

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
FEBRUARY 17, 2022**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>1</b>	<b>AMENDMENT TO BOARD POLICY V R. – SECOND READING</b>	Motion to approve
<b>2</b>	<b>IDAHO STATE UNIVERSITY</b> Bengal Pharmacy Contract Authority	Motion to approve
<b>3</b>	<b>IDAHO STATE UNIVERSITY</b> Multi-Year Employment Agreement – Head Football Coach	Motion to approve
<b>4</b>	<b>UNIVERSITY OF IDAHO</b> Performance Evaluation of Staff Employees Policy Amendments	Motion to approve
<b>5</b>	<b>UNIVERSITY OF IDAHO</b> Probation, Promotion, Demotion and Transfer of Classified Employees Policy Amendments	Motion to approve
<b>6</b>	<b>UNIVERSITY OF IDAHO</b> Idaho Center for Plant and Soil Health, Parma – Construction Authorization	Motion to approve

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**SUBJECT**

Board Policy V.R. – Establishment of Fees – Second Reading

**REFERENCE**

February 2016	Board approved first reading of amendment to Board Policy V.R. which removed professional licensure as a mandatory criterion for an academic professional program to be eligible for consideration for a professional fee.
April 2016	Board approved second reading of amendment to Board Policy V.R.
June 2018	Board approved the first reading of Board Policy V.R. establishing a new fee effective for the 2019-2020 academic year.
December 2018	Board returned second reading of Board policy V.R., establishing a new fee to the Business Affairs and Human Resources Committee for further review and analysis.
April 2020	Board set 2020-2021 Board approved tuition and fees.
June 2020	Board approved one year partial waiver requiring student fees to be used only for the purpose for which it was collected.
February 2021	Board approved second reading of amendments to Policy V.R including the creation of a Consolidated Mandatory Fee.
April 2021	Board approved second reading of amendments to Policy V.R including the creation of a Consolidated Mandatory Fee.
October 2021	Board approved the establishment of a common nomenclature for student fees to be used when submitting tuition and fees requests in April of 2022.
December 2021	Board approved the first reading of amendments to Policy V.R. to amend the process through which fees are established.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.R. Sections 33-3717A, and 33-3717C, Idaho Code H387 (2021)

**BACKGROUND/DISCUSSION**

Board Policy V.R. relates to the ways that tuition and fees are established by the Board and the categories into which they may fall. In 2021, the appropriation bill for the College and Universities' budget included the following intent language.

SECTION 6. STUDENT FEE REPORT. As soon as practicable, the State Board of Education shall: (1) make easily accessible a break-out of student activity fees on the institutions' websites; (2) develop a common naming convention for similar activity fees across the institutions; and (3) evaluate the current lists of activity fees assessed to students and determine how and which fees supporting student activities, clubs, and organizations focused on individual beliefs and values can be structured to address the need for access, affordability, and choice. The State Board of Education shall report results of this work to the Joint Finance-Appropriations Committee and the House and Senate Education Committees no later than December 17, 2021.

This policy amendment is to codify the decision made by the Board at the October 2021 Regular Board meeting, which includes one overall Consolidated Mandatory fee broken down into four categories:

**Student Enrollment, Engagement, and Success**

The student enrollment, engagement and success fees provide funding to support the multitude of activities and services available to students, both on and off campus. Included in these fees are scholarships, student employment opportunities, funding to support student success initiatives, and enrollment (recruitment and retention) activities.

**Institutional Operations, Services, and Support**

These fees support the departmental and infrastructure needs of the college and universities, including construction and maintenance of facilities; instructional and computing resources; student involvement services and participation with athletic, arts, and cultural events.

**Student Health and Wellness**

The student health and wellness fee support students physical and mental health and well-being. Students' fees also allow for access to the health and counseling centers throughout the year as well as utilize well-being and fitness programs and facilities for overall improvement of the student experience. Also included are the facilities, maintenance, and programs available through the recreation and intramural programs.

**Student Government**

This fee is to support the student government officers elected by students and support them, their initiatives, and their overall experience. Students are provided the means to engage in discussions, events, and opportunities that interest them, are new to them, and challenge them. A subset of this fee would be student activities, clubs, and organizations, and students would be allowed to opt-out of a subset of that fee.

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**IMPACT**

Approval of the policy amendment will support the move to a simplified fee system that is consistent across all institutions and require institutions to list these fees in a consistent and easily accessed location on their websites.

**ATTACHMENTS**

Attachment 1 – Proposed Amendment to Policy V.R. redline – Second Reading

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

This amendment updates the policy to reflect the Board's October 2021 approval of an opt-out student fee structure and collapse of student fees into four categories.

Between the first and second reading, an incomplete sentence was discovered in the Student Government fee section. A minor edit was made to complete the sentence consistent with what the Board approved in October 2021.

Staff recommends approval.

**BOARD ACTION**

I move to approve the second reading of Board policy V.R. to amend the process through which fees are established as set forth in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**1. Board Policy on Student Tuition and Fees**

Consistent with the Statewide Plan for Higher Education in Idaho, the institutions shall maintain tuition and fees that provide for quality education and maintain access to educational programs for Idaho citizens. In setting tuition and fees, nothing in this policy shall preclude review and approval of tuition and fee setting based on market considerations. The Board may consider factors such as how tuition and fees compare to tuition and fees at peer institutions, how percent increases compared to inflationary factors, how tuition and fees are represented as a percent of per capita income and/or household income, and what share students pay of their education costs. Other criteria may be evaluated as is deemed appropriate. An institution cannot request more than a ten percent (10%) increase in the total full-time resident and/or non-resident student tuition and fee rate unless otherwise authorized by the Board. Each institution shall comply with Board policy V.D. in depositing tuition revenues.

It is the requirement of the Board that institutions communicate all tuition and fees to students in a clear and understandable format prior to their enrollment and that fees be as consolidated and limited as is practicable. Such communication shall include information about tuition and fees, and reference possible student-specific items that cannot be determined until enrollment, such as course fees.

**2. Tuition and Fee Setting Process – Board Approved Tuition and Fees**

**a. Initial Notice**

A proposal to alter any student tuition and fees covered by Subsection V.R.3. shall be formalized by initial notice of the chief executive officer of the institution at least six (6) weeks prior to the Board meeting at which a final decision is to be made.

Notice will consist of transmittal, in writing, to the student body president and to the recognized student newspaper of the proposal contained in the initial notice. The proposal will describe the amount of change, statement of purpose, and the amount of revenues to be collected.

The initial notice must include an invitation to the students to present oral or written testimony at the public hearing held by the institution to discuss the fee proposal. A record of the public hearing as well as a copy of the initial notice shall be made available to the Board. Public hearings may be held in person or virtually.

**b. Board Approval**

Board approval for tuition and fees will be considered annually. This approval will be timed to provide the institutions with sufficient time to prepare the subsequent fiscal year operating budget.

c. Effective Date

Any change in the rate of tuition and fees becomes effective on the date approved by the Board unless otherwise specified.

3. Definitions and Types of Tuition and Fees

The following definitions are applicable to tuition and fees charged to students at all the state colleges and universities under the governance of the Board.

a. Board Established Tuition

i. Institution Tuition

Tuition is the amount charged for any and all educational services at University of Idaho, Boise State University, Idaho State University, and Lewis-Clark State College. Tuition is assessed for, but is not limited to, academic services; instruction; the construction, maintenance, and operation of buildings and facilities; student services; or institutional support.

Special Tuition rates may include tuition for such items as specialized short-term courses or programs, summer courses, or other special kinds of courses for the purposes of furthering the educational mission of the institution.

Part-time Credit Hour tuition is defined as the charge per credit hour charged for educational services for enrolled, part-time students.

The Course Overload Tuition rate may be charged to full-time students whose credit hour workload is higher than the guidelines for a normal course load.

a) Tuition – University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College

Tuition shall be set as follows and may include both full-time and part-time rates:

- Undergraduate Resident Tuition
- Undergraduate Non-resident Tuition
- Graduate Resident Tuition
- Graduate Non-resident Tuition
- Special Resident Tuition
- Special Non-resident Tuition
- Course Overload Tuition

ii. Systemwide Tuition

The Board may choose to establish a systemwide tuition rate for programs that span two or more institutions. Revenues from systemwide tuition will be deposited with the state for those institutions required to do so per statute.

iii. Western Undergraduate Exchange (WUE) Tuition

The Western Undergraduate Exchange tuition is established as 150% of the resident tuition rate for full-time students participating in this program. Students in this program shall be subject to the Consolidated Mandatory Fee and all other applicable fees.

b. Board Established Course and Program Fees

For purposes of board established course and program fees, “academic” means a systematic, usually sequential, grouping of courses that provide the student with the knowledge and competencies required for a baccalaureate, master’s, specialist or doctoral degree as defined in policy III.E.1.

i. Career Technical Education Fee

The Career Technical Education fee is the fee charged for educational costs for students enrolled in Career Technical Education programs

ii. Institutional Online Program Fee

An institutional online program fee may be charged for any fully online undergraduate, graduate, and certificate program. An online program fee shall be in lieu of resident or non-resident tuition (as defined in Idaho Code §33-3717B) and all other Board-approved fees. An online program is one in which all courses are offered and delivered via distance learning modalities (e.g. campus-supported learning management system, videoconferencing, etc.); provided however, that limited on-campus meetings may be allowed if necessary for accreditation purposes or to ensure the program is pedagogically sound.

iii. Professional Program Fees

A profession is an occupation, for which a person has to undergo specialized training or internship for getting a high degree of education and expertise in the concentrated area.

- a) Requirements. To designate a professional fee for a Board approved professional program, all of the following criteria must be met:

1) Credential or Licensure Requirement:

- (a) A professional fee may be charged for an academic professional program if graduates of the program obtain a specialized higher education certificate or degree that qualifies them to practice a professional service involving expert and specialized knowledge for which credentialing or licensing may be required.
- (b) Any such professional program must provide at least the minimum capabilities required for entry to the practice of a profession.

2) Accreditation Requirement: The program:

- (a) is accredited within the institution's regional accreditation; or
- (b) is actively seeking accreditation if a new program; or
- (c) will be actively seeking program accreditation after the first full year of existence if a new program by a regional or specialized accrediting agency.

