

**CONSENT  
FEBRUARY 15, 2023**

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	BAHR - BOISE STATE UNIVERSITY - MULTI-YEAR EMPLOYMENT AGREEMENTS – MEN’S FOOTBALL DEFENSIVE AND OFFENSIVE COORDINATORS	Action Item
2	BAHR – BOISE STATE UNIVERSITY - ORACLE HCM CONTRACT RENEWAL	Action Item
3	BAHR – BOISE STATE UNIVERSITY – STUDENT UNION BUILDING FIRE ALARM	Action Item
4	BAHR – BOISE STATE UNIVERSITY – AUXILIARY GYMNASIUM REMODEL IN EXTRAMILE ARENA	Action Item
5	BAHR – BOISE STATE UNIVERSITY - ONLINE PROGRAM FEES – CRYPTOLOGY SECURITY ANALYST GRADUATE CERTIFICATE, PROJECT MANAGEMENT UNDERGRADUATE CERTIFICATE, AND SOCIAL MEDIAL CREATOR UNDERGRADUATE CERTIFICATE	Action Item
6	BAHR - IDAHO STATE UNIVERSITY - MULTI-YEAR EMPLOYMENT AGREEMENT – HEAD MEN’S FOOTBALL COACH	Action Item
7	BAHR - IDAHO STATE UNIVERSITY – ONLINE PROGRAM FEE – INDUSTRIAL CYBERSECURITY ENGINEERING TECHNOLOGY APPRENTICESHIP PROGRAM PROFESSIONAL FEE – GRADUATE CERTIFICATE IN NURSING EDUCATION	Action Item
8	IRSA – GENERAL EDUCATION MATRICULATION COMMITTEE APPOINTMENTS	Action Item
9	PPGA – INDIAN EDUCATION COMMITTEE APPOINTMENTS	Action Item

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
10	PPGA – UNIVERSITY OF IDAHO – FACILITIES NAMING	Action Item
11	PPGA – STEM ACTION CENTER – STEM SCHOOL DESIGNATION	Action Item
12	SDE – PROFESSIONAL STANDARDS COMMISSION APPOINTMENTS	Action Item
13	SDE – EMERGENCY PROVISIONAL CERTIFICATES	Action Item

**BOARD ACTION**

I move to approve the consent agenda.

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Employment agreements for Boise State University Football assistant coaches Spencer Danielson, Defensive Coordinator, and Bush Hamdan, Offensive Coordinator

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State is seeking to employ and contract with two football assistant coaching staff members, Defensive Coordinator Spencer Danielson and Offensive Coordinator Bush Hamdan. Board approval is requested for annual compensation to each coach in excess of \$350,000.

The contracts are standard and are in conformance with the template provided by the Board approved Model Agreement.

Mr. Danielson currently serves as the Defensive Coordinator, and a new contract and term are proposed. Danielson has served on the Broncos' coaching staff since 2017, including two years as co-defensive coordinator and defensive line coach. In 2020, Danielson served briefly as the Broncos interim head coach following coach Bryan Harsin's departure to Auburn.

Mr. Hamdan played for Boise State from 2004-2008 and has coached for the last 14 years:

- 2009 Student assistant at University of Colorado
- 2010 Offensive intern at University of Maryland
- 2011 Tight end coach at California State University, Sacramento
- 2012 Wide receivers mentoring at University of Florida
- 2013 Co-offensive coordinator/quarterbacks' coach at Arkansas State University
- 2014 Offensive coordinator/quarterbacks' coach at Davidson College
- 2015 Offensive quality control coach at University of Washington
- 2016 Wide receivers coach/pass game coordinator at University of Washington
- 2017 Quarterbacks coach for the Atlanta Falcons in the NFL
- 2018-2019 Offensive coordinator/quarterbacks' coach at University of Washington
- 2020-2021 Wide Receivers coach at University of Missouri
- 2020-222 Quarterbacks coach at University of Missouri

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**IMPACT**

Coordinator salaries are paid only from program revenues, media, donations and other non-state funds. Terms are as follows:

**Spencer Danielson**

**Term:** Fixed term contract of two years.

**Base Compensation:**

Year 1: \$425,000 (March 1, 2023 through Feb. 29, 2024)

Year 2: \$450,000 (March 1, 2024 through Feb. 28, 2025)

**Buy-Out Provision:** If Coach terminates early without cause, he may be required, at University's discretion, to pay liquidated damages as follows:

Year 1 (March 1, 2023 – February 29, 2024):

In Conference: \$425,000

Non-Conference: \$212,500

Professional League: \$106,250

Year 2 (March 1, 2024 – Feb. 28, 2025):

In Conference: \$225,000

Non-Conference: \$112,500

Professional League: \$56,250

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**Bush Hamdan**

**Term:** Fixed term contract of two years.

**Base Compensation:**

Year 1: \$400,000 (March 1, 2023 through Feb. 29, 2024)

Year 2: \$425,000 (March 1, 2024 through Feb. 28, 2025)

**Buy-Out Provision:** If Coach terminates early without cause, he may be required, at University's discretion, to pay liquidated damages as follows:

Year 1 (March 1, 2023 – February 29, 2024):

In Conference: \$400,000

Non-Conference: \$200,000

Professional League: \$100,000

Year 2 (March 1, 2024 – Feb. 28, 2025):

In Conference: \$212,500

Non-Conference: \$106,250

Professional League: \$53,125



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**Both Offensive and Defensive Coordinators**

**Pay for Performance - Academic:**

- a) If the annual APR rating is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to 3% of salary; **or**
- b) If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to 4% of salary; **or**
- c) If the annual APR rating is between 70%-79.9% of the 4-year National Ranking, Employee may receive a sum of up to 5% of salary; **or**
- d) If the annual APR rating is 80% or higher of the 4-year National Ranking, Employee may receive a sum of up to 6% of salary.

**Pay for Performance - Athletic:**

Regular Season & Non-New Year's Six Bowl Game:

Participation in	
Conference Championship Game	2% of salary
Conference Champion	6% of salary
Non-New Year's Six Bowl Game Win	4% of salary

Post-Season:

Participation in one of the New Year's	
Six Bowl Games	2% of salary
New Year's Six Bowl Game Win	6% of salary
CFP Playoff Appearance	6% of salary
CFP Playoff Win	12% of salary

Supplemental pay is cumulative and will not exceed \$25,000 per contract year, for APR and Regular Season & Non-New Year's Bowl Game, except for any incentive awarded for participating in or winning a New Year's Six Bowl Game or CFP playoff game, which will be cumulative at 12% of salary.

Each contract contains a provision that the contract is terminable on 30 days' notice if the head coach is no longer employed by the University.

**ATTACHMENTS**

- Attachment 1 – 2016-2020 APR Summary Danielson
- Attachment 2 – Proposed Contract for Spencer Danielson
- Attachment 3 – Redline of Danielson Proposed Contract to Model Agreement
- Attachment 4 – Redline of Danielson Proposed Contract to Current Agreement
- Attachment 5 – Danielson Maximum Compensation Calculation
- Attachment 6 – Base Salary and Incentive Comparison – Def. Coord

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Attachment 7 – Liquidated Damages Comparison – Def. Coord  
Attachment 8 – 2016-2020 APR Summary  
Attachment 9 – Proposed Contract for Bush Hamdan  
Attachment 10 – Redline of Hamdan Proposed Contract to Model Agreement  
Attachment 11– Hamdan Maximum Compensation Calculation  
Attachment 12 – Base Salary and Incentive Comparison – Off. Coord  
Attachment 13 – Liquidated Damages Comparison – Off. Coord

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed employment agreements are in substantial conformance with the Board's model contract. Information regarding the university's obligation to pay liquidated damages and how that compares to other institutions is included in the Attachments 7 and 13.

**BOARD ACTION**

I move to approve the request by Boise State University to enter into an employment agreement with Spencer Danielson, Defensive Coordinator for its football team, as presented in the attached documents.

AND

I move to approve the request by Boise State University to enter into an employment agreement with Bush Hamdan as Offensive Coordinator for its football team, as presented in the attached documents.

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

**BOISE 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
<b>Football</b>	990	997	983	990
<b><i>National % Rank by Sport</i></b>	<b><i>80-90</i></b>	<b><i>90-100</i></b>	<b><i>80-90</i></b>	<b><i>90-100</i></b>

**REPORT YEAR**

Raw Score for single year

***Percentile Rank for Sport*****MULTI-YEAR APR (4-Year Rolling Average)**

<b>Football</b>	979	981	985	990
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## EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (the University) and Spencer Danielson (Coach).

### ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Defensive Coordinator (the Position) 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 Head Coach of the Team (the Head Coach) or the Head Coach's designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach's designee and shall confer with the Head Coach or the Head Coach's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the Director).

1.3. Duties. Coach shall serve as the Defensive Coordinator of 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 assistant coach of the Team, and within the same or similar job category or family, or a fundraising position supporting Athletics, upon mutual agreement between the Director of Athletics and Coach, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease. In the event that the Director of Athletics and Coach cannot mutually agree upon such reassignment, then Coach will be deemed to have resigned at the end of the then-existing annual term wherein the reassignment was proposed.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of two (2) years commencing on March 1, 2023 and terminating, without further notice to Coach, on February 28, 2025 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement may be extended or renewed solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

## ARTICLE 3

3.1. Regular Compensation.

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

- a) An annual salary as follows:  
March 1, 2023 – February 29, 2024 = \$425,000;  
March 1, 2024 – February 28, 2025 = \$450,000;  
payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; and
- b) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional 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, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and
- d) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

salary stated in Section 3.1.1(a) above; however, any deduction shall not be a greater percentage than that applied to any other employee of a comparable level.

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

3.2.1 Athletic Achievement Incentive Pay.

Regular Season & Non-New Year's Six Bowl Game:

Participation in Conference Championship	2% of salary
Conference Champion	6% of salary
Non-New Year's Six Bowl Game Win	4% of salary

Post-Season:

Participation in one of the New Year's Six Bowl Games	2% of salary
New Year's Six Bowl Game Win	6% of salary
CFP Playoff Appearance	6% of salary
CFP Playoff Win	12% of salary

*Maximum Cumulative Post-Season 12% of salary*

Any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be paid on the first regular pay date in February as long as the Coach remains continuously employed as the Defensive Coordinator on that date.

3.2.2 Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned for the most recent academic year if the annual Team Academic Progress Rate (APR) ranks nationally within football as follows:

- a) If the annual APR rating is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to 3% of salary; **or**
- b) If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to 4% of salary; **or**
- c) If the annual APR rating is between 70%-79.9% of the 4-year National Ranking, Employee may receive a sum of up to 5% of salary; **or**
- d) If the annual APR rating is 80% or higher of the 4-year National Ranking, Employee may receive a sum of up to 6% of salary.

Any supplemental compensation awarded as Academic Achievement Incentive Pay, shall be paid as soon as reasonably practicable following APR rating determination and

verification by the National Collegiate Athletic Association (NCAA), as long as Coach remains continuously employed as Defensive Coordinator on that date.

3.2.3 Conditions for payment of Athletic and Academic Achievement supplemental compensation.

All supplemental compensation amounts outlined in this Section 3.2 shall be cumulative and shall in no event exceed \$25,000 per year, except for any incentive awarded for participating in or winning a New Year's Six Bowl Game or CFP playoff game, which incentive(s) shall be awarded separately as outlined above. For these purposes, the year ends on the last day of February.

If Coach qualifies for any supplemental compensation, the amount paid to the Coach will be calculated on the percentage of base salary at time of occurrence. Provided, however, if conditions beyond the control of the University prevent the University from hosting home competitions at full capacity, supplemental compensation may be less than the amounts in Sections 3.2.1 and 3.2.2, above. If Coach is hired for a partial calendar year, Academic Achievement Incentive Pay will be prorated for any partial calendar year.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors. Coach is not entitled to supplemental compensation if Coach is placed on administrative leave or otherwise not performing the duties of Coach during the time the applicable achievement is attained.

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

3.2.4 Employee agrees that the University has the priority right to operate athletic camps and/or clinics on its campus using University facilities.

- a) If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the camps and/or clinics, the University shall pay Coach supplemental compensation.

- b) If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:
  - i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;
  - ii. Payment for the University's facilities; and
  - iii. Provision proof of liability insurance.

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

3.3. Footwear; Apparel; Equipment. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

#### ARTICLE 4

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

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

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



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

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the football conference of which the University is a member (Conference), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) the policies of the Department; (b) the University's Policy Manual; (c) Board policies; (d) the rules and regulations of the Conference; and (e) NCAA rules and regulations.

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

4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. 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. 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.

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

## ARTICLE 5

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

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

- a) A deliberate or major violation of Coach’s duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach’s abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days’ absence of Coach from duty without the University’s consent;

- e) Any serious or repetitive misconduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The material 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 should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.5 of this Agreement.

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, the University shall notify Coach whether, and if so when, the action will be effective.

5.1.3. In the event of any termination for 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 Danielson Contract

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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 due to Resignation or Termination of Head Coach**

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

**5.3. Termination of Coach for Convenience of University.**

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

5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.

Liquidated damages are subject to mitigation and offset such that Coach must use reasonable best efforts to obtain other employment during the original term of this Agreement and, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment.

Coach specifically agrees to inform the University within ten business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to the University all compensation received from the University after the date other employment is obtained.

In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains other employment, whichever occurs first. Coach shall be

entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

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

5.4. Termination by Coach for Convenience.

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

5.4.2. 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.

5.4.3. If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, an amount equal to: Coach's base salary at the time of termination, divided by twelve, such amount multiplied by the number of months remaining of the Term under this Agreement at the time of termination, but in no event to exceed six (6) months, with such product multiplied by:

- a) 1.0 if Coach has accepted or before the end of the Term of this Employment Contract accepts, a position as assistant coach or coordinator at any member institution of the Conference; or
- b) 0.5 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach or coordinator at any other (i.e., non-Conference member) institution of higher education in the United States; or
- c) 0.25 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach for

any football team participating in any professional league or conference in the United States or Canada.

And further, if Coach terminates this Agreement for convenience during the first twelve months of the Term, then the multiplier will be double the multiplier as listed above.

For clarity, if Coach enters into a contract before the end of the Term of this Employment Contract, to serve in the position as a head coach at any institution of higher education in the United States or for the position as head coach for any team participating in any professional league or conference in the United States or Canada, Coach will not owe the University liquidated damages. Coach shall owe no liquidated damages to the University if Coach terminates this Agreement for convenience to commence employment other than as described above.

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

If Coach terminates this Agreement for convenience and does not immediately commence other employment as described above, and therefore does not pay the liquidated damages, but then at a future date within the remaining term of this Agreement, or enters into an agreement to commence in the future, other employment as described above, then liquidated damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts such employment.

The University, in its sole discretion, may elect to waive a portion of the liquidated damages due to the University.

5.4.4. The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. For clarity, this Section 5.3 shall not apply if Coach terminates this Agreement to accept employment that is not Similar or Related Employment. This Section 5.3. is also inapplicable if Coach terminates this Agreement because of a material breach by the University.

5.5. Termination due to Disability or Death of Coach.

5.5.1. 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, or dies.

5.5.2. 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.

5.5.3. 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, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability related benefits to which he is entitled by virtue of employment with the University.

5.6. 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.

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

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

## ARTICLE 6

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

6.2. University Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by 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 strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

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

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

the University:	Boise State University Director of Athletics 1910 University Drive
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Boise, Idaho 83725-1020

with a copy to:

Boise State University  
Office of the President  
1910 University Drive  
Boise, Idaho 83725-1000

Coach:

Spencer Danielson  
Last known address on file with  
University's Human Resource Services

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

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

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

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

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

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

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

**University**

**Coach**

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Jeramiah Dickey  
Director of Athletics

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Spencer Danielson

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Date

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Date

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Dr. Marlene Tromp  
President

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Date

Approved by the Idaho State Board of Education on the \_\_\_\_ day of February, 2023.

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

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between \_\_\_\_\_ (University (College), and \_\_\_\_\_ Boise State University  
(the University) and Spencer Danielson (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~~ Defensive Coordinator (the Position) of its intercollegiate (Sport)football team (Team) ~~(or Director of Athletics). Coach (Director). Coach~~ represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

~~4.2.—Reporting Relationship.~~ Coach shall report and be responsible directly to the University (College)'s Athletic Director (Director) University's Head Coach of the Team (the Head Coach) or the Director's Head Coach's designee. Coach shall abide by the reasonable instructions of Director Head Coach or the Director's Head Coach's designee and shall confer with the Director Head Coach or the Director's Head Coach's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University (College)'s Chief Executive Officer (Chief Executive Officer).

1.2. Duties. ~~Coach shall manage and supervise~~ University's Director of Athletics (the Director).

~~4.3.—Duties.~~ Coach shall serve as the Defensive Coordinator of the Team and shall perform such other duties in the University (College)'s 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 assistant 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) shall cease.~~

1.3. and within the same or similar job category or family, or a fundraising position supporting Athletics, upon mutual agreement between the Director of Athletics and Coach, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease. In the event that the Director of Athletics and Coach cannot mutually agree upon such reassignment, then Coach will be deemed to have resigned at the end of the then-existing annual term wherein the reassignment was proposed.

## ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~(two (2))~~ years, commencing on March 1, 2023 and terminating, without further notice to Coach, on February 28, 2025 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement ~~is renewable~~ may be extended or renewed 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 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 \$\_\_\_\_\_ per year, as follows:~~  
March 1, 2023 – February 29, 2024 = \$425,000;  
March 1, 2024 – February 28, 2025 = \$450,000;  
 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;~~  
President and approved by the Board; and
- b) ~~Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and~~
- c) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty ~~exempt professional~~ 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~~ Coach does not accrue ~~any and use~~ annual leave ~~hours, and (vacation) hours but~~ 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 Department of Athletics (Department)d~~  
Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- ~~e) The opportunity to receive such employee benefits as the Department~~ provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

#### ~~Supplemental Compensation~~

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

~~3.2.2 Each year the Team is ranked in the top 25 in the (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

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

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

~~3.2.5 Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on; however, any deduction shall not be a greater percentage than that applied to any other employee of a comparable level.~~

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

3.2.1 Athletic Achievement Incentive Pay.

Regular Season & Non-New Year's Six Bowl Game:

<u>Participation in Conference Championship</u>	<u>2% of salary</u>
<u>Conference Champion</u>	<u>6% of salary</u>
<u>Non-New Year's Six Bowl Game Win</u>	<u>4% of salary</u>

Post-Season:

Participation in one of the New Year's

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<u>Six Bowl Games</u>	<u>2% of salary</u>
<u>New Year's Six Bowl Game Win</u>	<u>6% of salary</u>
<u>CFP Playoff Appearance</u>	<u>6% of salary</u>
<u>CFP Playoff Win</u>	<u>12% of salary</u>
 <u>Maximum Cumulative Post-Season</u>	 <u>12% of salary</u>

Any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be paid on the first regular pay date in February as long as the Coach remains continuously employed as the Defensive Coordinator on that date.

### 3.2.2 Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned for the most recent academic year if the annual Team Academic Progress Rate (APR) ranks nationally within football as follows:

- a) If the annual APR rating is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to 3% of salary; **or**
- b) If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to 4% of salary; **or**
- c) If the annual APR rating is between 70%-79.9% of the 4-year National Ranking, Employee may receive a sum of up to 5% of salary; **or**
- d) If the annual APR rating is 80% or higher of the 4-year National Ranking, Employee may receive a sum of up to 6% of salary.

Any supplemental compensation awarded as Academic Achievement Incentive Pay, shall be paid as soon as reasonably practicable following APR rating determination and verification by the National Collegiate Athletic Association (NCAA), as long as Coach remains continuously employed as Defensive Coordinator on that date.

### 3.2.3 Conditions for payment of Athletic and Academic Achievement supplemental compensation.

All supplemental compensation amounts outlined in this Section 3.2 shall be cumulative and shall in no event exceed \$25,000 per year, except for any incentive awarded for participating in or winning a New Year's Six Bowl Game or CFP playoff game, which incentive(s) shall be awarded separately as outlined above. For these purposes, the year ends on the last day of February.

If Coach qualifies for any supplemental compensation, the amount paid to the Coach will be calculated on the percentage of base salary at time of occurrence. Provided, however, if conditions beyond the control of the University prevent the University from hosting home

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competitions at full capacity, supplemental compensation may be less than the amounts in Sections 3.2.1 and 3.2.2, above. If Coach is hired for a partial calendar year, Academic Achievement Incentive Pay will be prorated for any partial calendar year.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors. Coach is not entitled to supplemental compensation if Coach is placed on administrative leave or otherwise not performing the ~~dated~~ duties of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid ~~(terms or conditions of payment)~~.

~~3.2.6 (SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~  
~~Coach~~Coach during the time the applicable achievement is attained.

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

3.2.4 Employee agrees that the University ~~(College)~~ has the ~~exclusive~~ priority right to operate ~~youth (Sport) camps on its campus using University (College) facilities.~~ The ~~University (College)~~ athletic camps and/or clinics on its campus using University facilities.

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

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

- a) ~~The summer youth camp operation reflects positively on the University (College) and the Department;~~
- b) ~~The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. Coach shall not use University (College) personnel, equipment, or facilities without the prior written approval of the Director;~~

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- ~~e) Assistant coaches at the University (College) are given priority when Coach or the private enterprise selects coaches to participate;~~
- ~~d) Coach complies supplemental compensation.~~
- b) If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:  
Coach compliance 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)~~
  - ~~i. 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~~  
camps and/or clinics;

- ii. Payment for the University's facilities; and
- iii. Provision proof of liability insurance.

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~~  
~~and/or clinic~~ to be held by the 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—3.3. Footwear; Apparel; Equipment. Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College)~~. ~~Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s reasonable request, Coach will consult with appropriate parties concerning an (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by (Company Name), or give a lecture at an event sponsored in whole or in part by (Company Name), or make other educationally related appearances as may be reasonably requested by the University (College). Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder Coach's duties and obligations as head (Sport) coach.~~ In order to avoid entering into an agreement with a competitor of ~~(Company Name)~~ any University selected vendors, 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 Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, ~~including (Company Name)~~, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

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## ARTICLE 4

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

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

— 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~~;

~~4.1.2. wellbeing;~~

~~4.1.2.4.1.3.~~ 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

~~4.1.3.4.1.4.~~ Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University ~~(College)~~, the Board, the ~~conference, and the NCAA (or NAIA)~~ football conference of which the University is a member (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 (College)'s~~ University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations.— Coach shall ~~cooperate fully with the University (College) and Department at all times. The names or titles of employees whom Coach supervises are attached as Exhibit B. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University (College)'s (Faculty Staff) Handbook; (c) University (College)'s Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the (Sport) conference of which the University (College) is a member~~ promote an atmosphere of compliance with the rules and regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) the policies of the Department; (b) the University's Policy Manual; (c) Board policies; (d) the rules and regulations of the Conference; and (e) NCAA rules and regulations.

— 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 unreasonably~~ detract from those duties in any manner, or that, in the ~~reasonable~~ opinion of the University ~~(College), the Department~~, would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach

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may, with the prior written approval of the Head Coach and the Director, who may consult with the ~~Chief Executive Officer~~ President, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's ~~Coach's~~ obligations under this Agreement. Coach ~~may not use the University (College)'s~~ shall report such outside income and business interests to the University in accordance with Section 4.3 of this Agreement. Coach may not use nor may Coach authorize third parties to use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and the ~~Chief Executive Officer~~.

~~4.3 — NCAA (or NAIA) Rules~~ President (such approval not to be unreasonably withheld).

4.3. Outside Income. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the ~~University (College)'s Chief Executive Officer for all athletically~~ President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits ~~to the University (College)'s Chief Executive Officer whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University (College) work day preceding June 30th in accordance with the Department's Outside Income Reporting Form.~~ 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.~~

4.4. 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.

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4.74.5. Disclosure of ~~Serious Misconduct~~.—Criminal Proceedings, Serious Misconduct and Discipline. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused of, investigated for, convicted of, or pled guilty or no contest to ~~a felony or misdemeanor involving serious misconduct, or received a withheld judgement for a felony or misdemeanor, has been accused of serious misconduct in a civil suit or internal process at any prior institution where Coach was employed,~~ or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. “Serious misconduct” is defined as any act of ~~sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.~~

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

## ARTICLE 5

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

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

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- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- 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~~ 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 consent~~;
- d) Any conduct University's consent;
- e) Any serious or repetitive misconduct of Coach that constitutes moral turpitude or that would, in the University (College)'s University's judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;
- f) The material 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 ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the ~~conference~~ Conference, or the NCAA ~~(NAIA)~~;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the ~~conference~~ Conference, or the NCAA ~~(NAIA)~~, by one of ~~Coach's~~ assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the conference, or the NCAA ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a



member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

- j) The failure of Coach to disclose ~~Serious Misconduct~~ any criminal proceeding or accusation or finding of serious misconduct as required in Section ~~4.7~~ 4.5 of this Agreement.

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)~~ the University shall notify Coach whether, and if so when, the action will be effective.

