720-0037
	Country (If non-U.S. address)	United States
	Listing Type	Other Interest Holder
Positional Interests (check all that apply)	Member of Governing Board (or other governing entity)	
Principal Profession or Occupation	Caprock, multi-family investment advisor	
By Whom Appointed or Elected	Governor	
Citizenship, Gender, Ethnicity, and Race Information (Natural Persons Only)	Citizenship	US
	Gender	Male
	Ethnicity	Not Hispanic or Latino
	Race	White
Interest Percentages (enter percentage values	Voting	0.0%

from 0.0 to 100.0)

Equity 0.0%

Total assets (Equity Debt
Plus) 0.0%Does interest holder have an attributable interest in one or more broadcast stations
that do not appear on this report? No

Ownership Information

FRN 9990143932

Name Cally J. Roach

Address PO Box 83720

Street 1

Street 2

City Boise

State ("NA" if non-U.S.
address) ID

Zip/Postal Code 83720-0037

Country (if non-U.S.
address) United States

Listing Type Other Interest Holder

Positional Interests Member of Governing Board (or other governing entity)
(check all that apply)Principal Profession or
Occupation RetiredBy Whom Appointed or
Elected Governor

Citizenship, Gender,
Ethnicity, and Race
Information (Natural
Persons Only)

Citizenship US

Gender Female

Ethnicity Not Hispanic or Latino

Race White

Interest Percentages Voting 0.0%

(enter percentage values
from 0.0 to 100.0)

Equity 0.0%

Total assets (Equity Debt
Plus) 0.0%

Does interest holder have an attributable interest in one or more broadcast stations
that do not appear on this report? No

Ownership Information

FRN 9990132718

Name Linda Clark

Address PO Box 83720

Street 1

	Street 2	
	City	Boise
	State ("NA" if non-U.S. address)	ID
	Zip/Postal Code	83720-0037
	Country (if non-U.S. address)	United States
Listing Type	Other Interest Holder	
Positional Interests (check all that apply)	Member of Governing Board (or other governing entity)	
Principal Profession or Occupation	Retired	
By Whom Appointed or Elected	Governor	
Citizenship, Gender, Ethnicity, and Race Information (Natural Persons Only)	Citizenship	US
	Gender	Female
	Ethnicity	Not Hispanic or Latino
	Race	White
Interest Percentages (enter percentage values from 0.0 to 100.0)	Voting	0.0%
	Equity	0.0%
	Total assets (Equity Debt Plus)	0.0%
Does interest holder have an attributable interest in one or more broadcast stations that do not appear on this report?	No	

Ownership Information

FRN	9990133319	
Name	David Hill	
Address	PO Box	83720
	Street 1	
	Street 2	
	City	Boise
	State ("NA" if non-U.S. address)	ID
	Zip/Postal Code	83720-0037
	Country (if non-U.S. address)	United States
	Listing Type	Other Interest Holder
Positional Interests (check all that apply)	Member of Governing Board (or other governing entity)	

Principal Profession or Occupation	Retired	
By Whom Appointed or Elected	Governor	
Citizenship, Gender, Ethnicity, and Race Information (Natural Persons Only)	Citizenship	US
	Gender	Male
	Ethnicity	Not Hispanic or Latino
	Race	White
Interest Percentages (enter percentage values from 0.0 to 100.0)	Voting	0.0%
	Equity	0.0%
	Total assets (Equity Debt Plus)	0.0%
Does interest holder have an attributable interest in one or more broadcast stations that do not appear on this report?	No	

Ownership Information

FRN	9990143933	
Name	Cindy Siddoway	
Address	PO Box	83720
	Street 1	
	Street 2	
	City	Boise
	State ("NA" if non-U.S. address)	ID
	Zip/Postal Code	83720-0037
	Country (if non-U.S. address)	United States
Listing Type	Other Interest Holder	
Positional Interests (check all that apply)	Member of Governing Board (or other governing entity)	
Principal Profession or Occupation	Rancher	
By Whom Appointed or Elected	Governor	
Citizenship, Gender, Ethnicity, and Race Information (Natural Persons Only)	Citizenship	US
	Gender	Female
	Ethnicity	Not Hispanic or Latino
	Race	White
Interest Percentages (enter percentage values from 0.0 to 100.0)	Voting	0.0%
	Equity	0.0%

Total assets (Equity Debt 0.0%
Plus)

Does interest holder have an attributable interest in one or more broadcast stations that do not appear on this report? No

Ownership Information

FRN 9990133336

Name Sherri Ybarra

Address PO Box 83720

Street 1

Street 2

City Boise

State ("NA" if non-U.S. address) ID

Zip/Postal Code 83720-0037

Country (if non-U.S. address) United States

Listing Type Other Interest Holder

Positional Interests (check all that apply) Member of Governing Board (or other governing entity)

Principal Profession or Occupation Superintendent of Public Instruction

By Whom Appointed or Elected Governor

Citizenship, Gender, Ethnicity, and Race Information (Natural Persons Only)

Citizenship US

Gender Female

Ethnicity Not Hispanic or Latino

Race White

Interest Percentages (enter percentage values from 0.0 to 100.0)

Voting 0.0%

Equity 0.0%

Total assets (Equity Debt Plus) 0.0%

Does interest holder have an attributable interest in one or more broadcast stations that do not appear on this report? No

Ownership Information

FRN 9990141491

Name Julie Crea

Address PO Box

Street 1 Lewis-Clark State College

Street 2 500 8th Ave

City	Lewiston								
State ("NA" if non-U.S. address)	ID								
Zip/Postal Code	83501								
Country (if non-U.S. address)	United States								
Listing Type	Other Interest Holder								
Positional Interests (check all that apply)	Officer								
Principal Profession or Occupation	VP of Finance and Administration								
By Whom Appointed or Elected	President of Respondent								
Citizenship, Gender, Ethnicity, and Race Information (Natural Persons Only)	<table> <tr> <td>Citizenship</td> <td>US</td> </tr> <tr> <td>Gender</td> <td>Female</td> </tr> <tr> <td>Ethnicity</td> <td>Not Hispanic or Latino</td> </tr> <tr> <td>Race</td> <td>White</td> </tr> </table>	Citizenship	US	Gender	Female	Ethnicity	Not Hispanic or Latino	Race	White
Citizenship	US								
Gender	Female								
Ethnicity	Not Hispanic or Latino								
Race	White								
Interest Percentages (enter percentage values from 0.0 to 100.0)	<table> <tr> <td>Voting</td> <td>0.0%</td> </tr> <tr> <td>Equity</td> <td>0.0%</td> </tr> <tr> <td>Total assets (Equity Debt Plus)</td> <td>0.0%</td> </tr> </table>	Voting	0.0%	Equity	0.0%	Total assets (Equity Debt Plus)	0.0%		
Voting	0.0%								
Equity	0.0%								
Total assets (Equity Debt Plus)	0.0%								
Does interest holder have an attributable interest in one or more broadcast stations that do not appear on this report?	No								
(b) Respondent certifies that any interests, including equity, financial, or voting interests, not reported in this filing are non-attributable. If "No," submit as an exhibit an explanation.	Yes								
(c) Is Respondent seeking an attribution exemption for any officer or director with duties wholly unrelated to the Licensee(s)?	No								
If "Yes," complete the information in the required fields and submit an Exhibit fully describing that individual's duties and responsibilities, and explaining why that individual should not be attributed an interest.									

3. Organizational Chart (Licensees Only)

Attach a flowchart or similar document showing the Licensee's vertical ownership structure including the Licensee and all entities that have attributable interests in the Licensee. Licensees with a single parent entity may provide a brief explanatory textual Exhibit in lieu of a flowchart or similar document. Licensees without parent entities should so indicate in a textual Exhibit.

Non-Licensee Respondents should select "N/A" in response to this question.

File Name	Uploaded By	Attachment Type	Description
Lewis Clark Ownership Structure 202120211119.pdf	Applicant	Ownership Chart	

Section III - Certification

Certification	Section	Question	Response
	Authorized Party to Sign	WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND /OR REVOCATION OF ANY STATION LICENSE --OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).	
	Certification	I certify that I have examined this report and that to the best of my knowledge and belief, all statements in this report are true, correct and complete.	Official Title: Vice President for Finance and Administration Exact Legal Title or Name of Respondent: Lewis-Clark State College Name: Julie Crea Phone: 2087922418 11/29/2021

OWNERSHIP STRUCTURE OF LICENSEE

Control of Lewis-Clark rests in the State Board of Education consisting of 8 voting Board Members. Seven of the 8 are appointed by the Governor for five year terms. The 8th voting member is the State Superintendent of Public Institutions and is an ex-officio voting member elected to a term of 4 years. The Board has general supervision, governance and control of State educational institutions.

The President of the University, Cynthia L. Pemberton, who is appointed by the Board of Regents, also exercises control over KLCZ. Dr. Julie Crea, Vice President of Finance and Administration, who is appointed by the President, also exercises control over KLCZ.

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JANUARY 6, 2022**

TAB	DESCRIPTION	ACTION
1	COMMUNITY COLLEGE TRUSTEE ZONES	Action Item
2	ARP ACT ESSER FUND 10% SEA SET ASIDE FUNDING REQUESTS	Action Item

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JANUARY 6, 2022

SUBJECT

Decennial Census – Community College Trustee Zones – College of Eastern Idaho, College of Western Idaho, North Idaho College

REFERENCE

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.
April 5, 2021	Board approved school district and community college trustee zone redistricting proposal parameters.
December 15, 2021	Board approved new trustee zone boundaries for the College of Southern Idaho.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-2104A, 33-2105 and 33-2106, Idaho Code

BACKGROUND/DISCUSSION

Pursuant to Section 33-2104A, Idaho Code, a proposal to redefine the boundaries of trustee zones of a community college district shall be initiated by its board of trustees at the first meeting following the report of the decennial census or following the electors' approval of the addition of territory pursuant to section 33-2105, Idaho Code. The board of trustees shall submit the proposal to the state board of education within one hundred twenty (120) days following the decennial census or election. The proposal shall 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.

- At the April 5, 2021 Special Board meeting the Board adopted the following criteria for rezoning proposals:
 - 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 taxing 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.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JANUARY 6, 2022

- 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.
- Proposals shall include:
 - A copy of the legal description of each trustee zone, legal descriptions must be 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
 - 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

IMPACT

Approval of North Idaho College's recommended community college trustee zones will bring them into compliance with section 33-2104A, Idaho Code. Section 33-2104A, Idaho Code requires community colleges that have been disapproved to resubmit proposals within forty-five (45) days of disapproval.

ATTACHMENTS

Attachment 1 – College of Eastern Idaho Zoning Proposal
Attachment 2 – North Idaho College Zoning Proposal

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to section 33-2104A, Idaho Code, any proposal to define the boundaries of the trustee zones in a community college taxing district must include a legal description of each trustee zone, a map of the district showing how each trustee

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JANUARY 6, 2022

zone would then appear, and the approximate population each trustee zone would have should the proposal become effective.

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 community college board of trustees with the applicable country clerk. The Idaho 2020 Census Data was released on August 12th, the 120 day deadline is December 10th. The Board has 60 days after receiving the proposals to take action. The 60-day timeline will require the Board act on any trustee zone proposals that were not received in time to be included in the December Board meeting agenda at a special Board meeting. The next regular Board meeting, scheduled in February, may fall outside of the 60-day requirement.

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 community college taxing district;
- 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.