3) Demonstration of Program Costs: Institutions may propose professional fees for Board approval based on the costs to deliver the program and other related costs. An institution must provide justification for the pricing of the professional program. Professional program fees must be additional fees above and beyond the normal resident and non-resident tuition rates.

b) Program Guidelines

- 1) The program must be consistent with academic offerings of the institution serving a population that accesses the same activities, services, and features as full-time, tuition-paying students.
- 2) Upon the approval and establishment of a professional fee, course fees associated with the same program shall be prohibited.
- 3) Once a professional fee is initially approved by the Board, any subsequent change in a professional fee shall require prior approval by the Board at the same meeting institutions submit proposals for tuition and fees.

iv. Self-Support Academic Program Fees

- a) Self-support programs fees are charged in lieu of resident or non-resident tuition for programs that lead to degrees or certificates. To bring a Self-



support program fee to the Board for approval, all of the following criteria must be met:

- 1) An institution shall follow the program approval guidelines set forth in policy III.G.
  - 2) The Self-support program shall be an academic program.
  - 3) The Self-support program shall be distinct from the traditional offerings of the institution by serving a population that does not access the same activities, services and features as full-time, resident and non-resident tuition paying students, such as programs designed specifically for working professionals, programs offered off-campus, or programs delivered completely online.
  - 4) No appropriated funds may be used in support of Self-support programs. The Self-support program fee shall be all-inclusive and no other fees shall be charged in connection with participation in the program.
  - 5) Self-support program finances shall be segregated, tracked and accounted for separately from all other programs of the institution except as provided for in subsection 3.B.iv.b.
- b) If a Self-support program fee is approved for a new program, an institution may fund program start-up costs through reallocation or use of reserves., the program must demonstrate ability to support its costs, both direct and indirect, within a period not to exceed three years from program start-up.
  - c) Once a Self-support program fee is initially approved by the Board, any subsequent change in a Self-support program fee shall require prior approval by the Board.
  - d) Students enrolled in self-support programs may take courses outside of the program so long as they pay the required tuition and fees for those courses.

v). Summer Bridge Program Fee

The Summer Bridge Program Fee fee is charged to students recently graduated from high school, who are admitted into a summer bridge program at an institution the summer immediately following graduation from high school, and who will be enrolling in pre-determined college-level courses at the same institution the fall semester of the same year for the express purpose of acquiring knowledge and skills necessary to be successful in college. The bridge program fee shall be set annually by the Board.

vi). Independent Study in Idaho

This fee is charged for courses offered through the Independent Study in Idaho (ISI) cooperative program. Complete degree programs shall not be offered through the ISI. Credits earned upon course completion shall transfer to any Idaho public college or university. The ISI program shall receive no appropriated or institutional funding and shall operate alone on revenue generated through ISI student registration fees.

c. Institution Established Program Fees

Institution Established Program Fees are charged in lieu of tuition. The Board delegates establishment of the following fees to the Chief Executive Officers. An annual report listing these fees shall be provided to the Board annually at the time of establishment of Board-established tuition and fees.

i) Employee/Spouse/Dependent Fee

The fee for eligible participants shall be set by each institution. Eligibility shall be determined by each institution. Employees, spouses and dependents at institutions and agencies under the jurisdiction of the Board may be eligible for this fee. Employees of the Office of the State Board of Education and the Division of Career Technical Education shall be treated as institution employees for purposes of eligibility. Special course fees may also be charged.

ii. Senior Citizen Fee

The fee for eligible participants shall be set by each institution. Eligibility shall be determined by each institution.

iii. In-Service Teacher Education Fee

This fee shall be applicable only to teacher education courses offered as teacher professional development. This fee is not intended for courses which count toward an institution's degree programs. Courses must be approved by the appropriate academic unit(s) at the institution. For purposes of this special fee only, "teacher" means any certificated staff (i.e. pupil services, instructional and administrative).

- a) The fee shall not exceed one-third of the part-time undergraduate credit hour fee or one-third of the graduate credit hour fee for Idaho teachers employed at an Idaho elementary or secondary school; and
- b) The credit-granting institution may set a course fee up to the regular undergraduate or graduate credit hour fee for non-Idaho teachers, for teachers who are not employed at an Idaho elementary or secondary school, or in cases where the credit-granting institution bears all or part of the costs of delivering the course.

iv. Contracts and Grants

Special fee arrangements are authorized by the Board for instructional programs provided by an institution pursuant to a grant or contract approved by the Board.

v. Continuing Education Fees

Continuing education fees may be charged to continuing education students on a course-by-course basis.

d. Board Approved Administrative Fees

Administrative local fees are student fees that are approved by the State Board of Education and deposited into local institutional accounts.

These shall be approved by the Board at its annual meeting for setting tuition and fees and will be clearly communicated to students prior to their enrollment.

i. Consolidated Mandatory Fee

This fee is inclusive of all facilities, activity and technology fees. The State Board of Education will approve the Consolidated Mandatory Fee which will then be allocated by institutions. A full-time and part-time rate shall be established. The Consolidated Mandatory Fee, with an amount for each of the four categories that comprise it, shall be submitted to the Board for approval annually with the tuition increase. The categories are:

**Student Enrollment, Engagement, and Success**

The student enrollment, engagement and success fees provide funding to support the multitude of activities and services available to students, both on and off campus. Included in these fees are scholarships, student employment opportunities, funding to support student success initiatives, and enrollment (recruitment and retention) activities.

**Institutional Operations, Services, and Support**

The institutional operations, services, and support fees support the departmental and infrastructure needs of the college and universities, including construction and maintenance of facilities; instructional and computing resources; student involvement services and participation with athletic, arts, and cultural events.

**Student Health and Wellness**

The student health and wellness fee supports students' physical and mental health and well-being. The student health and wellness fee also allows for

~~April 2024~~February 2022

access to the health and counseling centers throughout the year as well as access to well-being and fitness programs and facilities for overall improvement of the student experience. This fee also funds facilities, maintenance, and programs available through the recreation and intramural programs.

#### Student Government

The student government fee funds support for the student government officers elected by students, student government initiatives, and student overall experience. Students are provided the means to engage in discussions, events, and opportunities that interest them, are new to them, and challenge them. A subset of this fee includes Ffunding for student activities, clubs, and organizations; of which through this fee. Sstudents are shall be allowed to opt-out of payment of this subset of the fee.

Upon approval by the Board, each institution shall ensure that the Consolidated Mandatory Fee and each of the category fees shall be posted on an easily accessible location on its website.

#### Consolidated Mandatory Fee

~~This fee is inclusive of all facilities, activity and technology fees. The State Board of Education will approve the Consolidated Mandatory Fee which may then be allocated by institutions. This fee includes capital improvement and building projects and debt service required by these projects, the fee charged for such activities as intercollegiate athletics, student health center, student union operations, the associated student body, financial aid, intramural and recreation, and other activities which directly benefit and involve students and campus technology enhancements and operations directly related to services for student use and benefit (e.g., internet, network, and web access, general computer facilities, electronic or online testing, and online media).~~

~~A full-time and part-time rate shall be established. Institutions shall provide an annual accounting to the Board of the way the Consolidated Mandatory fee is utilized by each institution.~~

#### ii. Transcription Fee

A fee may be charged for processing and transcribing credits. The fee shall be established annually by the Board.

- (a) This fee may be charged to students enrolled in a qualified Workforce Training course where the student elects to receive credit. The cost of delivering Workforce Training courses, which typically are for noncredit, is an additional fee since Workforce Training courses are self-supporting. The fees for delivering the courses are retained by the technical colleges

- (b) This fee may also be charged for transcribing demonstrable technical competency credits as defined in Board policy III.Y.

iii. Dual Credit Fee

High school students who enroll in one or more dual credit courses delivered by high schools (including Idaho Digital Learning Academy), either face-to-face or online, are eligible to pay a reduced cost per credit which is approved at the Board's annual tuition and fee setting meeting. The term "dual credit" as used in this section is defined in Board Policy III.Y, which defines how costs are determined for high school students who are enrolled in classes on campus.

e. Institution Approved Special Course and Administrative Fees

The following local fees and charges are charged to support specific courses or activities and are only charged to students that engage in those specific courses or activities. Local fees and charges are deposited into local institutional accounts or the unrestricted fund. All local fees or changes to such local fees are established and become effective in the amount and at the time specified by the institution. The institution is responsible for reporting these local fees to the Board upon request.

i. Special Course Fees

A special course fee is an additive fee on top of the standard per credit hour fee which may be charged to students enrolled in a specific course for materials and/or activities required for that course. Special course fees, or changes to such fees, are established and become effective in the amount and at the time specified by the chief executive officer or provost, and must be prominently posted so as to be readily accessible and transparent to students, along with other required course cost information. Such fees shall be reported to the Board upon request.

- a) Special course fees shall be directly related to academic programming. Likewise, special course fees for career technical courses shall be directly related to the skill or trade being taught.
- b) Special course fees may only be charged to cover the direct costs of the additional and necessary expenses that are unique to the course. This includes the costs for lab materials and supplies, specialized software, cost for distance and/or online delivery, and personnel costs for a lab manager. A special course fee shall not subsidize other courses, programs or institution operations.

- c) A special course fee shall not be used to pay a cost for which the institution would ordinarily budget including faculty, administrative support and supplies.
- d) Special course fees shall be separately accounted for and shall not be commingled with other funds; provided however, multiple course fees supporting a common special cost (e.g. language lab, science lab equipment, computer equipment/software, etc.) may be combined. The institution is responsible for managing these fees to ensure appropriate use (i.e. directly attributable to the associated courses) and that reserve balances are justified to ensure that fees charged are not excessive.
- e) The institution shall maintain a system of procedures and controls providing reasonable assurance that special course fees are properly established and used in accordance with this policy, providing an annual review of one-third of the fees each year over a 3-year cycle.

iii.. Additional Mandatory Fees

- a) Processing fees may be charged for the provision of academic products or services to students (e.g. undergraduate application fee, graduate application fee, program application fee, graduation/diploma fee, new student orientation fees and transcripts). Fees for permits (e.g. parking permit) may also be charged. Each fee may be included in the Consolidated Mandatory fee or established as a separate fee.
- b) All processing fees are established and become effective in the amount and at the time specified by the institution.

iv. Discretionary Fees

Fees for permits, student health insurance premiums, room and board rates, or fines shall be established by the institution. Each fee may be included in the Consolidated Mandatory fee or established as a separate fee.

v. Fines and Infractions

Fines may be charged for the infraction of an institution policy (e.g., late fee, late drop, library fine, parking fine, lost card, returned check, or stop payment).

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Idaho State University Bengal Pharmacy Contract Authority

**REFERENCE**

February 2013	Implementation of the Bengal Pharmacy, a limited liability company, was presented to the Board as an information item; referred to BAHHR Committee for review
April 2013	Board approved ISU Foundation's request for implementation of the Bengal Pharmacy, a limited liability company.
February 2020	Board approved a transfer of assets of Bengal Pharmacy from the ISU Foundation to the ISU College of Pharmacy.
June 2020	Board approved a contract with Cardinal Health to purchase pharmaceutical products.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.

**BACKGROUND/DISCUSSION**

Idaho State University (ISU) is seeking Board Approval to obtain delegated authority to negotiate and enter into standard pharmacy-related contracts on an ongoing basis. This delegated authority will allow ISU and Bengal Pharmacy to make real-time business decisions and enter into time-sensitive contracts without delays. This will ensure continuity of operations and prevent a situation where the ability to provide pharmaceutical services is interrupted. This issue has arisen now that the Bengal Pharmacy is wholly operated by the College of Pharmacy rather than by the Foundation and all of its contracts are now in the name of the University.

Under board policy V.I.3., many Bengal Pharmacy contracts require Board approval as they exceed one million dollars. Bengal Pharmacy is a full-service retail pharmacy operation. It operates not only on our campuses in Pocatello and Meridian, but serves the state by offering critical prescription medicine dispensing in rural areas with Bengal Pharmacy locations in Arco and Challis. The Bengal Pharmacy also serves as the clinical education site for many of our pharmacy students.

As a business entity in the healthcare industry, making business decisions and signing contracts with healthcare industry partners in a timely manner is crucial for the continuity of business operations. Flexibility to quickly turnaround contracts is critical to remain efficient and timely in response to contract requests from outside entities and vendors.