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

## 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~~ due to Resignation or Termination of Head Coach

~~In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) 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.~~

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Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

### 5.3. Termination of Coach for Convenience of University.

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

5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a) ~~(before, excluding all 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., on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.

Liquidated damages are subject to mitigation and offset such that Coach must use reasonable best efforts to obtain other employment during the original term of this Agreement and, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment.

Coach specifically agrees to inform the University within ten business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. ~~Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end.~~ Coach further agrees to repay to the University all compensation received from the University ~~(College)~~ after the date other employment is obtained.

~~5.2.3~~ In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains other employment, whichever occurs first. Coach

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shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

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

5.3-5.4. Termination by Coach for Convenience.

5.3-15.4.1. Coach recognizes that Coach's promise to work for University ~~(College)~~the University 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.

5.3-25.4.2. 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)~~.

5.3-35.4.3. 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: \_\_\_\_\_; an amount equal to: Coach's base salary at the time of termination, divided by twelve, such amount multiplied by the number of months remaining of the Term under this Agreement at the time of termination, but in no event to exceed six (6) months, with such product multiplied by:

- a) 1.0 if Coach has accepted or before the end of the Term of this Employment Contract accepts, a position as assistant coach or coordinator at any member institution of the Conference; or
- b) 0.5 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach or coordinator at any other (i.e., non-Conference member) institution of higher education in the United States; or

- c) 0.25 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach for any football team participating in any professional league or conference in the United States or Canada.

And further, if Coach terminates this Agreement for convenience during the first twelve months of the Term, then the multiplier will be double the multiplier as listed above.

For clarity, if Coach enters into a contract before the end of the Term of this Employment Contract, to serve in the position as a head coach at any institution of higher education in the United States or for the position as head coach for any team participating in any professional league or conference in the United States or Canada, Coach will not owe the University liquidated damages. Coach shall owe no liquidated damages to the University if Coach terminates this Agreement for convenience to commence employment other than as described above.

The liquidated damages shall be due and payable within ~~twenty (20)~~sixty (60) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

5.3.4 If Coach terminates this Agreement for convenience and does not immediately commence other employment as described above, and therefore does not pay the liquidated damages, but then at a future date within the remaining term of this Agreement, or enters into an agreement to commence in the future, other employment as described above, then liquidated damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts such employment.

The University, in its sole discretion, may elect to waive a portion of the liquidated damages due to the University.

5.4.4. 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)the University shall constitute adequate and reasonable compensation to University (College)the University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty.-This Section 5.3.4 For clarity, this Section 5.3 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.

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~~5.4~~to accept employment that is not Similar or Related Employment. This Section 5.3. is also inapplicable if Coach terminates this Agreement because of a material breach by the University.

5.5. Termination due to Disability or Death of Coach.

~~5.4.1~~5.5.1. 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~~Position, or dies.

~~5.4.2~~5.5.2. If this Agreement is terminated because of ~~Coach's~~Coach's death, ~~Coach's~~Coach's salary and all other benefits shall terminate as of the last day worked, except that ~~Coach's~~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~~Coach's estate or beneficiaries thereunder.

~~5.4.3~~5.5.3. 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~~Position, 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~~he is entitled by virtue of employment with the University ~~(College)~~.

~~5.5.6.~~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~~5.7.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~~5.8.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 and the University policies.~~

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## ARTICLE 6

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

6.2. University-(College) Property. All personal property (excluding vehicle(s) provided through the ~~\_\_\_\_\_~~ courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, 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 strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile

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governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

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

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

the University ~~(College)~~: ~~Director of Athletics~~

\_\_\_\_\_  
\_\_\_\_\_

with a copy to: ~~Chief Executive Officer~~

\_\_\_\_\_  
\_\_\_\_\_

: Boise State University  
Director of Athletics  
1910 University Drive  
Boise, Idaho 83725-1020

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

Coach: Spencer Danielson  
Last known address on file with  
University (College)'s University's Human Resource Services

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

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

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

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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, or other designation of the University ~~—(College)~~ (including contraction, abbreviation or simulation), except in the course and scope of his official University ~~(College)~~ duties.

6.14. 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: \_\_\_\_\_  
 Chief Executive Officer  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 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.]~~

University

Coach

Jeramiah Dickey  
Director of Athletics

Spencer Danielson

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Date

Date

Dr. Marlene Tromp  
President

Date

Approved by the Idaho State Board of Education on the \_\_\_\_ day of February, 2023.

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## EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (the University) and Spencer Danielson (Coach).

### ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Defensive Coordinator (the Position) 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 Head Coach of the Team (the Head Coach) or the Head Coach's designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach's designee and shall confer with the Head Coach or the Head Coach's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the Director).

1.3. Duties. Coach shall serve as the Defensive Coordinator of 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 assistant coach of the Team, and within the same or similar job category or family, or a fundraising position supporting Athletics, upon mutual agreement between the Director of Athletics and Coach, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease. In the event that the Director of Athletics and Coach cannot mutually agree upon such reassignment, then Coach will be deemed to have resigned at the end of the then-existing annual term wherein the reassignment was proposed.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of two (2) years commencing on March 1, ~~2024~~2023 and terminating, without further notice to Coach, on February 28, ~~2023~~2025 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement may be extended or renewed ~~is renewable~~ solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.



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## ARTICLE 3

3.1. Regular Compensation.

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

- a) An annual salary ~~of \$280,009.60, as follows:~~  
March 1, 2023 – February 29, 2024 = \$425,000;  
March 1, 2024 – February 28, 2025 = \$450,000;  
 payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; and
- b) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional 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, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and
- d) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

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salary stated in Section 3.1.1(a) above; however, any deduction shall not be a greater percentage than that applied to any other employee of a comparable level.

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

3.2.1—                      Athletic Achievement Incentive Pay.

Regular Season & Non-~~NY~~New Year's Six Bowl Game:

<u>Mountain Division Champion</u>	<u>Participation</u>	<u>in</u>	<u>Conference</u>
<u>Championship</u>	2% of salary		
Conference Champion		6% of salary	
Non-New <del>Year</del> <u>Year's</u> Six Bowl Game Win	<u>                    </u>	4% of salary	

Post-Season:

Participation in one of the New Year's Six Bowl Games	2% of salary
New Year's Six Bowl Game Win	6% of salary
CFP Playoff Appearance	6% of salary
CFP Playoff Win	12% of salary

*Maximum Cumulative Post-Season* ~~10~~12% of salary

Any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be paid on the first regular pay date in February as long as the Coach remains continuously employed as the ~~Assistant Coach~~Defensive Coordinator on that date.

3.2.2.—                      Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned for the most recent academic year if the annual Team Academic Progress Rate (APR) ranks nationally within football as follows:

~~2020-21 Academic Year~~

- ~~e) — If the annual Academic Progress Rate rating for 2020-2021 is between 955-959, Employee may receive a sum of \$1,000; or~~
- ~~d) — If the annual APR rating for 2020-2021 is between 960-964, Employee may receive a sum of \$1,500; or~~
- ~~e) — If the annual APR rating for 2020-2021 is between 965-969, Employee may receive a sum of \$2,000 or~~
- ~~f) — If the annual APR rating for 2020-2021 is 970 or higher, Employee may receive a sum of \$2,500.~~

And;

- ~~i) If the annual APR rating for 2020-2021 is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to 1.5% of salary; or~~
- ~~j) If the annual APR rating for 2020-2021 is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to 2% of salary; or~~
- ~~k) If the annual APR rating for 2020-2021 is between 70%-79.9% of the 4-year National Ranking, Employee may receive a sum of up to 2.5% of salary; or~~
- ~~l) If the annual APR rating for 2020-2021 is 80% or higher of the 4-year National Ranking, Employee may receive a sum of up to 3% of salary.~~

#### ~~2021-22 & 2022-23 Academic Years~~

- ~~p)a)~~ If the annual APR rating is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to 3% of salary; **or**
- ~~q)b)~~ If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to 4% of salary; **or**
- ~~r)c)~~ If the annual APR rating is between 70%-79.9% of the 4-year National Ranking, Employee may receive a sum of up to 5% of salary; **or**
- ~~s)d)~~ If the annual APR rating is 80% or higher of the 4-year National Ranking, Employee may receive a sum of up to 6% of salary.

Any supplemental compensation awarded as Academic Achievement Incentive Pay, shall be paid as soon as reasonably practicable following APR rating determination and verification by the National Collegiate Athletic Association (NCAA), as long as Coach remains continuously employed as ~~Assistant Coach~~Defensive Coordinator on that date.

3.2.3- Conditions for payment of Athletic and Academic Achievement supplemental compensation.

All supplemental compensation amounts outlined in this Section 3.2 shall be cumulative and shall in no event exceed ~~\$20,000~~\$25,000 per year, except for any incentive awarded for participating in or winning a New Year's Six Bowl Game or CFP playoff game, which incentive(s) shall be awarded separately as outlined above. For these purposes, the year ends on the last day of February.

If Coach qualifies for any supplemental compensation, the amount paid to the Coach will be calculated on the percentage of base salary at time of occurrence. Provided, however, if conditions beyond the control of the University prevent the University from hosting home competitions at full capacity, supplemental compensation may be less than the amounts in Sections

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3.2.1 and 3.2.2, above. If Coach is hired for a partial calendar year, Academic Achievement Incentive Pay will be prorated for any partial calendar year.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors. Coach is not entitled to supplemental compensation if Coach is placed on administrative leave or otherwise not performing the duties of Coach during the time the applicable achievement is attained.

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

3.2.4- Employee agrees that the University has the priority right to operate athletic camps and/or clinics on its campus using University facilities.

- a) If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the camps and/or clinics, the University shall pay Coach supplemental compensation.
- b) If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:
  - i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;
  - ii. Payment for the University's facilities; and
  - iii. Provision proof of liability insurance.

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

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

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

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

#### ARTICLE 4

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

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

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

~~4.1.4.~~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

~~4.1.5.~~4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the football conference of which the University is a member (Conference), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) the policies of the Department; (b) the University's Policy Manual; (c) Board policies; (d) the rules and regulations of the Conference; and (e) NCAA rules and regulations.

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

4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. 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. 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.

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

## ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any ~~conduct~~ serious or repetitive misconduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The material 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 should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.5 of this Agreement.

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, the University shall notify Coach whether, and if so when, the action will be effective.

5.1.3.— \_\_\_\_\_ In the event of any termination for 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 due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

### 5.3. Termination of Coach for Convenience of University.

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

5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.

Liquidated damages are subject to mitigation and offset such that Coach must use reasonable best efforts to obtain other employment during the original term of this Agreement and, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment.

Coach specifically agrees to inform the University within ten business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to the University all compensation received from the University after the date other employment is obtained.

In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains other employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

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

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#### 5.4. Termination by Coach for Convenience.

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

5.4.2. 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.

5.4.3. If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, an amount equal to: Coach's base salary at the time of termination, divided by twelve, such amount multiplied by the number of months remaining of the Term under this Agreement at the time of termination, but in no event to exceed six (6) months, with such product multiplied by:

- a) 1.0 if Coach has accepted or before the end of the Term of this Employment Contract accepts, a position as assistant coach or coordinator at any member institution of the Conference; or
- b) 0.5 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach or coordinator at any other (i.e., non-Conference member) institution of higher education in the United States; or
- c) 0.25 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach for any football team participating in any professional league or conference in the United States or Canada.

And further, if Coach terminates this Agreement for convenience during the first twelve months of the Term, then the multiplier will be double the multiplier as listed above.

For clarity, if Coach enters into a contract before the end of the Term of this Employment Contract, to serve in the position as a head coach at any institution of higher education in the United States or for the position as head coach for any team participating in any professional league or conference in the United States or Canada, Coach will not owe the University liquidated

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damages. Coach shall owe no liquidated damages to the University if Coach terminates this Agreement for convenience to commence employment other than as described above.

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

If Coach terminates this Agreement for convenience and does not immediately commence other employment as described above, and therefore does not pay the liquidated damages, but then at a future date within the remaining term of this Agreement, or enters into an agreement to commence in the future, other employment as described above, then liquidated damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts such employment.

The University, in its sole discretion, may elect to waive a portion of the liquidated damages due to the University.

~~Coach's obligation, if any, to repay relocation expenses is based on duration of employment and not related to reason for termination and is separate from any obligation to pay liquidated damages.~~

5.4.4. The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. For clarity, this Section 5.3 shall not apply if Coach terminates this Agreement to accept employment that is not Similar or Related Employment. This Section 5.3. is also inapplicable if Coach terminates this Agreement because of a material breach by the University.

~~5.4.5. 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.~~

#### 5.5. Termination due to Disability or Death of Coach.

5.5.1. 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, or dies.

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5.5.2. 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.

5.5.3. 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, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability related benefits to which he is entitled by virtue of employment with the University.

5.6. 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.

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

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

## ARTICLE 6

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

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

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

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

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

the University:	Boise State University Director of Athletics 1910 University Drive Boise, Idaho 83725-1020
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with a copy to:                      Boise State University  
   Office of the President  
   1910 University Drive  
   Boise, Idaho 83725-1000

Coach:                                      Spencer Danielson  
   Last known address on file with  
   University's Human Resource Services

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

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

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

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

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

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

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

**University**

**Coach**

Jeramiah Dickey  
Director of Athletics

Spencer Danielson

Date

Date

Dr. Marlene Tromp  
President

Date



**EMPLOYMENT AGREEMENT  
AMENDMENT — EXTENSION**

This Amendment is effective as of the date of final signature below by and between Boise State University (the University) and Spencer Danielson (Coach). The following terms and conditions amend and extend the Employment Agreement between the parties.

1. ~~Section 2.1 is amended to extend the Term by one year; the Term will now terminate on February 29, 2024.~~
2. ~~Section 3.1.1.a is amended to increase the annual salary to \$290,014.40 for the period beginning March 1, 2022.~~
3. ~~Section 3.2.2 is amended to provide that the Academic Achievement Incentive Pay for the 2022-24 Academic Years is the same as the 2021-22 Academic Year.~~
4. ~~For clarity, Section 5.4.3 remains the same and pursuant to this extension, the Term ends February 29, 2024.~~
5. ~~All other terms and conditions shall also remain unchanged.~~

University \_\_\_\_\_ Coach \_\_\_\_\_

\_\_\_\_\_  
Jeramiah Diekey  
Director of Athletics

\_\_\_\_\_  
Spencer Danielson

\_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Dr. Marlene Tromp  
President

\_\_\_\_\_  
Date \_\_\_\_\_

Approved by the Idaho State Board of Education on the \_\_\_\_ day of February, 2023.

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Coach Spencer Danielson Maximum Compensation Calculation - 2023-2025				
			<b>2023-2024</b>	<b>2024-2025</b>
3.1	Annual Base Salary		\$ 425,000	\$ 450,000
3.2	Additional Pay based on Athletic and Academic Achievements		\$ 76,000	\$ 79,000
	Total Maximum potential annual compensation under Employment Agreement		\$ 501,000	\$ 529,000

**Salary and Incentive Comparisons  
Head XX Coaches in Mountain West Conference**

**ATTACHMENT 6**

<b>Coach</b>	<b>School</b>	<b>Base Salary</b>	<b>Incentives</b>
Brian Knorr	Air Force	Unknown	Unknown
Spencer Danielson	Boise State	\$ 425,000	See Contract
Freddie Banks	Colorado State	\$ 325,000	Unknown
Kevin Coyle	Fresno State	\$ 354,800	<p><b>Affiliated Conference Success</b></p> <ul style="list-style-type: none"> <li>a) Eight percent (8%) of current annual base salary if Mountain West Conference or at-large bowl game participant</li> <li>b) Ten percent (10%) of current annual base salary if Mountain West Conference or at-large bowl game and Mountain West Conference Division Champions</li> <li>c) Twelve percent (12%) of current annual base salary if Mountain West Conference or at-large bowl game and Mountain West Conference Championship game winner</li> <li>d) Sixteen percent (16%) of current base salary if Mountain West Conference Championship game winner and BCS/CFP bowl game participant</li> </ul> <p><i>Must be employed as the Assistant Coach: Defensive Coordinator at the bowl game to be eligible for any of these bonuses. Only one may be awarded</i></p> <p><b>Additional Bonus Opportunities</b></p> <ul style="list-style-type: none"> <li>a) \$5,000 – Ranked in the top 3 in the Mountain West Conference for scoring defense.</li> <li>b) \$5,000 – Ranked in the top 15 in the nation for total defense.</li> <li>c) \$5,000 – Ranked in the top 15 in the nation for turnovers recovered.</li> </ul> <p>The performance relating to the Mountain West Conference (MWC) ranking will be evaluated at the conclusion of the MWC regular season (excluding the MWC Championship contest). However, the national rankings will be concluded at the end of the regular season contests for all Division I FBS conferences.</p>
Jacob Yoro	Hawaii	\$ 304,500	Unknown
Kwame Agyeman	Nevada	Unknown	Unknown
Mike Bethea	Kevin Coyle	Unknown	Unknown
Rocky Long	New Mexico	\$ 300,000	<p><b>Incentive Salary:</b> An incentive payment is a direct payment over and above the Coach's base salary, in an amount to be determined by the DIA subject to the approval of the University President or designee and subject to availability of funds. Coach is eligible for an incentive payment upon achieving performance criteria established by the DIA in his exclusive discretion, and which are subject to annual review and revision by the DIA. Coach will be eligible for such incentive salary payments after completing the Contract Term in which the incentive is earned. Incentive payments, if any, will be paid no later than <b>ninety (90)</b> days after the end of the Contract Term. In order to be eligible for incentive payments under this provision, Coach must be currently employed by the University at the time that the incentive payment is due. Coach understands and agrees that incentive payments, if any, are taxable compensation to Coach and that Coach is solely responsible for the tax consequences associated therewith.</p>
Kurt Mattix	San Diego State	\$ 330,000	Unknown

**Salary and Incentive Comparisons  
Head XX Coaches in Mountain West Conference**

**ATTACHMENT 6**

Derrick Odum	San Jose State	\$ 353,652	Employee will receive \$3000 if the football team has at least a .500 record (i.e., 6-6) before the bowl game and participates in the bowl game, to be paid as follows: \$1,500 to be paid within 30 days of the bowl game and \$1,500 to be paid in July following the bowl game if Employee is still employed at the University.
Keith Heyward	UNLV	\$ 303,000	Unknown
Ephraim Banda	Utah State	\$ 400,000	Unknown
Jay Sawvel	Wyoming	\$ 242,256	EMPLOYEE may be eligible, from time to time during the term of this Agreement, to receive supplemental compensation for performance resulting in a coach qualifying for an incentive payment provided in that coach's contract. The amount of the supplemental compensation, the timing of the payment and the source of funding for the supplemental compensation shall be determined by the Director of Intercollegiate Athletics in consultation with the coach.

Coach	School	Length of Contract	Salary	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Brian Knorr	Air Force	Unknown	Unknown	Unknown	Unknown	Unknown
Spencer Danielson	Boise State	2 Years (3/1/23 - 2/28/25)	\$ 425,000	Yes	Tied to years in contract	See Contract
Freddie Banks	Colorado State	At-Will 7/1/22	\$ 325,000	Unknown	Unknown	Unknown
Kevin Coyle	Fresno State	2 Years (1/10/22 - 1/31/24)	\$ 354,800	Yes	Tied to years in contract	<p>a) If the Employee resigns his position as Assistant Football Coach: Defensive Coordinator before the conclusion of the 2022 football season including post-season competition, Employee will pay the Fresno Athletic Corporation ("Athletic Corporation") an early departure fee equal to 50% of his current annual base salary within 30 days of the effective date of the resignation.</p> <p>b) If the Employee resigns his position as Assistant Football Coach: Defensive Coordinator after the 2022 football season but before the conclusion of the 2023 football season including post-season competition, Employee shall pay the Athletic Corporation an early departure fee equal to 25% of his current annual base salary within 30 days of the effective date of the resignation.</p> <p>c) If the Employee resigns his position as Assistant Football Coach: Defensive Coordinator following the conclusion of the 2023 football season or thereafter, Employee shall not be required to pay the University an early departure fee.</p>
Jacob Yoro	Hawaii	At-Will 7/1/22	\$ 304,500	Unknown	Unknown	Unknown
Kwame Agyeman	Nevada	At-Will 7/1/22	\$ 151,500	Unknown	Unknown	Unknown
Mike Bethea	Nevada	At-Will 7/1/22	\$ 181,800	Unknown	Unknown	Unknown
Rocky Long	New Mexico	1 Year (3/1/22 - 2/28/23)	\$ 300,000			Coach understands and agrees that termination of this Contract pursuant to this Section prior to the expiration of the Contract Term will cause irreparable harm to the reputation and athletic programs of the University in an amount not capable of precise calculation or quantification. Therefore, if Coach terminates this Agreement during the Contract Term, Coach agrees to pay to the University as liquidated damages, and not as a penalty, <b>fifty percent (50%)</b> of his base salary for the remainder of the Contract Term, within sixty (60) days of such termination.
Kurt Mattix	San Diego State	1 Year (3/1/22 - 2/28/23)	\$ 330,000	Unknown	Unknown	Unknown
Derrick Odum	San Jose State	2 Years (3/1/21 - 2/2/23)	\$ 353,652	No	None	NA
Keith Heyward	UNLV	At-Will 3/1/22	\$ 303,000	Unknown	Unknown	Unknown
Ephraim Banda	Utah State	At-Will 7/1/22	\$ 400,000	Unknown	Unknown	Unknown

Jay Sawvel	Wyoming	1 Year (3/1/22 - 2/28/23)	\$ 242,256	Yes	Sliding Scale	Excluding termination under Paragraph 7 a through e above, if in the judgment of the Director of Intercollegiate Athletics, with the concurrence of the President, the best interests of the UNIVERSITY would be served by terminating EMPLOYEE'S appointment prior to the ending date of this Agreement, such termination may be effected immediately. In such event, the UNIVERSITY'S liability for any damages or payments created by this appointment shall be limited to any salary owing for the remaining term of this Agreement. If EMPLOYEE takes another position in collegiate or professional athletics during the Agreement period, the amount of damages owed by UNIVERSITY shall be limited to the difference between the base salary owed by the UNIVERSITY pursuant to this Paragraph and the base salary earned through new employment. If the EMPLOYEE'S new employment provides a greater base salary than the UNIVERSITY base salary, the UNIVERSITY'S obligation to pay shall cease immediately upon the EMPLOYEE'S acceptance of the new position.
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**BOISE 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
<b>Football</b>	990	997	983	990
<b><i>National % Rank by Sport</i></b>	<b><i>80-90</i></b>	<b><i>90-100</i></b>	<b><i>80-90</i></b>	<b><i>90-100</i></b>

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

<b>Football</b>	979	981	985	990
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**REPORT YEAR**

Raw Score for single year

***Percentile Rank for Sport***

## EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State University (the University) and Bush Hamdan (Coach).

### ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Offensive Coordinator/Quarterbacks Coach (the Position) 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 Head Coach of the Team (the Head Coach) or the Head Coach's designee. Coach shall abide by the reasonable instructions of Head Coach or the Head Coach's designee and shall confer with the Head Coach or the Head Coach's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the Director).

1.3. Duties. Coach shall serve as the Offensive Coordinator/Quarterbacks Coach of 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 assistant coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease.

### ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of two (2) years commencing on March 1, 2023 and terminating, without further notice to Coach, on February 28, 2025 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement may be extended or renewed solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.



## ARTICLE 3

3.1. Regular Compensation.

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

- a) An annual salary as follows:  
March 1, 2023 – February 29, 2024 = \$400,000;  
March 1, 2024 – February 28, 2025 = \$425,000;  
payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; and
- b) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional 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, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and
- d) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

Coach understands and agrees that financial conditions may require the President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges; provided that any furlough applied to Coach must be applied to all other employees of a comparable level.

In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

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

3.2.1 Athletic Achievement Incentive Pay.

Regular Season & Non-New Year's Six Bowl Game:

Participation in Conference Championship	2% of salary
Conference Champion	6% of salary
Non-New Year's Six Bowl Game Win	4% of salary

Post-Season:

Participation in one of the New Year's Six Bowl Games	2% of salary
New Year's Six Bowl Game Win	6% of salary
CFP Playoff Appearance	6% of salary
CFP Playoff Win	12% of salary

*Maximum Cumulative Post-Season 12% of salary*

Any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be paid on the first regular pay date in February as long as the Coach remains continuously employed as the Offensive Coordinator on that date.

3.2.2. Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned for the most recent academic year if the annual Team Academic Progress Rate (APR) ranks nationally within football as follows:

- a) If the annual APR rating is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to 3% of salary; **or**
- b) If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to 4% of salary; **or**
- c) If the annual APR rating is between 70%-79.9% of the 4-year National Ranking, Employee may receive a sum of up to 5% of salary; **or**
- d) If the annual APR rating is 80% or higher of the 4-year National Ranking, Employee may receive a sum of up to 6% of salary.

Any supplemental compensation awarded as Academic Achievement Incentive Pay, shall be paid as soon as reasonably practicable following APR rating determination and

verification by the National Collegiate Athletic Association (NCAA), as long as Coach remains continuously employed as Offensive Coordinator on that date.