The College of Western Idaho reviewed the 2020 Decennial Census populations in each of their existing trustee zones. Based on the State Board's criteria for equalizing the populations between trustee zones, each of the existing zones fall within the 10% parameter and the College of Western Idaho is proposing no changes to their existing trustee zone boundaries. Using the new census data, the variance between the existing trustee zones is:

Zone	Population	Percent Variance
Zone 1	145,495	(7,775) = 5.07%
Zone 2	153,270	(0) = 0.00%
Zone 3	142,710	(10,560) = 6.89%
Zone 4	141,496	(11,774) = 7.68%
Zone 5	143,101	(10,169) = 6.63%

Because no changes are proposed, no action is required by the Board to maintain the existing trustee zone boundaries.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JANUARY 6, 2022

The College of Eastern Idaho's proposed trustee zones legal descriptions are provided in Attachment 1. The population for each proposed trustee zone is:

Zone	Population	Percent Variance
Zone 1	22,724	(3868) = 14.55%
Zone 2	25,794	(798) = 3.00%
Zone 3	24,248	(2344) = 8.81%
Zone 4	25,664	(928) = 3.49%
Zone 5	26,592	(0) = 0.00%

The College of Eastern Idaho's proposal does not meet the equalization criteria of no more than a 10% variance in population between zones. Staff does not recommend approval. Pursuant to Section 33-2104A, Idaho Code, if the Board does not approve a proposal the community college has 45 days to submit an amended proposal.

North Idaho College's proposed trustee zones legal description are provided in Attachment 2. The population for each proposed trustee zone is:

Zone	Population	Percent Variance
Zone 1	38,444	(472) = 1.21%
Zone 2	38,011	(905) = 2.33%
Zone 3	37,312	(1604) = 4.12%
Zone 4	35,925	(2991) = 7.69%
Zone 5	38,916	(0) = 0.00%

North Idaho College's proposal meets all of the parameters set by the Board at the April 5, 2021 Special Board Meeting. Staff recommends approval.

BOARD ACTION

I move to reject the College of Eastern Idaho's trustee zone boundary legal descriptions submitted in Attachment 1.

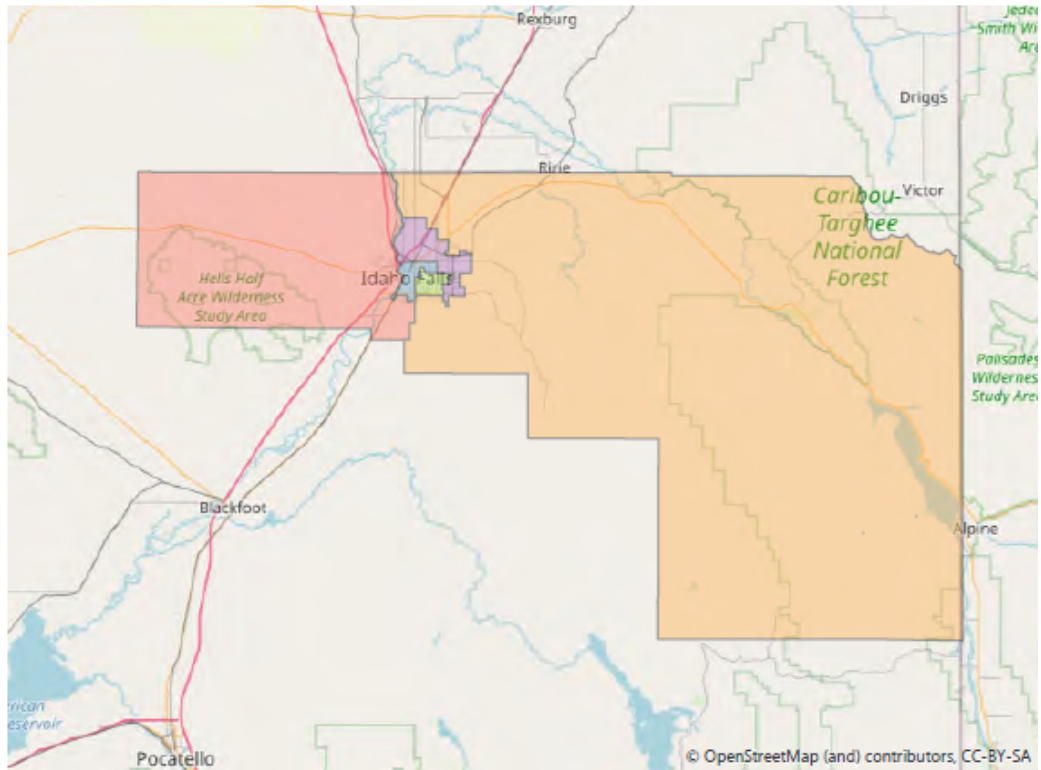
Moved by _____ Seconded by _____ Carried: Yes ____ No ____

AND

I move to approve the North Idaho College trustee zone boundary legal descriptions as submitted in Attachment 2.

Moved by _____ Seconded by _____ Carried: Yes ____ No ____

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JANUARY 6, 2022 **ATTACHMENT 1**





Trustee Zone 1

Commencing at the northwest corner of Bonneville County, Idaho, common to Jefferson County, Idaho, and Bingham County, Idaho, being the northwest corner of Township 3 North, Range 34 East, B.M., the **True Point of Beginning**.

- 1) Thence, easterly, along the north line of said Bonneville County, being coincident with the north line of said Township 3 North Range 34 East, Township 3 North Range 35 East, Township 3 North Range 36 East, and Township 3 North Range 37 East, to the thread of the Snake River.
- 2) Thence, following the thread of the Snake River, in a southerly direction, to a point of intersection with U.S. Highway 20, being located in Township 2 North, Range 37 East, Section 13.
- 3) Thence, following U.S. Highway 20 in a southwesterly direction to the intersection with the Union Pacific Railroad, also being located in Township 2 North, Range 37 East, Section 13.
- 4) Thence, following the Union Pacific Railroad in a southerly direction to the intersection of West Broadway Street, being located in Township 2 North, Range 37 East, Section 24.
- 5) Thence, following West Broadway Street in a southeasterly direction to the intersection with the Thread of the Snake River, being located in Township 2 North, Range 37 East, Section 24.
- 6) Thence, following the thread of the Snake River, in a southerly direction, to a point lying northwesterly of an extension of Pedersen Street, being located in Township 2 North, Range 37 East, Section 35.
- 7) Thence, following Pedersen Street in a southeasterly direction to the intersection of South Yellowstone Highway, being located in Township 2 North, Range 37 East, Section 36.
- 8) Thence, following South Yellowstone Highway in a northeasterly direction to the intersection of West Sunnyside Road, being located in Township 2 North, Range 37 East, Section 36.
- 9) Thence, following West Sunnyside Road in an easterly direction to the intersection of Nathan Drive, being located in Township 2 North, Range 38 East, on the line common to Section 30 and Section 31.
- 10) Thence, following Nathan Drive in a southerly direction to the intersection of Nathan Drive to the intersection with Plantation Lane, being located in Township 2 North, Range 38 East, Section 31.
- 11) Thence, following Plantation Lane in an easterly direction to the intersection of Stonebrook Lane, being located in Township 2 North, Range 38 East, Section 31.
- 12) Thence, following Stonebrook Lane in a northerly direction to the intersection of Castlerock Lane, being located in Township 2 North, Range 38 East, Section 31.
- 13) Thence, following Castlerock Lane in an easterly direction to the intersection of South Holmes Avenue, being located in Township 2 North, Range 38 East, on the line common to Section 31 and Section 32.

IDAHO FALLS OFFICE
4141 SOUTH 58 WEST
IDAHO FALLS, ID 83402
208.715.4380

SALMON OFFICE
402 VAN DREFF STREET
SALMON, ID 83467
208.756.3070
INFO@BADGERAERIAL.COM

DRIGGS OFFICE
37 N FIRST ST E
DRIGGS, ID 83422
208-715-4380



14) Thence, following South Holmes Avenue in a southerly direction to the intersection of East 73rd South, being located in Township 1 North, Range 38 East, on the line common to Section 7 and Section 8.

15) Thence, following East 73rd South in a westerly direction to the intersection of South 1st East, being located in Township 1 North, Range 38 East, Section 7.

16) Thence, following South 1st East in a westerly direction to the intersection of West 97th South, being located in Township 1 North, Range 38 East, on the line common to Section 18 and Section 19.

17) Thence, following West 97th South in a westerly direction to the intersection of South 5th West, also being a corner common to Bonneville County and Bingham County and coincided with south corner common to Township 1 North, Range 37 East and Township 1 North, Range 38 East.

18) Thence, along the line common to Bingham County and Bonneville County in a westerly direction to the Section Corner common to Sections 15, 16, 21, & 22 of said Township 1 North Range 37 East.

19) Thence, continuing along the line common to Bingham County and Bonneville County in a northerly direction to the Section Corner common to Sections 9, 10, 15, & 16 of said Township 1 North Range 37 East.

20) Thence, west, along said Bonneville/Bingham County Line, following the south section lines of Sections 9, 8, and 7 of said Township 1 North Range 37 East.

21) Thence, continuing west, along said Bonneville/Bingham County Line, following the south section lines of Sections 12, 11, 10, 9, 8, and 7 of said Township 1 North Range 36 East.

22) Thence, continuing west, along said Bonneville/Bingham County Line, following the south section lines of Sections 12, 11, 10, 9, 8, and 7 of said Township 1 North Range 35 East.

23) Thence, continuing west, along said Bonneville/Bingham County Line, following the south section lines of Sections 12, 11, 10, 9, 8, and 7 of said Township 1 North Range 34 East.

24) Thence, north, along said Bonneville/Bingham County Line, following the west line of Township 1 North 34 East, Township 2 North Range 34 East, and Township 3 North Range 34 East, to the **Point of Beginning**.

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Trustee Zone 2

Commencing at the intersection of East Lincoln Road and North 25th East, being the corner common to Sections 9, 10, 15, and 16, Township 2 North, Range 38 East, B.M., the **True Point of Beginning**.

- 1) Thence, southerly, along North 25th East to the intersection with 1st Street, being the corner common to Sections 15, 16, 21, and 22, Township 2 North, Range 38 East.
- 2) Thence, along 1st Street in a westerly direction to the intersection of Northwest Bonneville Drive, being located in Section 17, Township 2 North, Range 38 East.
- 3) Thence, along Northwest Bonneville Drive in a northwesterly direction, to the intersection of Lovejoy Street, also being located in Section 17, Township 2 North, Range 38 East.
- 4) Thence, along Lovejoy Street in a westerly direction, to the intersection of Royal Avenue, also being located in Section 17, Township 2 North, Range 38 East.
- 5) Thence, along Royal Avenue in a northwesterly direction, to the intersection of East Elva Street, also being located in Section 17, Township 2 North, Range 38 East.
- 6) Thence, along East Elva Street in a westerly direction, to the intersection of North Fanning Avenue, also being located in Section 17, Township 2 North, Range 38 East.
- 7) Thence, along North Fanning Avenue in a southerly direction, to the intersection of South Fanning Avenue, also being located in Section 17, Township 2 North, Range 38 East.
- 8) Thence, along South Fanning Avenue in a southerly direction, to the intersection of John Adams Parkway, being located in Section 20, Township 2 North, Range 38 East.
- 9) Thence, along John Adams Parkway in a easterly direction, to the intersection of Linden Drive, being located in Section 20, Township 2 North, Range 38 East.
- 10) Thence, along Linden Drive in a southerly direction, to the intersection of 7th Street, also being located in Section 20, Township 2 North, Range 38 East.
- 11) Thence, along 7th Street in a westerly direction, to the intersection of South Holmes Avenue, being located at a point on the line common to Section 19 and Section 20, Township 2 North, Range 38 East.
- 12) Thence, along South Holmes Avenue in a southerly direction, to the intersection of with East 17th Street, being coincident with the corner to Sections 19, 20, 29, and 30, Township 2 North, Range 38 East.
- 13) Thence, along South Holmes Avenue in a southerly direction, to the intersection of with East Sunnyside Road, being coincident with the corner to Sections 29, 30, 31, and 32, Township 2 North, Range 38 East.

