

**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

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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.

October 2017

The Board approved an extension and modification to the contract of Head Football Coach Paul Petrino.

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short term contract expires January 31, 2022, and, should the Board approve the proposed five year contract, will be superseded by the full five-year contract.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~~ beingwellbeing;

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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~~
- 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 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 (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 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 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 University's student-athletes or otherwise obstruct the University (College)'s University'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

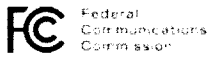
Board Policy V.I. Real and Personal property and Services, sets out the provisions by which the institutions and agencies under the Board's governance may acquire and dispose of real and personal property. Broadcasting licenses, including radio frequencies are considered real property, due to the place-bound 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. ID
address)

Zip/Postal Code 83720-0037

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

Listing Type Other Interest Holder

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

Principal Profession or Superintendent of Public Instruction
Occupation

By Whom Appointed or Governor
Elected

Citizenship, Gender, Citizenship US
Ethnicity, and Race Gender Female
Information (Natural Ethnicity Not Hispanic or Latino
Persons Only) Race White

Interest Percentages Voting 0.0%
(enter percentage values Equity 0.0%
from 0.0 to 100.0) 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 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.