3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

All supplemental compensation amounts outlined in this Section 3.2 shall be cumulative and shall in no event exceed \$25,000 per year, except for any incentive awarded for participating in or winning a New Year's Six Bowl Game or CFP playoff game, which incentive(s) shall be awarded separately as outlined above. For these purposes, the year ends on the last day of February.

If Coach qualifies for any supplemental compensation, the amount paid to the Coach will be calculated on the percentage of base salary at time of occurrence. Provided, however, if conditions beyond the control of the University prevent the University from hosting home competitions at full capacity, supplemental compensation may be less than the amounts in Sections 3.2.1 and 3.2.2, above. If Coach is hired for a partial calendar year, Academic Achievement Incentive Pay will be prorated for any partial calendar year.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors. Coach is not entitled to supplemental compensation if Coach is placed on administrative leave or otherwise not performing the duties of Coach during the time the applicable achievement is attained.

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

3.2.4. Employee agrees that the University has the priority right to operate athletic camps and/or clinics on its campus using University facilities.

- a) If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the camps and/or clinics, the University shall pay Coach supplemental compensation.

- b) If the University allows Coach to operate camps and/or clinics at the University, such operation shall be according to a written agreement which shall include conditions such as:
  - i. Coach compliance with all NCAA, Conference, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;
  - ii. Payment for the University's facilities; and
  - iii. Provision proof of liability insurance.

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

3.3. Footwear; Apparel; Equipment. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

#### ARTICLE 4

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

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

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

Hamdan Contract  
2023 to 2025  
5

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

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the football conference of which the University is a member (Conference), and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) the policies of the Department; (b) the University's Policy Manual; (c) Board policies; (d) the rules and regulations of the Conference; and (e) NCAA rules and regulations.

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

4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. 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. 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.

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

## ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;

- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully 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 should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.5 of this Agreement.

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, the University shall notify Coach whether, and if so when, the action will be effective.

5.1.3. In the event of any termination for 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 Hamdan Contract

2023 to 2025

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 due to Resignation or Termination of Head Coach**

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

**5.3. Termination of Coach for Convenience of University.**

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

5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.

Liquidated damages are subject to mitigation and offset such that Coach must use reasonable best efforts to obtain other employment during the original term of this Agreement and, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment.

Coach specifically agrees to inform the University within ten business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to the University all compensation received from the University after the date other employment is obtained.

In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains other employment, whichever occurs first. Coach shall be



entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

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

5.4. Termination by Coach for Convenience.

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

5.4.2. 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.

5.4.3. If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, an amount equal to: Coach's base salary at the time of termination, divided by twelve, such amount multiplied by the number of months remaining of the Term under this Agreement at the time of termination, but in no event to exceed six (6) months, with such product multiplied by:

- a) 1.0 if Coach has accepted or before the end of the Term of this Employment Contract accepts, a position as assistant coach or coordinator at any member institution of the Conference; or
- b) 0.5 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach or coordinator at any other (i.e., non-Conference member) institution of higher education in the United States; or
- c) 0.25 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach for

any football team participating in any professional league or conference in the United States or Canada.

And further, if Coach terminates this Agreement for convenience during the first twelve months of the Term, then the multiplier will be double the multiplier as listed above.

For clarity, if Coach enters into a contract before the end of the Term of this Employment Contract, to serve in the position as a head coach at any institution of higher education in the United States or for the position as head coach for any team participating in any professional league or conference in the United States or Canada, Coach will not owe the University liquidated damages. Coach shall owe no liquidated damages to the University if Coach terminates this Agreement for convenience to commence employment other than as described above.

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

If Coach terminates this Agreement for convenience and does not immediately commence other employment as described above, and therefore does not pay the liquidated damages, but then at a future date within the remaining term of this Agreement, or enters into an agreement to commence in the future, other employment as described above, then liquidated damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts such employment.

The University, in its sole discretion, may elect to waive a portion of the liquidated damages due to the University.

Coach's obligation, if any, to repay relocation expenses is based on duration of employment and not related to reason for termination and is separate from any obligation to pay liquidated damages.

5.4.4. The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University shall constitute adequate and reasonable compensation to the University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. For clarity, this Section 5.3 shall not apply if Coach terminates this Agreement to accept employment that is not Similar or Related Employment. This Section 5.3. is also inapplicable if Coach terminates this Agreement because of a material breach by the University.

5.4.5. 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.

5.5. Termination due to Disability or Death of Coach.

5.5.1. 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, or dies.

5.5.2. 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.

5.5.3. 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, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability related benefits to which he is entitled by virtue of employment with the University.

5.6. 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.

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

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

ARTICLE 6

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

such compensation is paid; and the Board policies and University rules regarding financial exigency.

6.2. University Property. All personal property (excluding vehicle(s) provided through the courtesy car program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by 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 strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

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

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

the University:                      Boise State University  
Director of Athletics  
1910 University Drive  
Boise, Idaho 83725-1020

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

Coach:                                  Bush Hamdan  
Last known address on file with  
University's Human Resource Services

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

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

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

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

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

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

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

**University****Coach**


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Jeramiah Dickey  
Director of Athletics

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Bush Hamdan

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Date

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Date

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Dr. Marlene Tromp  
President

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Date

Approved by the Idaho State Board of Education on the \_\_\_\_ day of February, 2023.

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

### EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between Boise State  
~~\_\_\_\_\_~~ (University ~~(the University) College~~), and Bush  
Hamdan (Coach).

#### ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the Offensive Coordinator/Quarterbacks Coach (the Position) head coach of its intercollegiate football (Sport) 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's Head Coach of the Team (the Head Coach University (College)'s Athletic Director (Director)) or the Head Coach's Director's designee. Coach shall abide by the reasonable instructions of Head Coach Director or the Head Coach's Director's designee and shall confer with the Head Coach Director or the Head Coach's Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's Director of Athletics (the Director University (College)'s Chief Executive Officer (Chief Executive Officer)).

1.3. Duties. Coach shall serve as the Offensive Coordinator/Quarterbacks Coach of manage and supervise the Team and shall perform such other duties in the University's University (College)'s athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as assistant head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 Sections 3.2.1 through (depending on supplemental pay provisions used) shall cease.

#### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of two (2) (\_\_\_\_) years, commencing on March 1, 2023 and terminating, without further notice to Coach, on February 28, 2025 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement may be extended or renewed~~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 subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.~~-(College)-~~

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## ARTICLE 3

3.1. Regular Compensation.

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

- a) An annual salary as follows:  
March 1, 2023 – February 29, 2024 = \$400,000;  
March 1, 2024 – February 28, 2025 = \$425,000;  
~~of \$ \_\_\_\_\_ per year,~~ payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Director and ~~President~~Chief Executive Officer and approved by the Board; and
- b) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- ~~c~~b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty ~~professionalexempt~~ 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 ~~does agree that Coach shall~~ not accrue and use any annual leave ~~(vacation)~~ hours but, ~~and~~ may take leave (other than sick leave) ~~only~~ with prior written approval of the Director~~;~~; and
- d) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- ~~e~~e) The opportunity to receive such employee benefits as the ~~University (College)'s~~ Department ~~of Athletics (Department)~~ provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

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

3.2.1 Athletic Achievement Incentive Pay.

Regular Season & Non-New Year's Six Bowl Game:

<u>Participation in Conference Championship</u>	<u>2% of salary</u>
<u>Conference Champion</u>	<u>6% of salary</u>
<u>Non-New Year's Six Bowl Game Win</u>	<u>4% of salary</u>

Post-Season:

<u>Participation in one of the New Year's Six Bowl Games</u>	<u>2% of salary</u>
<u>New Year's Six Bowl Game Win</u>	<u>6% of salary</u>
<u>CFP Playoff Appearance</u>	<u>6% of salary</u>
<u>CFP Playoff Win</u>	<u>12% of salary</u>

Maximum Cumulative Post-Season 12% of salary

Any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be paid on the first regular pay date in February as long as the Coach remains continuously employed as the Offensive Coordinator on that date~~Each~~.

3.2.2. Academic Achievement Incentive Pay.

Academic Incentive Pay may be earned for the most recent academic year if the annual Team Academic Progress Rate (APR) ranks nationally within football as follows:

- a) If the annual APR rating is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to 3% of salary;~~the conference champion~~ **or**
- b) If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to 4% of salary; **or**

- c) If the annual APR rating is between 70%-79.9% of the 4-year National Ranking, Employee may receive a sum of up to 5% of salary; or
- d) If the annual APR rating is 80% or higher of the 4-year National Ranking, Employee may receive a sum of up to 6% of salary.

Any supplemental compensation awarded as Academic Achievement Incentive Pay, shall be paid as soon as reasonably practicable following APR rating determination ~~co-champion~~ and verification by the National Collegiate Athletic Association (NCAA), as long as Coach remains continuously employed as Offensive Coordinator on that date. ~~also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs);~~

### 3.2.3. Conditions for payment of Athletic and Academic Achievement supplemental compensation.

All supplemental compensation amounts outlined in this Section 3.2 shall be cumulative and shall in no event exceed \$25,000 per year, except for any incentive awarded for participating in or winning a New Year's Six Bowl Game or CFP playoff game, which incentive(s) shall be awarded separately as outlined above. For these purposes, the year ends on the last day of February.

If Coach qualifies for any supplemental compensation, the amount paid to the Coach will be calculated on the percentage of base salary at time of occurrence. Provided, however, if conditions beyond the control of the ~~if Coach continues to be employed as~~ University prevent ~~(College)'s head (Sport) coach as of the ensuing July 1st,~~ the University from hosting home competitions at full capacity, supplemental compensation may be less than the amounts in Sections 3.2.1 and 3.2.2, above. If Coach is hired for a partial calendar year, Academic Achievement Incentive Pay will be prorated for any partial calendar year.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to, ~~(College) shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of~~ Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors. ~~Coach is not entitled to supplemental compensation if Coach is placed on administrative leave or otherwise not performing the duties of Coach~~ Annual Salary during the time the applicable achievement is attained.

3.2.1. ~~Any fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College) shall determine the appropriate manner in which it shall pay Coach any~~ such supplemental compensation actually paid to Coach shall be reported to the Board on an annual basis.

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~~3.2.2 Each year the Team is ranked in the top 25 in the (national rankings of sport's division), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary in effect on the date of the final poll. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

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

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

~~3.2.~~

~~3.2.4. Employee<sup>5</sup> Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment).~~

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

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

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

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

- a) ~~The summer youth camp~~ operation shall be according to a written agreement which shall include conditions such as: reflects positively on the University (College) and the Department;
- b) ~~The summer youth camp is operated by Coach~~ compliance ~~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;~~
- i. ~~d) Coach complies~~ with all NCAA<sub>2</sub> ~~(NAIA),~~ Conference, and University ~~(College)~~ rules and regulations related, directly or indirectly, to the operation of **summer youth** camps and/or clinics;
- ii. Payment for the University's facilities; and
- iii. Provision proof of liability insurance.

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

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

3.4.3 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 wellbeing~~well-being~~;

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4.1.4.4.1.3. 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

4.1.5.4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, ~~(College)~~, the Board, the football conference of which the University is a member (Conference),<sup>7</sup> and the NCAA; ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's University (College)'s athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall promote an atmosphere of compliance with the rules and regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. ~~The names or titles of employees whom Coach supervises are attached as Exhibit B.~~ The applicable laws, policies, rules, and regulations include: (a) ~~the Board policies;~~ (b) ~~University (College)'s (Faculty Staff) Handbook;~~ (c) ~~University (College)'s Administrative Procedures Manual;~~ (d) ~~the policies of the Department;~~ (b) the University's Policy Manual; (c) Board policies; (d) ~~the e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the Conference;~~ and (e) NCAA rules and regulations ~~(Sport) conference of which the University (College) is a member.~~

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

4.3. Outside Income.— NCAA (or NAIA) Rules. In accordance with NCAA ~~(or NAIA)~~ rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) University (College)'s Chief Executive Officer for all ~~athletically-related and other business--~~related income and benefits from sources outside the University ~~(College)~~ and shall report the source and amount of all such income and benefits in

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~~accordance with to the University (College)'s Chief Executive Officer whenever reasonably requested, but in no event less than annually before the Department's Outside Income Reporting Form, close of business on June 30th of each year or the last regular University (College) work day preceding June 30th.~~ The report shall be in a format reasonably satisfactory to University. ~~(College).~~ In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University ~~(College)~~ booster club, University ~~(College)~~ alumni association, University ~~(College)~~ foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University. ~~(College), the Board, the conference, or the NCAA. (or NAIA).~~

~~4.4. Other Coaching Opportunities. 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.

~~4.5.7 Disclosure of Criminal Proceedings, Serious Misconduct and Discipline.~~ Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused of, investigated for, convicted of, or pled guilty or no contest to, or received a withheld judgement for a felony or misdemeanor, has been accused of involving serious misconduct in a civil suit or internal process at any prior institution where Coach was employed, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of harassment prohibited by law, including sexual harassment, sexual misconduct, violence, domestic violence, dating violence, stalking, sexual exploitation, or dishonesty or fiscal misconduct. Any disclosure ~~after or any assault that employs~~ the date of this Agreement shall be made as soon as possible, but no later than 72 hours after Coach is on notice of any accusations a deadly weapon or causes serious bodily injury.

~~4.8 Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring Coach to participate in Programs related~~

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2023 to 2025

~~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 radio or television that conflict with those broadcast on the University (College)'s designated media outlets.~~

## ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University; ~~(College);~~
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, ~~(College)~~, the Board, the Conference or the NCAA, ~~(NAIA)~~, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' <sup>1</sup> absence of Coach from duty without the University's ~~University (College)'s~~ consent;

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- ~~f)e)~~ Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University's~~~~University (College)'s~~ judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;
- ~~g)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 ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, ~~(College)~~, the Board, the ~~C~~onference, or the NCAA; ~~(NAIA)~~;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, ~~(College)~~, the Board, the ~~C~~onference, or the NCAA; ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, ~~(College)~~, the Board, the conference, or the NCAA; ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct ~~Serious Misconduct~~ as required in Section 4.57 of this Agreement.

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, the 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's~~~~University (College)'s~~ obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, and the University ~~(College)~~ shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

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

## 5.2. Termination of Coach due to Resignation or Termination of Head Coach

In the event of the resignation or termination of the Head Coach, Coach's employment contract may be terminated at the sole discretion of the University, at any time following the resignation or termination, upon thirty (30) days' prior written notice. Provided, however, in the event the Head Coach becomes disabled or is deceased during Coach's Term of employment, Coach's employment contract will continue until the last day of February following such disability or death; provided, however, if Coach otherwise becomes employed prior to the last day of February following such disability or death, this Agreement will automatically terminate and no further compensation shall be owed by the University to Coach.

## 5.3. Termination of Coach for Convenience of University ~~(College)~~

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

5.3.2.2 In the event that ~~the~~ University ~~(College)~~ terminates this Agreement for its own convenience, ~~the~~ University ~~(College)~~ shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of ~~the~~ University ~~(College)~~ until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.

Liquidated damages are subject to mitigation and offset such that Coach must use reasonable best efforts to obtain other employment during the original term of this Agreement and, in ~~the~~ the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid 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.~~

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Coach specifically agrees to inform the University within ten business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. -Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. -Coach further agrees to repay to the University all compensation received from the University ~~-(College)~~ after the date other employment is obtained.

In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains other employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

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

#### 5.4.3- Termination by Coach for Convenience.

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

5.43.2. 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)~~.

5.4.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University ~~-(College)~~ shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University ~~-(College)~~, as liquidated damages and not a penalty, an amount equal to: Coach's base salary at the time of Hamdan Contract 2023 to 2025

termination, divided by twelve, such amount multiplied by the number of months remaining of the Term under this Agreement at the time of termination, but in no event to exceed six (6) months, with such product multiplied by:

- a) 1.0 if Coach has accepted or before the end of the Term of this Employment Contract accepts, a position as assistant coach or coordinator at any member institution of the Conference; or
- b) 0.5 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach or coordinator at any other (i.e., non-Conference member) institution of higher education in the United States; or
- c) 0.25 if Coach has accepted or before the end of the Term of this Employment Contract accepts a position as an assistant coach for any football team participating in any professional league or conference in the United States or Canada.

And further, if Coach terminates this Agreement for convenience during the first twelve months of the Term, then the multiplier will be double the multiplier as listed above.

For clarity, if Coach enters into a contract before the end of the Term of this Employment Contract, to serve in the position as a head coach at any institution of higher education in the United States or for the position as head coach for any team participating in any professional league or conference in the United States or Canada, Coach will not owe the University liquidated damages. Coach shall owe no liquidated damages to the University if Coach terminates this Agreement for convenience to commence employment other than as described above.

following sum: \_\_\_\_\_. The liquidated damages shall be due and payable within ~~sixty (60)~~twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

If Coach terminates this Agreement for convenience and does not immediately commence other employment as described above, and therefore does not pay the liquidated damages, but then at a future date within the remaining term of this Agreement, or enters into an agreement to commence in the future, other employment as described above, then liquidated damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts such employment.

The University, in its sole discretion, may elect to waive a portion of the liquidated damages due to the University.

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Coach's obligation, if any, to repay relocation expenses is based on duration of employment and not related to reason for termination and is separate from any obligation to pay liquidated damages.

5.3.4.4. The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. -The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by the University ~~(College)~~ shall constitute adequate and reasonable compensation to the University ~~(College)~~ for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. For clarity, this-This Section 5.3.4 shall not apply if Coach terminates this Agreement to accept employment that is not Similar or Related Employment. This Section 5.3. is also inapplicable if Coach terminates this Agreement because of a material breach by the University. ~~(College)~~.

5.4.3.5. 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.

#### 5.5.4 Termination due to Disability or Death of Coach.

5.5.4.1. Notwithstanding any other provision of this Agreement, this Agreement shall terminate automatically if Coach becomes totally or permanently disabled as defined by the University's ~~University (College)'s~~ disability insurance carrier, becomes unable to perform the essential functions of the Position ~~position of head coach~~, or dies.

5.5.4.2. 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.

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

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

**5.7.6 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.

**5.8.7 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 ~~policies (College) (Faculty Staff) Handbook.~~

## ARTICLE 6

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

**6.2. University ~~(College)~~ Property.** All personal property (excluding vehicle(s) provided through the ~~courtesy car~~ program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, 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's~~University (College)'s direction or for the ~~University's~~University (College)'s use or otherwise in connection with Coach's employment hereunder are and shall remain the sole 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 strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

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

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

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

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

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Coach: Bush Hamdan  
 Last known address on file with  
University's University (College)'s Human Resource Services

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

6.11. 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 University (College)'s prior written consent in each case, use any name, trade name, trademark, or other designation of the University (College) (including contraction, abbreviation or simulation), except in the course and scope of his official University (College) duties.

6.14. 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

Jeramiah Dickey Bush Hamdan  
Director of Athletics

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\_\_\_\_\_  
Date \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Dr. Marlene Tromp  
President

\_\_\_\_\_  
Date \_\_\_\_\_  
**University (College) Coach**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Chief Executive Officer  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by the Idaho State Board of Education on the \_\_\_\_ day of February,  
2023, 20\_\_.

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

Coach Bush Hamdan Maximum Compensation Calculation - 2023-2025				
			2023-2024	2024-2025
3.1	Annual Base Salary		\$ 400,000	\$ 425,000
3.2	Additional Pay based on Athletic and Academic Achievements		\$ 73,000	\$ 76,000
	Total Maximum potential annual compensation under Employment Agreement		\$ 473,000	\$ 501,000

Coach	School	Base	Incentives
Mike Thiessen	Air Force	Unknown	Unknown
Bush Hamdan	Boise State	\$ 400,000	See Contract
Matt Mumme	Colorado State	\$ 270,000	Unknown
Kirby Moore	Fresno State	\$ 325,000	<p><b>1) Vehicle Stipend:</b> Fresno State Athletics will provide all Assistant Coaches with a vehicle stipend to help offset the business use of their personal vehicles. The vehicle stipend is intended to cover the wear and tear of the vehicle when used for business purposes and the insurance of the vehicle when used for business purposes. When traveling for business purposes, Assistant Coaches will need to turn in their itemized gas receipts for reimbursement.</p> <p>Fresno State Athletics will provide full-time Assistant Coaches a \$400 monthly stipend. A W-4 form will need to be completed to receive this stipend. The stipend is considered as reported income and is subject to taxation.</p> <p><b>2) Affiliated Conference Success</b></p> <p>a) Eight percent (8%) of current annual base salary if Mountain West Conference or at-large bowl game participant</p> <p>b) Ten percent (10%) of current annual base salary if Mountain West Conference or at-large bowl game and Mountain West Conference Division Champions</p> <p>c) Twelve percent (12%) of current annual base salary if Mountain West Conference or at-large bowl game and Mountain West Conference Championship game winner</p> <p>d) Sixteen percent (16%) of current base salary if Mountain West Conference Championship game winner and BCS/CFP bowl game participant</p> <p><i>Must be employed as the Assistant Coach: Offensive Coordinator at the bowl game to be eligible for any of these bonuses. Only one may be awarded</i></p> <p><b>3) Additional Bonus Opportunities</b></p> <p>a) \$5,000 – Ranked in the top 3 in the Mountain West Conference for scoring offense.</p> <p>b) \$5,000 – Ranked in the top 15 in the nation for total offense.</p> <p>c) \$5,000 – Ranked in the top 15 in the nation for fewest turnovers lost.</p> <p>The performance relating to the Mountain West Conference (MWC) ranking will be evaluated at the conclusion of the MWC regular season (excluding the MWC Championship contest). However, the national rankings will be concluded at the end of the regular season contests for all Division I FBS conferences.</p> <p><u>Supplemental Compensation (Bonuses):</u> As referenced above, the maximum annual amount to be paid in any fiscal year is \$50,000 excluding Bowl Participation subsection (b), (c) and (d).</p>
Ian Shoemaker	Hawaii	\$ 304,500	Unknown
Derek Sage	Nevada	\$ 275,000	None

Vacant (was Derek Warehime)	New Mexico	\$ 250,125	<u><b>Incentive Salary:</b></u> An incentive payment is a direct payment over and above the Coach's base salary, in an amount to be determined by the DIA subject to the approval of the University President or designee and subject to availability of funds. Coach is eligible for an incentive payment upon achieving performance criteria established by the DIA in his exclusive discretion, and which are subject to annual review and revision by the DIA. Coach will be eligible for such incentive salary payments after completing the Contract Employment Year in which the incentive is earned. Incentive payments, if any, will be paid no earlier than <b>ninety (90)</b> days after the end of such Contract Employment Year. In order to be eligible for incentive payments under this provision, Coach must be currently employed by the University at the time that the incentive payment is due. Coach understands and agrees that incentive payments, if any, are taxable compensation to Coach and that Coach is solely responsible for the tax consequences associated therewith.
Jeff Horton	San Diego State	\$ 310,008	Unknown
Kevin McGiven	San Jose State	\$ 347,204	<p>a) Employee will receive \$2,500 for a bowl game appearance</p> <p>b) Employee will receive \$5,000 for winning a bowl game</p> <p>This supersedes incentive a, above</p> <p>c) Employee will receive \$7,500 if the football team wins the West Division of the Mountain West Conference</p> <p>d) Employee will receive \$10,000 if the football team wins the Mountain West Conference Championship Game. This supersedes incentive c, above.</p>
Nick Holz	UNLV	\$ 252,500	Unknown
Anthony Tucker	Utah State	\$ 400,000	<p>3.3. <u><b>Incentive Compensation.</b></u> Coach will be paid cash incentive of \$28,333 based on the Team's appearance in a bowl game, so long as Coach performs all required duties during all events (pre-season, regular season, and post season) in which Team competes leading up to and including the post season bowl game. This payment will not be added to Coach's salary and will be paid by a third party. Coach will not receive benefits from Utah State University on this payment. Coach will also be responsible for all federal, state, and local tax obligations for this payment.</p>
Tim Polasek	Wyoming	\$ 350,004	<p><u><b>ACHIEVEMENT AWARDS</b></u></p> <p>The Assistant Football Coach/Offensive Coordinator will be eligible for Achievement Awards and Exceptional Achievement Awards pursuant to the terms and conditions described in the by-laws of the Cowboy Joe Club in force at the time the awards are made.</p>