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14) Thence, along South Holmes Avenue in a southerly direction, to the intersection of with Castlerock Lane, being located in Township 2 North, Range 38 East, on the line common to Section 31 and Section 32.

15) Thence, along Castlerock Lane in a westerly direction, to the intersection of Stonebrook Lane, also being located in Township 2 North, Range 38 East, Section 31.

16) Thence, along Stonebrook Lane in a southerly direction, to the intersection of Plantation Lane, also being located in Township 2 North, Range 38 East, Section 31.

17) Thence, along Plantation Lane in a westerly direction, to the intersection of Nathan Drive, also being located in Township 2 North, Range 38 East, Section 31.

18) Thence, along Nathan Drive in a northerly direction, to the intersection of West Sunnyside Road, being located in Township 2 North, Range 38 East, on the line common to Section 30 and Section 31.

19) Thence, along West Sunnyside Road in a westerly direction, to the intersection of with Rollandet Avenue, being coincident with the south corner common to Township 2 North, Range 37 East and Township 2 North, Range 38 East.

20) Thence, along West Sunnyside Road in a westerly direction, to the intersection of with South Yellowstone Highway, being located in Section 36, Township 2 North, Range 37 East.

21) Thence, along West Sunnyside Road in a southwesterly direction, to the intersection of with Pedersen Street, being located in Section 36, Township 2 North, Range 37 East.

22) Thence, along Pedersen Street in a northwesterly direction, and extending beyond, to the intersection of with the thread of the Snake River, being located in Section 35, Township 2 North, Range 37 East.

23) Thence, along the thread of the Snake River in a northerly direction, to the intersection of West Broadway Street, being located in Section 24, Township 2 North, Range 37 East.

24) Thence, along West Broadway Street in a northwesterly direction, to the intersection with the Union Pacific Railroad, also being located in Section 24, Township 2 North, Range 37 East.

25) Thence, along the Union Pacific Railroad in a northerly direction, to the intersection of U.S. Highway 20, also being located in Section 13, Township 2 North, Range 37 East.

26) Thence, along U.S. Highway 20 in a northeasterly direction to the intersection with an extension of West Anderson Street, located in Township 2 North, Range 37 East, on the line common to Section 12 and Section 13.

27) Thence, along the extension of West Anderson Street and continuing along West Anderson Street in a easterly direction to where West Anderson Street turns into East Anderson Street.

28) Thence, continuing easterly along East Anderson Street to the intersection of North Holmes Avenue, being coincident with the corner to Sections 7, 8, 17, and 18, Township 2 North, Range 38 East.

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29) Thence along East Anderson Street to the intersection with Northgate Mile and East Lincoln Road, located in Township 2 North, Range 38 East, on the line common to Section 8 and Section 17.

30) Thence along East Lincoln Road in an easterly direction to the intersection of North 25th East, being the corner common to Sections 9, 10, 15, and 16, Township 2 North, Range 38 East, B.M., and the **True Point of Beginning**.

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Trustee Zone 3

Commencing at the intersection of East Sunnyside and South Holmes Avenue, being the section corner common to Sections 29, 30, 31, & 32, Township 2 North, Range 38 East, B.M., the **True Point of Beginning**.

- 1) Thence, southerly, along South Holmes Avenue to a point in-line with the south line of Sunrise Condominium Phase 2, recorded in Bonneville County as Instrument No. 764054.
- 2) Thence, easterly, along the south line of said Sunrise Condominium Phase 2 to the southwest corner of said Sunnyside Park Subdivision Division No. 2, recorded in Bonneville County as Instrument No. 734067.
- 3) Thence northerly, along the west line of Sunnyside Park Subdivision Division No. 2 to the southwest corner of Sunnyside Park Subdivision Division No. 1, recorded in Bonneville County as Instrument No. 321313.
- 4) Thence, northerly, along the west line of said Sunnyside Park Subdivision Division No. 1 to the intersection of Sunnyside Road.
- 5) Thence, easterly, along East Sunnyside Road, to the intersection of Western Avenue.
- 6) Thence, northerly, along Western Avenue, to the intersection of Rawson Street.
- 7) Thence, westerly, along Rawson Street to the intersection of Hiram Drive.
- 8) Thence, northerly, along Hiram Drive, to the intersection of Teton Street.
- 9) Thence, westerly, along Teton Street, to the intersection of Avocet Drive.
- 10) Thence, northerly, along Avocet Drive, to the intersection of East 17th Street.
- 11) Thence, easterly, along East 17th Street, to the intersection of South Ammon Road.
- 12) Thence, northerly, along South Ammon Road, to the intersection of Jason Drive.
- 13) Thence, easterly, along Jason Drive, to the intersection of South Adams Lane.
- 14) Thence, southeasterly, along South Adams Lane, to a point of intersection with the north line of Briarwood # 6 Subdivision.
- 15) Thence, easterly along said north line, to a point of intersection the centerline of the Eastern Idaho Rail bed, being the west line of the City of Ammon.
- 16) Thence, northerly along said rail bed and west line of the City of Ammon, to a point of intersection with 1st Street.
- 17) Thence, westerly, along 1st Street, to the intersection of Northwest Bonneville Drive.

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- 18) Thence, northerly, along Northwest Bonneville Drive to the intersection of Lovejoy Street.
- 19) Thence, westerly, along Lovejoy Street to the intersection of Royal Avenue.
- 20) Thence, northwesterly, along Royal Avenue to the intersection of East Elva Street.
- 21) Thence, westerly, along East Elva Street to the intersection of North Fanning Avenue.
- 22) Thence, southerly, along South Fanning Avenue to the intersection of John Adams Parkway.
- 23) Thence, easterly, along John Adams Parkway to the intersection of Linden Drive.
- 24) Thence, southwesterly, along Linden Drive to the intersection of 7th Street.
- 25) Thence, westerly, along 7th Street to the intersection of South Holmes Avenue,
- 26) Thence, southerly, along South Holmes Avenue to the intersection of East Sunnyside Road, being the section corner common to Sections 29, 30, 31, & 32, Township 2 North, Range 38 East, B.M., and the **True Point of Beginning**.

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Trustee Zone 4

Commencing at the intersection of the approximate centerline of State Highway 20 and the Thread of the Snake River, the **True Point of Beginning**.

- 1) Thence, following the thread of the Snake River, in a northerly direction, to a point of intersection with the section line common to Sections 24 & 25, Township 3 North, Range 37 East, and B.M.
- 2) Thence east, along the section line common to said Sections 24 & 25, to the section corner common to Sections 24 & 25 Township 3 North Range 37 East, B.M. and Sections 19 & 30, Township 3 North, Range 38 East, B.M.
- 3) Thence, continuing east, along the section line common to Sections 19 & 30 Township 3 North, Range 38 East, B.M. to the section corner common to Sections 19, 20, 29 & 30, Township 3 North Range 38 East, B.M.
- 4) Thence, continuing east, along the section line common to Sections 20 & 29 Township 3 North, Range 38 East, B.M., following East 81st North, to the section corner common to Sections 20, 21, 28, & 29, at the intersection of East 81st North and North 15th East.
- 5) Thence, south, along the section line common to Sections 28 & 29, following North 15th East, to the section corner common to Sections 28, 29, 32, & 33, Township 3 North, Range 38 East, B.M., at the intersection of North 15th East and East 65th North.
- 6) Thence, east, along the section line common to Sections 28 & 33, Township 3 North, Range 38 East, B.M., to the section corner common to Sections 27, 28, 33 & 34, at the intersection of East 65th North and North 25th East.
- 7) Thence, south, along the section line common to Sections 33 & 34, Township 3 North, Range 38 East, B.M., to the section corner common to Sections 33 & 34, Township 3 North, Range 38 East, B.M. and Sections 3 & 4, Township 2 North, Range 38 East, B.M., at the intersection of North 25th East and East 49th North.
- 8) Thence, east, along the township line common to Section 34, Township 3 North, Range 38 East, B.M. and Section 3, Township 2 North, Range 38 East, B.M., to the section corner common to Sections 2 & 3, Township 2 North, Range 38 East, B.M. and Sections 34 & 35 Township 3 North, Range 38 East, B.M., at the intersection of East 49th North and North 35 East.
- 9) Thence, south, along the section line common to Sections 2 & 3, Township 2 North, Range 38 East, B.M., to the section corner common to Sections 2, 3, 10, & 11, Township 2 North, Range 38 East, B.M., at the intersection of North Ammon Road and East Iona Road.
- 10) Thence, west, along the section line common to Section 3 & 10, Township 2 North, Range 38 East, B.M., following East Iona Road, to the intersection of Sego Lily Drive.
- 11) Thence south along Sego Lily Drive to the intersection of Pinnacle Drive.
- 12) Thence west along Pinnacle Drive to the intersection of North Wildflower Drive.

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- 13) Thence south along North Wildflower Drive to the intersection of Skyview Drive.
- 14) Thence west along Skyview Drive to the intersection of the west lot line of Lot 36, Block 3 of Summit Park, Division No. 6, recorded in Bonneville County as Instrument No. 1169146.
- 15) Thence along the south line of said Lot 36, Block 3 of Summit Park, Division No. 6 to the west line of Lot 42, Block 3 of Summit Park, Division No. 5, recorded in Bonneville County as Instrument No. 1151925.
- 16) Thence along said west line of Lot 42, Block 3, southerly, to the intersection of Sweetbriar.
- 17) Thence, easterly, along Sweetbriar to the intersection of Treyeen Drive.
- 18) Thence, southerly, along Treyeen Drive to the intersection of East Sandy Drive.
- 19) Thence, easterly, along East Sandy Drive to the intersection of Tressel Drive.
- 20) Thence, southerly, along Tressel Drive to the intersection of East Larson Drive.
- 21) Thence, easterly, along East Larson Drive to the west line of Lot 23, Block 2, of said Summit Park Division No. 5.
- 22) Thence, southerly, along said west line of Lot 23, Block 2 to the Eastern Idaho Railroad Inc. right-of-way.
- 23) Thence easterly, along said right-of-way, to the intersection of North Ammon Road.
- 24) Thence continuing easterly along said railroad right-of-way, to the intersection of North 45th East.
- 25) Thence, north, along the section line common to Section 2 & 11, Township 2 North Range 38 East, B.M., following North 45 East, to the intersection of East Iona Road.
- 26) Thence, east, along East Iona Road to the intersection of 1st Street (aka Olsen Ave).
- 27) Thence, south, along 1st Street (aka Olsen Ave) to the intersection of Scorsby Avenue.
- 28) Thence, easterly, along Scorsby Avenue to the intersection of North Main Street.
- 29) Thence, continuing easterly, along Scorsby Avenue to the intersection of North 55th East, with said intersection lying on the Range line common to Section 7, Township 2 North, Range 39 East and Section 12, Township 2 North, Range 38 East, B.M.
- 30) Thence, south, along the range line common to Township 2 North, Range 39 East and Township 2 North, Range 38 East, B.M., following North 55th East, to the section corner common to Sections 13 & 24 Township 2 North, Range 38 East and Sections 18 & 19, Township 2 North, Range 39 East, B.M.
- 31) Thence, west, along the section line common to Sections 13 & 24 Township 2 North, Range 38 East, following 1st Street, to the intersection of South 45th East.