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Delegated Board approval is requested for three types of contracts that are critical to the Bengal Pharmacy operations. The first being 340B contracts with different covered entities at each of its locations. The 340B program is a federally regulated program that provides financial assistance to hospitals and other covered entities who service vulnerable or underserved populations. Bengal Pharmacy acts as a contract pharmacy for three different covered entities, and Bengal Pharmacy administers programs for patients to receive medications at a reduced cost and bills third-party payers on behalf of the covered entity. This program provides timely service to patients. Changes to the fee structure of these contracts are often imposed with little notice, and delays to accepting these changes can prevent reimbursement for services. 340B contracts are reviewed annually and have a 30-day notification period for any changes. If any changes need to be made after review, there are only four periods throughout the year in which changes can be made, as they must go through the Health Resources and Services Administration of the federal government before implementation. Inability to renegotiate and sign contracts quickly places us at risk in our relationships with covered entities.

The second type of contract is our drug distribution contracts. Bengal Pharmacy currently contracts with Cardinal Health as its wholesale drug distributor. Wholesalers are vitally important in order to obtain necessary medications. Bengal Pharmacy also contracts with a secondary supplier, Anda Pharmaceuticals, to obtain medications that may be unavailable at our primary wholesaler, or which can be purchased for a reduced price, enhancing our profitability and ensuring we can obtain any needed product.

The third type of contract is for third-party payers, essentially insurance reimbursements for prescription benefits. Bengal Pharmacy is a small organization and belongs to a cooperative of independent pharmacies called AlignRx, formerly Arete. Being a small organization, Bengal Pharmacy does not have the market power to negotiate beneficial contracts with third-party payers. AlignRx is a pharmacy services administration organization that provides contracting and negotiating services with many prescription benefit managers on our behalf. There are some large prescription benefit managers, such as Express Scripts, Medicaid, and CVS Caremark which require each organization to credential individually. When these contracts are updated (as they regularly are) by these third-party payers, ISU must be able to accept the new contracts quickly and ensure continued payment. Not having these contracts in place puts the pharmacy in a position where we could not conduct business.

All three types of contracts are updated regularly throughout the year, often up to four times per year. Bringing each one to the Board would not only be cumbersome but could cause delays in business operations and in serving patients.

ISU requests that the Board approve delegated authority for Bengal Pharmacy to enter into these essential contracts as needed. All contracts are reviewed for business needs by Bengal Pharmacy managers with extensive pharmacy



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operations experience, approved by university budget officers, and by ISU legal counsel prior to execution. The three types of contracts and the dollar volume of business are presented in the table below. While these are high dollar, they are a routine part of a retail pharmacy operation and the revenue and expenses occur with daily transactions, often in small dollar amounts that cumulate over the volume of the prescriptions filled.

<b>Inventory Contract</b>	<b>Dates</b>	<b>Expense</b>
Cardinal Health	10/15/2019-7/1/2021	\$ 6,331,932.98
	<b>Total</b>	<b>\$ 6,331,932.98</b>
<b>340B Contracts</b>	<b>Dates</b>	<b>Expense</b>
Health West	1/1/2019-7/1/2021	\$ 3,030,460.03
Challis Area Health Center	1/1/2019-7/1/2021	\$ 291,520.82
Lost Rivers Hospital	1/1/2019-7/1/2021	\$ 969,690.12
	<b>Total</b>	<b>\$ 4,291,670.97</b>
<b>3rd Party Payor Contracts</b>	<b>Dates</b>	<b>Expense</b>
CVS	10/15/2019-7/1/2021	\$ 2,411,717.96
Medicaid	10/15/2019-7/1/2021	\$ 3,238,966.69
Arete	10/15/2019-7/1/2021	\$ 2,117,463.54
	<b>Total</b>	<b>\$ 7,768,148.19</b>

**IMPACT**

Delegated authority for the Bengal Pharmacy to enter into these three types of contracts as needed will support the continuity of business operations. Delay in signing contracts will have a dramatic effect on ISU's capacity to continue to provide service to patients, pay bills on time, and receive revenue from payers. Often, turnaround windows are less than thirty days. If the contracts are not submitted on time, Bengal Pharmacy risks losing revenue and the ability to serve patients.

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

The nature of the three contracts is unique in that they require updates throughout the year and require time-sensitive approval. By providing delegated authority, the Board will foster the flexibility Idaho State University needs in order to administer these contracts on a timely basis.

Staff recommends delegating authority to ISU enter into contract updates for 340B, pharmaceutical inventory, and third-party payer contracts for Bengal Pharmacy.

Staff will prepare an amendment to Board policy V.I.3. for the Board's consideration at its April 2022 meeting. The amendment will expressly address granting delegated authority in unique circumstance such as presented by ISU.

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**BOARD ACTION**

I move to approve the request by Idaho State University to delegate authority to the Idaho State University President to authorize 340B, pharmaceutical inventory, and third-party payer contracts for Bengal Pharmacy.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Multi-year contract for Charles Ragle, Head Football Coach

**REFERENCE**

No Prior Reference      Idaho State University extended a three-year contract to Coach Ragle, for a term commencing December 13<sup>th</sup> 2021 and ending December 13<sup>th</sup> 2024. ISU committed to seeking approval from the Board, at the first opportunity.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

In the competitive environment of the Big Sky Conference, extending a five-year contract to a new head coach is necessary to secure high level candidates. Further, we need to allow time in the initial contract to make major strides in the football program in a sustainable and appropriate manner as we work to build a championship culture over time.

**IMPACT**

The new contract is requested to be for five (5) years, extending from 12/13/21 to 12/13/26. The salary of the previous coach of \$172,000 is increased to \$205,000 with incentives as follows:

Conference Championship or Co-Championship	\$7,500
Playoff Appearance	\$7,500
APR	\$10,000 maximum

<u>Multi-Year APR Score</u>	<u>Incentive Pay Up To:</u>
960-969	\$ 1,000.00
970-979	\$ 2,000.00
980-989	\$ 4,000.00
990-999	\$ 6,000.00
1000	\$10,000.00

Average Home Game Attendance	\$10,000 maximum
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<u>Average Home Attendance</u>	<u>Incentive Pay Up To:</u>
6,000 - 6,999	\$ 2,000
7,000 - 7,999	\$ 4,000
8,000 - 8,999	\$ 6,000
9,000 - 9,999	\$ 8,000
10,000 and above	\$10,000

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2022**

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BSC Coach of the Year Recognition \$7,500  
Number of Wins \$10,000 maximum

<u>Wins</u>	<u>Incentive Pay Up To:</u>
7 wins	\$ 1,500.00
8 wins	\$ 2,000.00
9 wins	\$ 4,000.00
10 wins	\$ 6,000.00
11 wins	\$ 8,000.00
12 wins	\$10,000.00

Post-Season Playoff Wins \$38,000 maximum

<i>Play-in</i>	<i>8 Teams</i>	<i>1st Win</i>	<i>\$ 5,000.00*</i>
<i>Round 2</i>	<i>16 Teams</i>	<i>2nd Win</i>	<i>\$ 5,000.00</i>
<i>Round 3</i>	<i>8 Teams</i>	<i>3rd Win</i>	<i>\$ 5,000.00</i>
<i>Round 4</i>	<i>4 Teams</i>	<i>4th Win</i>	<i>\$ 8,000.00</i>
<i>Round 5</i>	<i>2 Teams</i>	<i>5th Win</i>	<i>\$15,000.00</i>

\*All bonuses are contingent upon the ISU Football team achieving a single-year APR Score of 945 or above and successfully working within the program budget for the fiscal year.

Total Maximum Annual Compensation Under Proposed Contract = \$295,000

**ATTACHMENTS**

Attachment 1 – Proposed Clean Contract  
Attachment 2 – Redline from Model  
Attachment 3 – APR Summary  
Attachment 4 – Salary and Incentives Chart  
Attachment 5 – Liquidated Damages Sheet  
Attachment 6 – Max Compensation Calculation

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

The proposed employment agreement is in substantial compliance with the Board-approved model contract, with a base salary of \$205,000.

The contract does contemplate Athletic Achievement Incentives as noted in the background. The contract also provides incentives for academic achievement and behavior of team members. The dollar incentive is tied to the Academic Progress Rate (APR) Standards that are reported to the Board annually and included in Attachment 5. The APR standard is determined through metrics reflecting eligibility and retention data for each student-athlete on scholarship and a perfect score is 1000. The Ragle contract establishes various incentives for achieving a Multi-year APR score starting at 960. For purposes of context, the FY 2020/21 Idaho State Football four-year Multi-year Rate was 946.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2022**

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Coach's Assistants are eligible to receive supplemental compensation in the amount of \$1,500 per Assistant Coach for achieving a single year APR of 960 or greater. For purposes of context, the FY 2020/21 Idaho State Football single year Rate was 944.

Should the University terminate the Coach for convenience, the University would be obligated to pay the Coach, as liquidated damages, the annual salary until the term of the agreement ends or until the Coach obtains reasonably comparable employment, whichever occurs first. If the Coach terminates the Agreement for convenience, he will be responsible for liquidated damages of \$75,000 if separation occurs prior to the final year of the contract and \$25,000 within the final year of the contract. The University's contractual obligation for damages is higher and the Coach's obligation is lower in comparison to contracts for most other Big Sky coaches (see Attachment 5).

**BOARD ACTION**

I move to approve the request by Idaho State University to enter into a five (5) year employment agreement with Charles Ragle, Head Football Coach, commencing on December 13, 2021 and terminating on December 13, 2026, as submitted.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

## FOOTBALL HEAD COACH EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY(University), and Charles B. Ragle (Coach).

### ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

1.2. Reporting Relationship. Coach shall report and be responsible directly to the University's Athletic Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's 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's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, 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 3.2.9 shall cease.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of 5 years, commencing on December 13, 2021 and terminating, without further notice to Coach, on December 13, 2026 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 may be subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$205,000.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the 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 (except that 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 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 The potential supplemental compensation described herein shall be available to Coach and Assistant Coaches only in years when the following conditions are met: (1) Team Single Year APR reaches a minimum threshold of 945 and (2) the Team operates within the assigned and agreed upon Football Budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

3.2.1. Each year the Team is the conference champion or co-champion, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in the amount of \$7,500 during the fiscal year in which the championship was achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Team competes in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in the amount of \$7,500.00 during the fiscal year in which the playoff appearance occurred. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$10,000.00 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 as academically at-risk students; the conduct of Team members on the University campus, at authorized University 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.

<u>Multi-Year APR Score</u>	<u>Incentive Pay Up To:</u>
960-969	\$ 1,000.00
970-979	\$ 2,000.00
980-989	\$ 4,000.00
990-999	\$ 6,000.00
1000	\$10,000.00

3.2.4. Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$10,000.00 for achieving an average attendance at home football games at the levels set forth below, and if coach continues to be employed as the University's head football coach as of the ensuing July 1st. Average attendance numbers shall be determined and announced by the University Ticket Office. 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.



<u>Average Home Attendance</u>	<u>Incentive Pay Up To:</u>
6,000 - 6,999	\$ 2,000
7,000 - 7,999	\$ 4,000
8,000 - 8,999	\$ 6,000
9,000 - 9,999	\$ 8,000
10,000 and above	\$10,000

3.2.5. Each year Coach earns recognition as the Big Sky Conference Football Coach of the Year, and if Coach continues to be employed as University's Head Football Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in the amount of \$7,500.00 during the fiscal year in which the Big Sky Conference Football Coach of the Year recognition is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6. Each year the Coach shall be eligible to receive supplemental compensation for achieving a predetermined number of regular season wins, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to the following:

<u>Wins</u>	<u>Incentive Pay Up To:</u>
7 wins	\$ 1,500.00
8 wins	\$ 2,000.00
9 wins	\$ 4,000.00
10 wins	\$ 6,000.00
11 wins	\$ 8,000.00
12 wins	\$10,000.00

The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7. Coach's Assistants are eligible to receive supplemental compensation in the amount of \$1,500 per Assistant Coach for achieving a single year APR of 960 or greater.