**Liquidated Damages  
Head XX Coaches in Mountain West Conference**

**ATTACHMENT 13**

Coach	School	Length of Contract	Salary	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Mike Thiessen	Air Force	Unknown	Unknown	Unknown	Unknown	Unknown
Bush Hamdan	Boise State	2 Years (3/1/23 - 2/28/25)	\$ 400,000	Yes	Tied to years in contract	See Contract
Matt Mumme	Colorado State	At-Will 7/1/22	\$ 270,000	Unknown	Unknown	Unknown
Kirby Moore	Fresno State	3 Years (12/22/21 - 1/31/24)	\$ 325,000	Yes	Sliding Scale	<p>a) If the Employee resigns his position as Assistant Football Coach: Offensive Coordinator before the conclusion of the 2022 (year) football season including post-season competition, Employee will pay the Fresno Athletic Corporation ("Athletic Corporation") an early departure fee equal to 50% of his current annual base salary within 30 days of the effective date of the resignation.</p> <p>b) If the Employee resigns his position as Assistant Football Coach: Offensive Coordinator after the 2022 (year) football season but before the conclusion of the 2023 football season including post-season competition, Employee shall pay the Athletic Corporation an early departure fee equal to 25% of his current annual base salary within 30 days of the effective date of the resignation.</p> <p>c) If the Employee resigns his position as Assistant Football Coach: Offensive Coordinator following the conclusion of the 2023 (year) football season or thereafter, Employee shall not be required to pay the University an early departure fee.</p> <p>Amounts owed to the Athletic Corporation shall be paid in full no later than 30 days from the effective date of the resignation.</p>
Ian Shoemaker	Hawaii	At-Will 7/1/22	\$ 304,500	Unknown	Unknown	Unknown
Derek Sage	Nevada	1.5 Years (1/10/22 - 12/31/23)	\$ 275,000	No	None	NA
Vacant (was Derek Warehime)	New Mexico	2 Years (1/9/20 - 2/28/22)	\$ 250,125	Yes	Tied to years in contract	<p>Coach understands and agrees that termination of this Contract pursuant to this Section prior to the expiration of the Contract Term will cause irreparable harm to the reputation and athletic programs of the University in an amount not capable of precise calculation or quantification. Therefore, if Coach terminates this Contract during <b>Contract Year One (1) (January 9, 2020 – February 28, 2021)</b>, then Coach shall pay the University liquidated damages, and not as a penalty, a sum equal to <b>fifty percent (50%)</b> of the Coach's base salary for the remainder of the <b>Contract Term</b> within <b>sixty (60) days</b> of the termination of this Contract.</p> <p>If Coach terminates this Contract during <b>Contract Year Two (2) (March 1, 2021 – February 28, 2022)</b>, then Coach shall pay the University liquidated damages, and not as a penalty, a sum equal to <b>twenty-five percent (25%)</b> of the Coach's base salary for the remainder of the <b>Contract Term</b> within <b>sixty (60) days</b> of the termination of this Contract.</p>
Jeff Horton	San Diego State	1 Year (3/1/22 - 2/28/23)	\$ 310,008	Unknown	Unknown	Unknown
Kevin McGiven	San Jose State	1 Year (3/1/22 - 2/28/23)	\$ 347,204	No	None	NA
Nick Holz	UNLV	At-Will 3/1/22	\$ 252,500	Unknown	Unknown	Unknown

**Liquidated Damages**  
**Head XX Coaches in Mountain West Conference**

**ATTACHMENT 13**

Anthony Tucker	Utah State	1 Year (7/1/22 - 1/31/23)	\$ 400,000			<p>6.2. <u>Termination for Convenience by Coach</u>. Subject to the terms of this Agreement, at any time during the Term, Coach may terminate this Agreement <i>for convenience</i> by providing written notification of the same to USU. Termination will be effective upon USU's receipt of said notice. Termination by the Coach <i>for convenience</i> shall waive any and all compensation otherwise due under this Agreement. In the event this Agreement is terminated by Coach <i>for convenience</i>, Coach shall pay to USU within then (10) days of termination liquidated damages in an amount equal to:</p> <p>a) any moving expenses as set for in Section 3.5 paid for or reimbursed by USU on Coach's behalf within twelve (12) months prior to said termination.</p> <p>The Parties' obligations in this Section shall survive expiration or termination of this Agreement.</p>
Tim Polasek	Wyoming	2 Years (3/1/22 - 2/28/24)	\$ 350,004	No	None	NA



**CONSENT**  
**FEBRUARY 15, 2023**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Oracle Human Capital Management (HCM) Cloud Service License Renewal

**REFERENCE**

August 2016

Idaho State Board of Education approved licensure of HCM Cloud Service under Public Sector Agreement for Oracle Cloud Services

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

In 2016 Boise State University (BSU) entered into a Public Sector Agreement for Oracle Cloud Services, becoming the first higher education institution to go-live on cloud software. As part of that agreement, the university negotiated with Oracle for the future implementation of their Human Capital Management (HCM) Cloud to replace PeopleSoft HCM software and infrastructure, which is being phased out by Oracle.

BSU implemented Oracle's HCM Cloud in 2019 and now seeks to extend its existing HCM Cloud license for 33 months (a time period negotiated to co-term with its Oracle Finance ERP licensing) at a reduced cost, after which BSU will have the option to renew at a fixed price multiplier of 1.04 annually for up to five years.

**IMPACT**

Renewal of the licensing agreement will allow BSU to continue using Oracle's HCM Cloud. Renewal will also allow the university to avoid licensing increases for 33 months and to limit subsequent pricing increases through the exercise of negotiated options.

**ATTACHMENTS**

Attachment 1 – Oracle Ordering Document

Attachment 2 – Public Sector Agreement for Oracle Cloud Services

Attachment 3 – Public Sector Agreement Amendment One

**STAFF COMMENTS AND RECOMMENDATIONS**

This action allows the continued use of BSU's Human Capital Management software.

Staff recommends approval.

**CONSENT**  
**FEBRUARY 15, 2023**

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**BOARD ACTION**

I move to approve Boise State University's request to approve the renewal of its Human Capital Management cloud system with Oracle America, Inc. as outlined herein.

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



# ORDERING DOCUMENT

Oracle America, Inc.  
500 Oracle Parkway  
Redwood Shores, CA  
94065

<b>Name</b>	Boise State University	<b>Contact</b>	Fred Warr
<b>Address</b>	1453 University Drive BOISE ID 83706	<b>Phone Number</b>	208-426-3033
		<b>Email Address</b>	FredWarr@boisestate.edu

**Renew Subscription Term: 26-Feb-2023 to 3-Dec-2025**

Service Period: 33.29 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B85800 - Oracle Fusion Human Capital Management Base Cloud Service - Hosted Employee	NORTH AMERICA	6500	33.29 mo	2.16	468,045.29
B75365 - Oracle Fusion Time and Labor Cloud Service - Hosted Named User	NORTH AMERICA	6500	33.29 mo	0.50	108,020.44
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	33.29 mo	1,049.15	34,926.51
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	33.29 mo	1,049.15	34,926.51
B67290 - Oracle Fusion Global Payroll Cloud Service - Hosted Named User	NORTH AMERICA	6500	33.29 mo	1.16	252,047.69
B67291 - Oracle Fusion Goal Management Cloud Service - Hosted Named User	NORTH AMERICA	1000	33.29 mo	0.33	11,079.02
B67293 - Oracle Fusion Performance Management Cloud Service - Hosted Named User	NORTH AMERICA	1000	33.29 mo	0.33	11,079.02
B67294 - Oracle Fusion Talent Review and Succession Management Cloud Service - Hosted Named User	NORTH AMERICA	1000	33.29 mo	0.17	5,539.51
B67295 - Oracle Fusion Workforce Compensation Cloud Service - Hosted Named User	NORTH AMERICA	4250	33.29 mo	0.50	70,628.75
<b>Subtotal</b>					996,292.74

## ATTACHMENT 1

Fee Description	Net Fee
Cloud Services Fees	996,292.74
<b>Net Fees</b>	996,292.74
<b>Total Fees</b>	996,292.74

**A. Terms of Your Order****1. Applicable Agreement:**

a. Public Sector Agreement for Cloud Services US-CSA-QT5341943 effective 16-FEB-2015

**2. Cloud Payment Terms:**

a. Net 30 days from invoice date

**3. Cloud Payment Frequency:**

a. Quarterly in Arrears

**4. Currency:**

a. US Dollars

**5. Offer Valid through:**

a. 25-Feb-2023

**6. Service Specifications**

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

**7. Services Period**

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

**B. Additional Order Terms****1. Non-Appropriation**

In the event funds are not appropriated for a new fiscal year period, You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the whole or Partial 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each whole or Partial 12-month purchase order shall signify to Oracle that all funds for the given whole or Partial 12-month term have been fully appropriated and encumbered. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriation.

**2. Option Years**

For clarification purposes, you shall have an option to renew your subscription for the same services listed in the table above at the same usage limits for five (5) additional 12-month renewal periods (each an "Option Year") for the fees specified below. Professional Services are not included in the Option Years.

Option Year 1: (commencing the day after the last day of the Services Period specified on this order): \$[Total 12-month annualized Cloud Services fees for the Services Period under this order] x 1.04

Option Year 2: \$[Total 12-month annualized Cloud Services fees for Option Year One] x 1.04

Option Year 3: \$[Total 12-month annualized Cloud Services fees for Option Year Two] x 1.04

Option Year 4: \$[Total 12-month annualized Cloud Services fees for Option Year Three] x 1.04

Option Year 5: \$[Total 12-month annualized Cloud Services fees for Option Year Four] x 1.04

You must provide Oracle a minimum of 30 days notice prior to the expiration of a service term of your intent to exercise an Option Year and execute an order for the new option period prior to the expiration date of the existing services period. The Cloud Services listed above may not be renewed at the Option Year pricing listed above if: (i) Oracle is no longer making such Cloud Services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the Cloud Services set forth in this order.

**3. Anti-Boycott**

Oracle certifies it is not, and will not for the duration of this order, engage in a boycott of goods or services from Israel or territories under Israel control"

**4. No Auto-Renewal**

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.



## PUBLIC SECTOR AGREEMENT FOR ORACLE CLOUD SERVICES

This Public Sector Agreement for Oracle Cloud Services (this "Agreement") is between Oracle America, Inc. ("Oracle") and the entity that has executed this Agreement as identified in the signature block below ("You"). This Agreement sets forth the terms and conditions that govern orders placed by You for Services under this Agreement.

### 1. AGREEMENT DEFINITIONS

- 1.1. **"Ancillary Software"** means any software agent or tool that Oracle makes available to You for download for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment.
- 1.2. **"Auto Renew" or "Auto Renewal"** is the process by which the Services Period of certain Cloud Services under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Agreement. The Service Specifications incorporated into Your order define which Cloud Services are eligible for Auto Renewal as well as any terms applicable to any such renewal. Please note: Auto Renewal does not apply to purchases under this Agreement. Please see Section 9.1 *infra* for renewal requirements.
- 1.3. **"Cloud Services"** means, collectively, the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle Programs) listed in Your order and defined in the Service Specifications. The term "Cloud Services" does not include Professional Services.
- 1.4. **"Data Center Region"** refers to the geographic region in which the Services Environment is physically located. The Data Center Region applicable to the Cloud Services is set forth in Your order.
- 1.5. **"Oracle Programs"** refers to the software products owned or licensed by Oracle to which Oracle grants You access as part of the Cloud Services, including Program Documentation, and any program updates provided as part of the Cloud Services.
- 1.6. **"Professional Services"** means, collectively, the consulting and other professional services which You have ordered. Professional Services include any deliverables described in Your order and delivered by Oracle to You under the order. The term "Professional Services" does not include Cloud Services.
- 1.7. **"Program Documentation"** refers to the user manuals referenced within the Service Specifications for Cloud Services, as well as any help windows and readme files for the Oracle Programs that are accessible from within the Services. The Program Documentation describes technical and functional aspects of the Oracle Programs. For Oracle Infrastructure-as-a-Service (IaaS) Cloud Services, "Program Documentation" includes documentation, help windows and readme files for the IaaS hardware products. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.
- 1.8. **"Services"** means, collectively, both the Cloud Services and Professional Services that You have ordered.
- 1.9. **"Services Environment"** refers to the combination of hardware and software components owned, licensed or managed by Oracle to which Oracle grants You and Your Users access as part of the Cloud Services which You have ordered. As applicable and subject to the terms of this Agreement and Your order, Oracle Programs, Third Party Content, Your Content and Your Applications may be hosted in the Services Environment.
- 1.10. **"Service Specifications"** means the descriptions on [www.oracle.com/contracts](http://www.oracle.com/contracts), or such other address specified by Oracle, that are applicable to the Services under Your order, including any Program Documentation, hosting, support and security policies (for example, Oracle Cloud Hosting and Delivery Policies), and other descriptions referenced or incorporated in such descriptions or Your order.
- 1.11. **"Services Period"** refers to the period of time for which You have ordered Cloud Services as specified in Your order.

- 1.12. **"Third Party Content"** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle and made available to You through, within, or in conjunction with Your use of, the Cloud Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, data libraries and dictionaries, and marketing data.
- 1.13. **"Users"** means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Cloud Services in accordance with this Agreement and Your order. For Cloud Services that are specifically designed to allow Your clients, agents, customers, suppliers, or other third parties to access the Cloud Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.
- 1.14. **"You"** and **"Your"** refers to the entity that has executed this Agreement.
- 1.15. **"Your Applications"** means all software programs, including any source code for such programs, that You or Your Users provide and load onto, or create using, any Oracle "platform-as-a-service" or "infrastructure-as-a-service" Cloud Services. Services under this Agreement, including Oracle Programs and Services Environments, Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Applications."
- 1.16. **"Your Content"** means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle Cloud Services described in Section 11.2 below), audio, video, photographs and other content and material (other than Your Applications), in any format, provided by You or on behalf of Your Users that reside in, or run on or through, the Services Environment.

## 2. TERM OF AGREEMENT

Unless this Agreement is terminated earlier as described below, You may place orders governed by this Agreement for a period of five years from the effective date of this Agreement (indicated below in Section 25). This Agreement will continue to govern any order for the duration of the Services Period of such order.

## 3. RIGHTS GRANTED

3.1 For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, worldwide limited right to access and use the Services that You ordered, including anything developed by Oracle and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Agreement and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the order.

3.2 You do not acquire under this Agreement any right or license to use the Services, including the Oracle Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.

3.3 To enable Oracle to provide You and Your Users with the Services, You grant Oracle the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which Oracle provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party programs, You acknowledge that Oracle may allow providers of those third party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperation of such third party programs with the Services. Oracle will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services.

3.4 Except as otherwise expressly set forth in Your order for certain Cloud Services offerings (e.g., a private cloud hosted at Your facility), You acknowledge that Oracle has no delivery obligation for Oracle Programs and will not ship copies of such programs to You as part of the Services.

3.5 As part of certain Cloud Services offerings, Oracle may provide You with access to Third Party Content. The type and scope of any Third Party Content is defined in Your order or applicable Service Specifications. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property

rights in and to that content, and Your rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider, unless otherwise specified in Your order.

#### 4. OWNERSHIP AND RESTRICTIONS

4.1 You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Oracle or its licensors retain all ownership and intellectual property rights to the Services, including Oracle Programs and Ancillary Software, and derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under this Agreement.

4.2 You may not and may not cause or permit others to:

- a) remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- b) make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
- c) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Oracle;
- d) perform or disclose any benchmark or performance tests of the Services, including the Oracle Programs;
- e) perform or disclose any of the following security testing of the Services Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and
- f) license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, Oracle Programs, Ancillary Software, Services Environments or Oracle materials, to any third party, other than as expressly permitted under the terms of the applicable order.

#### 5. SERVICE SPECIFICATIONS

5.1 The Services are subject to and governed by Service Specifications applicable to Your order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the Oracle Programs, as well as any Services deliverables. You acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit You to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then You are responsible for promptly purchasing such additional quantity to account for Your excess usage.

5.2 Oracle may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Content. The Service Specifications are subject to change at Oracle's discretion; however, Oracle changes to the Service Specifications will not result in a material reduction in the level of performance, security or availability of the applicable Services provided to You for the duration of the Services Period.

5.3 Your order will specify the Data Center Region in which Your Services Environment will reside. As described in the Service Specifications and to the extent applicable to the Cloud Services that You have ordered, Oracle will provide production, test, and backup environments in the Data Center Region stated in Your order. Oracle and its affiliates may perform certain aspects of Cloud Services, such as service administration and support, as well as other Services (including Professional Services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

#### 6. USE OF THE SERVICES

6.1 You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with Oracle, You accept responsibility for the confidentiality and timely and



proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Oracle is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify Oracle immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

6.2 You shall not use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters, (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under this Agreement, Oracle reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence (the "Acceptable Use Policy"), including the removal or disablement of access to such material. Oracle shall have no liability to You in the event that Oracle takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. To the extent not prohibited by applicable law, You agree to defend and indemnify Oracle against any claim arising out of a violation of Your obligations under this section.

6.3 You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Oracle Programs, as such Patches are generally released by Oracle as described in the Service Specifications. Oracle is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. Except for emergency or security related maintenance activities, Oracle will coordinate with You the scheduling of application of Patches, where possible, based on Oracle's next available standard maintenance window.

## 7. TRIAL USE AND PILOT CLOUD SERVICES

7.1 For certain Cloud Services, Oracle may make available "trials" and "conference room pilots" for non-production evaluation purposes. Cloud trials and conference room pilots must be ordered under a separate agreement.

7.2 Oracle may make available "production pilots" for certain Cloud Services under this Agreement. Production pilots ordered by You are described in the Service Specifications applicable to Your order, and are provided solely for You to evaluate and test Cloud Services for Your internal business purposes. You may be required to order certain Professional Services as a prerequisite to an order for a production pilot.

## 8. FEES AND TAXES

8.1 All fees payable to Oracle are due within thirty (30) days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Services You ordered, except for taxes based on Oracle's income. Fees for Services listed in an order are exclusive of taxes. If You are a tax exempt entity, You must provide the applicable tax certificate of exemption with Your order. Reimbursement of expenses related to providing any Professional Services, if any, will be addressed in the relevant ordering document and/or statement of work.

8.2 You understand that You may receive multiple invoices for the Services You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

8.3 You agree and acknowledge that You have not relied on the future availability of any Services, programs or updates in entering into the payment obligations in Your order; however, the preceding does not relieve Oracle of its obligation during the Services Period to deliver Services that You have ordered per the terms of this Agreement.

## 9. SERVICES PERIOD; END OF SERVICES

9.1 Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order. Even though You order Cloud Services that are designated in the Service Specifications or Your Order as Auto Renew, such services will NOT automatically renew. In order to renew, You must provide Oracle with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intent to renew and You must execute a contract modification evidencing such renewal. The preceding sentence shall not apply if Oracle provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.

9.2 Upon the end of the Services, You no longer have rights to access or use the Services, including the associated Oracle Programs and Services Environments; however for a period of up to 60 days after the end of the applicable Services Period, Oracle will make available Your Content and Your Applications then in the Services Environment for the purpose of retrieval by You. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.

9.3 Oracle may temporarily suspend Your password, account, and access to or use of the Services if You or Your Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' sections of this Agreement, or if in Oracle's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Oracle will provide advance notice to You of any such suspension in Oracle's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Oracle will use reasonable efforts to re-establish the affected Services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Oracle will make available to You Your Content and Your Applications as existing in the Services Environment on the date of suspension. Oracle may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after Oracle's initial notice thereof. Any suspension or termination by Oracle under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.

9.4 If either of us breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If Oracle terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

9.5 You may terminate this Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of the Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect. However, those orders may not be renewed subsequent to termination of this Agreement.

9.6 If You have used an Oracle Financing Division contract to pay for the fees due under an order and You are in default under that contract, You may not use the Services that are subject to such contract.

9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

## 10. NONDISCLOSURE

10.1 By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement. To the extent permitted by law, Confidential information shall be limited Your Content and Your Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.

10.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c)

is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

10.3 Subject to applicable law, we each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will hold Your Confidential Information that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Oracle will protect the confidentiality of Your Content or Your Applications residing in the Services Environment in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order. In addition, Your Personal Data will be treated in accordance with the terms of Section 11 below. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

The parties acknowledge and agree that You and this Agreement are subject to applicable freedom of information or open records law. Should You receive a request under such law for Oracle's Confidential Information, You agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

## 11. DATA PROTECTION

11.1 In performing the Services, Oracle will comply with the *Oracle Services Privacy Policy*, which is available at <http://www.oracle.com/html/Services-privacy-policy.html> and incorporated herein by reference. The *Oracle Services Privacy Policy* is subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your Content during the Services Period of Your order.

11.2 Oracle's *Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement> and incorporated herein by reference, describes the parties' respective roles for the processing and control of Personal Data that You provide to Oracle as part of the Cloud Services. Oracle will act as a data processor, and will act on Your instruction concerning the treatment of Your Personal Data residing in the Services Environment, as specified in this Agreement, the Data Processing Agreement and the applicable order. You agree to provide any notices and obtain any consents related to Your use of the Services and Oracle's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

11.3 The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data. You may disclose or transfer, or instruct Oracle to disclose or transfer in writing, Your Content or Your Applications to a third party, and upon such disclosure or transfer Oracle is no longer responsible for the security or confidentiality of such content and applications outside of Oracle.

11.4 You may not provide Oracle access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in Your order. If available, You may purchase services from Oracle (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, Oracle Federal Security Services, etc.) designed to address particular data protection requirements applicable to Your business or Your Content.

## 12. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

12.1 Oracle warrants that it will perform (i) Cloud Services in all material respects as described in the Service Specifications, and (ii) Professional Services in a professional manner in accordance with the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Oracle that describes the deficiency in the Services (including, as applicable, the service request

number notifying Oracle of the deficiency in the Services).

12.2 ORACLE DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY ORACLE, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT.

12.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

12.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 13. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. ORACLE'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM ORACLE UNDER SUCH ORDER.

### 14. INDEMNIFICATION

14.1 Subject to the terms of this Section 14 (Indemnification), if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations, to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

14.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such



Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund to You any unused, prepaid fees for such Services.

14.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Oracle. Oracle will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

14.4 This Section 14 provides the parties' exclusive remedy for any infringement claims or damages.

## 15. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

15.1 The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, platforms, content, products, services, and information of third parties. Oracle does not control and is not responsible for such Web sites or platforms or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

15.2 Any Third Party Content made accessible by Oracle is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Oracle is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Oracle reserves the right to take remedial action if any such content violates applicable restrictions under Section 6.2 of this Agreement, including the removal of, or disablement of access to, such content. Oracle disclaims all liabilities arising from or related to Third Party Content.

15.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. Oracle may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

15.4 Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

## 16. SERVICES TOOLS AND ANCILLARY SOFTWARE

16.1 Oracle may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Services and to help resolve Your Oracle service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding

Your Content and Your Applications) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license and Services management.

16.2 Oracle may provide You with on-line access to download certain Ancillary Software for use with the Services. If Oracle licenses Ancillary Software to You and does not specify separate terms for such Ancillary Software, then, subject to Your payment obligations, (i) You have the non-exclusive, non-assignable, worldwide limited right to use such Ancillary Software solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Your order, including the Services Specifications, (ii) Oracle will maintain such Ancillary Software as part of the Cloud Services, and (iii) Your right to use such Ancillary Software will terminate upon the earlier of Oracle's notice (which may be through posting on <https://support.oracle.com> or such other URL designated by Oracle) or the end of the Cloud Services associated with the Ancillary Software. If Ancillary Software is licensed to You under separate third party license terms, then Your use of such software is subject solely to such separate terms.

## 17. SERVICE ANALYSES

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Oracle retains all intellectual property rights in Service Analyses.

## 18. EXPORT

18.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

18.2 You acknowledge that the Cloud Services are designed with capabilities for You and Your Users to access the Services Environment without regard to geographic location and to transfer or otherwise move Your Content and Your Applications between the Services Environment and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your Content and Your Applications.

## 19. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

## 20. NOTICE

20.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065. Attention: General Counsel, Legal Department.

20.2 To request a termination of Services in accordance with this Agreement, You must submit a service request to Oracle at the address specified in Your order or the Service Specifications.

20.3 Oracle may give notices applicable to Oracle's Cloud Services customer base by means of a general notice on the Oracle portal for the Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

## 21. ASSIGNMENT

You may not assign this Agreement or give or transfer the Services (including the Oracle Programs) or an interest in them to another individual or entity. If You grant a security interest in any portion of the Services, the secured party has no right to use or transfer the Services or any deliverables, and if You decide to finance Your acquisition of the Services, You will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>.

## 22. OTHER

22.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We are each responsible for paying our own employees, including employment related taxes and insurance. You understand that Oracle's business partners and other third parties, including any third parties with which Oracle has an integration or that are retained by You to provide consulting or implementation services or applications that interact with the Cloud Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services, Your Content or Your Applications arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as an Oracle subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle resources under this Agreement.

22.2 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

22.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.

22.4 Oracle Programs and Services are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Oracle Programs and Services in such applications.

22.5 You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for Oracle to perform the Services under this Agreement.

22.6 You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to provide the Services and You will perform the actions identified in Your order as Your responsibilities.

22.7 You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Oracle aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. Oracle will cooperate with Your efforts to determine whether use of the standard Oracle Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services.

22.8 Oracle may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order and the terms of this Agreement. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle

can end Your Services and/or Your order. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

22.9 The purchase of Cloud Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Cloud Services, Professional Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.


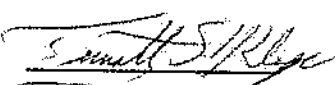
### 23. ENTIRE AGREEMENT

23.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.