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- 32) Thence, south, along South 45th East, to the intersection of East 21st South.
- 33) Thence, easterly, along East 21st South, to the north-south, longitudinal mid-section line of Section 25, Township 2 North, Range 38 East, B.M.
- 34) Thence, south, along said longitudinal section line, through Section 25, to the intersection of East Sunnyside Lane.
- 35) Thence, westerly, along East Sunnyside Lane, to the intersection of South Ammon Road.
- 36) Thence, southerly, along South Ammon Road, to the intersection of East 49th South.
- 37) Thence, westerly, approximately 1375 feet, more or less, to a canal.
- 38) Thence, northerly, running along said canal to the approximate south line of the Northeast Quarter of Section 34, Township 2 North, Range 38 East.
- 39) Thence, turning westerly, running along said canal and approximate south line of said Northeast Quarter.
- 40) Thence, turning northerly, along said canal, and running to a point of intersection on East Sunnyside Road.
- 41) Thence, easterly, along East Sunnyside Road, to the intersection of Western Avenue.
- 42) Thence, northerly, along Western Avenue, to the intersection of Rawson Street.
- 43) Thence, westerly, along Rawson Street to the intersection of Hillam Drive.
- 44) Thence, northerly, along Hillam Drive, to the intersection of Teton Street.
- 45) Thence, westerly, along Teton Street, to the intersection of Avocet Drive.
- 46) Thence, northerly, along Avocet Drive, to the intersection of East 17th Street.
- 47) Thence, easterly, along East 17th Street, to the intersection of South Ammon Road.
- 48) Thence, northerly, along South Ammon Road, to the intersection of Jason Drive.
- 49) Thence, easterly, along Jason Drive, to the intersection of South Adams Lane.
- 50) Thence, southeasterly, along South Adams Lane, to a point of intersection with the north line of Briarwood Division No. 6 Subdivision, recorded in Bonneville County as Instrument No. 1083488.
- 51) Thence, easterly along said north line, to a point of intersection the centerline of the Eastern Idaho Rail bed.

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52) Thence, northerly along said rail bed to a point of intersection with 1st Street.

53) Thence, westerly, along 1st Street, to the intersection of North 25th East (Hitt Road).

54) Thence, northerly, along North 25th East (Hitt Road) to the intersection of East Lincoln Road.

55) Thence, westerly, along East Lincoln Road, to the intersection of North Yellowstone Highway, Route 26.

56) Thence, continuing westerly, from where East Lincoln Road turns into East Anderson Street, along East Anderson Street, to West Anderson Street.

57) Thence, continuing westerly, along West Anderson Street, then following a line extending west from West Anderson Street to a point of intersection of the approximate centerline of Idaho State Highway 20.

58) Thence, southwesterly, along said approximate centerline to the Thread of the Snake River being the **Point of Beginning**.

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Trustee Zone 5

Commencing at a corner common to Bonneville County and Jefferson County, Idaho, at the Northwest corner of Section 1, Township 3 North, Range 37 East, Boise Meridian, the **True Point of Beginning**.

- 1) Thence easterly along the North boundary of Bonneville County, Idaho being common with the north line of Township 3 North, Ranges 37, 38, 39, 40, and 41 East to the Northeast Corner of Section 1, Township 3 North, Range 41 East.
- 2) Thence southerly along the North boundary of Bonneville County, being coincident with the east line of Section 1, Township 3 North Range 41 East to the Northwest corner of Section 6, Township 3 North, Range 42 East.
- 3) Thence easterly along the North boundary of Bonneville County, Idaho being common with the north line of Township 3 North, Ranges 42, 43, and a portion of 44 East to a point of intersection with Bonneville County and Teton County Idaho as well as the North line of Section 3, Township 3 North, Range 44 East.
- 4) Thence southeasterly along the line common to Bonneville County and Teton County, Idaho to a point of intersection with the East line of the Idaho Border, being located in Section 16, Township 2 North, Range 46 East.
- 5) Thence southerly along the East line of the Idaho Border, being common with the East line of Bonneville County, to a point of intersection with the South boundary of Bonneville County and the North line of Caribou County, Idaho, being located in Section 34, Township 4 South, Range 46 East.
- 6) Thence westerly along the south boundary of Bonneville County, being common with the South line of Township 4 South, Ranges 46 and 45 East to the Southwest corner of Section 31, Township 4 South, Range 45 East.
- 7) Thence northerly along the West line of Section 31, following the boundary of Bonneville County to the Southeast corner of Section 36, Township 4 South, Range 44 East.
- 8) Thence westerly along the south boundary of Bonneville County, being common with the South line of Township 4 South, Ranges 42, 43 and 44 East B.M. to the Southwest corner of Section 31, Township 4 South, Range 42 East to the intersection of the Bingham, Bonneville and Caribou County lines.
- 9) Thence northerly along the westerly boundary of Bonneville County, being the common line between ranges 41 and 42 East, to the Northwest corner of Section 6, Township 2 South, Range 42 East.
- 10) Thence westerly along the south boundary of Bonneville County, being common with the south line of Township 1 South, Ranges 40 and 41 East, to the Southwest corner of Section 31, Township 1 South, Range 40 East.
- 11) Thence northerly along the westerly boundary of Bonneville County, being a line common to Township 1 South, Ranges 39 and 40 East, to the Northwest corner of Section 6, Township 1 South, Range 40 East.
- 12) Thence westerly along the south boundary of Bonneville County, being common with the south line of Township 1 North, Ranges 38 and 39 East to the Southwest corner of Section 31, Township 1 North, Range 38 East.

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- 13) Thence northerly along the west boundary of Bonneville county, also being the common line between Township 1 North, Ranges 37 and 38 East, to the Norwest corner of Section 19, Township 1 North, Range 38 East.
- 14) Thence easterly along the north line of Section 19, Township 1 North, Range 37 East B.M. to the intersection of South 1st East Street.
- 15) Thence northeasterly following along South 1st East, East 73rd South and South Holmes to a point of intersection with to a point in-line with the south line of Sunrise Condominium Phase 2, recorded in Bonneville County as Instrument No. 764054.
- 16) Thence, easterly, along the south line of said Sunrise Condominium Phase 2 to the southwest corner of said Sunnyside Park Subdivision Division No. 2, recorded in Bonneville County as Instrument No. 734067.
- 17) Thence northerly, along the west line of Sunnyside Park Subdivision Division No. 2 to the southwest corner of Sunnyside Park Subdivision Division No. 1, recorded in Bonneville County as Instrument No. 321313.
- 18) Thence, northerly, along the west line of said Sunnyside Park Subdivision Division No. 1 to the intersection of Sunnyside Road.
- 19) Thence easterly along East Sunnyside Road to the intersection of a canal, being located just west of the intersection of South Stonegate Drive and East Sunnyside Road in Section 34, Township 2 North, Range 38 East.
- 20) Thence following along the canal in a general southerly and easterly direction to a point of intersection with East 49th South, being common with the South line of Section 34, Township 2 North, Range 38 East.
- 21) Thence easterly along East 49th South to the intersection of South Ammon Road, being common with the Southeast corner of Section 34, Township 2 North, Range 34 East.
- 22) Thence northerly along South Ammon Road to a point of intersection with East Sunnyside Road, being common with the Northeast corner of Section 34, Township 2 North, Range 38 East.
- 23) Thence easterly along East Sunnyside Road to an extension of the longitudinal centerline of Section 25, Township 2 North, Range 38 East.
- 24) Thence northerly along the longitudinal centerline to a point of intersection with East 21st South Street, being located in Section 25, Township 2 North, Range 38 East.
- 25) Thence westerly along East 21st South to a point of intersection with South 45th East, being located on the line common to Section 25 and Section 26, Township 2 North, Range 38 East.
- 26) Thence northerly along South 45th East to a point of intersection with 1st Street.

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- 27) Thence easterly along 1st Street being common with the South line of Section 13, Township 2 North, Range 38 East to the Southeast corner of said Section 13, also being a point of intersection with North 55th East.
- 28) Thence northerly along North 55th East, being common with the east lines of Section 13 and part of Section 12, Township 2 North, Range 38 East, to a point of intersection with Scoresby Avenue.
- 29) Thence westerly along Scoresby Avenue to a point of intersection with 1st Street.
- 30) Thence northerly along 1st Street to a point of intersection with East Owens Avenue.
- 31) Thence westerly along East Owens Avenue, also being known as East Iona Road, to a point of intersection with North 45th East, being located on the East line of Section 2, Township 2 North, Range 38 East.
- 32) Thence southerly along the section line common to Section 2 & 11, Township 2 North Range 38 East, following North 45th Street to the intersection with the Eastern Idaho Railroad Inc.
- 33) Thence continuing westerly along said railroad to a point of intersection with the west line of Lot 23, Block 2 of Summit Park Division No. 5, recorded in Bonneville County as Instrument No. 1151925.
- 34) Thence northerly along said west boundary of Lot 23, Block 2 to a point of intersection with East Larson Drive.
- 35) Thence westerly along East Larson Drive to a point of intersection with Tressel Drive.
- 36) Thence northerly along Tressel Drive to a point of intersection with East Sandy Drive.
- 37) Thence westerly along East Sandy Drive to a point of intersection with Treyeen Drive.
- 38) Thence northerly along Treyeen Drive to a point of intersection with Sweetbriar.
- 39) Thence westerly along Sweetbriar to a point of intersection with the west line of Lot 42, Block 3 of said Summit Park, Division No. 5.
- 40) Thence north, along said west line of Lot 42, Block 3 to the south line of Lot 36, Block 3 of Summit Park, Division No. 6, recorded in Bonneville County as Instrument No. 1169146.
- 41) Thence westerly, along said south line of Lot 36, Block 3 to the west line of said Lot 36, Block 3.
- 42) Thence northerly, along the west line of said Lot 36, Block 3 to the intersection of Skyview Drive.
- 43) Thence easterly along East Skyview Drive to a point of intersection with North Wildflower Drive.
- 44) Thence northerly along North Wildflower Drive to a point of intersection with East Pinnacle Drive.