3.2.8. Each year the men's football team advances in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's Head Football Coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

Play-in	8 Teams	1st Win	\$ 5,000.00*
Round 2	16 Teams	2nd Win	\$ 5,000.00

Round 3	8 Teams	3rd Win	\$ 5,000.00
Round 4	4 Teams	4th Win	\$ 8,000.00
Round 5	2 Teams	5th Win	\$15,000.00

\*If a play-in game is needed and if it results in a win it extends the total bonus potential by \$5,000. The total possible National Championship winner computation bonus total is \$28,000.00 without a play-in game and \$38,000.00 if the run includes a play-in game.

**3.2.9. (SUMMER CAMP—OPERATED BY UNIVERSITY)** 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 (Sport) camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer (Sport) camps, the University shall pay Coach any net revenues per year as supplemental compensation during each year of employment as head football coach at the University. This amount shall be paid within thirty (30) days after all camp bills have been paid.

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

**3.2.10.** 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 Adidas or another entity (hereinafter referred to as "Apparel Entity"), 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 an Apparel Entity product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Apparel Entity, or give a lecture at an event sponsored in whole or in part by Apparel Entity, 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 Coach's duties and obligations as head football coach. In order to avoid entering into an agreement with a competitor of Apparel Entity, 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 Apparel Entity, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 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 well-being;

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, policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include, but are not limited to: (a) Board policies; (b) University's policies and procedures; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the football conference of which the University is a member.

- 4.1.5. Coach is responsible for the actions of all institutional staff members who report, directly or indirectly, to Coach. Coach shall promote an atmosphere of compliance within the program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to Coach.
- 4.1.6. Coach shall be responsible for ensuring that institutional staff members as described in 4.1.5 complete the following specific compliance related activities:
  - a) Attendance of Coach and Assistant Coaches at all rules education programs;
  - b) Prompt and accurate submission of compliance forms, certification forms, CARA forms, and all compliance related information prior to the arrival of a student athlete on the ISU Campus;
  - c) Thorough, honest, and forthcoming completion of compliance forms;
  - d) The prompt and complete disclosure of circumstances or facts that may impact the eligibility of a Prospective Student Athlete or which may lead to the need to request an NCAA Eligibility Waiver. The need for NCAA Eligibility Waivers based upon information which was known and not disclosed, or which should have been known, is conduct seriously prejudicial to the University and may constitute adequate cause for discipline up to and including dismissal or termination; and
  - e) The routine requesting of rules interpretations.

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 Director, who may consult with the Chief Executive Officer, enter into separate arrangements for outside activities and endorsements which 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 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 Director the hiring and termination of assistant coaches for the Team, but the decision to hire or terminate an assistant coach shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of Chief Executive Officer and the Board.

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

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. Such approval shall not unreasonably be withheld.

4.7 Disclosure of Serious Misconduct. Coach warrants that prior to signing 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 any felony or a 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 and Fundraising Obligations. Coach must fully participate in media and fundraising 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 Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on any form of electronic, print, or social media, including 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, including in University policy.

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;
- d) Ten (10) working days' absence of Coach from duty without the Director's consent;
- e) Any conduct of Coach that the university determines brings Coach or the University into general public disrepute, contempt, scandal or ridicule or that would, in the University's reasonable judgment, reflect adversely on the University or its athletic programs, including a violation by Coach of any law, except minor traffic offenses;
- 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 and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- 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 reasonably should have known of the violation and could have prevented it by ordinary supervision;
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement; or
- k) A failure of Coach to maintain a high level of professionalism, including a failure to exercise the proper level of conduct and decorum expected of a highly-visible university employee, which is at all times expected to create a safe and professional environment for student-athletes, subordinates, co-workers, and others who provide support and service to the staff and student athletes at Idaho State University.

5.1.2 Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, 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. In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach 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 by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in Section 3.1.1(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 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, and Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

5.2.2. 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, the following sum: \$75,000 if separation occurs prior to the final year of the contract and \$25,000 within the final year 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.

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 Coach is entitled by virtue of employment with the University.

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

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

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

## ARTICLE 6

6.1 Board Approval. If required under Board policy, this Agreement shall not be effective unless approved by the Board. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the Board, the Chief Executive Officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University's rules regarding financial exigency.

6.2 University Property. All personal property, 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 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 causes beyond a party's reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, whether foreseeable or not, including but not limited to: government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; strikes, lockouts, labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefor; governmental restrictions, governmental regulations, or 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 physical or electronic writing and be delivered in person, by email to the official university email on file, 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  
Pauline Thiros  
Idaho State University  
MS 8173  
Pocatello, ID 83209

with a copy to: President  
Kevin Satterlee  
Idaho State University  
MS 8310  
Pocatello, ID 83209

Coach: Charles B. Ragle  
charlesbragle@gmail.com

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 electronic 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, service mark, 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: Kevin Satterlee

Chief Executive Officer

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Charles B. Ragle

Date: \_\_\_\_\_

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

FOOTBALL HEAD COACH EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between \_\_\_\_\_ ~~(IDAHO STATE UNIVERSITY)~~ (University \_\_\_\_\_ (College), and \_\_\_\_\_ Charles B. Ragle (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)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)~~ University's Athletic Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the ~~University (College)~~ 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)~~ University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, 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)~~ 3.2.9 shall cease.

ARTICLE 2

2.1. Term. -This Agreement is for a fixed-term appointment of ~~(—)~~ 53 years, commencing on December 13, 2021 and terminating, without further notice to Coach, on December 13, 2026 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 writing and signed by the parties. -Any renewal ~~is~~ may be subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University ~~(College)~~.

### 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:

- a) An annual salary of \$ ~~\_\_\_\_\_~~ \$205,000.00 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director 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 in accordance with Board Policy II.H.6.b.ii, University ~~(College)~~ and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and
- 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.

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 Supplemental Compensation The potential supplemental compensation described herein shall be available to Coach and Assistant Coaches only in years when the following conditions are met: (1) Team Single Year APR reaches a minimum threshold of 945 and (2) the Team operates within the assigned and agreed upon Football Budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

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)football~~ coach as of the ensuing July 1st, the University ~~(College)~~ shall pay to Coach supplemental compensation in ~~anthe~~ amount ~~equal to (amount or computation) of Coach's Annual Salary of \$7,500~~ during the fiscal year in which the championship ~~and (bowl or other post-season) eligibility are was~~ achieved. ~~The University (College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Team ~~is ranked~~competes in the ~~top 25 in the (national rankings of sport's division),~~NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as ~~University (College)'s~~ head ~~(Sport)football~~ coach as of the ensuing July 1st, the University ~~(College)~~ shall pay Coach supplemental compensation in ~~anthe~~ amount ~~equal to (amount or computation) of Coach's Annual Salary in effect on \$7,500.00~~ during the ~~date of~~fiscal year in which the ~~final post-playoff appearance occurred.~~ The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~(amount or computation)~~\$10,000.00 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.

Multi-Year APR Score  
960-969

Incentive Pay Up To:  
\$ 1,000.00



970-979	\$ 2,000.00
980-989	\$ 4,000.00
990-999	\$ 6,000.00
1000	\$10,000.00

3.2.4. Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~(amount or computation) based on~~ \$10,000.00 for achieving an average attendance at home football games at the ~~overall development levels~~ set forth below, and if coach continues to be employed as the University's head football coach as of the ~~intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach~~ ensuing July 1st. Average attendance numbers shall be determined and announced by ~~Coach to various constituency groups, including the University (College) students, staff, faculty, alumni and boosters; and any other factors the Chief Executive Officer wishes to consider~~ Ticket Office. 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.

Average Home Attendance	Incentive Pay Up To:
6,000 - 6,999	\$ 2,000
7,000 - 7,999	\$ 4,000
8,000 - 8,999	\$ 6,000
9,000 - 9,999	\$ 8,000
10,000 and above	\$10,000

3.2.5. ~~Each year~~ Coach ~~shall receive~~ earns recognition as the ~~sum~~ Big Sky Conference Football Coach of ~~(amount or computation) from the Year, and if Coach continues to be employed as University's Head Football Coach as of the ensuing July 1st, 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~~ shall pay to Coach supplemental compensation in the amount of \$7,500.00 during the fiscal year in which the Big Sky Conference Football Coach of the Year recognition is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6. Each year the Coach shall be eligible to receive supplemental 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 achieving a predetermined number of regular season or wins, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to the following:~~

Wins	Incentive Pay Up To:
7 wins	\$ 1,500.00

8 wins	\$ 2,000.00
9 wins	\$ 4,000.00
10 wins	\$ 6,000.00
11 wins	\$ 8,000.00
12 wins	\$10,000.00

The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7. Coach's Assistants are eligible to receive supplemental compensation in the amount of \$1,500 per Assistant Coach for achieving a single year APR of 960 or greater.

3.2.8. Each year the men's football team advances in the NCAA Football Championship Subdivision post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment), playoffs, and if Coach continues to be employed as University's Head Football Coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

3.2.6	Play-in	8 Teams	1st Win	\$ 5,000.00*
	Round 2	16 Teams	2nd Win	\$ 5,000.00
	Round 3	8 Teams	3rd Win	\$ 5,000.00
	Round 4	4 Teams	4th Win	\$ 8,000.00
	Round 5	2 Teams	5th Win	\$15,000.00

\*If a play-in game is needed and if it results in a win it extends the total bonus potential by \$5,000. The total possible National Championship winner computation bonus total is \$28,000.00 without a play-in game and \$38,000.00 if the run includes a play-in game.

3.2.9. (SUMMER CAMP—OPERATED BY UNIVERSITY—(COLLEGE))  
 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)'s University'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 University's (Sport) camps.— Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University (College)'s University's summer (Sport) camps, the University (College) shall pay Coach (amount)any net revenues per year as supplemental compensation during each year of employment as head (Sport)football coach at the University (College). This amount shall be paid (terms of payment), within thirty (30) days after all camp bills have been paid.

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

- ~~a) The summer youth camp operation reflects positively on the University (College) and the Department;~~
- ~~b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~
- ~~c) Assistant coaches at the University (College) are given priority when Coach or the private enterprise selects coaches to participate;~~
- ~~d) Coach complies with all NCAA (NAIA), Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;~~
- ~~e) Coach or the private enterprise enters into a contract with University (College) and (campus concessionaire) for all campus goods and services required by the camp.~~
- ~~f) Coach or private enterprise pays for use of University (College) facilities including the \_\_\_\_\_.~~
- ~~g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as Exhibit A.~~
- ~~h) Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff \$1 million; (2) catastrophic coverage: camper and staff \$1 million maximum coverage with \$100 deductible;~~
- ~~i) To the extent permitted by law, Coach or the private enterprise shall defend and indemnify the State of Idaho, the University (College) and the Board against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s)~~

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

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

3.2.7—10. 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)~~ Adidas or another entity (hereinafter referred to as "Apparel Entity"), 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)~~ Apparel Entity product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name)~~, Apparel Entity, or give a lecture at an event sponsored in whole or in part by ~~(Company Name)~~, Apparel Entity, or make other educationally related appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder Coach's duties and obligations as head ~~(Sport)~~football coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name)~~, Apparel Entity, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. -Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules.- Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name)~~, Apparel Entity, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.3 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.