23.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. Except as otherwise permitted in Section 5 (Service Specifications), Section 11 (Data Protection) and Section 15 (Third Party Web Sites) with respect to the Services, this Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. No third party beneficiary relationships are created by this Agreement.

### 24. CLOUD SERVICES EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is 2/16/2015 (DATE TO BE COMPLETED BY ORACLE)

Customer Name	Boise State University	Oracle America, Inc.
Signature		Signature 
Name	<u>Stacy Pearson</u>	Name <u>Timothy Kline</u>
Title	<u>VPPA</u>	Title <u>Non-Cloud Prod Mgt</u>
Signature Date	<u>2/9/2015</u>	Signature Date <u>3/11/15</u>
Agreement No	US-CSA-QT 5341943 (to be completed by Oracle)	





## AMENDMENT ONE

**Agreement Information**

This Amendment amends the Oracle Public Sector Agreement for Cloud Services US-CSA-QT5341943, dated 2/16/2015, and all amendments and addenda thereto (the "Agreement") between You and Oracle America, Inc. ("Oracle").

The parties agree to amend the Agreement as follows:

**1. Section 3. RIGHTS GRANTED**

*The text of Section 3.2 is deleted and is replaced with the following:*

"You do not acquire under this Agreement any right or license to use the Services, including the Oracle Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Subject to Section 9.2 hereof, upon the end of the Services ordered, Your right to access and use the Services will terminate. Oracle does not acquire under this Agreement any right or license to Your Content and Your Applications in excess of the scope and/or duration of the Services that is appropriate for Your Order. Subject to Section 9.2 hereof, upon the end of the Services ordered, Oracle's right under Your Order to access Your Content and Your Applications will terminate."

**2. Section 3. RIGHTS GRANTED**

*The text of Section 3.3 is deleted and is replaced with the following:*

"To enable Oracle to provide You and Your Users with the Services, You grant Oracle the right to use, process and transmit, in accordance with this Agreement and Your order and only to the extent necessary to provide the Services in accordance with this Agreement and Your Order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which Oracle provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party programs, You acknowledge that Oracle may allow providers of those third party programs to access the Services Environment, including Your Content and Your Applications, solely to the extent required for the interoperation of such third party programs with the Services. Oracle will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services. The third party owner, author or provider of such third party program retains all ownership and intellectual property rights in and to that content."

**3. Section 4. OWNERSHIP AND RESTRICTIONS**

*The first sentence of Section 4.1 is deleted and is replaced with the following:*

"You retain all ownership and intellectual property rights in and to Your Content and Your Applications and no implied license is granted to use Your Content and Your Applications following termination of this Agreement."

**4. Section 6. USE OF THE SERVICES**

*The third sentence in Section 6.1 is deleted and is replaced with the following:*

"To the extent permitted by applicable law and subject to the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929 (the "Idaho Tort Claims Act"), You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts as a result of Your or Your Users' access to the Services, and agree to notify Oracle immediately of any unauthorized use."

**5. Section 6. USE OF THE SERVICES**

*The last sentence of Section 6.2 is deleted and is replaced with the following:*

"To the extent permitted by applicable law and subject to the Idaho Tort Claims Act, You agree to defend and indemnify Oracle against any claim arising out of a violation of Your obligations under this section."

**6. Section 8. FEES AND TAXES**

*The first sentence of 8.2 is deleted and is replaced with the following:*

"You understand that You may receive multiple invoices for the Services You ordered (but such invoices will not be charging You more than once for the applicable ordered Service)."

**7. Section 9. SERVICES PERIOD; END OF SERVICES**

*The second sentence of Section 9.3 is deleted and is replaced with the following:*

"Oracle will provide advance notice to You of any such suspension in Oracle's reasonable discretion based on the nature of the circumstances giving rise to the suspension, provided Oracle will endeavor to provide such notice within seven business days prior to such suspension."

**8. Section 9. SERVICES PERIOD; END OF SERVICES**

*The second sentence of Section 9.4 is deleted and is replaced with the following:*

"If Oracle terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services delivered under such order plus related taxes and expenses."

**9. Section 10. NONDISCLOSURE**

*The last sentence of Section 10.3 is deleted and is replaced with the following:*

"Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing any Confidential Information to a governmental entity or as otherwise required by law, provided that the disclosing party shall provide written notice of such disclosure as soon as possible to the extent allowable by law or such governmental entity to the non-disclosing party."

**10. Section 13. LIMITATION OF LIABILITY**

*The text of Section 13 is deleted and is replaced with the following:*

"NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. ORACLE'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM ORACLE UNDER SUCH ORDER, PROVIDED, HOWEVER, THIS LIMITATION SHALL NOT APPLY TO DAMAGES OR LIABILITIES ARISING FROM THE ~~GROSSLY NEGLIGENT~~ OR WILLFUL MISCONDUCT OF ORACLE IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT."

**11. Section 14. INDEMNIFICATION**

*The text of Section 14.1 is deleted and is replaced with the following:*

"Subject to the terms of this Section 14 (Indemnification), if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material); that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will, to the extent permitted and not prohibited by law and with regard to You subject to the Idaho Tort Claims Act, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations, to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim."

**12. Section 14. INDEMNIFICATION**

*The following is inserted as a new subsection in Section 14:*

"14.5 Nothing in this Agreement shall be deemed to constitute a waiver by either party of any privilege, protection, or immunity otherwise afforded it under state or federal law. Except as necessary to enforce the terms hereof, nothing in this Agreement shall be deemed a waiver of Your sovereign immunity, which is hereby expressly retained."

**13. Section 18. EXPORT**

*The second sentence of Section 18.1 is deleted and is replaced with the following:*

"You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations) relating to Your use of the Services."

**14. Section 19. FORCE MAJEURE**

*The first sentence of Section 19 is deleted and is replaced with the following:*

"Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; extended electrical, internet, or telecommunication outage that is not caused by the obligated party nor within the reasonable control of the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); or other event outside the reasonable control of the obligated party."

**15. Section 22. OTHER**

*The third sentence of Section 22.8 is deleted and is replaced with the following:*

"Any such audit shall not unreasonably interfere with Your normal business operations and must in all respects comply with applicable laws regarding privacy and confidentiality of Your data or other applicable laws."

**16. Section 22. OTHER**

*The following is added as a new subsection in Section 22:*

"22.10 Governing Law and Jurisdiction. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho without regard to conflicts of law. Any action to enforce the provisions of this Agreement shall be brought in courts located in Idaho. Each party hereby consents to service and jurisdiction in such courts."

**17. Section 22. OTHER**

*The following is added as a new subsection in Section 22:*

"22.11 Sufficient Appropriation by Legislature Required. It is understood and agreed that You are a governmental entity, and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. You reserve the right to terminate this Agreement and any Order in place, in whole or in part if, in Your judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for You to continue such Agreement and Order, or requires any return or "give-back" of funds, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of both Parties hereunder and under any Order Documents shall thereupon cease within thirty (30) days after the notice to Oracle."

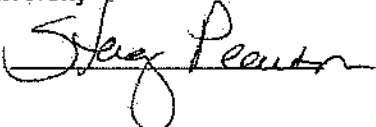
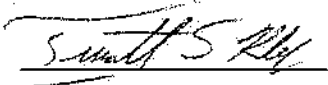
**18. Section 22. OTHER**

*The following is added as a new subsection in Section 22:*

"22.12 Officials, Agents and Employees of You Not Personally Liable. It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of the State of Idaho or of the Boise State University be in any way liable or responsible for any covenant or agreement contained in this Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho, including Boise State University, shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with Boise State University."

Subject to the modifications herein, the Agreement shall remain in full force and effect.

The Effective Date of this amendment is 2/16/2015 (to be completed by Oracle)

Boise State University		Oracle America, Inc.	
Signature		Signature	
Name	_____	Name	<u>Timothy Rlyfer</u>
Title	_____	Title	<u>Mgr, Cloud Prod Mgt</u>
Signature Date	<u>2/9/2015</u>	Signature Date	<u>3/11/15</u>
Agreement Number	US-CSA-QT5341943		

CONTRACTS  
  
ORACLE

**CONSENT**  
**FEBRUARY 15, 2023**

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Student Union Building Fire Alarm System Upgrade

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

This project replaces the obsolete Pyrotronics fire alarm system at Boise State University's (BSU'S) Student Union Building. The entire system will be brought up to current code, requiring replacement and relocation of panels, components, devices, and wiring throughout the building. The new system will be the EST3 Edwards Fire alarm system, BSU's campus standard. In addition to controlling the building fire alarm devices, the system controls mass notification for campus security needs and emergency incidents. BSU will perform programming of the new panel by licensed in-house technicians. Any damage to existing finishes due to device removal and/or installation will require patching, repair, replacement, and/or paint to match adjacent surfaces. The facility is occupied and will remain occupied during the removal of the old system and installation of the new system. Occupant safety and property protection will need to be maintained in compliance with current adopted code requirements and will be the responsibility of the Design-Build Team.

**IMPACT**

If approved, Boise State University will purchase and replace the existing fire alarm system in the Student Union Building for an amount not to exceed \$1.75M. The source of funds is BSU operating reserves.

**ATTACHMENTS**

Attachment 1 – FY2023 Capital Improvement Project Description  
Attachment 2 – Project Budget  
Attachment 3 – Project Location Map

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy V.I.3.a. requires Board approval for purchases exceeding \$1 million dollars. This item is before the Board due to the replacement cost being in excess of \$1 million per Board policy V.I.

Staff recommends approval.

**CONSENT**  
**FEBRUARY 15, 2023**

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**BOARD ACTION**

I move to approve the request by Boise State University to upgrade the fire alarm system and panel in the Student Union Building for an amount not to exceed \$1.75 million dollars.

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

**MAJOR CAPITAL BUDGET REQUEST  
FY 2023  
CAPITAL IMPROVEMENT PROJECT DESCRIPTION  
(New Buildings, Additions or Major Renovations)**

AGENCY: Boise State University

AGENCY PROJECT PRIORITY: 1 of 6

**PROJECT DESCRIPTION/LOCATION:**

Student Union Building, Fire Alarm System Upgrade

**PROJECT JUSTIFICATION:**

(A) Concisely describe what the project is.

This project replaces the obsolete Pyrotronics fire alarm system at Boise State University's Student Union Building. The entire system will be brought up to current code, requiring replacement and relocation of panels, components, devices, and wiring throughout the building. The new system will be the EST3 Edwards Fire alarm system, Boise State's campus standard. In addition to controlling the building fire alarm devices, the system controls mass notification for campus security needs and emergency incidents. Boise State will perform programming of the new panel by licensed in-house technicians. The facility is occupied and will remain occupied during the installation of the new system and removal of the old system.

(B) What is the existing program and how will it be improved?

The existing Firetronix fire alarm system at Boise State University in the Student Union Building is past its useful life and is in need of replacement in its entirety. Upgrades will include new panels, devices and wiring as required throughout the building. Installing and utilizing the new upgraded fire alarm panel will improve security mass notifications across our campus and bring the system up to code compliance.

(C) What will be the impact on your operating budget?

The proposed EST3 fire alarm panel is compatible with our security system and does not require any type of annual or monthly licensing fees. The EST3 fire alarm system is considered to be a system that is forward and backwards compatible, which is designed to reduce long term costs. The projected budgetary impact to the Student Union Reserve Account is estimated to be \$1,750,000.

(D) What are the consequences if this project is not funded?

The existing system is beyond its useful life and replacement parts are no longer available. If the new fire alarm system is not funded, the State Fire Marshal will not accept the current system as code compliant. Without a compliant system, occupant safety could be compromised and the building's certificate of occupancy could be put in jeopardy. In the event of an existing system failure, the Student Union would be required to have a 24-hour fire watch until a new system can be purchased, installed, and fully commissioned. Additionally, our campus will be hindered in its ability to send emergency mass notifications.



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ESTIMATED BUDGET:		FUNDING:	
Land	\$0	<i>Prior PBF (A&amp;R)</i>	\$0
A/E fees	\$55,000	PBF Request FY21	\$0
Construction	\$1,090,000	General Account	\$0
5% Contingency	\$55,000	Agency Funds	\$1,750,000
FF&E	\$0	Federal Funds	\$0
Other	\$550,000	Other	\$0
Total	\$1,750,000	Total	\$1,750,000

Agency Head Signature: \_\_\_\_\_

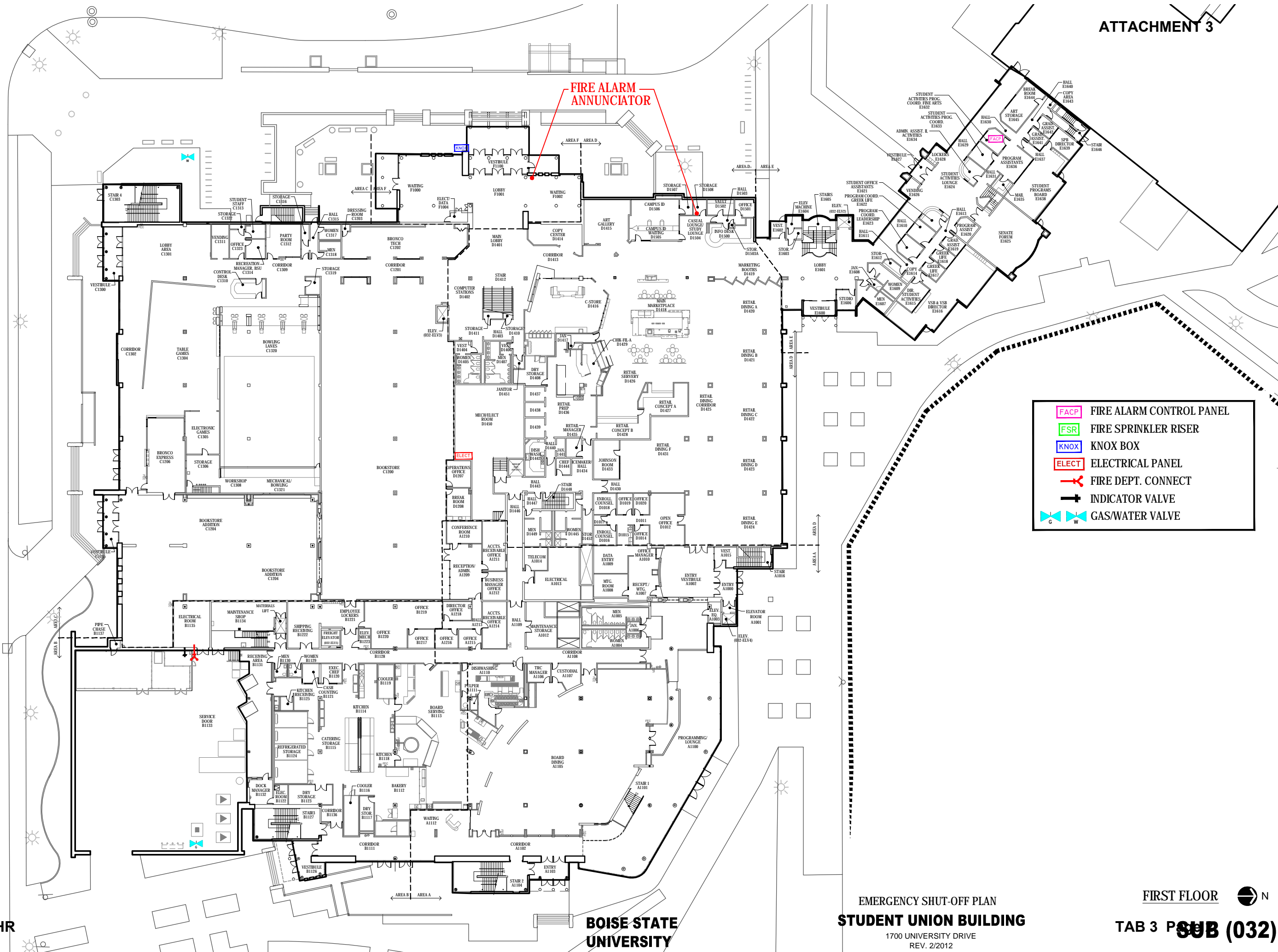
Date: \_\_\_\_\_

## ATTACHMENT 2

Primary	..	Approver Name:
<b>Project Description</b>		<b>Approvals</b>
The Fire Alarm Panel in the Student Union needs to be replaced/updated. At this point we do not know if additional parts the system including wiring will need to be replaced as well.  This project will be set up and funded to DPW through CDs and an Estimate, at which time additional funding will be provided by Boise State for construction.		
<b>Project Summary</b>		<b>Prepared By:</b>
Current Budget Date:	1-27-22	
FDCC (fund-dept-cost center)	3010.88600.5594626	
Project Number:	DPW21-208	Stephen Mullane
Project Title:	Student Union Fire Alarm Panel Replacement	AES Project Manager
Building Name:	SUB Student Union	<b>Department Approval:</b>
Building Number:	032	
Fund Source Name:	SUB Operating Reserves	
Fund Source Number:	8120.98700.4153999	Brent Delong
Amount:	\$49,700.00	Director, SUB
Fund Source Name (2):	SUB Operating Reserves	
Fund Source Number (2):	PFA22-033 8120.98700.4153999	
Amount (2):	\$949,300.00	
Fund Source Name (3):	Additional Funding Needed	
Fund Source Number (3):	N/A	
Amount (3):	\$751,000.00	
Total Project Funding	\$1,750,000.00	<b>Budget Approval:</b>
<b>SETUP COSTS</b>		
	Current Approved Budget	Nanette Selland
<b>Category</b>	1-27-22	
(AE) AE Fees Basic	\$55,000.00	Finance Manager
(CR) AE Consultant Reimbursables		Evan Danforth
(TC) Testing & Inspection		Interim University Architect & Director - AES
(CC) Construction Contract 1	\$1,090,000.00	
(CO) Construction Contingency (DPW 5%)	\$55,000.00	
(CY) Project Contingency (5%)	\$60,000.00	Alicia Estey
(PC) Plan Check & Building Permit Fees	\$10,000.00	Vice President of University Affairs and Chief of Staff
(AD) AE Advertising	\$100.00	
<b>Subtotal Setup Costs</b>	<b>\$1,270,100.00</b>	
<b>BSU SOFT COSTS</b>		
<b>Category</b>	1-27-22	
Other University Support (3.5% of total budget)	\$47,460.00	Jo Ellen Dinucci
Locks/Signage	\$300.00	Associate Vice President & Bursar
I.T. (Telephone & Data)		
Project Contingency 3 %	\$38,140.00	
<b>Subtotal BSU Soft Costs</b>	<b>\$85,900.00</b>	
<b>TOTAL PROJECT BUDGET (SETUP+BSU Soft)</b>	<b>\$1,356,000.00</b>	
<b>Reserved Funds Outside Project Budget</b>		
	Current Approved Budget	
<b>Category</b>	1-27-22	
Bidding Contingency (5% of Construction)	\$54,500.00	
FF&E (Estimated 5% of Construction Costs)		
Force to Balance - 25% SBOE Contingency	\$339,500.00	
<b>Subtotal BSU Reserve</b>	<b>\$394,000.00</b>	
<b>Budget Totals</b>		
<b>TOTAL PROJECT (SETUP+BSU SOFT+BSU RESERVE)</b>	<b>\$1,750,000.00</b>	

### Student Union Fire Alarm Panel Replacement Location





**BSU UNIVERSITY**

**SUBJECT**

Auxiliary Gymnasium Renovation in ExtraMile Arena

**REFERENCE**

August 2022

Idaho State Board of Education (Board) approved  
BSU University FY2023 Six-Year Capital  
Improvement Plan

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section V.K.4

**BACKGROUND/DISCUSSION**

BSU University (BSU) seeks Board approval to renovate the Auxiliary Gym inside the ExtraMile Arena.

In August 2022, the athletic department unveiled its updated vision for the Athletics Master Village (Playbook for Success) as part of its "What's Next Initiative." Part of the master village concept includes a renovation of the auxiliary gymnasium inside ExtraMile Arena. This renovation includes a new weight room facility, offices for coaches and support staff, a conference room and a video board. These updates will enhance the student-athlete experience and boost the recruitment and retention of student-athletes, coaches and staff.

BSU is requesting approval to use the design-build method of delivery for this project. This approach allows the university to issue an RFQ and to work closely with the successful firm to design and construct the facility with the same team from start to finish, expedite the design process, and shorten the construction calendar. Moreover, the design-build approach creates additional flexibility to make cost-saving decisions during construction that may require design adjustments. The design-build method is particularly advantageous in today's volatile construction market. If, in working with DPW, we discover that the design-build delivery method is not feasible for this project, BSU requests to use the Construction Manager/General Contractor delivery method.

If approved, BSU will work with DPW to issue a RFQ for design-build services. Consistent with Board policy, the university will return for construction approval once the design process is complete and the construction budget is set. Financing approval will be secured at a subsequent Board meeting.

Preliminary estimates for the project are between \$5-6M. The source of funds for design and planning services is Athletics reserves. The total project cost will be funded with a combination of fundraising proceeds and Athletics reserves.



**CONSENT**  
**FEBRUARY 15, 2023**

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**IMPACT**

Renovating the auxiliary gymnasium in the ExtraMile Arena provides an opportunity for the men's and women's basketball staff to relocate to a centralized office suite in the same space as their student-athletes, adjacent to the auxiliary gym. This much-needed improvement will streamline and strengthen basketball program staffing, offer a basketball-specific performance weight room for the men's and women's programs, and provide a dedicated space to welcome recruits, serve student-athletes, and improve pregame/halftime donor cultivation and stewardship opportunities. This future investment will ensure BSU basketball reflects our pride in our student-athletes, paving the way for future investment in other athletics programs and facilities.

This project will also have a positive impact on recruiting and retention within the athletic department and will have a significant impact on the student-athlete experience as we compete nationally. Placement of this project will foster an opportunity to improve the surrounding site, our national brand and further leverage unique amenities within ExtraMile Arena.

**ATTACHMENTS**

Attachment 1 – Project Budget  
Attachment 2 – Capital Project Tracking Sheet  
Attachment 3 - Project Location map

**STAFF COMMENTS AND RECOMMENDATIONS**

This is the first phase of the project and will be funded with athletics program reserves and raised funds. Subsequent phases will be brought to the Board for approval.

**BOARD ACTION**

I move to approve the request by Boise State University to proceed with planning and design for \$700,000 for the Auxiliary Gymnasium Renovation project and to issue a RFQ for design-build or for design services subject to discussions with DPW.

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

### Auxillary Gym Renovation Project Budget

<b>Project Number:</b>	TBD
<b>Project Title:</b>	Auxiliary Gymnasium Remodel
<b>Date:</b>	February 2022
<b>Category</b>	<b>Project Budget</b>
Design Fees	\$ 498,850
Testing, Inspections and Misc	\$ 11,400
Construction Costs	
Construction Contingency	
<b>Subtotal</b>	<b>\$ 510,250</b>
University Costs	\$ 24,750
University Contingency	\$ 165,000
<b>Total Project Budget</b>	<b>\$ 700,000</b>

**Office of the Idaho State Board of Education**  
**Capital Project Tracking Sheet**  
Jan-23

## History Narrative

1 <b>Institution/Agency:</b>	Boise State University	<b>Project:</b>	Auxiliary Gymnasium Renovation - Extra Mile Arena
2 <b>Project Description:</b>	Renovate the Auxiliary Gym located within Extra Mile Arena		
3 <b>Project Use:</b>	New weight room facility, offices for coaches and support staff, new conference room and a new video board		
4 <b>Project Size:</b>			

6		Sources of Funds				Use of Funds			
7									
8		PBF	ISBA	Other *	Total Sources	Planning	Use of Funds Const	Other	Total Uses
9	Initial Cost of Project	\$ -	\$ -	\$ 550,000	\$ 550,000	\$ 510,250		\$ 189,750	\$ 700,000
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22	Total Project Costs	\$ -	\$ -	\$ 550,000	\$ 550,000	\$ 510,250	\$ -	\$ 189,750	\$ 700,000

History of Funding:		* Other Sources of Funds												
		PBF		ISBA		Institutional Funds		Student Revenue		Other		Total Other	Total Funding	
		\$	-	\$	-	\$	700,000				\$	700,000	\$	700,000
											\$	-	\$	-





**BOISE STATE UNIVERSITY**

**SUBJECT**

Online Program Fees – Cryptology Security Analyst Graduate Certificate, Project Management Undergraduate Certificate, and Social Media Creator Undergraduate Certificate

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.G. and Section V.R.

**BACKGROUND/DISCUSSION**

Boise State University proposes to offer one (1) existing graduate certificate online and two (2) new online undergraduate certificates, utilizing an online program fee consistent with Board Policy V.R., Establishment of Fees. These certificates will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs. Descriptions of the certificates are included below.

**Cryptology Security Analyst Graduate Certificate**, an existing online certificate to be also offered utilizing an online program fee. This certificate will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs.