IDAHO FALLS OFFICE
4141 SOUTH 58 WEST
IDAHO FALLS, ID 83402
208.715.4380

SALMON OFFICE
402 VAN DREFF STREET
SALMON, ID 83467
208.756.3070
INFO@BADGERAERIAL.COM

DRIGGS OFFICE
37 N FIRST ST E
DRIGGS, ID 83422
208-715-4380

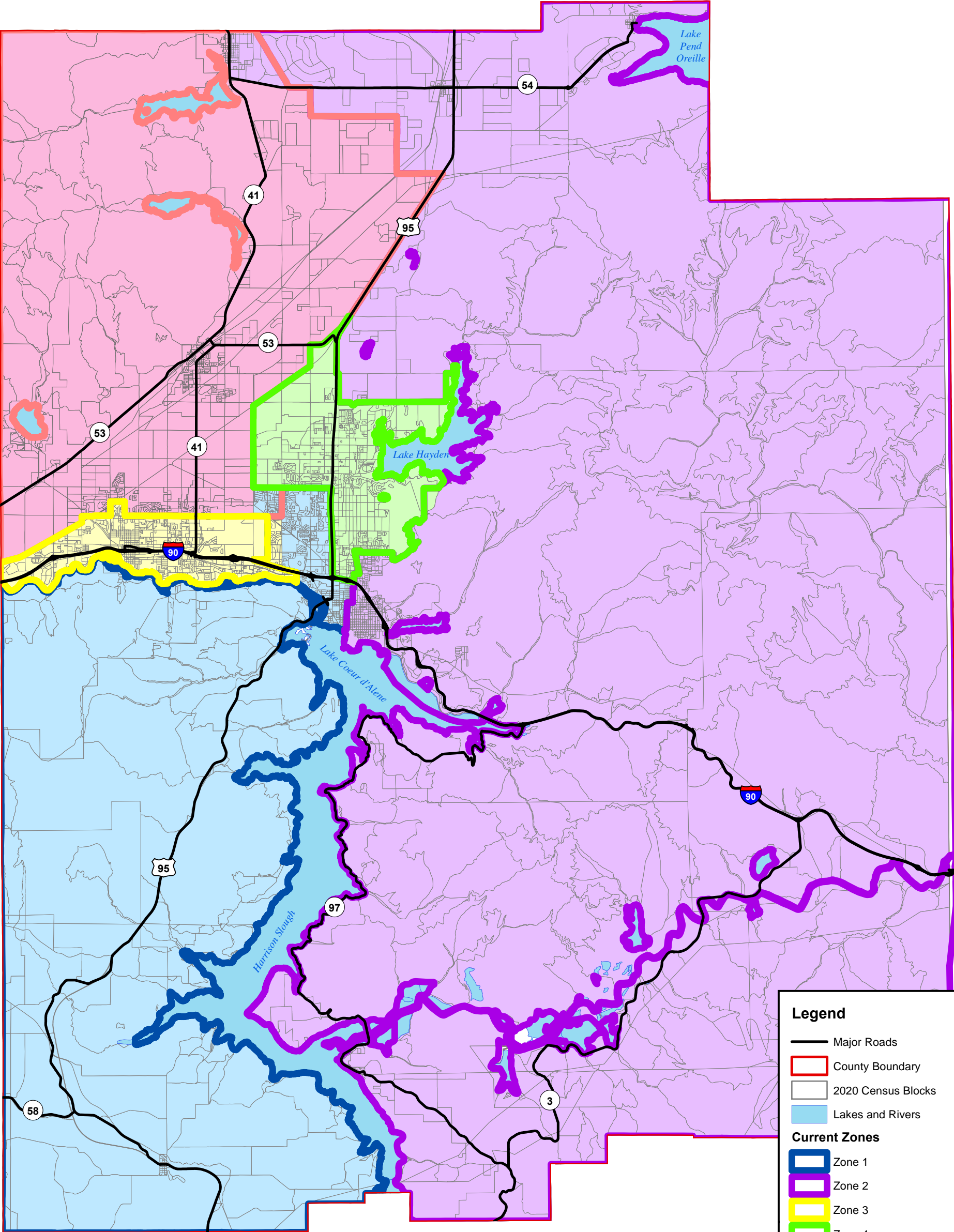


- 45) Thence easterly along East Pinnacle Drive to a point of intersection with North Segó Lily Drive.
- 46) Thence northerly along North Segó Lily Drive to a point of intersection with East Iona Road.
- 47) Thence easterly along East Iona Road, being common with the line between Sections 3 and 10, Township 2 North, Range 38 East, to a point of intersection with North Ammon Road, also being the Southeast corner of Section 3, common to Sections 2, 3, 10, & 11, Township 2 North, Range 38 East.
- 48) Thence northerly along North Ammon Road along the section line common to Sections 2 & 3, Township 2 North, Range 38 East, to a point of intersection with East 49th North, also being the Northeast Corner of said Section 3.
- 49) Thence westerly along East 49th North, common with the north line of Section 3, Township 2 North, Range 38 East, to a point of intersection with North 25th Street, also being the Northwest corner of said Section 3;
- 50)) Thence northerly along North 25th East, being common with the line to Sections 33 & 34, Township 3 North, Range 38 East, to the Northeast corner of said Section 33, being the intersection of North 25th Street and East 65th North.
- 51) Thence westerly along East 65th North being common with the north line of Section 33, Township 3 North, Range 38 East, to the Northwest corner of said Section 33, being a point of intersection with East 65th North and North 15th East.
- 52) Thence northerly along the section line common to Sections 28 & 29, following North 15th East, to the section corner common to Sections 20, 21, 28, & 29, Township 3 North, Range 38 East, at the intersection of North 15th East and East 81st North.
- 53) Thence westerly along East 81st North, being common with the north line of Sections 29 and 30, Township 3 North, Range 38 East, and extending westerly to a point of intersection with the thread of the Snake River.
- 54) Thence northerly along the thread of the Snake River to a point of intersection with the Jefferson and Bonneville County line, being located on the north line of Section 2, Township 3 North, Range 37 East.
- 55) Thence easterly along the boundary between Jefferson and Bonneville County Idaho to the Northwest corner of Section 1, Township 3 North, Range 37 East, to the **Point of Beginning**.

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 37 N FIRST ST E
 DRIGGS, ID 83422
 208-715-4380



Legend

Major Roads

County Boundary

2020 Census Blocks

Lakes and Rivers

Current Zones

Zone 1

Zone 2

Zone 3

Zone 4

Zone 5

Proposed Zones
(population, % diff. from zone with highest pop.)

Zone 1 (38,444, 1.2%)

Zone 2 (38,011, 2.3%)

Zone 3 (37,312, 4.1%)

Zone 4 (35,925, 7.7%)

Zone 5 (38,916, 0.0%)

Attachment B. DRAFT Alternative 1

This map was produced using information obtained from several different sources that have not been independently verified. These sources have also not provided information on the precision and accuracy of the data. Information on this map is not a substitute for survey data.

PRINT DATE

Nov 09, 2021

PROJECT NUMBER

21104-10

PROJECTION

NAD83 UTM Zone 11N

PROJECT MANAGER

T. Harju

CARTOGRAPHER

J. Berg

1:210,600

1 in = 17,550 ft

0

1.25

2.5

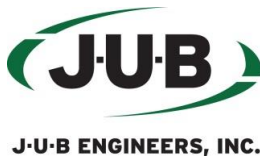
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ATTACHMENT B

NIC Redistricting

Proposed Alternative 1



J-U-B COMPANIES

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

EXHIBIT ____
LEGAL DESCRIPTION

NORTH IDAHO COLLEGE
TRUSTEE ZONE D1

December 8, 2021

(See Notes at the end of this Legal Description)

That portion of Kootenai County, Idaho described as follows:

BEGINNING at the southwest corner of Kootenai County, being the southwest corner of Section 36, Township 47 North, Range 6 West, Boise Meridian, Kootenai County, Idaho; thence north, along the west boundary of Kootenai County and also along the Idaho-Washington State Line, 120,700 feet, more or less, to the southerly shoreline of the Spokane River;

thence easterly, along said southerly shoreline 23,235 feet, more or less, to the west line of Section 4, Township 50 North, Range 5 West, B.M.;

thence continuing along said southerly shoreline 5,960 feet, more or less, to a point perpendicular to (when measured at right angles) the western-most end of Island No. 1, as said Island is identified on the plat of the Confirmed Claim of Frederick Post on file with the BLM (said island is the southerly large island near the Post Falls Dam);

thence northeasterly 325 feet, more or less, to said western-most point;

thence southeasterly, along the northerly shoreline of said island, 2,820 feet, more or less, to the eastern-most point of said island;

thence south 550 feet, more or less, to the southerly shoreline of the Spokane River;

thence easterly, along said shoreline 32,535 feet, more or less, to a point perpendicular to (when measured at right angles) to the western-most end of Harbor Island;

thence northeasterly 55 feet, more or less, to said western-most point;

thence easterly along the northerly shoreline of said Harbor Island, 3,655 feet, more or less, to the eastern-most point of said island;

thence south 120 feet, more or less, to said southerly shoreline of the Spokane River;

thence easterly, along said shoreline 9,080 feet, more or less, to a point on said southerly shoreline which intersects the southerly extension of the west line of Government Lot 1, Section 10, Township 50 North, Range 4 West, B.M.;

thence northerly, along the southerly extension of said Government Lot 1, across the Spokane River, 525 feet, more or less, to a point on the northerly shoreline of the Spokane River;

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thence easterly along said northerly shoreline 500 feet;

thence north 160 feet, more or less, to the southerly right-of-way line of the abandoned Burlington Northern Railroad;

thence easterly, along said southerly right-of-way line, 5,000 feet, more or less, to Beebe Blvd;

thence northeasterly 85 feet, more or less, to the abandoned Union Pacific Railroad (now known as the Centennial Trail);

thence westerly, northerly and northeasterly along said Centennial Trail 4,300 feet, more or less, to Interstate 90;

thence westerly along said Interstate 90, 3,250 feet, more or less, to Atlas Road;

thence northerly along said Atlas Road, 9,980 feet, more or less, to the southeast corner of Section 28, Township 51 North, Range 4 West, B.M.;

thence westerly, along the south line of said Section 28, 5,225 feet, more or less, to the southwest corner of said Section 28;

thence northerly, along the west line of said Section 28, 5,225 feet, more or less, to Prairie Avenue;

thence easterly, along said Prairie Avenue 14,410 feet, more or less, to U.S. Highway 95;

thence southerly, along said U.S. Highway 95, 16,650 feet, more or less, to Interstate 90;

thence southeasterly, along said Interstate 90, 4,030 feet, more or less, to North 7th Street;

thence south, along said North 7th Street, 1,120 feet, more or less, to East Locust Avenue;

thence westerly, along said Locust Avenue 180 feet, more or less to 7th Street;

thence southerly, along said 7th Street 2,610 feet, more or less to Harrison Avenue;

thence westerly, along said Harrison Avenue 1,050 feet, more or less to 4th Street;

thence southerly, along said 4th Street 4,960 feet, more or less to Front Avenue;

thence west, along said East Front Avenue, 360 feet, more or less, to South 3rd Street;

thence south, along the southerly extension of said South 3rd Street, 455 feet, more or less, to the shoreline of Lake Coeur d'Alene;

thence westerly, along said shoreline of Lake Coeur d'Alene, 6,150 feet, more or less, to the east shoreline of the Spokane River;

thence westerly, across the Spokane River, 760 feet, more or less, to the intersection of the west shoreline of the Spokane River and the shoreline of Lake Coeur d'Alene;

thence along the westerly shoreline of said Lake Coeur d'Alene 305,220 feet, more or less, to the south boundary of Kootenai County, being the south line of Section 30, Township 47 North, Range 3 West, B.M.;

thence west along the south boundary of Kootenai County, also being the south line of said Section 30, 2,000 feet, more or less, to the southwest corner of said Section 30 and a point of the east line of Section 25, Township 47 North, Range 4 West, B.M.;

thence south, along said east line of Section 25, 1,880 feet, more or less, to the southeast corner thereof;

thence west, along the south line of said Section 25 and the south line of Section 26 of Township 47 North, Range 4 West, B.M., 10,515 feet, more or less, to the southwest corner of said Section 26;

thence south along the east line of Section 34, Township 47 North, Range 4 West, B.M., 5,205 feet to the southeast corner thereof;

thence west, along the south line of Township 47 North, Range 4 West, 21,100 feet, more or less, to the southwest corner thereof;

thence continuing west, along the south line of Township 47 North, Range 5 West, 31,500 feet, more or less, to the southwest corner thereof;

thence continuing west, along the south line of Section 36, Township 47 North, Range 6 West, 4,100 feet, more or less, to the southwest corner thereof, and the POINT OF BEGINNING.