#### 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;

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

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 NIAA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the ~~University (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, but are not limited to: (a) Board policies; (b) ~~University (College)'s (Faculty Staff) Handbook~~ University's policies and procedures; (c) ~~University (College)'s Administrative Procedures Manual~~; (d) the policies of the Department; ~~(ed)~~ NCAA ~~(or NIAA)~~ rules and regulations; and ~~(fe)~~ the rules and regulations of the ~~(Sport)~~ football conference of which the University ~~(College)~~ is a member.

4.1.5. Coach is responsible for the actions of all institutional staff members who report, directly or indirectly, to Coach. Coach shall promote an atmosphere of compliance within the program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to Coach.

4.1.6. Coach shall be responsible for ensuring that institutional staff members as described in 4.1.5 complete the following specific compliance related activities:

- a) Attendance of Coach and Assistant Coaches at all rules education programs;
  - b) Prompt and accurate submission of compliance forms, certification forms, CARA forms, and all compliance related information prior to the arrival of a student athlete on the ISU Campus;
  - c) Thorough, honest, and forthcoming completion of compliance forms;
  - d) The prompt and complete disclosure of circumstances or facts that may impact the eligibility of a Prospective Student Athlete or which may lead to the need to request an NCAA Eligibility Waiver. The need for NCAA Eligibility Waivers based upon information which was known and not disclosed, or which should have been known, is conduct seriously prejudicial to the University and may constitute adequate cause for discipline up to and including dismissal or termination; and
  - e) The routine requesting of rules interpretations.
- 4.1.4.

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 Director, who may consult with the Chief Executive Officer, enter into separate arrangements for outside activities and endorsements which 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 Director and the Chief Executive Officer.

4.3 NCAA ~~(or NIAA)~~ Rules. In accordance with NCAA ~~(or NIAA)~~ 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 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)~~.

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

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

4.6 Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Director. -Such approval shall not unreasonably be withheld.

4.7 Disclosure of Serious Misconduct. Coach warrants that prior to signing 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 any felony or a 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 and Fundraising Obligations. Coach must fully participate in media and fundraising 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 understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or

interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on any form of electronic, print, or social media, including 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, including in University policy.

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;
- d) Ten (10) working days' absence of Coach from duty without the University (College)'s Director's consent;
- e) Any conduct of Coach that ~~constitutes moral turpitude~~ determines brings Coach or the University into general public disrepute, contempt, scandal or ridicule or that would, in the ~~University (College)'s~~ University's reasonable judgment, reflect adversely on the ~~University (College)~~ or its athletic programs, including a violation by Coach of any law, except minor traffic offenses;



- 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 with the NCAA ~~(NAA)~~ 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 ~~(NAA)~~;
- 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 ~~(NAA)~~, 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 ~~(NAA)~~, 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 reasonably should have known of the violation and could have prevented it by ordinary supervision;
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement; or
- k) A failure of Coach to maintain a high level of professionalism, including a failure to exercise the proper level of conduct and decorum expected of a highly-visible university employee, which is at all times expected to create a safe and professional environment for student-athletes, subordinates, co-workers, and others who provide support and service to the staff and student athletes at Idaho State University.

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

5.1.4 If found in violation of NCAA ~~(NIAA)~~ 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 ~~(NIAA)~~ enforcement procedures. This Section applies to violations occurring at the University ~~(College)~~ or at previous institutions at which Coach was employed.

## 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.~~

~~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 amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in Section 3.1.1(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-, and~~ Coach further agrees to repay to University all compensation received from the University ~~(College)~~ after the date other employment is obtained.

~~5.2.32.~~ The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the

fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment with University ~~(College)~~, which damages are extremely difficult to determine with certainty. -The parties further agree that the payment of such liquidated damages by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University ~~(College)~~. The liquidated damages are not, and shall not be construed to be, a penalty.

### 5.3 Termination by Coach for Convenience.

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

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

5.3.3. If Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, the following sum: \$75,000 if separation occurs prior to the final year of the contract and \$25,000 within the final year 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.

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)~~.

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 (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. If required under Board policy, 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 Board, the Chief Executive Officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University (College)'s University's rules regarding financial exigency.

6.2 University (College) Property. ~~All personal property (excluding vehicle(s) provided through the \_\_\_\_\_ 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 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 (College).

6.8 Force Majeure. Any prevention, delay or stoppage due to causes beyond a party's reasonable control that make the contract impossible, impracticable, or frustrate

the purpose of the contract, whether foreseeable or not, including but not limited to: government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; strikes, lockouts, labor disputes;; acts of God;; inability to obtain labor or materials or reasonable substitutes therefor;; governmental restrictions, governmental regulations, or 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 physical or electronic writing and be delivered in person, by email to the official university email on file, 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  
 \_\_\_\_\_ Pauline Thiros  
 \_\_\_\_\_

Idaho State University  
MS 8173  
Pocatello, ID 83209

with a copy to: Chief Executive OfficerPresident  
 \_\_\_\_\_ Kevin Satterlee  
 \_\_\_\_\_

Idaho State University  
MS 8310  
Pocatello, ID 83209

Coach: \_\_\_\_\_ Charles B. Ragle  
 \_\_\_\_\_ Last known address on file with  
 \_\_\_\_\_ University (College)'s Human Resource Services  
 \_\_\_\_\_ charlesbragle@gmail.com  
 \_\_\_\_\_

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~~ electronic 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 University's prior written consent in each case, use any name, trade name, trademark, service mark, or other designation of the University (College) (including contraction, abbreviation or simulation), except in the course and scope of official University (College) 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 (College)**

**Coach**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_:

Kevin Satterlee

Chief Executive Officer

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_:

Charles B. Ragle

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.]~~



## IDAHO STATE UNIVERSITY

FOOTBALL APR History and National Percentile Rank

**SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES**

	2016-17	2017-18	2018-19	2019-20	2020-21
Single Year APR	971	974	944	925	944
National % Rank by Sport	40-50	50-60	30-40	*	*

**MULTI-YEAR APR (4-Year Rolling Average)**

Football	963	967	959	953	946
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\* Percentile not available or reported by NCAA following the COVID year due to disruption

**Big Sky Conference Football Head Coach Salary and Incentives Chart**

Supporting Information for ISU Head Football Coach (Charles Ragle) Contract

INSTITUTION	BASE SALARY	INCENTIVES	TOTAL POSSIBLE COMPENSATION
1 Cal Poly	\$ 350,004.00	\$ 460,000.00	\$ 810,004.00
2 Sacramento State	\$ 242,000.00	\$ 389,600.00	\$ 631,600.00
3 Montana State	\$ 210,437.00	\$ 367,500.00	\$ 577,937.00
4 Montana	\$ 205,000.00	\$ 330,000.00	\$ 535,000.00
5 Weber State	\$ 191,475.00	\$ 187,500.00	\$ 378,975.00
6 University of Idaho	\$ 175,000.00	\$ 203,500.00	\$ 378,500.00
7 Northern Arizona	\$ 230,000.00	\$ 91,000.00	\$ 321,000.00
8 UC Davis	\$ 272,500.00	\$ 30,400.00	\$ 302,900.00
9 Idaho State	\$ 205,000.00	\$ 90,500.00	\$ 295,500.00
10 Eastern Washington	\$ 232,357.00	\$ 58,000.00	\$ 290,357.00
11 Northern Colorado	\$ 190,000.00	\$ 87,500.00	\$ 277,500.00
12 Portland State	\$ 195,000.00	\$ 15,000.00	\$ 210,000.00
13 Southern Utah	\$ 185,000.00	No Information Available	\$ 185,000.00

INSTITUTION	BASE SALARY
1 Cal Poly	\$ 350,004.00
2 UC Davis	\$ 272,500.00
3 Sacramento State	\$ 242,000.00
4 Eastern Washington	\$ 232,357.00
5 Northern Arizona	\$ 230,000.00
6 Montana State	\$ 210,437.00
7 Montana	\$ 205,000.00
8 Idaho State	\$ 205,000.00
9 Portland State	\$ 195,000.00
10 Weber State	\$ 191,475.00
11 Northern Colorado	\$ 190,000.00
12 Southern Utah	\$ 185,000.00
13 University of Idaho	\$ 175,000.00

**Big Sky Conference Football Head Coach Salary and Incentives Chart**

Supporting Information for ISU Head Football Coach (Charles Ragle) Contract

INSTITUTION	LIQUIDATED DAMAGES CLAUSE?	STRUCTURE OF LIQUIDATED DAMAGES
Sacramento State	NO	NA
Weber State	YES	Termination by university is set amount depending upon remaining term, ranges from \$800,000 total to \$175,000 minimum. Termination by Coach is \$100,000.
Montana State	YES	Termination for convenience by University \$250,000 or remaining contract term, whichever is less. Termination by Coach \$250,000 or remaining contract term if separation occurs in the final 12 months.
Portland State	YES	\$30,000
Northern Arizona	YES	Termination for convenience is 50% of base salary for the remainder of the contract term. Termination by Coach 50% of remaining contract, or \$50,000 one time based on reason for departure.
Idaho		
Northern Colorado	YES	Termination by Coach requires payment by Coach of up to \$300,000 on a sliding scale which decreases until contract expiration.
Eastern Washington	YES	Termination for convenience by University requires 12 months of current salary. Termination by Coach requires an amount ranging from \$50-\$100K based on years remaining.
Montana	YES	Amount equal to base salary for the time remaining on the contract.
Southern Utah	YES	Termination by Coach requires payment on a sliding scale beginning at \$100,000 and decreasing until contract expiration.
Cal Poly	NO	NA
UC Davis	YES	Termination by university is base salary for current year, then 50% of base for following year and 25% of base salary for remaining term. Termination by Coach \$150,000.
Idaho State	YES	Termination by University is remaining contract terms minus other compensation secured by Coach upon receipt of alternative employment. Termination by Coach is \$75,000 until the final year, then \$25,000.

## Coach Seton Sobolewski Maximum Compensation Calculation: FY 2022-2027

Contract Reference:		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
3.1.1	Annual Salary	\$ 205,000.00	\$ 205,000.00	\$ 205,000.00	\$ 205,000.00	\$ 205,000.00
3.2.1	Bonus: Regular Season Championship	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
3.2.2	Bonus: FCS Playoff Appearance	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
3.2.3	Bonus: Academic Achievement	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
3.2.4	Bonus: Attendance	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
3.2.5	Bonus: Coach of the Year	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
3.2.6	Bonus: Total Season Wins	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
3.2.8	Bonus: FCS Playoff Wins (Natl. Championship)	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00
Total Maximum Annual Compensation Under Proposed Contract:		\$ 295,500.00	\$ 295,500.00	\$ 295,500.00	\$ 295,500.00	\$ 295,500.00

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2022**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Performance Evaluation of Staff Employees, FSH 3340

**REFERENCE**

June 27, 2002	Board approved revisions to University of Idaho procedures for periodic performance review of tenured faculty members.
August 12, 2010	Board approved amendments to the University of Idaho Faculty Student Handbook, FSH 1565 and 3560, Faculty Rank
August 11, 2011	Board approved amendments to the University of Idaho Faculty Student Handbook, FSH 1565, Faculty Rank.
June 21, 2012	Board approved amendments to the University of Idaho Faculty Student Handbook, FSH 1565, Faculty Rank.
June 19, 2014	Board approved amendments to the University of Idaho Faculty Student Handbook, FSH 1565 and 3560, Faculty Rank and Promotion policies.
February 16, 2017	Board approved amendments to the University of Idaho Faculty Student Handbook, FSH 3390, Classified Staff, Disciplinary Procedures.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.D., E, and F.  
Idaho Code Title 67, Chapter 53

**BACKGROUND/DISCUSSION**

The University of Idaho has been reviewing policies and making appropriate updates to align with updated procedures, Idaho State Board of Education governing procedures, and Department of Labor guidance. These changes provide important process edits and will assist supervisors in outlining the performance standards and goals for the employee.