The State of Idaho is investing in being a cybersecurity nexus in the Intermountain West region. Providing education toward a high-level qualification in cryptography and cryptanalysis, one of the essential domains of cybersecurity, will serve this initiative. Cryptography and cryptanalysis are dynamic fields which require individuals to remain up-to-date with cryptologic defenses considering technological advances and the evolving threat landscape. It also requires continually updating the emphases featured in training and educational materials delivered. A program in this field will have a robust sought-after delivery only by remaining current with research and innovation. The proposed program will provide students with a thorough technical knowledge of cryptography and cryptanalysis and hands-on experience needed in combating common cybersecurity threats.

**Project Management Undergraduate Certificate**, a new 12 credit fully online certificate utilizing an online program fee. This certificate will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs.

The proposed program is an asynchronous, interdisciplinary certificate that aligns with the multidisciplinary project management framework established by the Project Management Institute (PMI). Project management is an interdisciplinary skill set that is applicable across a multitude of industries. As such, an experiential component has been integrated into the curriculum that requires students to gain and document a minimum of one semester, and allows up to two years of real-

world project management experience. The combination of project management education and experience gained during the proposed certificate will establish a well-defined path for students to sit for the Certified Associate in Project Management (CAPM) credential and make significant progress toward the Project Management Professional (PMP) certification exam.

The Project Management Certificate is designed to complement a student's major with project management knowledge, skills, and abilities. Students completing this program will be uniquely prepared to fill an increase in workforce demands in a wide range of industries including business, human services, communications management, and technology to meet the significant increase in demands in those industries.

**Social Media Creator Undergraduate Certificate**, a new 9 credit fully online certificate utilizing an online program fee. This certificate will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs.

The proposed program will lead the way in teaching people healthy and safe ways to solve problems and make a difference through their online social engagement. The focus on health (mental health), safety (privacy), and community (doing good in addition to making money) is what makes the certificate stand out.

This program will provide students with the theory and applied skills of online social media engagement and related interactive web features. Students will learn healthy and safe social media habits and practices that will help them use their online brand to solve problems and make a difference in their life, their community, and our world.

## **IMPACT**

**Cryptology Security Analyst Graduate Certificate** With the rise of the *Internet of Things*, and of novel computing technologies challenging the security of current cyber systems, Idaho and the nation are experiencing an unprecedented rise in the need for cyber security professionals and experts. The Department of Mathematics at Boise State University is singularly positioned to deliver, through its suite of cryptography and cryptanalysis courses, the necessary knowledge units critical to the safeguarding of information security in the form of confidentiality, information integrity, authentication, and non-repudiation services.

Similarly, with the increased need for certified credentials, the availability and value of the courses offered in Cryptology Security Analyst certificate will now be highlighted by associating an explicit industry-relevant credential to completing the sequence of courses. Graduates of this program will be able to assess the strengths and weaknesses of cyber systems and their usage, and provide solutions to security shortcomings of cryptographic systems and common, avoidable user errors that compromise security. The broader impact of the program will be advances on the security of conducting daily living given the society's greater



reliance on cyber enabled technologies providing daily living comforts and cultural expression.

The program's overall size will be scaled to demand, with new instructional costs at the 31-student threshold. The certificate is currently offered online, thus no new instructional costs are expected to be incurred until FY 2025.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.a.x. The price-point of \$525 per credit for the proposed online certificate aligns with the majority of Boise State University's graduate online programs. For students who need 12 credits to earn the certificate, the cost of the program would be \$6,300 (12 credits at \$525 per credit).

**Project Management** graduates will be:

- Competent with project management theory and process including all aspects to successfully manage projects including predictive planning and agile management, resource needs, information analysis, time constraints, and project scoping;
- Competent in project management emphasizing the soft skills needed to effectively lead a project team in today's changing environment including problem solving, leadership, and ethics;
- Competent in connecting project management to the organizational strategy and the management context to support successful implementation; and
- Able to function as a Certified Associate in Project Management.

The program's overall size will be scaled to demand, with new instructional costs at the 100-course capacity threshold. The new certificate will launch online-only using existing resources. No new instructional costs are expected to be incurred within the first five years of this certificate.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.a.x. The price-point of \$350 per credit for the proposed online certificate aligns with the majority of Boise State University's undergraduate online programs. For students who need 12 credits to earn the certificate, the cost of the program would be \$4,200 (12 credits at \$350 per credit).

**Social Media Creator** graduates will be able to:

- Recognize and select name, image, likeness opportunities that align with their brand;
- Identify and analyze potential audiences for their brand;
- Evaluate and select social media platforms that create brand awareness and loyalty;
- Post useful, relevant, and engaging content for their audience (followers);
- Identify strategies and tools to engage socially online in healthy and safe

**CONSENT**  
**FEBRUARY 15, 2023**

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ways; and

- Develop a content strategy for their brand, including establishing goals, audience, content types (e.g., posts, video, infographics, data stories), brand voice, social media platforms/channels, and timeline.

The program's overall size will be scaled to demand, with new instructional costs at the course capacity threshold. No new instructional costs are expected to be incurred for the program until FY 2029.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R.3. The price-point of \$350 per credit for the proposed online certificate aligns with the majority of Boise State University's undergraduate online programs. For students who need 9 credits to earn the certificate, the cost of the program would be \$3,150 (9 credits at \$350 per credit).

**ATTACHMENTS**

Attachment 1 – Notification Letter – Project Management Undergraduate Certificate

Attachment 2 – Notification Letter – Social Media Creator Undergraduate Certificate

**STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy III.G. only requires notification to the Executive Director or designee for new undergraduate or graduate certificates consisting of fewer than 30 credit requirements. The requests before the Board are to approve an online program fee for an existing graduate certificate and online program fees for two new undergraduate certificates. The required notification letters are provided in Attachments 1 and 2.

Boise State University's request to assess an online program fee of \$525 per credit for the existing graduate program and \$350 per credit for the two new undergraduate certificates listed above aligns with criteria as defined in Board Policy V.R.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to charge online program fees of \$525 per credit for a Graduate Certificate in Cryptology Security Analyst, and \$350 per credit for Undergraduate Certificates in Project Management and Social Media Creator.

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



January 3, 2023

TJ Bliss  
Chief Academic Officer  
Office of the Idaho State Board of Education  
Boise, ID

Dear TJ,

The purpose of this this Notification Letter is to notify you (as per Board Policy Section III.G.3.c.) of our intent to create an *Undergraduate Certificate in Project Management*. The certificate will be housed in the College of Arts and Sciences

The new certificate will go into effect in Fall 2023.

The 12-credit Project Management Certificate will be offered fully online with an online program fee. The certificate is designed to complement a student's major with project management knowledge, skills and abilities. Students completing this program will be uniquely prepared to fill an increase in workforce demands in a wide range of industries including business, human services, communications management, and technology to meet the significant increase in demands in those industries.

The new certificate will launch online-only using existing resources. No new instructional costs are expected to be incurred within the first five years of this certificate. The new student enrollment is conservatively estimated at approximately 10 students in years one and two, increasing to 15 students in year three, and 20 students in year four.

Please do not hesitate to contact me should you need additional information.

Sincerely,



Zeynep Hansen, PhD  
Vice Provost for Academic Planning and Institutional Effectiveness  
Office of the Provost

Cc: Patty Sanchez  
John Buckwalter  
Mark Damm  
Leslie Durham

<i>Undergraduate Certificate in Project Management</i>	
Course Number and Title	Credits
Complete all of the following	
<ul style="list-style-type: none"> <li>Take at least 1 of the following</li> </ul>	
○ IPS440 – Project Management and Design	3
○ PROJMGT300 – Project Management Fundamentals	3
○ SCM435 – Project Management	3
○ COID264 – Project Management I: Start, Plan, Run	3
<ul style="list-style-type: none"> <li>Take the following</li> </ul>	
○ PROJMGT301 – Project Management Documentation	3
<ul style="list-style-type: none"> <li>Take at least 1 of the following</li> </ul>	
○ PROJMGT350 – Project Management Specialization	3
○ PUB420 – Strategic Planning and Project Management	3
○ PRO401 – Project Management	3
<ul style="list-style-type: none"> <li>Take at least 3 credits from the following:</li> </ul>	
○ PROJMGT493 - Internship	3
<i>Total Credits</i>	12

January 3, 2023

TJ Bliss  
Chief Academic Officer  
Office of the Idaho State Board of Education  
Boise, ID

Dear TJ,

The purpose of this this Notification Letter is to notify you (as per Board Policy Section III.G.3.c.) of our intent to create an *Undergraduate Certificate in Social Media Creator*. The certificate will be housed in the Department of Writing Studies within the College of Arts and Sciences

The new certificate will go into effect in Fall 2023.

The 9-credit Social Media Creator certificate will provide students with the theory and applied skills of online social engagement and related interactive web features. They will learn health and safe social media habits and practices that will help them use their online brand to solve problems and make a difference in their life, their community, and our world.

The program's overall size will be scaled to demand, with no new instructional costs at the course capacity threshold. No new instructional costs are expected to be incurred for the program until FY2029. The projected enrollment is 30 students for FY2024; 34 students in FY2025; 51 students in FY2026 and 70 students in FY2027.

Please do not hesitate to contact me should you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Zeynep K. Hansen', with a stylized flourish at the end.

Zeynep Hansen, PhD  
Vice Provost for Academic Planning and Institutional Effectiveness  
Office of the Provost

Cc: Patty Sanchez  
John Buckwalter  
Mark Damm  
Leslie Durham



<i>Undergraduate Certificate in Social Media Creator</i>	
Course Number and Title	Credits
<ul style="list-style-type: none"> <li>• Take the following</li> </ul>	
○ WRITE186 – Creating Digital Value	3
○ WRITE185 – Name, Image and Likeness	3
○ WRITE280 – Social Storytelling and Leadership	3
<i>Total Credits</i>	9

**CONSENT**  
**FEBRUARY 15, 2023**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Multi-year contract for Cody Hawkins, Head Football Coach

**REFERENCE**

February 2022

The Board approved a five-year contract for Charles Ragle commencing on December 13, 2021 and terminating on December 13, 2026.

**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 (BSC), as well as at the comparatively lower salary level to our sister institutions, extending a 5 year contract to a new head coach is necessary to secure high level candidates. Further, we feel compelled to allow ample 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 2/20/2023 to 1/21/2028. The salary of the previous coach of \$205,000 is increased to \$210,000 with incentives as follows:

Conference Championship or Co-Championship	\$7,500
Playoff Appearance	\$7,500
Academic Progress Rate (APR)	\$10,000 maximum

<u>Multi-Year APR Score</u>	<u>Incentive Pay Up To:</u>
960-969	\$ 1,000
970-979	\$ 3,000
980-989	\$ 4,000
990-999	\$ 6,000
1000	\$10,000

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 – 10,000	\$ 10,000

**CONSENT**  
**FEBRUARY 15, 2023**

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BSC Coach of the Year Recognition	\$7500
Number of Wins	\$15,000 maximum

<u>Wins</u>	<u>Incentive Pay Up To:</u>
7 wins	\$ 3,000
8 wins	\$ 4,000
9 wins	\$ 5,000
10 wins	\$ 6,000
11 wins	\$10,000
12 wins	\$15,000

Post-Season Playoff Wins	\$15,000 maximum
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Play-in	8 Teams	1st Win	\$ 5,000*
Round 2	16 Teams	2nd Win	\$ 5,000
Round 3	8 Teams	3rd Win	\$ 5,000
Round 4	4 Teams	4th Win	\$ 8,000
Round 5	2 Teams	5th Win	\$15,000

\*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.

#### **ATTACHMENTS**

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

#### **STAFF COMMENTS AND RECOMMENDATIONS**

Previous ISU coach Charles Ragle resigned from his position after one year into his five-year contract, after a 1-10 season.

The proposed employment agreement starts with a base salary of \$210,000, which is the eighth highest in the conference of 13 schools. Total maximum compensation in the first year including all incentive pay is \$305,500 (as set forth in Attachment 6), plus pay net revenue from university-operated summer camps.

The contract includes potential supplemental compensation for academic achievement and behavior of team members. The dollar incentive is tied to stratified APR. The APR standard is determined through metrics reflecting eligibility and retention data for each student-athlete on scholarship and a perfect score is 1000. For purposes of context, the FY 2021/22 Idaho State Football four-year Multi-year APR was 933. Coach's Assistants are eligible to receive

**CONSENT**  
**FEBRUARY 15, 2023**

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supplemental compensation in the amount of \$2,000 per Assistant Coach for achieving a single year APR of 960 or greater. For purposes of context, the FY 2021/22 Idaho State Football single year Rate was 901.

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 \$100,000 if separation occurs prior to the final year of the contract and \$25,000 within the final year of the contract.

The proposed employment agreement is in substantial conformance with the Board's model contract. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University to enter into a five (5) employment agreement with Cody Hawkins, Head Football Coach, commencing on February 20, 2023 and terminating on January 21, 2028, at a base salary of \$210,000 and supplemental compensation provisions, 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 Cody Hawkins (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 February 20, 2023 and terminating, without further notice to Coach, on January 21, 2028 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 \$210,000.00 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>
950-959	\$ 1,000.00
960-969	\$ 2,000.00
970-979	\$ 3,000.00
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 - 10,000	\$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	\$ 3,000.00
8 wins	\$ 4,000.00
9 wins	\$ 5,000.00
10 wins	\$ 6,000.00
11 wins	\$10,000.00
12 wins	\$15,000.00

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 \$2,000 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*
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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 remaining unpaid amounts contained in 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: \$100,000 if separation occurs prior to August 1, 2025, and \$25,000 if separation occurs after August 1, 2025. 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: Cody Hawkins  
codynhawkins@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: Cody Hawkins

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





**ATHLETICS MULTI-YEAR CONTRACT**  
**[COACH NAME], FOOTBALL HEAD COACH - [SPORT]**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY-(University), and ~~[LEGAL NAME OF COACH]~~ Cody Hawkins (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 ~~[INSERT SPORT/TEAM]~~ 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 ~~President~~ (President/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 3.2.4-9 shall cease.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of ~~[INSERT TERM OF YEARS—3—OR—LESS]~~ 5 years, commencing on ~~[INSERT COMMENCEMENT DATE]~~ FEBRUARY 20, 2023 and terminating, without further notice to Coach, on ~~[INSERT TERMINATION DATE]~~ JANUARY 21, 2028 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 ~~\$(INSERT SALARY AMOUNT IN USD)\$210,000.00~~ 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 PresidentChief 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 PresidentChief Executive Officer, in the President'sChief Executive Officer's discretion, to institute furloughs or to take such other actions consistent with Board policy as the PresidentChief 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.

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~~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) ~~[INSERT CONDITIONS SUCH AS MINIMUM]~~ Team Single Year APR THRESHOLD reaches a minimum threshold of 945 and (2) the Team operates within the assigned and agreed upon ~~[TEAM/SPORT] budget~~ 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 ~~[INSERT TRIGGER EVENT: BIG SKY CHAMP, COACH OF YEAR, ETC]~~ conference champion or co-champion, and if Coach continues to be employed as University's ~~Head~~ [INSERT TEAM/SPORT] Coach head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in ~~an~~ the amount equal to ~~[INSERT AMOUNT IN WEEKS]~~ of Coach's Annual Salary \$7,500 during the fiscal year in which the ~~[TRIGGER EVENT]~~ is championship was achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.2 [ADD OTHER SUPPLEMENTAL COMPENSATION CLAUSES AS APPROPRIATE, SUCH AS CONFERENCE CHAMPION, COACH OF THE YEAR, SELECTION TO NCAA TOURNAMENT, ETC]~~

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 ~~\$(INSERT USD AMOUNT)~~ \$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 ~~President~~ 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; ~~and~~ 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.



To:	<u>[TEAM/SPORT]Multi-Year APR Score:</u>	<u>Incentive Pay Up</u>
	950-959	\$ 1,000.00
	960-969	\$ 2,000.00
	970-979	\$ <del>{USD AMOUNT}</del> 3,000.00
	980-989	\$ <del>{USD AMOUNT}</del> 4,000.00
	990-999	\$ <del>{USD AMOUNT}</del> 6,000.00
	1000	\$ <del>{USD AMOUNT}</del> 10,000.00

3.2.43.2.4. 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 - 10,000	\$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	\$ 3,000.00
8 wins	\$ 4,000.00
9 wins	\$ 5,000.00
10 wins	\$ 6,000.00
11 wins	\$10,000.00

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12 wins \$15,000.00

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 \$2,000 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.

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

\*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 [TEAM/SPORT]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 [TEAM/SPORT] Camps.(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 [TEAM/SPORT]summer (Sport) camps, the University shall pay Coach and Coach's designees according to the any net proceeds generated by camps revenues per year as supplemental compensation during each year of employment as head [TEAM/SPORT]football coach at the University. This amount shall be paid from within thirty (30) days after all camp accounts and a detailed accounting of all revenue and expenses provided to the Director bills have been paid.

### 3.3 — Apparel Agreement.

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

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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.

**3.43** 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;

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

4.1.4. Know, recognize, and comply with all applicable laws, ~~and with the~~ policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. -Coach shall 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

4.1.5. 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 ~~the coach~~ Coach.

~~4.1.6.~~ Coach shall be responsible ~~to ensure~~ for ensuring that institutional staff

4.1.6. 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 ~~President~~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 ~~University Marketing and Communications~~the Chief Executive Officer.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the ~~President~~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 ~~President's Office~~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 ~~the~~ 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 ~~the~~ PresidentChief 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

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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 ~~term date of this contract as requested by the~~ Director Team's last regular season or the Director's designee post-season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of ~~the~~ University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for ~~these~~ 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 Universityuniversity 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 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving ten (10) days prior written notice to Coach.~~

### ~~5.2.2~~

~~5.2.1.~~ In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, ~~as liquidated damages and not a penalty,~~ the remaining unpaid amounts contained in 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~~

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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.

5.2.32. 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, 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: ~~INSERT SUM~~ \$100,000 if

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separation occurs prior to August 1, 2025, and \$25,000 if separation occurs after August 1, 2025. 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, ~~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 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-

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athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program. ~~In the event of an announcement to the Athletic Director of a future departure, a formal resignation, termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.~~

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

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

## ARTICLE 6

6.1 Board Approval. ~~This If required under Board policy, this~~ Agreement shall not be effective ~~until and unless executed~~ approved by ~~both parties as set forth below the Board.~~ In addition, the payment of any compensation pursuant to this ~~agreement~~ Agreement shall be subject to the approval of the Board, ~~if required the Chief Executive Officer,~~ and the ~~President~~ 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~~ 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.

OGC 11/14/2022



6.4 Waiver. ~~No failure of the University to enforce a right of this Agreement shall constitute a waiver of that right.~~ 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
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~~OGC-11/14/2022~~

MS 8173  
Pocatello, ID 83209

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

Coach: [INSERT COACH NAME AND CONTACT INFO]Cody Hawkins  
codynhawkins@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

OGC 11/14/2022

Coach



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

Printed Name: Kevin Satterlee

~~Idaho State University President~~Chief  
Executive Officer

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

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

Printed Name: ~~[COACH NAME]~~Cody  
Hawkins

~~Head Coach~~  
[SPORT/TEAM]

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

~~[FOR ANY CONTRACT GREATER THAN 3 YEARS]~~ Approved by the Idaho State Board of  
Education on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

OGC 11/14/2022





## IDAHO STATE UNIVERSITY

FOOTBALL APR History and National Percentile Rank

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

	2017-18	2018-19	2019-20	2020-21	2021-22
Single Year APR	974	944	925	944	901
National % Rank by Sport	50-60	30-40	*	*	*

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

Football	967	959	953	946	933
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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 (Cody Hawkins) 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
9 Idaho State	\$	210,000.00	\$	95,500.00	\$ 305,500.00
8 UC Davis	\$	272,500.00	\$	30,400.00	\$ 302,900.00
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
8 Idaho State	\$	210,000.00
7 Montana	\$	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 Structure of Liquidated Damages**

Supporting Information for ISU Head Football Coach (Cody Hawkins) 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 \$100,000 until the final year, then \$25,000.

## Head Football Coach Cody Hawkins Maximum Compensation Calculation: FY 2023-2028

Contract Reference:		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	
3.1.1	Annual Salary	\$ 210,000.00	\$ 215,250.00	\$ 220,631.25	\$ 226,147.03	\$ 231,800.71	*Assumes 2.5% CEC increase annually.
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	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
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:		\$ 305,500.00	\$ 310,750.00	\$ 316,131.25	\$ 321,647.03	\$ 327,300.71	

**CONSENT**  
**FEBRUARY 15, 2023**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Online Program Fee – Industrial Cybersecurity Engineering Technology  
Apprenticeship Program  
Professional Fee – Graduate Certificate in Nursing Education

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.G and  
Section V.R.

**BACKGROUND/DISCUSSION**

Idaho State University (ISU) is requesting approval to add a professional fee for their recently approved online graduate certificate in Nursing Education consistent with Board Policy V.R, Establishment of Fees and to establish an online program fee for their recently approved online Industrial Cybersecurity Engineering Technology Apprenticeship program which offers an Associate of Applied Science consistent with Board Policy V.R. Descriptions of the programs and associated fee requests are included below.

**Industrial Cybersecurity Engineering Technology Apprenticeship Program**

Idaho State University requests permission to create an Online Program Fee of \$350.00 per credit for the Industrial Cybersecurity Engineering Technology Apprenticeship program in accordance with Board Policy V.R., subsection 3.b.ii.

Through collaborative partnerships with Idaho National Laboratory and Department of Homeland Security, the in-person Associate of Applied Science (AAS) in Industrial Cybersecurity Engineering Technology has been very successful at recruiting new students and placing them in internships and full-time positions in industry. As the program has evolved, new industry partnerships have been established. Seimen's Energy, a world leader in industrial systems and cybersecurity, with support from the program's Technical Advisory Committee and industry partners, requested a new fully online part-time pathway to allow current employees to complete the AAS utilizing an apprenticeship model. Since students will be working full-time while completing the program, a part-time academic apprenticeship model was developed. It will take students eight semesters or four years to complete the AAS program. A proposal was submitted to the Idaho Division of Career Technical Education and Office of the State Board of Education consistent with Board Policy III.G. Postsecondary Program Review and Approval requesting approval to add an online option to the existing program, which was approved in December 2022.

Upon completion of the program, students will be prepared to obtain the internationally recognized ISC<sup>2</sup> Systems Security Certified Practitioner certification. Students who complete this AAS program will be able to continue on to earn a Bachelor of Applied Science degree in Cyber Physical Systems Engineering Technology. The program is currently seeking ABET accreditation which will create

additional continuing education opportunities for students.

**Graduate Certificate in Nursing Education**

Idaho State University requests permission to add a professional fee of \$120 per credit, in addition to the normal tuition, for a new 18-credit online Graduate Certificate in Nursing Education. Consistent with Board Policy III.G, certificates consisting of fewer than 30 credits do not require approval only notification to the Board office. A letter of notification was submitted by ISU and processed by the Board office in December 2022. There is no other Nursing Education Graduate Certificate program currently offered by state universities in Idaho. This new certificate will help alleviate the nursing shortage in Idaho by providing more qualified faculty prepared to train nurses. The program is intended to prepare RN's with the knowledge and skills needed for providing competent education in clinical and academic settings. The certificate is available to students enrolled in an ISU graduate nursing degree program and any baccalaureate prepared RN who meets admission criteria (BSN, minimum Nursing degree GPA of 3.0, valid and unencumbered RN license).

The new certificate program requires 18 credits and is offered fully online. There are four didactic courses covering the theoretical approaches to nursing education, teaching strategies, curricular development and evaluation strategies. Two new practicum courses have been created to prepare students to teach in both the clinical and academic settings (288 hours total) with qualified nurse educator preceptors. The clinical setting educator teaches primarily licensed nurses and/or patients, whereas the academic nurse educator teaches students entering the nursing profession or pursuing a graduate degree in nursing. Due to the differences in who is being taught, there is a concomitant difference in the application of the certificate content. Therefore, there are two teaching practicums, one for each setting. Practicum teaching experiences occur in the area in which the student resides and/or online.

The graduate certificate meets the educational criterion for national credentialing as a Certified Nurse Educator. Also, since the certificate uses coursework currently offered in the MSN in the Nursing Education degree option, students completing the certificate may continue on the pathway to a graduate degree should they wish to do so.

It is anticipated there will be at least 4 students enrolling each year for a total of 16 students in four years.

The program is one year in length if enrolled full-time. It will use the traditional graduate tuition rates and a School of Nursing professional fee of \$120/credit, if approved. Thus, the student cost to complete the certificate, using current full-time tuition rates, is \$11,888. Required texts for the courses are anticipated to cost approximately \$200 for a total anticipated cost of \$12,088.



## **IMPACT**

### **Industrial Cybersecurity Engineering Technology Apprenticeship program:**

The fiscal impact of the proposed online program fee was estimated based on discussions with industry partners who have committed to enrolling current employees into the program. The program will accept students on an annual cohort basis. The program has the following acceptance goals; ten students in 2023/24, 15 students in 2024/25, and 20 students each year thereafter. It will take students four years to complete the AAS program utilizing the part-time apprenticeship model. If the program has a goal of 20 new students each year, in year five and onward, the program will have a total of 80 students enrolled at various stages of the online program.