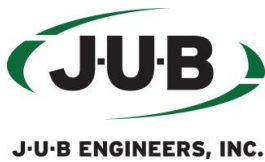
NOTES:

1. This legal description was prepared for the sole purpose of describing an area to be included within a voting district. It is not intended to be used for any type of property conveyance. The dimensions, directions, etc. were derived from a GIS source, and are approximate in nature. They are provided for convenience and clarity only. The calls to features, political boundaries and the Public Land Survey System are paramount. No surveying was performed for the preparation of this document.
2. Calls to Roads, Creeks, Highways, Streets, Railroads, etc. shall run to and along the centerline of the feature, unless specified otherwise in the legal description.
3. Calls to the 'shoreline' are intended to run to along the 'Ordinary High Water Line' of the referenced body of water, unless specified otherwise.
4. The zone boundaries follow U.S. Census Bureau Census Block boundaries except where minor deviation is necessary in the rare occasions where the Census Blocks do not follow established features suitable for use in a legal description. In such cases, it has been verified that the residence count does not deviate from what is calculated and reported. The residence counts for each zone are tallied from the data for the Census Blocks as provided by the U.S. 2020 Decennial Census. Since each county residence address can be identified by the unique Census Block it is within, each residence can be uniquely assigned to a trustee zone as described.



Digitally signed on:
12/08/2021





J-U-B COMPANIES

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

EXHIBIT ____
LEGAL DESCRIPTION

NORTH IDAHO COLLEGE
TRUSTEE ZONE D2

December 8, 2021

(See Notes at the end of this Legal Description)

That portion of Kootenai County, Idaho described as follows:

BEGINNING at the southeast corner of Kootenai County, being the southeast corner of Section 16, Township 47 North, Range 1 East, B.M., Kootenai County, Idaho; thence west, along the south boundary of Kootenai County and the south boundary of Township 47 North, Range 1 East, B.M., 16,000 feet, more or less, to the southwest corner of Section 18, Township 47 North, Range 1 East, B.M., said point being on the east line of Section 13, Township 47 North, Range 1 West, B.M.;

thence south, along the east line of said Section 13, 200 feet, more or less, to the southeast corner thereof;

thence west, along the south line of Sections 13, 14, 15, 16, 17 and 18 of Township 47 North, Range 1 West, B.M., 32,000 feet, more or less, to the southwest corner of said Section 18;

thence north, along the west line of said Section 18, 435 feet, more or less, to the southeast corner of Section 13, Township 47 North, Range 2 West, B.M.;

thence west, along the south line of Sections 13, 14 and 15 of Township 47 North, Range 2 West, B.M., 15,750 feet, more or less, to the southwest corner of said Section 15;

thence south, along the east line of Section 21, Township 47 North, Range 2 West, B.M., 5,250 feet, more or less, to the southeast corner thereof;

thence west, along the south line of Sections 21 and 20, Township 47 North, Range 2 West, B.M., 10,590 feet, more or less, to the southwest corner of said Section 20;

thence south, along the east line of Sections 30 and 31, Township 47 North, Range 2 West, B.M., 10,435 feet, more or less, to the southeast corner of Said Section 31;

thence west, along the south line of said Section 31, 5,280 feet, more or less, to the southwest corner thereof;

thence west, along the south line of Sections 36, 35, 34 and 33 of Township 47 North, Range 3 West, B.M., 20,170 feet, more or less, to the easterly shoreline of Lake Coeur d'Alene;

thence northwesterly, along said easterly shoreline, 1,075 feet, more or less, to the west line of said Section 33 of Township 47 North, Range 3 West, B.M.;

thence north, along the west line of said Section 33, 4,675 feet, more or less, to the northwest corner thereof;

thence west, along the south line of Section 29, 865 feet, more or less, to the easterly shoreline of Lake Coeur d'Alene;

thence northerly, along said easterly shoreline 315,980 feet, more or less, to the point of intersection with said shoreline and the southerly extension of South 3rd Street in Coeur d'Alene, Idaho;

thence north, along said southerly extension of South 3rd Street, 455 feet, more or less, to Front Avenue in Coeur d'Alene;

thence east, along said Front Avenue, 360 feet, more or less, to South 4th Street;

thence north, along said 4th Street, 4960 feet, more or less, to Harrison Avenue;

thence east, along said Harrison Avenue, 1,055 feet, more or less, to North 7th Street;

thence north, along said North 7th Street, 2,625 feet, more or less, to East Locust Avenue;

thence east, along said Locust Avenue, 185 feet, more or less, to North 7th Street;

thence north, along said North 7th Street, 2,655 feet, more or less, to East Best Avenue;

thence east, along said East Best Avenue, 750 feet, more or less, to North Honeysuckle Drive;

thence northwesterly, along said North Honeysuckle Drive, 4,720 feet, more or less, to East Timber Lane;

thence east, along said East Timber Lane, 1,190 feet, more or less, to the west boundary of Government Lot 1, Section 1, Township 50 North, Range 4 West, B.M.;

thence south, along the westerly boundary of said Government Lot 1, 650 feet, more or less, to the southwest corner thereof;

thence easterly along the south boundary of said Government Lot 1, 1,320 feet, more or less, to the southeast thereof, said point being the intersection of 15th Street and East Thomas Lane;

thence continuing east, along said East Thomas Lane, 4,605 feet, more or less, to North Maple Leaf Road;

thence south, along said North Maple Leaf Road, 1,320 feet, more or less, to East Nettleton Gulch Road;

thence northeasterly, along said East Nettleton Gulch Road, 18,680 feet, more or less, to the east line of the NE1/4 of Section 32, Township 51 North, Range 3 West, B.M.;

thence northeasterly, 2,875 feet more or less to the head of Windy Creek;

thence continuing northeasterly, along said Windy Creek, 970 feet, more or less, to the southerly shoreline of Hayden Lake;

thence easterly and northerly, along the easterly shoreline of said Hayden Lake, 87,920 feet, more or less, to Hayden Creek;

thence westerly and southerly, continuing along the shoreline of said Hayden Lake, 11,200 feet, more or less, to the south line of Section 34, Township 52 North, Range 3 West, B.M.;

thence west 665 feet, more or less, to the southeast corner of Section 33, Township 52 North, Range 3 West, B.M.;

thence south, along said east line of Section 33, 1,450 feet, more or less, to the southeast corner thereof;

thence west, along the south line of said Section 33, 1,305 feet, more or less, to East Hayden Lake Road;

thence south, along said East Hayden Lake Road, 5,230 feet, more or less, to East Lancaster Road;

thence west, along said East Lancaster Road, 20,200 feet, more or less, to North Government Way;

thence north, along said North Government Way, 5,360 feet, more or less, to West Boekel Road;

thence west, along said West Boekel Road, 435 feet, more or less, to U.S. Highway 95;

thence northerly, along said U.S. Highway 95, 42,830 feet, more or less, to East Brunner Road;

thence west, along said Brunner Road, 8,505 feet, more or less, to North Clagstone Road;

thence north, along said North Clagstone Road, 10,615 feet, more or less, to East Remington Road;

thence west, along said East Remington Road, 16,010 feet, more or less, to North Ramsey Road;

thence north, along said North Ramsey Road, 5,310 feet, more or less, to State Highway 54;

thence westerly, along said State Highway 54, 15,000 feet, more or less, to North Highway 41;

thence north, along said North Highway 41, 8,970 feet, more or less, to West Harrison Street and the north line of Township 53 North, Range 4 West, B.M.;

thence east, along the north line of Township 53 North, Range 4 West, B.M., 26,200 feet, more or less, to the northeast corner of Section 1 of said Township 53 North, Range 4 West, B.M.;

thence continuing east, along the north line of Township 53 North, Range 3 West, B.M., 31,920 feet, more or less, to the northeast corner thereof;

thence north, along the west line of Section 31, Township 54 North, Range 2 West B.M., 5,235 feet, more or less, to the northwest corner thereof;

thence east, along the north line of Sections 31, 32, 33, 34, 35 and 36 of Township 54 North, Range 2 West, B.M., 31,540 feet, more or less, to the northeast corner of said Section 36;

thence south, along the east line of said Section 36, 2,280 feet, more or less, to the westerly shoreline of Lake Pend Oreille;

thence westerly and southerly, along said shoreline, 63,380 feet, more or less, to the west line of Section 7, Township 53 North, Range 1 West, B.M.;

thence south along the west line of said Section 7 and Sections 18, 19, 30 and 31 of said Township 53 North, Range 1 West, B.M., 21,350 feet, more or less, to the southwest corner of said Section 31;

thence east, along the south line of said Township 53 North, Range 1 West, B.M., 26,770 feet, to the southeast corner thereof;

thence continuing east, along the south line of Township 53 North, Range 1 East, B.M., 16,400 feet, to the Southeast corner of Section 33 of said Township;

thence continuing east, along the south line of said Township 53 North, Range 1 East, B.M. 510 feet, more or less to the northeast corner of Section 4, Township 52 North, Range 1 East, B.M.;

thence south along the east boundary of Kootenai County, 173,775 feet, more or less, to the POINT OF BEGINNING.

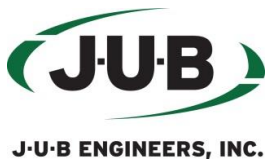
NOTES:

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2. Calls to Roads, Creeks, Highways, Streets, Railroads, etc. shall run to and along the centerline of the feature, unless specified otherwise in the legal description.
3. Calls to the 'shoreline' are intended to run to along the 'Ordinary High Water Line' of the referenced body of water, unless specified otherwise.
4. The zone boundaries follow U.S. Census Bureau Census Block boundaries except where minor deviation is necessary in the rare occasions where the Census Blocks do not follow established features suitable for use in a legal description. In such cases, it has been verified that the residence count does not deviate from what is calculated and reported. The residence counts for each zone are tallied from the data for the Census Blocks as provided by the U.S. 2020 Decennial Census. Since each county residence address can be identified by the unique Census Block it is within, each residence can be uniquely assigned to a trustee zone as described.