**IMPACT**

Revisions provide clarity on the University's performance evaluations for staff along with the change of ratings to two areas (meets/exceeds or needs improvement). These changes align with our Faculty evaluation ratings.

**ATTACHMENTS**

Attachment 1 – Jan 2022 FSH 3340 Redline (Faculty Staff Handbook 3340 Performance Evaluations of Staff Employees)

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2022**

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**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy II.D.1.b. provides: "Classified employees at the University of Idaho are subject to the policies and procedures of the University of Idaho for its classified employees. Such policies and procedures require approval by the Board, and should be, in so much as practical, parallel to the provisions provided for state of Idaho classified employees in."

Changes proposed by the University of Idaho are parallel to the provisions in the Chapter 53, Title 67, Idaho Code, as to classified employees.

Board Policy II.F.4. provides: "Each institution or agency must establish policies and procedures for the performance evaluation of non-classified employees, and are responsible for implementing those policies in evaluating the work performance of employees. The purposes of employee evaluations are to identify areas of strength and weakness, to improve employee work performance, and to provide a basis on which the chief executive officers and the Board may make decisions concerning retention, promotion, and merit salary increases. All non-classified employees must be evaluated annually. Any written recommendations that result from a performance evaluation must be signed by the appropriate supervisor, a copy provided to the employee and a copy placed in the official personnel file of the employee. Evaluation ratings that result in findings of inadequate performance of duties or failure to perform duties constitute adequate cause as set forth in Section II.L. of Board Policy."

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to approve the revisions to Faculty Staff Handbook 3340 Performance Evaluation of State Employees as provided in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

## UI FACULTY-STAFF HANDBOOK

## CHAPTER THREE:

## EMPLOYMENT INFORMATION CONCERNING FACULTY AND STAFF

July 2019

3340

## PERFORMANCE EVALUATION OF STAFF EMPLOYEES

*PREAMBLE: This section contains those policies and their attendant procedures for those periodic performance reviews of classified personnel and exempt personnel. An original part of the 1979 Handbook, this section was revised in December of 1992, inter alia to reflect changes in step increases. In July 2019 changes to this policy and APM 50.21 were made to correct inaccurate information. Unless otherwise noted, the text is that of July 1996. For further information, contact Human Resources ~~Development (208-885-9164)~~. [ed. 7-97, 12-04, 6-09, rev. 7-98, 7-19]*

**A. GENERAL PRINCIPLES.**

**A-1.** Performance evaluation is a responsibility of every supervisor and should be performed in a timely manner for every employee. The purposes of performance evaluation include but are not limited to: facilitating employee productivity and professional growth; encouraging communication between employees and supervisors; documenting performance strengths and weaknesses; supporting annual salary adjustments or meritorious salary increases or identifying the basis for demotion, disciplinary action or dismissal; and motivating improvement in performance. [ed. 12-04, rev. 7-19]

**A-2.** A formal evaluation of performance shall be performed at least once a year, generally during January. Classified employees who are new to a classification will be evaluated after three ~~(3)~~ months of service in the probationary period and again at the end of the probationary period but no later than six ~~(6)~~ months in the new position. [rev. 7-02, 12-04, 7-19]

**a.** Performance evaluations may also be conducted at other times at the discretion of the supervisor or unit administrator to assist employees in improving performance or to formally advise them of performance or disciplinary problems. [ed. 7-02, 7-19]

**b.** Supervisors and unit administrators are responsible for evaluating performance in a responsible and timely manner. [rev. 7-98, 7-19 ed. 7-02]

**A-3.** The performance evaluation form is a guide for evaluating the performance of all ~~exempt staff and classified staff.~~ The form is available on forms for each employee may be downloaded from the Human Resources website ([www.uidaho.edu/humanresources.aspx](http://www.uidaho.edu/humanresources.aspx)). ~~Human Resources notifies department administrators when annual or probationary evaluations are due.~~ [rev. 7-02, ed. 12-04, 6-09]

**A-4.** The employee's job description provides an objective standard by which performance is evaluated. Job descriptions for ~~classified positions and some exempt staff positions are on file with~~ available in the Human Resources recruitment system and available to electronically access. ~~Factors that also are~~ Other factors that may be considered include, but are not limited to, quality and quantity of work, job knowledge, initiative, dependability, customer service, teamwork, ability to work with other employees, record of attendance, communications, task management, budget management, safety, decision making, supervision, accountability, civility, judgment, leadership, problem solving, training and development, or other dimensions appropriate for review as determined by the supervisor and tardiness. [ed. 12-04, 6-09]

**A-5.** Evaluation of performance shall be conducted by an employee's immediate supervisor or unit administrator, ~~(depending on the procedures of the department).~~ The evaluation should include a discussion between the supervisor and the employee regarding: (a) what is expected of the employee, including a review of standards of performance in the job description as well as goals and objectives established at the prior evaluation; (b) the supervisor's evaluation of performance for the current period; and (c) developmental activities or performance goals included in the review which will improve performance during the upcoming period. The employee is expected to participate in the discussion. [ed. 7-02, rev. 7-19]

A-6. Performance levels are described as follows: [ed. 7-11/19]

a. **Meets/Exceeds Requirements** is the performance expected of a fully competent employee and is defined as falling within a broad band of accomplishments ranging between satisfactory and exceptional (performance well beyond that required for the position). [rev. 7-02]

b. **Needs Improvement** denotes performance that is less than that expected of a fully competent employee and defined as falling within a broad band of performance ranging between unsatisfactory and does not meet expectations. It means improvement is necessary. The performance is inferior to the standards for the position and expectations of the supervisor. It should be used when an employee fails to perform one or more duties critical to the job. A rating of this type should be thoroughly discussed with the employee.

A-76. Following the supervisor's completion of the written evaluation, the employee shall have the opportunity to ~~indicate in writing whether they concur with the evaluation and to~~ enter their written comments regarding the evaluation in the "Employee Comments" section of the performance evaluation form or by to provide including a written response to be attached to the completed evaluation. [rev. 7-19]

A-87. The written evaluation serves as the official record of performance; hence, it should be as complete as possible, signed and dated, and must be sent to Human Resources no later than the due date identified and communicated prescribed by HR annually ~~the last working day in February~~. Please review the evaluation form instructions for information regarding signature requirements. One copy of the evaluation is given to the employee, and one copy retained with the supervisor in the unit, which ~~and~~ should be referred to when subsequent evaluations are conducted. The official series of evaluations retained by ~~is in~~ HR becomes a record that supports decisions such as promotion or dismissal. [rev. 7-02, 12-04, ed. 7-19]

A-98. A probationary classified employee who receives an overall "needs improvement" ~~unsatisfactory~~ performance evaluation at the end of the six-month probationary period shall not be certified as having completed probationary status. In most instances, a "needs improvement" ~~unsatisfactory~~ performance evaluation should be accompanied by a recommendation for demotion or termination of employment prior to the end of the sixth month. The demotion or termination process ~~needs to~~ must be requested and completed through Human Resources prior to the completion of the initial probationary period. In rare cases, the probationary period may be extended upon the recommendation of the supervisor and the unit administrator with prior approval from the Senior Human Resources Executive for up to an additional 90 days, with a Development Plan; ~~with~~ written performance reviews required at 30 and 60 days; and the final written evaluation completed no later than 90 days. (See APM 50.21). [rev. 7-02, 7-19, ed. 12-04]

A-109. A certified classified employee who receives an overall rating of "needs improvement" ~~or "unsatisfactory"~~ must be placed on a performance Development Plan (PDP) to document the necessary improvement or the lack thereof. If the necessary improvements are ~~is~~ not achieved through use of the Development Plan, other steps must be taken; these may include, but are not limited to demotion, suspension, or termination of employment. (See APM 50.21) [ed. 12-04, rev. 7-19]

A-10. Performance levels are described as follows: [ed. 7-19]

a. ~~Outstanding~~ is extraordinary performance well beyond that required for the position. [rev. 7-02]

b. ~~Exceeds Requirements~~ represents performance which is better than that expected of a fully competent employee. [rev. 7-02]



~~c. **Meets/Exceeds Requirements** is the performance expected of a fully competent employee and is defined as falling within a broad band of accomplishments ranging between “satisfactoryneeds improvemen”t” and “exceptional (performance well beyond that required from the position). highly competent.” [rev. 7 02]~~

~~d. **Needs Improvement** denotes performance that is less than that expected of a fully competent employee and defined as falling within a broad band of performance ranging between unsatisfactory and does not meet expectations. It means improvement is necessary. The performance is inferior to the standards for the position and expectations of the supervisor. It should be used when an employee fails to perform one or more duties critical to the job. A rating of this type should be thoroughly discussed with the employee.~~

~~e. **Unsatisfactory** performance is inferior to the standards for the position. It should be used when an employee clearly fails to perform one or more duties critical to the job and the overall impact of the employee’s performance is such that termination of employment is considered and may be implemented.~~

(Staff Performance Evaluation Forms are on Human Resources website.)

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2022**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Probation, Promotion, Demotion and Transfer of Classified Employees, FSH 3360

**REFERENCE**

June 27, 2002	Board approved revisions to University of Idaho procedures for periodic performance review of tenured faculty members.
August 12, 2010	Board approved amendments to the University of Idaho Faculty Student Handbook, FSH 1565 and 3560, Faculty Rank
August 11, 2011	Board approved amendments to the University of Idaho Faculty Student Handbook, FSH 1565, Faculty Rank.
June 21, 2012	Board approved amendments to the University of Idaho Faculty Student Handbook, FSH 1565, Faculty Rank.
June 19, 2014	Board approved amendments to the University of Idaho Faculty Student Handbook, FSH 1565 and 3560, Faculty Rank and Promotion policies.
February 16, 2017	Board approved amendments to the University of Idaho Faculty Student Handbook, FSH 3390, Classified Staff, Disciplinary Procedures.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section II.D.1.b  
Idaho Code Title 67, Chapter 53

**BACKGROUND/DISCUSSION**

The University of Idaho has been reviewing policies and making appropriate updates to align with updated procedures, Idaho State Board of Education governing procedures and Department of Labor guidance. These changes provide important clarity and will assist our affirmative action and equal employment office reporting requirements and compliance measures.

**IMPACT**

Revisions provide clarity on the University's probation, promotion, demotion and transfer procedures for classified staff and will assist our affirmative action and equal employment office with reporting requirements.