The online program fee of \$350/credit is a competitive rate compared to other cybersecurity programs. The program requires 53 technical and 16 general education credits to earn the AAS degree. It is anticipated that students will complete their general education courses at regional colleges. Revenue and expenses have been based on the technical credits.

As a fully online undergraduate degree program, online program fees will allow the program to scale and hire an instructional assistant, adjunct faculty, and mentors necessary to facilitate the program. Local College of Technology funds will be utilized to cover the initial budget deficits.

### **Graduate Certificate in Nursing Education:**

The professional fee of \$120/credit plus tuition (\$540.48/credit current graduate part-time tuition for Idaho residents) will help cover costs and support the program while keeping the overall cost of the program competitive with other similar programs in the region.

The fiscal impact estimated per year and based upon a minimum enrollment of four students/year, is projected to generate revenue of \$47,555. Expenses include salary for one adjunct faculty member (\$32,705), Program Director stipend (\$2,030), accreditation fees (\$2,500), and marketing (\$2,500) for a total of \$39,735/year. Thus, the net revenue generated is estimated to be \$7,820/year and will be dedicated to program enhancements.

## **ATTACHMENTS**

Attachment 1 - 2022-08 COT AAS in Industrial Cybersecurity Engineering Technology Apprenticeship Budget Short Proposal

Attachment 2 - Proposed budget for the Nursing Education Graduate Certificate

## **STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to Board Policy V.R.3.b. an institutional online program fee may be charged, with prior Board approval, 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

**CONSENT**  
**FEBRUARY 15, 2023**

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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.

Professional fees are charged in addition to the program's tuition and fees. To be eligible for consideration of a professional fee the program must meet all of the credential or licensure requirements, accreditation requirements and demonstrated program costs established in Board policy V.R.3.b. No additional course fees may be charged once the professional fee is established.

This approval would allow ISU to assess an online program fee of \$350 per credit for the existing online Industrial Cybersecurity Engineering Technology Apprenticeship program and add a professional fee of \$120 per credit to the existing online, Graduate Certificate in Nursing Education. This aligns with criteria as defined in Board Policy V.R.

The proposed fees were shared with the Business Affairs and Human Resources committee at their February 3, 2023 meeting. The proposed fees meet the criteria for online and professional fees. Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University to implement an online program fee of \$350 per credit for the Industrial Cybersecurity Engineering Technology Apprenticeship program, and \$120 per credit professional fee, in addition to the normal tuition, for a new Graduate Certificate in Nursing Education, in conformance with the program budgets submitted to the Board in Attachments 1 and 2.

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

## ISU #2022-08 AAS in Industrial Cybersecurity Engineering Technology Apprenticeship (online)

**5. Resources Required for Implementation.** "Ongoing" is defined as ongoing operating budget for the program which will become part of the base. "One-time" is defined as one-time funding in a fiscal year and not part of the base.

Estimated Fiscal Impact	FY 2024		FY 2025		FY 2026		FY 2027	
<b>A. Revenue</b>	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request								
2. Institution Funds								
3. Federal								
4. New Tuition Revenues from Increased Enrollments		\$56,000.00		\$103,600.00		\$189,000.00		\$247,800.00
5. Student Fees								
6. Other (i.e., Gifts) Local institutional funds		\$37,250.00		\$21,110.00				
<b>Total Revenue</b>	<b>\$0</b>	<b>\$93,250</b>	<b>\$0</b>	<b>\$124,710</b>	<b>\$0</b>	<b>\$189,000</b>	<b>\$0</b>	<b>\$247,800</b>
<b>B. Expenditures</b>	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Personnel		\$89,500.00		\$116,585.00		\$159,710.00		\$189,876.00
2. Operating		\$3,750.00		\$8,125.00		\$15,750.00		\$21,750.00
3. Equipment								
4. Facilities								
<b>Total Expenditures</b>	<b>\$0</b>	<b>\$93,250</b>	<b>\$0</b>	<b>\$124,710</b>	<b>\$0</b>	<b>\$175,460</b>	<b>\$0</b>	<b>\$211,626</b>
<b>Net Income (Deficit)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,540</b>	<b>\$0</b>	<b>\$36,174</b>

**Program Resource Requirements**

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the program
- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

**I. PLANNED STUDENT ENROLLMENT**

	<u>FY 2024</u>		<u>FY 2025</u>		<u>FY 2026</u>		<u>FY 2027</u>	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	4	4	4	4	4	4	4	4
B. Shifting enrollments	0	0	0	0	0	0	0	0
<b>Total Enrollment</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>4</b>

**II. REVENUE**

	<u>FY 2024</u>		<u>FY 2025</u>		<u>FY 2026</u>		<u>FY 2027</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Institution Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. New Tuition Revenues from Increased Enrollments	\$33,773.04	\$0.00	\$33,773.04	\$0.00	\$33,773.04	\$0.00	\$33,773.04	\$0.00
5. Student Fees	\$5,141.52	\$0.00	\$5,141.52	\$0.00	\$5,141.52	\$0.00	\$5,141.52	\$0.00
6. Other (Professional Fees	\$8,640.00	\$0.00	\$8,640.00	\$0.00	\$8,640.00	\$0.00	\$8,640.00	\$0.00
<b>Total Revenue</b>	<b>\$47,555</b>	<b>\$0</b>	<b>\$47,555</b>	<b>\$0</b>	<b>\$47,555</b>	<b>\$0</b>	<b>\$47,555</b>	<b>\$0</b>

*Ongoing is defined as ongoing operating budget for the program which will become part of the base.*

*One-time is defined as one-time funding in a fiscal year and not part of the base.*

### III. EXPENDITURES

	<u>FY 2024</u>		<u>FY 2025</u>		<u>FY 2026</u>		<u>FY 2027</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
<b>A. Personnel Costs</b>								
1. FTE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2. Faculty	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3. Adjunct Faculty	29,597.40	0.00	29,597.40	0.00	29,597.40	0.00	29,597.40	0.00
4. Graduate/Undergrad Assistants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Research Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6. Directors/Administrators reallocated	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00
7. Administrative Support Personnel reallocated	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8. Fringe Benefits	\$3,637.23	\$0.00	\$3,637.23	\$0.00	\$3,637.23	\$0.00	\$3,637.23	\$0.00
9. Other:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Personnel and Costs</b>	<u>\$34,734.63</u>	<u>\$0.00</u>	<u>\$34,734.63</u>	<u>\$0.00</u>	<u>\$34,734.63</u>	<u>\$0.00</u>	<u>\$34,734.63</u>	<u>\$0.00</u>

	FY 2024		FY 2025		FY 2026		FY 2027	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
<b><i>B. Operating Expenditures</i></b>								
1. Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Professional Services	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	\$0.00
3. Other Services	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	\$0.00
4. Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Materials and Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6. Rentals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7. Materials & Goods for Manufacture & Resale	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8. Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b><i>Total Operating Expenditures</i></b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$0</b>	<b>\$5,000</b>	<b>\$0</b>
	FY 2024		FY 2025		FY 2026		FY 2027	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
<b><i>C. Capital Outlay</i></b>								
1. Library Resources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b><i>Total Capital Outlay</i></b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



	FY 2024		FY 2025		FY 2026		FY 2027	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
<b>D. Capital Facilities Construction or Major Renovation</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>E. Other Costs</b>	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
Utilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance & Repairs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Other Costs</b>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<b>TOTAL EXPENDITURES:</b>	<u>\$39,735</u>	<u>\$0</u>	<u>\$39,735</u>	<u>\$0</u>	<u>\$39,735</u>	<u>\$0</u>	<u>\$39,735</u>	<u>\$0</u>
<b>Net Income (Deficit)</b>	<u>\$7,820</u>	<u>\$0</u>	<u>\$7,820</u>	<u>\$0</u>	<u>\$7,820</u>	<u>\$0</u>	<u>\$7,820</u>	<u>\$0</u>

Budget Notes (specify row and add explanation where needed; e.g., "I.A.,B. FTE is calculated using..."):

II.5	Student Fees consist of the Part-time Consolidated Mandatory Fees
II.6	Professional Fees are \$120 per credit for the 18 credits.
III.B.2	\$2,500 per year for accreditation costs
III.B.3	\$2,500 per year for marketing costs

**CONSENT**  
**FEBRUARY 15, 2023**

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**SUBJECT**

General Education Matriculation (GEM) Committee Appointments

**REFERENCE**

June 2016	The Board appointed Jana McCurdy (CWI), Dr. Margaret Johnson (ISU), and Kenton Bird (UI) to the GEM Committee.
December 2016	The Board appointed Dr. Joanne Togle (ISU) and John Bieter (BSU) to the GEM Committee.
August 2017	The Board appointed Lori Barber, representing CEI, to the GEM Committee.
October 2017	The Board appointed Cher Hendricks, representing UI, to the GEM Committee.
April 2019	The Board appointed Dean Panttaja representing UI, and Whitney Smith-Schuler representing CSI to the GEM Committee.
June 2019	The Board appointed Greg Wilson representing CWI, replacing Jana McCurdy to the GEM Committee.
October 2019	The Board appointed Tiffany Seeley-Case representing CSI, replacing Whitney Smith-Schuler to the GEM Committee.
June 2020	The Board appointed Martin Gibbs representing LCSC, replacing Mary Flores to the GEM Committee.
June 2021	The Board appointed Cindy Hill representing ISU and Angela Sackett-Smith representing CEI to the GEM Committee.
August 2021	The Board appointed Candyce Reynolds representing BSU and Lloyd Duman representing NIC to the GEM Committee.
October 2021	The Board appointed Karina Smith representing dual credit, Kristin Whitman open education, and Debbie Ronneburg representing the Technical College Leadership Council to the GEM Committee.
April 2022	The Board appointed Sherry Simkins representing NIC and Ryan Randall representing open education to the GEM Committee.
August 2022	The Board appointed Karen Appleby representing ISU to the GEM Committee.
December 2022	The Board appointed Ann Abbott, representing the open education community, and Ryan Faulkner, representing the digital learning community to the GEM Committee.

**APPLICABLE STATUTE, RULE, OR POLICY**

Governing Policies and Procedures section III.N. General Education

**BACKGROUND/DISCUSSION**

Consistent with Board Policy III.N, the state General Education Matriculation Committee is responsible for reviewing the competencies and rubrics of the general education framework for each institution to ensure its alignment with the Association of American Colleges and Universities (AAC&U) Essential Learning Outcomes. Board Policy III.N also provides that faculty discipline groups have ongoing responsibilities for ensuring consistency and relevance of General Education competencies related to their discipline. The GEM Committee consists of a representative from each Idaho public postsecondary institution appointed by the Board; a representative from the Division of Career Technical Education; a representative from the Idaho Registrars Council as an ex-officio member; a representative from the digital learning community; a representative from the dual credit community, a representative from the open education community; and the Executive Director or designee of the Office of the State Board of Education, who serves as chair to the committee.

**IMPACT**

The proposed appointment replaces the College of Eastern Idaho representative on the GEM Committee.

**ATTACHMENTS**

Attachment 1 – Current GEM Committee Membership

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Jacob Haeberle was recommended for the GEM Committee earlier this year after stepping into his role as the Interim Dean of General Education at the College of Eastern Idaho. He has been serving as the institutional representative on this committee since then. His official appointment to the committee was inadvertently omitted from earlier appointments to the committee.

Jacob Haeberle has served as the Interim Dean of General Education at the College of Eastern Idaho since August of 2021. Prior to that, he served as Chair of the English, Communications, and Humanities Department for three years. Jacob served on the Oral Communications GEM Committee for five years, and on the Written Communications GEM Committee for two years before assuming the role of interim dean. He has served as Faculty Senate Chair, as President of the Idaho Life-long Learners Association, and as a state representative to the Mountain Plains Adult Education Association.

**CONSENT**  
**FEBRUARY 15, 2023**

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**BOARD ACTION**

I move to appoint Jacob Haeberle, representing the College of Eastern Idaho, to the General Education Matriculation Committee, effective immediately.

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

**State Board of Education  
General Education Matriculation Committee**

**Dean Panttaja** is the Director of General Education & Assessment. Dean Panttaja was appointed in **April, 2019**.

**Greg Wilson** is the General Education Coordinator at College of Western Idaho. Greg Wilson was appointed in **June, 2019**.

**Tiffany Seeley-Case** is the Dean of General and Transfer Education at College of Southern Idaho. Tiffany Seeley-Case was appointed in **October, 2019**.

**Martin Gibbs** is the Dean of Liberal Arts & Sciences at Lewis-Clark State College. Martin Gibbs was appointed in **June, 2020**.

**Angela Sackett-Smith** is the Dean for General Education at College of Eastern Idaho. Angela Sackett-Smith was appointed in **June, 2021**.

**Candyce Reynolds** is the Director of the Foundational Studies Program at Boise State University was appointed in **August, 2021**.

**Karina Smith** is the Assistant Director for Concurrent Enrollment at Boise State University and serves as the dual credit representative on the GEM Committee. She was appointed in **October, 2021**.

**Debbie Ronneburg** is the interim Dean, College of Technology at Idaho State University and serves as the Technical College Leadership Council Representative on the GEM Committee. She was appointed in **October, 2021**.

**Sherry Simkins** is the Dean of Instruction, General Studies at North Idaho College. She was appointed **April, 2022**.

**Karen Appleby** is the Vice Provost for Faculty Success and Instruction at Idaho State University. She was appointed in **August, 2022**.

**Mandy Nelson** is the Registrar at Boise State University, a representative from the Idaho Registrars Council, as an ex officio member.

**Ann Abbott** is the Program Director of Mathematics and Statistical Science at University of Idaho, and will serve as the open education representative. She was appointed in **December, 2022**.

**Ryan Faulkner** is the Dean of Online Learning at College of Eastern Idaho, and will serve as the digital learning representative on the GEM Committee. He was appointed in **December, 2022.**

**Jacob Haeberle** is the interim Dean of General Education at the College of Eastern Idaho. **Appointment pending board approval February 2023.**

**Heidi Estrem** is the Associate Academic Officer at the Office of the State Board of Education, who serves as Chair of the Committee as the designee of the Executive Director.



**CONSENT  
FEBRUARY 15, 2023**

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**SUBJECT**

Idaho Indian Education Committee Appointments

**REFERENCE**

June 20, 2019	The Board approved the appointment of Dr. Leslie Webb, Mr. Jaime Barajas-Zepeda, and Ms. Effie Hernandez.
February 13, 2020	The Board approved the appointment of Mr. Jesse LaSarte.
April 16, 2020	The Board approved the appointment of Dr. Rex Force.
August 26, 2020	The Board approved the appointment of Dr. Mary Jane Miles.
April 2021	The Board approved reappointments for Mr. Sobotta, Dr. Force, Ms. James, Dr. Meyer, and Mr. LaSarte.
June 2021	The Board approved the reappointment of Ms. Tina Strong.
August 2021	The Board approved the appointment of Ms. Shirley Allman.
October 2021	The Board approved the appointment of Dr. Eric Scott.
February 2022	The Board approved the appointment of Dr. Jean McGivney-Burelle, Dr. Kassie Silvas, and Ms. Desi Moses.
April 2022	The Board approved reappointments for Ms. Hernandez, Dr. Bisbee, and Mr. Edmo.
October 2022	The Board approved appointments for Mr. LaSarte, Ms. Porter, and Dr. Thornes.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The Idaho Indian Education Committee serves as an advisory committee to the State Board of Education (Board) and the State Department of Education (Department) on educational issues and how they impact Idaho's American Indian student population. The committee also serves as a link between Idaho's American Indian tribes. Pursuant to Board Policy I.P., the Idaho Indian Education Committee consists of 19 members appointed by the Board. Each member serves a term of five years. Appointments to vacant positions during a previous incumbent's term are filled for the remainder of the open term. The membership consists of:

- One representative from each of the eight public postsecondary institutions
  - Nominations are submitted from the institution president
- One representative from each of the five tribal chairs or their designee
- One representative from each of the five tribal education departments
- One representative from each of the two Bureau of Indian Education schools

**CONSENT**  
**FEBRUARY 15, 2023**

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- Representatives must be a school board member, administrator, or designee
  - One representative from the State Board of Education
- All members are voting members.

Members serve five-year terms and may be reappointed at the end of each term. Terms run from July 1 of the appointing year to June 30 of the year they expire.

**IMPACT**

The proposed appointments will replace the North Idaho College representative on the committee.

**ATTACHMENTS**

Attachment 1 – Current Committee Membership  
Attachment 2 – North Idaho College Nomination

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Ms. Gail Ballard is currently the Associate Dean of Instruction at North Idaho College and will replace Dr. Kassie Silvas who was serving as interim Provost until last summer. Ms. Ballard will replace Dr. Silvas as North Idaho College's representative on the committee. If approved, the term for Ms. Ballard will be effective February 15, 2023 and run through June 30, 2027. A letter of nomination is provided as Attachment 2.

This nomination was shared with the Idaho Indian Education Committee at their December 2, 2022 meeting and recommends approval of the appointment.

Staff recommends approval.

**BOARD ACTION**

I move to appoint Ms. Gail Ballard, representing North Idaho College to the Idaho Indian Education Committee effective February 15, 2023 and expiring June 30, 2027.

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

**STATE BOARD OF EDUCATION  
Idaho Indian Education Committee**

**Tribal Chair or Designee**

**Shirley J. Allman** - Nez Perce Tribal Executive committee representative and serves as the Tribal Chairperson's designee. Term: August 18, 2021 – June 30, 2023.

**Jennifer Porter** is the Tribal Chairperson for the Kootenai Tribe of Idaho and serves as their Tribal Chair representative. Term: October 19, 2022 – June 30, 2027. **Pending Board approval.**

**Ladd Edmo** is the Tribal Secretary of the Fort Hall Business Council and serves as their Tribal Chairperson representative. Term: July 1, 2022 - June 30, 2027.

**Dr. Chris Meyer** is the Director of Education for the Coeur d'Alene Tribal Education Department and serves as the Tribal Chairperson's designee for the Coeur d'Alene Tribe. Term: July 1, 2021 – June 30, 2026.

**Pending Recommendation** - Tribal Chairperson's designee for the Shoshone-Paiute Tribes. Term: July 1, 2018 – June 30, 2023.

**Tribal Education Department Representative**

**Jessica James** is the Tribal Youth Education Program Manager for the Shoshone-Bannock Tribes and serves as their Tribal Education Department representative. Term: July 1, 2021 – June 30, 2026.

**Joyce McFarland** is the Education Manager for the Nez Perce Tribe and serves as their Tribal Education Department representative. Term: July 1, 2018 – June 30, 2023.

**Jesse LaSarte** is the Family Engagement Specialist for the Coeur d'Alene Tribe and serves as their Tribal Education Department representative. Term: October 20, 2022 – June 30, 2026.

**Pending Recommendation** – Tribal Education Department representative for the Shoshone-Paiute Tribes.

**Pending Recommendation** – Tribal Education Department representative for the Kootenai Tribe.

**Bureau of Indian Education Representatives**

**Hank McArthur** is the Bureau of Indian Education school representative. Term: July 1, 2018 – June 30, 2023.

**Tina Strong** is the Bureau of Indian Education school representative. Term: July 1, 2021 – June 30, 2026.

**State Board of Education Representative**

**Dr. Linda Clark** is the State Board of Education member of the Indian Education Committee.

**Institutions of Higher Education Representatives**

**Jaime Barajas-Zepeda** is the Assistant Director of Admissions and Recruitment at the College of Western Idaho. Term: immediately - June 30, 2024.

**Dr. Yolanda Bisbee** is the Chief Diversity Officer and Executive Director of Tribal Relations at the University of Idaho. Term: July 1, 2012 – June 30, 2027.

**Effie Hernandez** is the Multicultural Coordinator at College of Eastern Idaho. Term: July 1, 2012 – June 30, 2027.

**Dr. Jean McGivney-Burelle** is the Dean of the College of Education at Idaho State University. Term: February 17, 2022 – June 30, 2026.

**Jason Ostrowski** is the Dean of Students at the College of Southern Idaho. Term: July 1, 2018 - June 30, 2023.

**Dr. Tim Thornes** – Interim chair, Department of Linguistics at Boise State University. Term: October 19, 2022 – June 30, 2027.

**Ms. Gail Ballard** is the Associate Dean of Instruction at North Idaho College. Term: February 15, 2023 – June 30, 2027.

**Bob Sobotta, Jr.** is the Director for Native American, Minority, and Veteran's Services at Lewis-Clark State College. Term: July 1, 2021 – June 30, 2026.



CONSENT  
FEBRUARY 15, 2023  
**North Idaho College**

1000 West Garden Avenue, Coeur d'Alene, Idaho 83814  
[www.nic.edu](http://www.nic.edu)

ATTACHMENT 2

**President's Office**

(208)769-3303 phone  
(208)769-3273 fax

November 28, 2022

Patty Sanchez  
Office of the State Board of Education  
650 West State Street, 3rd Floor  
Boise, ID 83702

Dear Ms. Sanchez:

Please accept my enthusiastic nomination of Gail Ballard to serve as the North Idaho College representative on the Idaho Education Committee, replacing Dr. Kassie Silvas who retired earlier this year.

Ms. Ballard **serves as NIC's associate dean of instruction**. Her passion for identifying and supporting opportunities that uplift students and help eliminate gaps in their educational achievement will serve the committee and our tribal communities well.

Thank you for your consideration and please do not hesitate to let me know if you need anything further to support this nomination.

Sincerely,

Nick Swayne, Ph.D.  
President

**CONSENT**  
**FEBRUARY 15, 2023**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Request authority for proposed naming of the Idaho Asia Institute as “The Habib Idaho Asia Institute.”

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.K. Naming/Memorializing Building and Facilities

**BACKGROUND/DISCUSSION**

The University of Idaho proposes to rename the recently founded Idaho Asia Institute to The Habib Idaho Asia Institute in honor of Dr. Philip C. Habib (1920 – 1992).

Dr. Habib graduated from the University of Idaho with a BS in Forestry in 1942, later serving in the US Army during World War II and earning his PhD from the University of California-Berkley in 1952. Dr. Habib maintained a relationship with the University of Idaho, highlighted by co-chairing the university’s centennial fund-raising campaign in 1989.

Dr. Habib enjoyed a distinguished career of over 30 years as a Foreign Service Officer focused primarily in Asia. He served as the chief of staff of the US delegation to the Paris Peace Accords from 1968 – 1971, Ambassador to South Korea from 1971 – 1974, Assistant Secretary of State for East Asian and Pacific Affairs from 1974 – 1976, and Under Secretary of State for Political Affairs from 1976 – 1978.

In 1981 President Ronald Reagan appointed Dr. Habib as Special Envoy to the Middle East, and in this capacity, he negotiated a peace deal in the city of Beirut, resulting in President Reagan awarding him the Presidential Medal of Freedom in 1982.

**IMPACT**

Renaming the Idaho Asia Institute as The Habib Asia Institute appropriately recognizes one of the University of Idaho’s most distinguished alumni and most influential American diplomats focused on Asian affairs in our nation’s history. Recognizing Dr. Habib’s contributions additionally brings attention and acclaim to the Idaho Asia Institute that will elevate the institution’s prestige, visibility and programmatic excellence.

**STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy I.K.1.b, outlines the requirements by which a building, facility, or administrative unit may be named for someone other than a former employee of the system of higher education. Requirements include consideration of the nature



**CONSENT**  
**FEBRUARY 15, 2023**

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of the individual's gift and its significance to the institution; the eminence of the individual whose name is proposed; and the individual's relationship to the institution.

Pursuant to Board Policy I.K.1.:

- a. Naming for an administrator, member of the faculty or employee of a unit responsible to the State Board of Education:
  - i. No building, facility, or administrative unit shall be named for a person currently employed within the system of higher education in Idaho, except when authorized by the Board.
  - ii. Memorialization of a building, facility, or administrative unit for a former employee retired or deceased shall be considered on the basis of the employee's service to education in the state of Idaho. Significant factors will include, but shall not be limited to:
    - 1) Recommendation of the chief executive officer of the institution and the recommendation of the institutional community.
    - 2) Contributions rendered to the academic area to which the building, facility, or administrative unit is primarily devoted.

Based on the information provided, the proposed naming request meets the requirements in Board policy I.K.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to name the Idaho Asia Institute "The Habib Idaho Asia Institute" and authorize the President of the University of Idaho, or the President's designee, to execute the agreement and any related transactional documents.

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

**CONSENT**  
**FEBRUARY 15, 2023**

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**IDAHO STEM ACTION CENTER**

**SUBJECT**

STEM School Designation Recommendations for 2022

**REFERENCE**

April 2018	Board approved STEM School Designation standards and the process for designating public schools and programs.
December 2018	Board received an update from the STEM Action Center on the process for identifying schools for STEM School Designation and a general update on the activities of the STEM Action Center.
January 2019	Board designated the first four Idaho STEM Schools: Barbara Morgan STEM Academy, Galileo STEM Academy, Temple View Elementary, and Bingham Academy.
February 2020	Board designated two additional Idaho STEM Schools: North Idaho STEM Charter Academy and Southside Elementary.
August 2020	Board approved updates to the STEM School Designation Standards
February 2022	Board designated one additional Idaho STEM School: Basin Elementary.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-4701, Idaho Code

**BACKGROUND/DISCUSSION**

Section 33-4701, Idaho Code, was enacted by the Legislature in 2017, establishing a STEM school designation to be earned by schools and programs that meet specific standards established by the State Board of Education (Board). Pursuant to Section 33-4701, Idaho Code, the Board is charged with awarding STEM school and STEM program designations annually to those public schools and public school programs that meet the standards established by the Board in collaboration with the STEM Action Center.