Jeremy Russell

Digitally signed on:
12/08/2021





J-U-B COMPANIES

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

EXHIBIT ____
LEGAL DESCRIPTION

NORTH IDAHO COLLEGE
TRUSTEE ZONE D3

December 8, 2021

(See Notes at the end of this Legal Description)

That portion of Kootenai County, Idaho described as follows:

BEGINNING at the intersection of the northerly shoreline of the Spokane River, and the west boundary of Kootenai County;

thence easterly, along said northerly shoreline 27,355 feet, more or less, to a point perpendicular to (when measured at right angles) the western-most end of Island No. 2, as said Island is identified on the plat of the Confirmed Claim of Frederick Post on file with the BLM (said island is the northerly large island near the Post Falls Dam);

thence southeasterly 230 feet, more or less, to said western-most point;

thence southeasterly, along the southerly shoreline of said island, 4,300 feet, more or less, to the eastern-most point of said island;

thence east, 460 feet, more or less, to the northerly shoreline of the Spokane River;

thence easterly, along said shoreline, 35,400 feet, more or less, to a point on said northerly shoreline which intersects the west line of Government Lot 1, Section 10, Township 50 North, Range 4 West, B.M.;

thence northerly, along the southerly extension of said Government Lot 1, across the Spokane River, 525 feet, more or less, to a point on the northerly shoreline of the Spokane River;

thence easterly along said northerly shoreline 500 feet;

thence north 160 feet, more or less, to the southerly right-of-way line of the abandoned Burlington Northern Railroad;

thence easterly, along said southerly right-of-way line, 5,000 feet, more or less, to Beebe Blvd;

thence northeasterly 85 feet, more or less, to the abandoned Union Pacific Railroad (now known as the Centennial Trail);

thence westerly, northerly and northeasterly along said Centennial Trail 4,300 feet, more or less, to Interstate 90;

thence westerly along said Interstate 90, 3,250 feet, more or less, to Atlas Road;

thence northerly along said Atlas Road, 9,980 feet, more or less, to the southeast corner of Section 28, Township 50 North, Range 4 West, B.M.;

thence westerly, along the south line of said Section 28, 5,225 feet, more or less, to the southwest corner of said Section 28, said point being the intersection of North Huetter Road and East Poleline Avenue;

thence west, along said West Poleline Avenue, 23,920 feet, more or less, to North Spokane Street;

thence north, along said North Spokane Street, 2,650 feet, more or less, to West Grange Avenue;

thence west, along said West Grange Avenue, 2,640 feet, more or less, to North Chase Road;

thence south, along said North Chase Road, 2,640 feet, more or less, to West Poleline Avenue;

thence west, along said West Poleline Avenue, 3,100 feet, more or less, to the Spokane International Railroad right-of-way;

thence southwesterly along said right-of-way, 900 feet, more or less, to the Burlington Northern Railroad right-of-way;

thence northwesterly along said right-of-way 590 feet, more or less, to West Poleline Avenue;

thence west along said West Poleline Avenue, 1,020 feet to North McGuire Road;

thence south, along said North McGuire Road, 1,255 feet, more or less, to said Spokane International Railroad right-of-way;

thence southwesterly, along said right-of-way, 16,950 feet, more or less, to the west boundary of Kootenai County, also being the Idaho-Washington State line;

thence south, along said west boundary of Kootenai County, 3,260 feet, more or less, to the POINT OF BEGINNING.

NOTES:

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Digitally signed on:
12/08/2021





J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT ____
LEGAL DESCRIPTION

NORTH IDAHO COLLEGE
TRUSTEE ZONE D4

December 8, 2021

(See Notes at the end of this Legal Description)

That portion of Kootenai County, Idaho described as follows:

BEGINNING at the intersection of West Prairie Avenue and North Atlas Road, said point being the southeast corner of Section 21, Township 51 North, Range 4 West, B.M.; thence east, along said West Prairie Avenue, 9,200 feet, more or less, to U.S. Highway 95;

thence southerly, along said U.S. Highway 95, 16,650 feet, more or less, to Interstate 90;

thence southeasterly, along said Interstate 90, 4,030 feet, more or less, to North 7th Street;

thence north, along said North 7th Street, 1,530 feet, more or less, to East Best Avenue;

thence east on said East Best Avenue, 1,050 feet, more or less, to North Honeysuckle Drive;

thence northwesterly, along said North Honeysuckle Drive, 4,720 feet, more or less, to East Timber Lane;

thence east, along said East Timber Lane, 1,190 feet, more or less, to the west boundary of Government Lot 1, Section 1, Township 50 North, Range 4 West, B.M.;

thence south, along the westerly boundary of said Government Lot 1, 650 feet, more or less, to the southwest corner thereof;

thence easterly along the south boundary of said Government Lot 1, 1,320 feet, more or less, to the southeast thereof, said point being the intersection of 15th Street and East Thomas Lane;

thence continuing east, along said East Thomas Lane, 4,605 feet, more or less, to North Maple Leaf Road;

thence south, along said North Maple Leaf Road, 1,320 feet, more or less, to East Nettleton Gulch Road;

thence northeasterly, along said East Nettleton Gulch Road, 18,680 feet, more or less, to the east line of the NE1/4 of Section 32, Township 51 North, Range 3 West, B.M.;

thence northeasterly, 2,875 feet more or less to the head of Windy Creek;

thence continuing northeasterly, along said Windy Creek, 970 feet, more or less, to the southerly shoreline of Hayden Lake;

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thence easterly and northerly, along the easterly shoreline of said Hayden Lake, 87,920 feet, more or less, to Hayden Creek;

thence westerly and southerly, continuing along the shoreline of said Hayden Lake, 11,200 feet, more or less, to the south line of Section 34, Township 52 North, Range 3 West, B.M.;

thence west 665 feet, more or less, to the southeast corner of Section 33, Township 52 North, Range 3 West, B.M.;

thence south, along said east line of Section 33, 1,450 feet, more or less, to the southeast corner thereof;

thence west, along the south line of said Section 33, 1,305 feet, more or less, to East Hayden Lake Road;

thence south, along said East Hayden Lake Road, 5,230 feet, more or less, to East Lancaster Road;

thence west, along said East Lancaster Road, 20,200 feet, more or less, to North Government Way;

thence north, along said North Government Way, 5,360 feet, more or less, to West Boekel Road;

thence west, along said West Boekel Road, 435 feet, more or less, to U.S. Highway 95;

thence northerly, along said U.S. Highway 95, 11,350 feet, more or less, to East Garwood Road;

thence west, along said East Garwood Road, 300 feet, more or less, to Old Highway 95;

thence southwesterly, along said Old Highway 95, 4,640 feet, more or less, to State Highway 53;

thence westerly, along said State Highway 53, 5,000 feet, more or less, to Ramsey Road;

thence south, along said Ramsey Road, 3,915 feet, more or less, to the Union Pacific Railroad tracks;

thence southwesterly, along said Union Pacific Railroad tracks, 12,850 feet, more or less, to North Huetter Road;

thence south, along said North Huetter Road, 15,200 feet, more or less, to West Prairie Avenue;

thence east, along said West Prairie Avenue, 5,270 feet, more or less, to Atlas Road, said point being the POINT OF BEGINNING.

NOTES:

1. This legal description was prepared for the sole purpose of describing an area to be included within a voting district. It is not intended to be used for any type of property conveyance. The dimensions, directions, etc. were derived from a GIS source, and are approximate in nature. They are provided for convenience and clarity only. The calls to features, political boundaries and the Public Land Survey System are paramount. No surveying was performed for the preparation of this document.
2. Calls to Roads, Creeks, Highways, Streets, Railroads, etc. shall run to and along the centerline of the feature, unless specified otherwise in the legal description.

3. Calls to the 'shoreline' are intended to run to along the 'Ordinary High Water Line' of the referenced body of water, unless specified otherwise.
4. The zone boundaries follow U.S. Census Bureau Census Block boundaries except where minor deviation is necessary in the rare occasions where the Census Blocks do not follow established features suitable for use in a legal description. In such cases, it has been verified that the residence count does not deviate from what is calculated and reported. The residence counts for each zone are tallied from the data for the Census Blocks as provided by the U.S. 2020 Decennial Census. Since each county residence address can be identified by the unique Census Block it is within, each residence can be uniquely assigned to a trustee zone as described.


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12/08/2021





J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT ____
LEGAL DESCRIPTION

NORTH IDAHO COLLEGE
TRUSTEE ZONE D5

December 8, 2021

(See Notes at the end of this Legal Description)

That portion of Kootenai County, Idaho described as follows:

BEGINNING at the northwest corner of Kootenai County, being the northwest corner of Section 1, Township 53 North, Range 6 West, B.M., Kootenai County, Idaho; thence east along the north boundary of Kootenai County, 42,300 feet, more or less, to North Highway 41;

thence southeasterly and southerly along said North Highway 41, 8,990 feet, more or less, to State Highway 54;

thence easterly, along said State Highway 54, 15,000 feet, more or less, to North Ramsey Road;

thence south, along said North Ramsey Road, 5,310 feet, more or less, to West Remington Road;

thence east, along said West Remington Road, 16,010 feet, more or less, to North Clagstone Road;

thence south, along said North Clagstone Road, 10,615 feet, more or less, to East Brunner Road;

thence east, along said East Brunner Road, 8,505 feet, more or less, to U.S. Highway 95;

thence southwesterly, along said U.S. Highway 95, 31,490 feet, more or less, to East Garwood Road;

thence west, along said East Garwood Road, 300 feet, more or less, to Old Highway 95;

thence southwesterly, along said Old Highway 95, 7,850 feet, more or less, to State Highway 53;

thence westerly, along said State Highway 53, 1,875 feet, more or less, to Ramsey Road;

thence south, along said Ramsey Road, 3,915 feet, more or less, to the Union Pacific Railroad right-of-way;

thence southwesterly, along said Union Pacific Railroad right-of-way, 12,850 feet, more or less, to North Huetter Road;

thence south, along said North Huetter Road, 20,950 feet, more or less, to East Poleline Avenue;

thence west, along said West Poleline Avenue, 23,920 feet, more or less, to North Spokane Street;

thence north, along said North Spokane Street, 2,650 feet, more or less, to West Grange Avenue;

thence west, along said West Grange Avenue, 2,640 feet, more or less, to North Chase Road;

thence south, along said North Chase Road, 2,640 feet, more or less, to West Poleline Avenue;

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thence west, along said West Poleline Avenue, 3,100 feet, more or less, to the Spokane International Railroad right-of-way;

thence southwesterly along said right-of-way, 900 feet, more or less, to the Burlington Northern Railroad right-of-way;

thence northwesterly along said right-of-way 590 feet, more or less, to West Poleline Avenue;

thence west along said West Poleline Avenue, 1,020 feet to North McGuire Road;

thence south, along said North McGuire Road, 1,255 feet, more or less, to said Spokane International Railroad right-of-way;

thence southwesterly, along said right-of-way, 16,950 feet, more or less, to the west boundary of Kootenai County, also being the Idaho-Washington State line;

thence north, along said west boundary of Kootenai County, 98,785 feet, more or less, to the POINT OF BEGINNING.

NOTES:

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3. Calls to the 'shoreline' are intended to run to along the 'Ordinary High Water Line' of the referenced body of water, unless specified otherwise.
4. The zone boundaries follow U.S. Census Bureau Census Block boundaries except where minor deviation is necessary in the rare occasions where the Census Blocks do not follow established features suitable for use in a legal description. In such cases, it has been verified that the residence count does not deviate from what is calculated and reported. The residence counts for each zone are tallied from the data for the Census Blocks as provided by the U.S. 2020 Decennial Census. Since each county residence address can be identified by the unique Census Block it is within, each residence can be uniquely assigned to a trustee zone as described.



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PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JANUARY 6, 2022

SUBJECT

ARP ESSER SEA Set Aside Funding Request

REFERENCE

August 2017	Board approved Idaho's ESSA Plan, including a new state and federal accountability system that utilizes multiple measures to identify schools for recognition and support.
December 2018	Board received the Accountability Oversight Committee's FY 2019 Report, including student achievement data and an analysis on the first year of implementation of the state's new K-12 school accountability system.
February 2019	Board approved amendments to the ESSA Plan, based on recommendations from the Assessment and Accountability team at the SDE and the Accountability Oversight Committee.
June 2020	Board received the Accountability Oversight Committee's FY 2020 Report with recommendations regarding assessment and accountability, as related to analysis of the data in the SDE's 2018-2019 Student Achievement Report.
February 2021	Board adopted recommendations from the Accountability Oversight Committee related to the state's high school accountability assessment, thus initiating the negotiated rulemaking process for IDAPA 08.02.03 – Section 111, Assessment in the Public Schools.
April 2021	Board adopted recommendations from the Accountability Oversight Committee related to the K-8 school quality measure used for school identification, thus initiating the negotiated rulemaking process for IDAPA 08.02.03 – Section 112, Accountability.
June 2021	Board reviewed the Accountability Oversight Committee's FY 21 Report, including recommendations for the FY 22 Report and review of data on the impact of the pandemic on student outcomes and approved Idaho's ARP Act ESSER State Plan.
October 2021	Board approved use of ARP ESSER SEA Set Aside funds for the Accountability Oversight Committee's use and an Accelerated Math Collaborative and approved the distribution methodology for 2.5% of the funds for LEA's who receive no or low funds through the US DOE Title I methodology.