**ATTACHMENTS**

Attachment 1 – 2021 July FSH3360 Redline (Faculty Staff Handbook 3360  
Probation, Promotion, Demotion & Transfer of Classified Employees)

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2022**

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**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy II.D.1.b. provides: "Classified employees at the University of Idaho are subject to the policies and procedures of the University of Idaho for its classified employees. Such policies and procedures require approval by the Board, and should be, in so much as practical, parallel to the provisions provided for state of Idaho classified employees in."

Changes proposed by the University of Idaho are parallel to the provisions in the Chapter 53, Title 67, Idaho Code and in accordance with Board policy.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to approve the revisions to Faculty Staff Handbook 3360 Probation, Promotion, Demotion & Transfer of Classified Employees as provided in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

3360

*PROBATION, PROMOTION, DEMOTION, AND  
TRANSFER OF CLASSIFIED EMPLOYEES*

*PREAMBLE: An original part of the 1979 Handbook, this section underwent a full revision in 2003 to bring it in line with Regents policy. In 2009 a definitions section was added, APM 50.15 was incorporated into this policy and various minor edits were made. In 2021, revisions were made to align with Department of Labor guidance and SBOE requirements and to assist with AA/EEO compliance. For further information, contact Human Resources (208-885-3638). [ed 7-97, 7-03, rev. 7-09]*

CONTENTS:

- [A. Definitions](#)
- [B. Probation](#)
- [C. Promotion](#)
- [D. Demotion](#)
- [E. Transfer](#)
- [F. Reporting](#)

**A. DEFINITIONS.**

**A-1. Certification to Permanent Status/Certified~~Certified Status.~~** ~~In this section and related policy statements, reference to "certified status" means that the~~An employee who has successfully completed the probationary period as required herein is certified to permanent ~~(subject to removal only as provided for by Board of Regents and University of Idaho policy)-status, also referred to as "certified."~~

**A-2. Demotion.** ~~Any personnel action~~ Reassignment of an employee from his or her present position to a new position that: one that is in a lower pay grade and in which uses a different position control number; which is a r~~Reductions of an employee from a position which the employee occupies in one classification to a position in another classification with a lower market rate.~~

~~calls for decreased responsibility or decreased skill level;  
results in~~has a decreased market rate range; or and  
~~and results in either a decreased salary or ineligibility for a salary increase.~~

~~tThe employee must have~~has previously held certified status or for which he or she meet has the minimum qualifications for the new position.

A-3. Permanent Status. Subject to removal only as provided for by Board of Regents and University of Idaho policy.-

A-43. Probation. A working test period to provide unit administrators with an opportunity to evaluate a person's work performance and suitability for the position. ~~The probationary period for classified employees beginning a new position is six months.~~

A-54. Promotion. ~~Any personnel action.~~ Reassignment of an employee from his or her present position to a new position that creates a Advancement through the competitive process of an employee with permanent status from a position which he/she occupies in one (1) classification to a position in another classification having a higher market rate.

∴

a. uses a different position control number;

ba. calls for increased responsibility or increased skill level;

cb. results in anhas an increased market rate range; and

dc. results in either increased salary or eligibility for a salary increase.

The employee must meet the minimum qualifications of the new position.

~~A career opportunity that involves greater responsibilities, and may also involve an increase in salary and a change in title. Promotions are not intended to be used where duties are changed on a temporary basis. A promotion is distinct from a reclassification in that it moves the employee into a different position, retaining little, if any, of the responsibilities of his or her previous position, as long as the employee meets the minimum qualifications of the position.~~

~~A-5. Reclassification.~~ An employee retains the majority of his/her original responsibilities while accepting duties requiring a higher level of knowledge, skills or abilities.

~~A-66. Transfer.~~ ~~An opportunity for an employee to move~~ A personnel action that moves an employee into a different unit at the university with the same classification, level of responsibilities, and market rate range, and title.

## B. PROBATION.

**B-1. Required Probationary Period.** Each employee, following ~~initial~~ appointment ~~or promotion~~ to a classified position, must successfully complete a probationary period of at least six full months. The probationary period in a given classification must be completed within a single unit and not be interrupted by resignation, ~~or termination or /dismissal.~~ An employee who satisfactorily completes the probationary period becomes certified to permanent status. and thus received certified status. An employee who has been separated during the probationary period ~~(not certified)~~, other than by "layoff" ([see FSH 39303930)-B], is not certified and must begin a new probationary period upon being rehired/reappointment or promotioned to that classification and must meet the minimum qualifications for the position. ~~An e~~Employees who

previously held certified status in a given classification ~~classified position is~~ are not required to complete a subsequent probationary period.

[ed. 7-03, 7-09]

**B-2. Evaluation.** ~~The unit administrator~~supervisor is encouraged to complete an employee performance ~~individual development plan available on the Human Resources Development website at <http://www.uidaho.edu/human-resources>, and a three3-month and 6-month evaluation~~ Staff Personnel Evaluations using the “Staff Personnel Evaluation” form ~~([see FSH 3340]), the forms for which are available provided on the Human Resources website at <http://www.uidaho.edu/human-resources>.~~ Before the probationary period ends, the supervisor must complete a six-month evaluation and discuss it with the employee, and the second-level supervisor must review the evaluation. ~~The supervisor is required to complete a 6-month evaluation must be completed, discussed with the probationary employee, and reviewed by the second-level supervisor before the probationary period ends.~~ A probationary ~~(employment/employed at will)~~ employee may be dismissed, demoted, or, in the case of promotion, returned to his or her former classification, ~~without cause being assigned, upon the recommendation of the unit administrator at any time before the completion of the probationary period with prior approval of the executive director for human resources senior HR officer~~ Human Resources executive or designee. ~~Normally, a probationary employee whose appointment is to be terminated will be given two weeks' notice.~~ Dismissal under these circumstances is not a basis for recourse to the grievance procedures described in FSH 38603860. [rev. 7-02, 7-03, 7-09, ed. 7-10]

## C. PROMOTION.

### C-1. Eligibility for Promotion.

a. An employee may be considered for promotion on the basis of his or her past record, length of service, performance in the present position, and qualification to perform the duties of the higher positions. The employee must meet the minimum qualifications of the new position. A supervisor may promote an employee into a vacant position in the unit if they employee has demonstrated exceptional competency and skill for that position.

[See also 3380-D] [ren. 7-09]

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~~C-2.b.~~ A supervisor may promote an employee into a vacant position in the unit if the employee has demonstrated exceptional competency and skill for that position. ~~[rev. & ren. 7-09]~~

~~C-3.b.~~ A promotion may occur in a unit that is undergoing reorganization. In this case, the supervisor must provide to Human Resources written explanation of ~~expla\_nation of~~ the office or unit changes and the reasons why the employee is qualified for the promotion ~~is necessary~~. [rev. & ren. 7-09]

**C-24. Probationary Period.** If the employee is promoted into a ~~classification-ied position~~ classification-ied position in which they are ~~for which he or she is~~ not certified, a ~~new six~~ new six-month probationary period is required (see FSH [3360](#), B-1). [rev. 7-03, ed. 7-09]

~~C-5. When there is more than one internal candidate who meets the minimum qualifications for the position within the unit, the hiring administrator must, at a minimum, conduct a UI-only search to document the candidate's qualifications and identify the most qualified individual. The hiring administrator must send an email to the Director of Human Rights, Access and Inclusion Employee Development and Workforce Diversity at eo-aareview@uidaho.edu or hrai@uidaho.edu requesting a UI-only internal search stating that there is one promotional opportunity and more than one qualified internal candidate. [add. 7-03, rev. 7-09, ed. 7-10]~~

**C-36. Procedure.** ~~ss. The Director of Employee Development and Workforce Diversity Affirmative Action/Equal Opportunity officer Human Rights, Access and Inclusion is~~ The Director of Employee Development and Workforce Diversity Affirmative Action/Equal Opportunity officer is the approving authority for all promotions of classified employees. [add. 7-03, ed. 7-09, 7-10]

a. When there is more than one internal candidate who meets the minimum qualifications for the position within the unit, the hiring administrator must, at a minimum, conduct a UI internal search to document the candidate's qualifications and identify the most qualified individual. The hiring administrator must send an email to the Affirmative Action/Equal Opportunity officer at eo-aareview@uidaho.edu requesting a UI internal search, stating that there is one promotional opportunity and more than one qualified internal candidate. [add. 7-03, rev. 7-09, ed. 7-10]

ab. If more than one qualified internal candidate exists, To promote an employee, the unit must follow all affirmative action and equal employment opportunity policies by posting the position for the required recruitment period in the Applicant Tracking online applicant tracking system System (ATS) and evaluating all the applicants. To be considered for the promotional position, the employee must apply for the position using the ATS online applicant tracking system. -See APM 50.02. [add. 7-09]

bc. Exceptions to the requirement for posting internal promotional opportunities require the review and approval of the Director of Human Rights, Access and Inclusion The Affirmative Action/Equal Opportunity officer Director of Employee Development and Workforce Diversity or designee. -The unit administrator must work with the Human Resources Workforce Diversity office at e-mail the Director of Human Rights, Access and Inclusion at hrai@uidaho.edu or eo-aareview@uidaho.edu to request an internal promotion without a search, stating the justification for waiver of a search. Information on the search waiver process and forms can be found at <https://www.uidaho.edu/human-resources/equal-employment-opportunity-affirmative-action/recruitment-and-hiring/waivers>. The unit must provide: [add. 7-09, ed. 7-10]

- 1) A current Results Oriented Job Description (ROJD), reviewed and approved by the classification and compensation analyst in Human Resources;
- 2) A resume from the promotion candidate;
- 3) The plans for the "to-be vacant" position;

4) A salary recommendation (optional).

~~C-7d.~~ The unit must ~~complete and/or upload the required forms and supplemental documentation within the online applicant tracking system a standard Position Authorization Form, and the forms which~~ must then be processed through regular approval channels. This includes any processes unique to the unit. *[add. 7-09]*

~~C-8e.~~ The ~~Affirmative Action/Equal Opportunity officer~~ ~~Director of Human Rights, Access and Inclusion~~ ~~Employee Development and Workforce Diversity~~ or designee will review and provide a written response to the request for promotion. The unit ~~CANNOT~~ ~~shall not~~ offer the position until it receives approval from ~~the the Human Resources Affirmative Action/Equal Opportunity officer~~ ~~Workforce Diversity, Director of Human Rights, Access and Inclusion.~~ For additional information ~~email co-aareview hrar@uidaho.edu call (208) 885-4285.~~ *[add. 7-09, ed. 7-10]*

## D. DEMOTION.

**D-1. Reasons for Demotion.** An employee may be demoted, subject to the approval of the unit administrator ~~in consultation with and the~~ ~~executive director for human resources~~ ~~senior HR office~~ ~~Human Resources executive~~ or designee. The unit administrator may recommend the demotion of an employee for any of the following reasons: *[ed. 7-02, ren. & ed. 7-09]*

~~a. The reallocation or reclassification of a class or position to a lower pay grade.~~ ~~a. The restructuring of a position or unit.~~

-

~~abb.~~ The elimination of the employee's position because of lack of work or lack of funds.

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~~c. Expiration of a temporary promotional assignment.~~ *[add. 7-03]*

~~dbc.~~ The failure of the employee to complete successfully the probationary requirements of a higher position.

~~eed.~~ Disciplinary action for causes stated in FSH 3930 C-1 ~~but not of a degree of severity that would sufficiently severe to~~ warrant ~~suspension or~~ dismissal.