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS

JANUARY 6, 2022

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-110, Idaho Code

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. Of the \$439,942,041 allocated to Idaho, 90% (\$395,947,837) was required to be distributed directly to the local education agencies based on the US Department of Education's Title I methodology and 10% (\$43,994,204) could be set aside to be used by the state education Agency (SEA). The 10% SEA Set Aside is required to be used in the following manner:

- 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 after school 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 SEA to address issues responding to coronavirus, which may be addressed through the use of grants or contracts."

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.

The Unfinished Learning Work Group, co-chaired by Dr. Clark and Greg Wilson have been working to identify strategies for tackling the unfinished learning experienced by our students during the pandemic and identifying state level support for educators in alignment with the Board's ARP Act ESSER State Plan (State Plan). As part of this work, they are in the process of developing various recommendations for the Board's consideration on the usage of the 10% SEA Set Aside that align with the usage of the funds identified in the State Plan. To date, the Board has earmarked the following portions of the set aside for use:

Total 10% SEA Set Aside	\$43,994,204	Proposed Use	Remaining
3% of Total - Emergency Needs	\$13,198,261	2.5% Non-Title, Low-Title \$10,998,551	\$2,199,710
5% of Total - Learning Loss	\$21,997,102	AOC Use \$100,000 Mathematics Accelerated Learning Collaborative \$3,500,000	\$18,397,102
1% of Total - Summer Enrichment	\$4,399,420		\$4,399,420
1% of Total - After School Programs	\$4,399,421		\$4,399,421

PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JANUARY 6, 2022

At the October 2021 Regular Board meeting, the Board approved recommendations for funding an accelerated learning mathematics collaborative, and set the methodology for distributing 2.5% of the funds to LEAs that received low or no funds based on the US Department of Education Title I methodology used for distributing the 90% of the to the LEAs. This request is to earmark an additional \$1.6M for a statewide professional development platform over the next two years the funds are available; \$100,000 to contract for the development of a dyslexia handbook in alignment with the work of the Dyslexia Workgroup chaired by Dr. Clark, this handbook will help in providing tools to educators on accelerating learning for this group of students; and \$20M to aid in enhancement to ISEE to held in the collection and reporting of data from the LEAs as required by the ARP Act ESSER Fund. In addition to these three funding requests the STEM Action Center has submitted a request for \$4.4M toward a Summer Learning Program, the program would be a collaboration between the STEM Action Center, the Idaho Commission for Libraries and the Idaho Out-of-School Network. While the majority of this work is targeted toward a summer learning and enrichment program the work would also be leveraged and made available for after school programs.

IMPACT

Approval of these requests would allow the Office of the State Board of Education to direct funding, up to the amounts specified for these initiatives. All state procurement laws will be followed in the selection of applicable vendors prior to the distribution of funds.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The Unfinished Learning Work Group recommendations focus on the three areas the Board identified as priority areas for addressing the student impacts due to the pandemic. The three areas of focus are:

- Accelerated Learning/Grow – Kindergarten – Grade 4 Literacy
- Accelerated Learning – Grades 4-9 Mathematics
- High School Credit Recovery

The funding request cover multiple areas the US Department of Education requires the funds be set aside for, due to this, the funding for some initiatives has been broken over the multiple categories that make up the 10% SEA Set Aside. Funding would come from the various categories of use as follows:

Total 10% SEA Set Aside	\$43,994,204	Proposed Use	Remaining
3% of Total - Emergency Needs	\$13,198,261	2.5% Non-Title, Low-Title \$10,998,551 Statewide PD and mentoring Platform \$1,600,000	\$599,710
5% of Total - Learning Loss	\$21,997,102	AOC Use \$100,000 Mathematics Accelerated Learning Collaborative \$3,500,000 Dyslexia Handbook \$100,000 ISEE Enhancements \$18,000,000	\$297,102
1% of Total - Summer Enrichment	\$4,399,420	ISEE Enhancement \$1,000,000	\$0

**PLANNING, POLICY AND GOVERNMENTAL AFFAIRS
JANUARY 6, 2022**

		Summer/After School Learning Initiative \$3,399,420	
1% of Total - After School Programs	\$4,399,421	ISEE Enhancement \$1,000,000 Summer/After School Learning Initiative \$1,000,579	\$2,398,842
Remaining Funds to be Allocated			\$3,295,653

The amounts identified are “up to” amounts; once the state procurement process is completed and the actual dollar amounts are obligated, any unobligated funds will be released for the Board’s reconsideration on use for other identified priorities in alignment with the State Plan.

Staff recommends approval.

BOARD ACTION

I move to approve up to \$1.6M of the ARP ESSER SEA set aside funds for use toward a statewide professional development and mentoring platform; up to \$20M for use toward ISEE enhancement for collection and reporting data required by the ARP ESSER Act; \$4.4M toward the Summer Learning initiative in substantial conformance to Attachment 1; and \$100,000 toward the development of a dyslexia handbook and to authorize Board staff to direct the use of these funds.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

*Idaho ARP State Plan Proposal for ESSER III
Evidence-Based Summer Learning and Enrichment Programs
July 2021*

***EMPOWERING SUMMER ENRICHMENT: IDAHO'S OUT-OF-SCHOOL NETWORKS
COLLABORATE TO ADDRESS UNFINISHED LEARNING***

The Idaho Out-of-School Network, Idaho Commission for Libraries, and Idaho STEM Action Center propose a statewide partnership to empower summer and out-of-school time learning across Idaho. Each has a solid track record of success using networks and local partnerships to minimize the summer slide and reach underserved students throughout the state. Students spend 80% of their time outside of school and these partners are uniquely poised to help mitigate the impacts of lost school time and unfinished learning. These organizations are now seeking funds to work together to accomplish the following goals: 1) Identify programs and gaps in services across the state; 2) Tailor existing high-quality programs, tools and practices to address those gaps; 3) Disseminate these tools and practices to all youth programs in the state, and 4) Provide training to educational agencies and community-based service providers, with the goal of embedding these high quality practices and tools in ARP-funded programs in Idaho.

This proposal will leverage the strengths and knowledge of existing community-based organizations across the state. As a result of this program, students and families will have improved access to services already established in their communities, even as funding for those services might shift and change over time. These partners will leverage the \$4.4 million in ARP Summer Learning set aside funds for evidence-based summer learning and enrichment programs.

How Requested Funds Will be Used:

Idaho Out-of-School Network will be the lead partner on 3 Tasks and will expend a total of \$2,150,000.

The Idaho Out-of-School Network (ION), established in 2013, is the State's only Network supporting the out-of-school time field and professionals and serves over 525 programs statewide, providing guidance on quality, technical assistance and training and assistance with sustainability planning and data collection.

ION is currently distributing \$1.5 million of ARP funds to afterschool programs serving 5-13 year old youth. These funds are from the Idaho Department of Health and Welfare for school year enrichment specifically to address social and emotional needs and unfinished learning in out-of-school time. ION received more requests than they were able to award with this funding.

If granted the total amount of \$2,150,000 from ESSER III funds, ION will lead the following tasks in this partnership:

- 1) Facilitate and distribute the *Summer of Innovation* in Out-of-School Time Grants;
- 2) Provide training and technical assistance to grantees to build capacity and support program quality using the *Idaho Out-of-School Time Building Blocks for Quality* training, and ensure consistent evidence based practices (EBP) in out-of-school programs. ION will share EBP and resources from the Summer Learning and Enrichment Collaborative with youth services program

*Idaho ARP State Plan Proposal for ESSER III
Evidence-Based Summer Learning and Enrichment Programs
July 2021*

across the state. These will be disseminated through the Behavior Management Institute, Power Up Summit, and on-line and in person technical assistance to all grantees, including grantees of ICfL and the Idaho STEM Action Center;

3) Lead data collection and evaluation of impacts for the \$4.4 million of the ESSER III funds supporting out-of-school time and summer learning initiatives.

ION is a program of Jannus Inc., based in Boise, which supports programs statewide. In December, ION's program staff (and a Jannus accountant) will attend a State-endorsed training in fiscal management of stimulus funds to ensure all fiduciary obligations and record keeping are met at the highest level of fidelity.

Idaho Commission for Libraries (ICfL) will lead Task 4 of this proposal and expend \$750,000.

Over 100,000 Idaho youth participate in free library summer reading programs annually helping students maintain or improve the reading skills they develop during the school year. Library summer reading programs have been part of the fabric of nearly every Idaho community for decades and research shows that children who actively participate reduce their summer learning loss. ICfL has been a longtime supporter of these programs by providing training and support for outreach programs aimed at reaching underserved children at summer food distribution sites and through partnerships with Boys and Girls Clubs and other out-of-school learning programs.

ARP funds in the amount of \$750,000 would allow the ICfL to build the capacity and implementation of best practices for library summer learning programs and help keep more school libraries open during the summer months. Funds would be awarded through competitive tier grants based on population size and would help fund personnel needed to expand access to serve more youth with an emphasis on underserved children and communities, provide more hands-on learning activities, and ensure that more books are available for Idaho students and families. Grants would be made available to over 700 public, school, and tribal libraries statewide. The ICfL would utilize a portion of these funds to aid training efforts and enhance turn-key programs and resources that increase participation of smaller libraries.

Idaho STEM Action Center will lead Task 5 and expend \$1,500,000.

STEM educational opportunities build 21st century skills such as problem solving, critical thinking, and innovation, while helping students build content knowledge in science, technology, engineering, and math. Research shows that integrated STEM learning improves math and reading scores, which are lead predictors of student success. A key component of the STEM education landscape is out-of-school programs and summer opportunities such as camps, robotics clubs, competitions, and other youth programs offer hands-on, real-world applications of STEM knowledge. STEM Action Center works with out-of-school organizations across the state to expand these offerings and provide access to underserved students. ARPA funding would allow STEM AC to serve more students, especially in underserved and rural communities. This expansion of programming would provide the long-term infrastructure to continue offering these programs in more communities throughout the state. STEM Action Center would provide funds to after school and summer programs through a grant program. To ensure regional and local needs are being met through this grant opportunity, STEM AC would utilize the Idaho STEM

*Idaho ARP State Plan Proposal for ESSER III
Evidence-Based Summer Learning and Enrichment Programs
July 2021*

Ecosystem Regional Hubs and their partner networks to recruit potential applications, help support potential applicants through the application process, and provide training on reporting requirements (in collaboration with ION). Funding in the amount of \$1.5 million would be distributed regionally through the grant program, similar to how other STEM AC grant programs are designed.

Tasks	Organization	Amount
1. Summer of Innovation in Out-of-School Time Grants	ION	\$1,500,000
2. Idaho Out-of-School Time Building Blocks for Quality & Professional Development on Evidence Based Practices	ION	\$400,000
3. Data Collection and Evaluation	ION	\$250,000
4. Library Summer Learning Programs	ICfL	\$750,000
5. Summer STEM Programs	STEM AC	\$1,500,000
Total		\$4,400,000