~~fde.~~ At the request of the employee. *[rev. 7-02]*

**D-23. Procedure.** ~~The A unit administrator supervisor shall submit their's~~ recommendation that an employee be demoted ~~is submitted~~ through the dean or equivalent administrator ~~to Human Resources. Following consultation with HR, Concurrently, the unit administrator shall give~~ written notice ~~for demotion is given~~ to the employee and to the ~~executive director for human resources~~ ~~senior HR officer~~ ~~Human Resources executive~~ or designee. An employee with certified status must be given notice of demotion at least 15 calendar days before its effective date and must be given the reasons for the demotion. ~~For circumstances where~~ ~~When the demotion is not for disciplinary reasons, the provisions of FSH 3930 do not apply.~~ *[ed. 7-03, ren. & ed. 7-09]*



**D-34. Effect of Demotion on Salary.** When an employee is demoted, ~~his or her~~ the new salary is based on the market rate range and target salary of the new position ~~reduced to a step in the lower pay grade~~ as recommended by the unit administrator ~~in consultation with and the~~ executive director for human resources ~~senior HR officer~~ Human Resources executive or designee. If demotion is due to failure to successfully complete the probationary requirements of the higher position, to which ~~he or she~~ the employee had been provisionally promoted, the salary after demotion will normally ~~coincide with~~ be the salary the employee was receiving before promotion. *[ed. 7-02, ren. & ed. 7-09]*

## **E. TRANSFER.**

**E-1. Voluntary Transfer.** An employee may voluntarily transfer from one unit to another in the ~~exact same~~ position title, classification, job duties and market rate range. ~~and pay grade.~~

### **E-2. Voluntary Transfer Procedure.**

~~E-6.a.~~ A transfer request can only be made only by an employee who is beyond their initial or any performance probationary period, and cannot be requested if an employee has documented performance concerns within six months of the transfer request.

b. An employee who wishes to be transferred ~~should~~ must notify their current supervisor and make a written request to ~~his or her unit administrator and Employment Services~~ the Director of Human Resources ~~senior HR officer~~ Human Resources executive or designee which includes verification of notification to the employee's supervisor. ~~(An employee requesting transfer between units must also requires the employee to notify their current supervisor.)~~ The employee must also provide a current resume and other requested materials through Human Resources before a transfer request will be considered. *[rev. 7-03, ren. and ed. 7-09]*

c. A transfer is made without reduction in hourly wage unless such reduction is agreed to by the employee. *[ed. 7-02, ren. 7-03, ren. and ed. 7-09]*

**E-2. Involuntary Transfer.** UI may transfer an employee involuntarily as long as there is no loss of compensation. The employee will be notified in writing by unit administrator of an involuntary transfer. *[rev. 7-02, 7-03, rev. and ren. 7-09]*

~~E-2.~~ An employee requesting transfer between units must complete application provide a current resume and other requested materials through Employment Services in HR Human Resources before a transfer request will be considered. *[rev. 7-03, ren. and ed. 7-09]*

~~E-3.~~ An employee requested transfer between units also requires the written approval of the unit administrators concerned, the employee involved, and the director of employment services. *[add. 7-03, ren. and ed. 7-09]*

~~E-4. A transfer is made without reduction in hourly wage unless such reduction is agreed to by the employee and the unit administrator. [ed. 7-02, ren. 7-03, ren. and ed. 7-09]~~

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**E-35. Effect of Transfer.** The transfer of an employee does not affect his or her prior earned credited state service. However, the transfer may affect the employee's leave accrual rate, which is based on years of service, hours worked, and percentage of appointment. [rev. 7-02, 7-03, ren. 7-03, 7-09]

~~E-6. A transfer request can only be made by an employee who is beyond their initial or any performance probationary period, and cannot be requested if an employee has documented performance concerns within six months of the transfer request.~~

## **F. REPORTING.**

~~F-1. Human Resources maintains records for new hires, promotions/demotions, transfers and terminations. This information Affirmative Action data is reported annually in the University of Idaho's Affirmative Action Plan, available by request at [eo-aareview@uidaho.edu](mailto:eo-aareview@uidaho.edu).~~

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**FEBRUARY 17, 2022**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Request for Construction authorization; Proposed Idaho Center for Plant and Soil Health, University of Idaho (UI), Parma, Idaho.

**REFERENCE**

August 2019                      Idaho State Board of Education (Board) approved the UI Six-Year Capital Improvement Plan

August 2020                      Idaho State Board of Education (Board) approved Planning and Design Authorization

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedure, Section V.K.1, and Sections V.K.3.

**BACKGROUND/DISCUSSION**

This is a request to authorize construction of a new Idaho Center for Plant and Soil Health to be located at the Parma Research and Extension Center (PREC) in Parma, Idaho. The new facility will replace existing aging and inadequate facilities at the Parma Research and Extension Center and will support the on-going needs of faculty in the College of Agricultural and Life Sciences (CALs) and the agricultural industry within the State of Idaho. These existing facilities are currently more than 50 years old and face substantial needs for modernization of infrastructure and equipment which inhibit the potential of research faculty and staff. The Center will focus on research leading to healthy plants and healthy soil and will foster significant relationships and partnerships with Idaho agricultural industry leaders.

The project is consistent with the strategic goals and objectives of the University of Idaho and is consistent with the UI's Strategic Plan related to Research and Outreach, specifically:

- **Goal One, Innovate:**  
This project supports the growth of scholarly research activity in the Agricultural Sciences. It provides support for creative research into solutions to the issues and concerns regarding plant and soil health within the State of Idaho.
- **Goal Two, Engage:**  
This project enhances and supports collaboration with the agricultural industries within the State of Idaho. The project is supported by Idaho agricultural leaders and stakeholders such as the Albertsons Foundation.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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In addition, the project is fully consistent with the principles, goals, and objectives of UI's Long Range Campus Development Plan (LRCDP).

**IMPACT**

The anticipated full project cost is \$9,500,000. This is based upon the design effort to date and includes infrastructure costs not fully anticipated at the time of planning and design authorization, and a cost estimate prepared by the architectural design team.

The capital strategy includes \$3,000,000 from the Permanent Building Fund (PBF) which was allocated as part of the FY2022 PBF process, \$3,000,000 in gifts, \$1,000,000 from the College of Agricultural and Life Sciences, and up to \$2,500,000 in federal grants via the Infrastructure Investment and Jobs Act (IIJA). The university is in process of applying for the IIJA funds. Should the requested IIJA funds not be fully realized, the university will provide the difference.

The planning and design effort is nearing completion and the design architect is currently preparing final construction documents. It is anticipated that the documents will be ready to advertise and able to support a bid process beginning in April 2022. Assuming good bids are received, the notice to proceed is anticipated in early July 2022.

This request is for authorization to proceed with bid, award, and construction phase for the proposed Idaho Center for Plant and Soil Health Facility.

The immediate fiscal impact of this effort is the complete, total project costs of \$9,500,000.

***Overall Project***

**Funding**

State	\$ 3,000,000
Federal (Grant):	
Other (UI)	
University (CALIS)	\$ 1,000,000
Gifted Funds	\$ 3,000,000
Federal Funds	<u>\$ 2,500,000</u>
Total	\$ 9,500,000

**Estimate Budget**

A/E & Consultant Fees	\$ 700,000
Construction	7,017,900
Construction Cont.	701,800
Owner Cost & FFE	444,000
Project Cont.	<u>636,300</u>
Total	\$ 9,500,000

**ATTACHMENTS**

Attachment 1 – Capital Project Tracking Sheet

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

This project was included in the University's six-year capital improvement plan provided to the Board in August 2021. At that time, it had an estimated cost of \$7M funded from state, University, and gift funds. Since August, the University has uncovered budget challenges related to water and sanitary sewer for a robust

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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science lab facility located on what is essentially a rural site remote from city services. This has increased the cost to \$9.5M. The University has made application for a federal grant of \$2.5M to cover these added costs. If the University is not successful in securing the grant, the University will cover the difference through an internal loan to the College of Agricultural and Life Sciences (CALS). There is precedent for loaning CALS internal funds to complete capital projects. The University's general cash balance underwrites these kinds of internal loans, and the University has sufficient cash on hand to float an internal loan if necessary.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to implement the Bid, Award, and Construction phases of the proposed Idaho Center for Plant and Soil Health Facility, with a projected total cost of \$9,500,000, as described in the materials submitted to the Board. Construction authorization includes the authority to execute all necessary and requisite consulting and vendor contracts to fully implement the planning and design phases of the project.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**Office of the Idaho State Board of Education**  
**Capital Project Tracking Sheet**  
As of February, 2022

**History Narrative**

- 1 **Institution/Agency:** University of Idaho      **Project:** Capital Project Authorization Request, Bid, Award and Construction Phases, Proposed Idaho Center for Plant and Soil Health Facility, Parma Research and Extension Center University of Idaho, Parma, Idaho.
- 2 **Project Description:** A Capital Project to provide for the planning, programming, design, bid, award, and construction the proposed Idaho Center for Plant and Soil Health Facility at the Parma Research and Extension Center (PERC) of the University of Idaho.
- 3 **Project Use:** The new Idaho Center for Plant and Soil Health is to be located at the Parma Research and Extension Center (PREC) in Parma, Idaho. The new facility will support the on-going needs of faculty in the College of Agricultural and Life Sciences (CALS) and of the agricultural industry within the State of Idaho. It will replace aging and inadequate facilities currently existing at the PERC. The existing facilities are currently in excess of 50 years old and face substantial needs for modernization of infrastructure and equipment which inhibit the potential of research faculty and staff. The new facility will focus on research leading to healthy plants and healthy soil and will foster significant relationships and partnerships with Idaho agricultural industry leaders.
- 4 **Project Size:** Approx. 10,000 gsf

Project Cost History:	Sources of Funds				Use of Funds*			
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const	Other**	Total Uses
Initial Cost of Project. Planning, Programming and Design Phase Authorization Request. June 2020	\$ 3,000,000	\$ -	\$ 4,000,000	\$ 7,000,000	\$ 634,200	\$ 5,285,500	\$ 1,080,300	\$ 7,000,000
<b>History of Revisions:</b>								
Revised Cost of Project. Bid, Award and Construction Phase Authorization Request. February 2022			\$ 2,500,000	\$ 2,500,000	\$ 65,800	\$ 2,434,200		\$ 2,500,000
<b>Total Project Costs</b>	\$ 3,000,000	\$ -	\$ 6,500,000	\$ 9,500,000	\$ 700,000	\$ 7,719,700	\$ 1,080,300	\$ 9,500,000

15 \* Figures quoted are for the Total Project Cost.

16 \*\* Owner's Costs, FFE, & Project Contingency, Any carry forward amounts are to be used in future phases which may be approved by the Board of Regents.

History of Funding:	PBF	ISBA	Other Sources of Funds			Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other***		
Initial Cost of Project. Planning, Programming and Design Phase Authorization Request. June 2020	\$ 3,000,000	\$ -	\$ 3,000,000	\$ -	\$ 1,000,000	\$ 4,000,000	\$ 7,000,000
<b>History of Revisions:</b>							
Revised Cost of Project. Bid, Award and Construction Phase Authorization Request. February 2022					2,500,000	2,500,000	2,500,000
<b>Total</b>	\$ 3,000,000	\$ -	\$ 3,000,000	\$ -	\$ 3,500,000	\$ 6,500,000	\$ 9,500,000

25 \*\*\* UI College of Agricultural and Life Sciences; Federal IJJA Grant