As provided in the information at the regular April 2018 Board meeting, the Board approved STEM School Designation Standards aligned with Cognia (formerly AdvancED) STEM School Certification Standards and Indicators. In July 2018, the STEM Action Center in collaboration with Board staff, began planning for the Idaho STEM School Designation application process. Schools submit a self-assessment and application to Cognia in order to verify that an on-site review is warranted. School site visits are conducted throughout the school year, with Cognia STEM Certification awarded at the conclusion of the visit based on the STEM School

**CONSENT**  
**FEBRUARY 15, 2023**

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Criteria. Due to the alignment between the Cognia STEM School Certification requirements and the Idaho STEM School Designation Standards, any school receiving Cognia STEM School Certification will have also met Idaho's standards for STEM School Designation.

The Project Impact STEM Academy site visit was conducted February 1-2, 2022, with STEM certification at the conclusion of the visit. In turn, both the State Board and STEM Action Center Board approval is now required to designate Project Impact STEM Academy. The STEM Action Center Board review was held on January 6, 2023. Schools receiving this designation are eligible to receive funds from the STEM Action Center.

The Columbia High School site visit was conducted on April 12-14, 2022, with STEM certification at the conclusion of the visit. In turn, both the State Board and STEM Action Center Board approval is now required to designate Columbia High School. The STEM Action Center Board review was held on January 6, 2023. Schools receiving this designation are eligible to receive funds from the STEM Action Center.

The Ernest Hemingway STEAM School site visit was conducted on March 2-4, 2022, with STEM certification at the conclusion of the visit. In turn, both the State Board and STEM Action Center Board approval is now required to designate Ernest Hemingway STEAM School. The STEM Action Center Board review was held on January 6, 2023. Schools receiving this designation are eligible to receive funds from the STEM Action Center.

The JR Simplot Elementary School site visit was conducted on January 24-26, 2022, with STEM certification at the conclusion of the visit. In turn, both the State Board and STEM Action Center Board approval is now required to designate JR Simplot Elementary School. The STEM Action Center Board review was held on January 6, 2023. Schools receiving this designation are eligible to receive funds from the STEM Action Center.

The Fernan STEM Academy site visit was conducted on November 15-16, 2022, with STEM certification at the conclusion of the visit. In turn, both the State Board and STEM Action Center Board approval is now required to designate Fernan STEM Academy. The STEM Action Center Board review was held on January 6, 2023. Schools receiving this designation are eligible to receive funds from the STEM Action Center.

**IMPACT**

There is no fiscal impact to the Board. The STEM Action Center will award up to \$10,000 from its general fund appropriation in FY23 to each designated school, up to seven schools in 2023. The STEM Action Center is anticipating this annual \$10,000 award for the duration of the designation, up to four additional years, pending annual appropriation and industry partnerships.

**CONSENT**  
**FEBRUARY 15, 2023**

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**ATTACHMENTS**

Attachment 1 – STEM School Designation Review Summary  
Attachment 2 – Cogna STEM School Standards

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to Section 33-4701, Idaho Code:

- The Board shall award STEM school and school programs that meet the standards established by the Board in collaboration with the STEM Action Center.
- The STEM Action Center Board shall make recommendations annually to the State Board of Education for the award of a STEM school designation.
- STEM designations shall be valid for a term of five (5) years. At the end of each designation term, a school may apply to renew its STEM designation.

Staff Recommends Approval

**BOARD ACTION**

I move to approve the request by the STEM Action Center to designate Project Impact STEM Academy #513 as a Designated STEM School for 2023-2027.

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

I move to approve the request by the STEM Action Center to designate Columbia High School in Nampa School District #131 as a Designated STEM School for 2022-2026.

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

I move to approve the request by the STEM Action Center to designate Ernest Hemingway STEAM School in Blaine County School District #61 as a Designated STEM School for 2022-2026.

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

I move to approve the request by the STEM Action Center to designate JR Simplot Elementary School in American Falls School District #381 as a Designated STEM School for 2022-2026.

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

**CONSENT**  
**FEBRUARY 15, 2023**

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I move to approve the request by the STEM Action Center to designate Fernan STEM Academy in Coeur d'Alene School District # 271 as a Designated STEM School for 2022-2026.

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



cognia™



# Project Impact STEM Certification Findings Summary

February 1-2, 2022

Review Team:

Dale Kleinert, Lead Evaluator

Melissa Fisher, Cognia

Rebekha Lulu, Basin Elementary





# Stakeholder Interviews

Stakeholder Group	Number Interviewed
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Leadership	5
Teachers	16
Students	11
Parents	3
Partners	2
<b>Total</b>	<b>37</b>







## Development

- Examples of Activities
- Collaboration with Stakeholders
- Review Schedule Drafted & Conducted
- Educurious, ISDE Mastery, etc., etc.



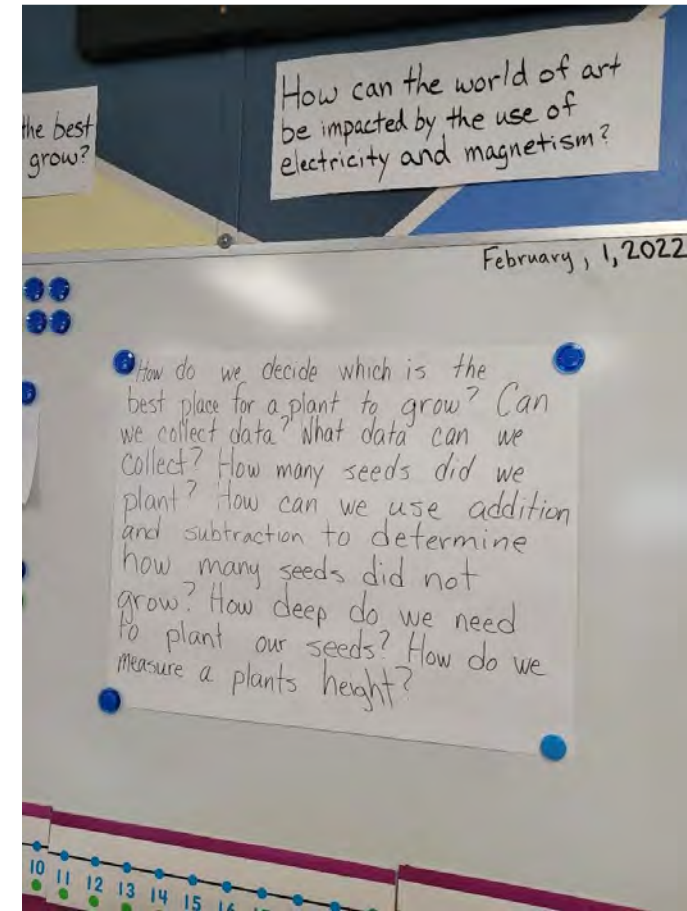
## Review Themes

- Leadership and all Staff are completely invested in student success
- Passionate, highly engaged supportive Teachers, and Support Staff
- Wonderfully invested students at all grade levels



## Review Themes

- Strong support from Board, parents & community stakeholders
- Students understand and care about the value of their resources
- Students used amazing words to describe the school: *Cool, Fun, Hands On, Teachers Break It Down, Very lucky to have this school!*
- Parents interviewed very involved and are very extremely happy with communication and student success

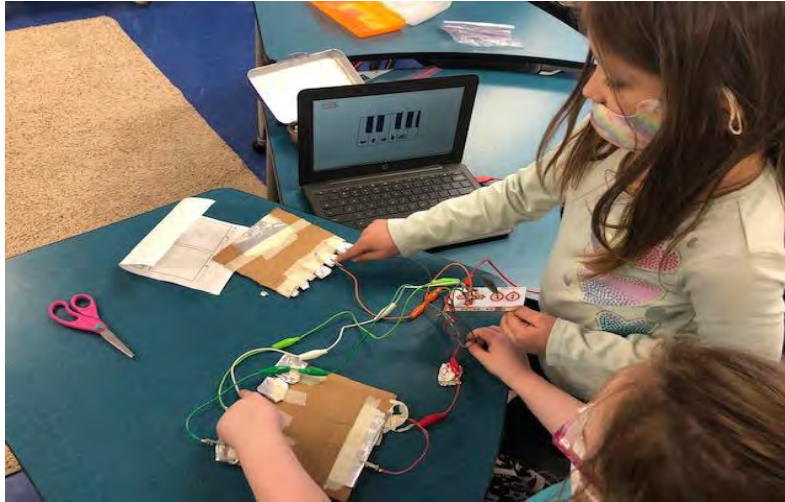


## Review Themes

- **Leadership and all staff at PI STEM understand the value of using their various strengths to keep the wheels turning.**
- **Teacher Teams exceptionally strong and they work hard to support & weave everything together.**
- **It is clear that students engage in self-directed STEAM learning guided by educators who are effective facilitators of learning.**
- **Students are not afraid to take risks.**







## Review Themes

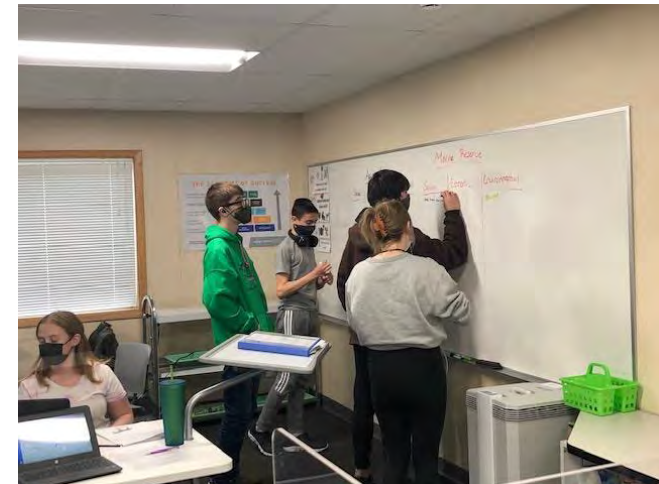
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h an

- Collaboration is a deeply embedded part of the school culture.
- The systems in place at PI STEM facilitate the necessary collaboration and professional development for teacher- teams to create engaging, authentic, and inquiry-based PBLs and implement them throughout the year.



## Recommendations

- Continue to focus on integrating skills and cross-cutting competencies, using common language, skills and resources that align horizontally and vertically in the school.
- Continue to develop shared vocabulary building-wide while developing units and lessons using shared templates so a more natural instructional model can be embedded into the culture of the entire school.
- Engage in deep formalized program evaluation to reinforce the need for additional space to conduct the things that need space to be conducted with fidelity.







Columbia High  
School (program  
review)  
STEM Certification  
Findings Summary

April 12-14, 2022





## Review Themes

- The STEM Academy at CHS has done and admirable job providing for all students
- Collaboration within the core STEM team has developed a systematic approach to drive actions
- The Academy has engaged a group of community partners to provide deeper and more relevant STEM experiences



## Review Themes

- Aggressive recruitment efforts are resulting in significant program growth
- Students engage in multiple showcase events to present individual and collaborative projects
- STEM teachers at CHS have attended multiple STEM PD opportunities



## Review Themes

- STEM program provided strong evidence of problem-based learning strategies crossing content areas
- Students are assessed in multiple areas to ensure appropriate placement in the program
- Multiple examples of improving achievement content knowledge, including MAP results



## Recommendations

- Opportunities include the addition of math and engineering teachers on the core team
- Provide more regular, systematic communication to parents
- More closely examine curriculum alignment to determine the relationships of core content to STEM literacy outcomes
- Prioritize program goals to further impact and develop STEM skills that support workforce readiness



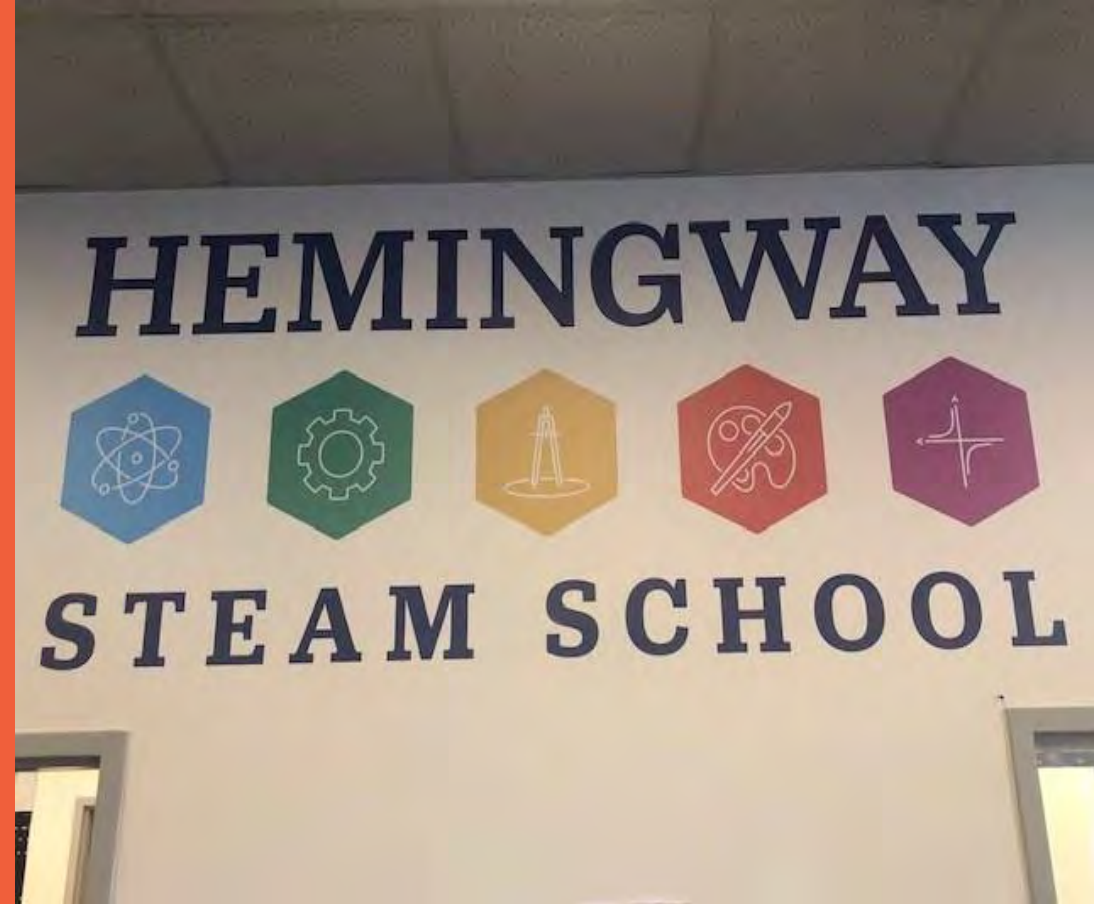




cognia™

# Ernest Hemingway STEM Certification Findings Summary

March 2-4, 2022



## Observations (16 Observations)

Selected Environment	Cognia Improvement Network	STEM Network	Hemingway Elementary
Equitable Learning	2.7	2.9	3.5
High Expectations	2.8	3.1	3.25
Supportive Learning	3.1	3.3	3.61
Active Learning	2.9	3.3	3.61
Progress Monitoring	2.8	3	3.34
Well Managed	3.1	3.4	3.59
Digital Learning	1.9	2.3	2.42
* Four Point Scale			

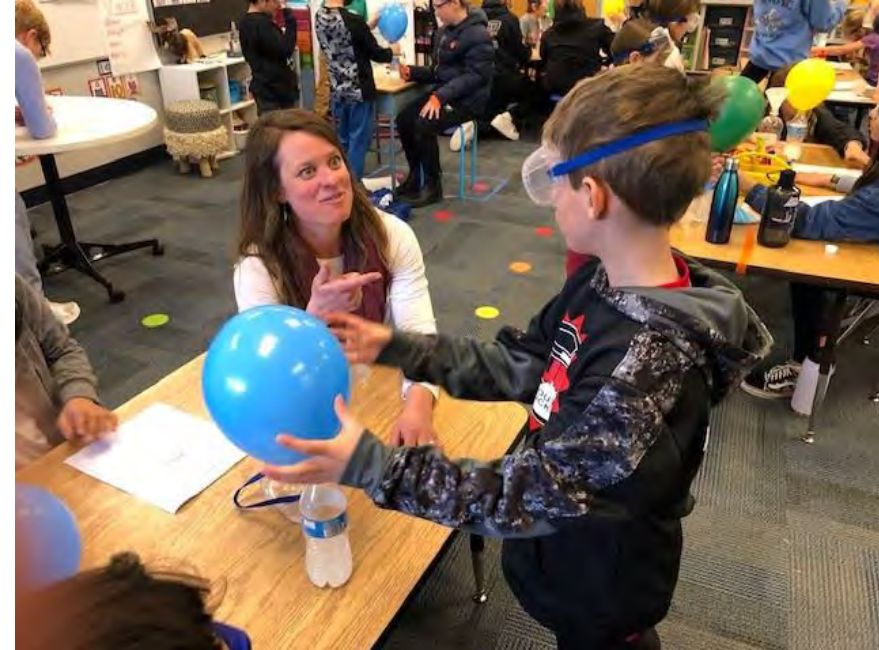


## Stakeholder Interviews

Stakeholder Group	Number Interviewed
Leadership	3
Teachers	9
Students	11
Parents	4
STEM Community Partners	8
<b>Total</b>	<b>35</b>

## Review Themes

- **Leadership and Staff are completely invested in student success**
- **Passionate, highly engaged and supportive Staff**
- **Wonderfully invested students at all grade levels**



## Review Themes

- Parents respect and are passionately invested in the school.
- Parents were very complimentary about their two-way communication with the teaching staff.
- Students used words like “Great, Inspiring, Caring, Fun, Thoughtful, Amazing” when describing their teachers
- Business partners provide exemplary support systems and will do anything



## Review Themes

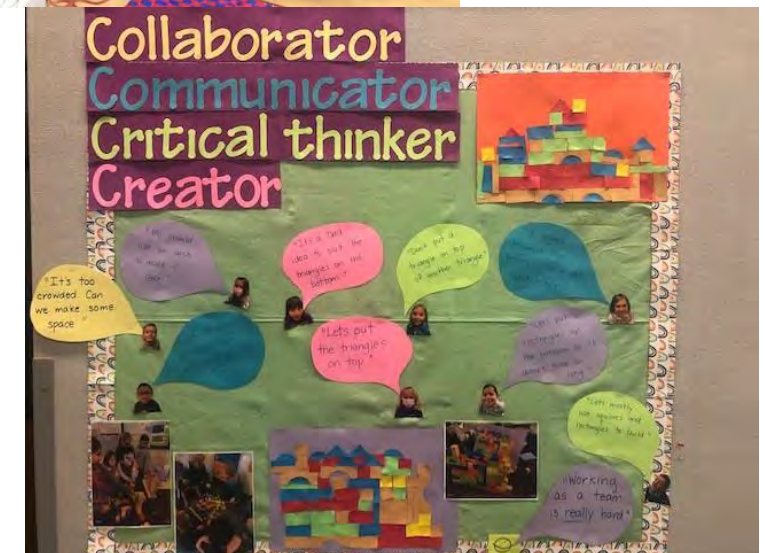
- The Hemingway STEAM school provides rich STEAM experiences for their students by utilizing the talents and resources of their community.
- Students are excited to attend school because of the engaging environment and activities at the school.
- Hemingway STEAM School provides optimal journaling to engage in the design process.





## Review Themes

- On going systems of STEAM specific professional development exist in the school community including partnerships, conferences, collaboration, and teacher led learning.
- Project based and inquiry learning strengthen student engagement across the school.
- Classroom observations conducted at Hemingway STEAM School revealed that students are self-directed learners.



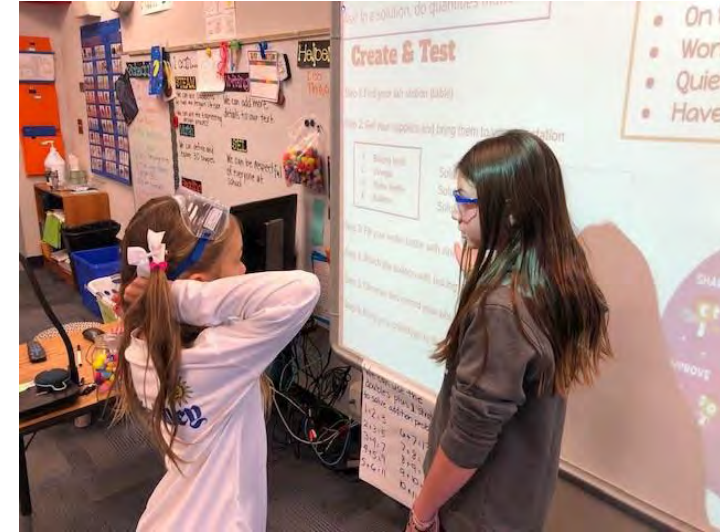


## Recommendations

• Develop a formalized decision-making in math, PD, discipline and STEM activities.

• Develop schoolwide language, definitions and standards for all students

- Continue to formally focus on areas of growth to expose students in learning activities that expand career exploration.







# Findings Summary

January 24-26, 2022

January 24-26, 2022

## Classroom Observations (12 Formal Observations)

eleot® Environment			
Equitable Learning (A)	2.7	2.9	3.44
High Expectations (B)	2.8	3.1	3.40
Supportive Learning (C)	3.1	3.3	3.79
Active Learning (D)	2.9	3.3	3.54
Progress Monitoring (E)	2.8	3.0	3.15
Well Managed (F)	3.1	3.4	3.50
Digital Learning (G)	1.9	2.3	2.22

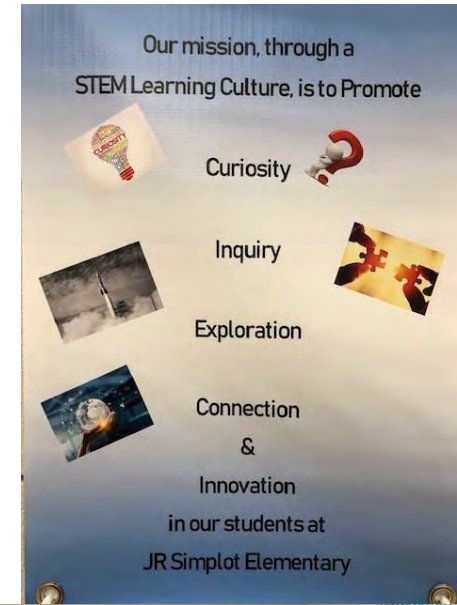
Stakeholder Interviews

Stakeholder Group	Number Interviewed
Leadership	7
Teachers	6
Students	8
Parents	4
STEAM Community Partners	4
<b>Total</b> <small>5 © Advance Education, Inc.</small>	29



## Review Themes

- Leadership and all Staff are completely invested in student success
- Passionate, highly engaged and supportive Teachers, and Support Staff
- Wonderfully invested students at all grade levels





## Review Themes

- Strong support from district & community stakeholders for additional classroom resources
- Students understand and care about the value of their resources
- Students used amazing words to describe the school: *Excellent, Worthy, Loving, Delightful, Respectful & Undeniably Awesome!*
- Parents interviewed respect and are very happy with communication and student success



## Review Themes

- **Leadership and all staff at JR Simplot understand the value of using their various strengths to keep the wheels turning.**
- **The Leadership Team is well respected throughout the building for their work and support to weave everything together.**
- **It is clear that students engage in self-directed STEAM learning guided by educators who are effective facilitators of learning.**
- **Students are not afraid to take risks.**





## Review Themes

- STEAM learning experiences are integrated in all disciplines with an emphasis on processes and practices associated with STEM education. Interviews, observations, evidence and narratives provided many samples to show the Review Team the school is completed invested in STEAM practices.
- JR Simplot School and the American Falls District is strategic and intentional to ensure there are adequate resources in place to support full implementation and ongoing support for the overall school program.
- The Review Team recommends using replicable programming throughout the district to ensure student success at the next levels of instruction



## Recommendations

- The Review Team recommends using replicable programming throughout the district to ensure student success at the next levels of instruction.
- Continue to develop shared vocabulary building-wide while developing units and lessons using shared templates so a more natural instructional model can be embedded into the culture of the entire school.





# Fernan STEM Academy STEM Certification Findings Summary

November 15-16, 2022



## Stakeholder Interviews

Stakeholder Group	Number Interviewed
Leadership	6
Teachers	11
Students	8
Parents	7
STEM Community Partners	6
<b>Total</b>	<b>38</b>



## Review Themes

- Strong support to find ways to get additional classroom resources is evident and embedded
- Students understand and care about the value of their resources
- Parents interviewed respect and are very happy with communication and student success.



## Review Themes

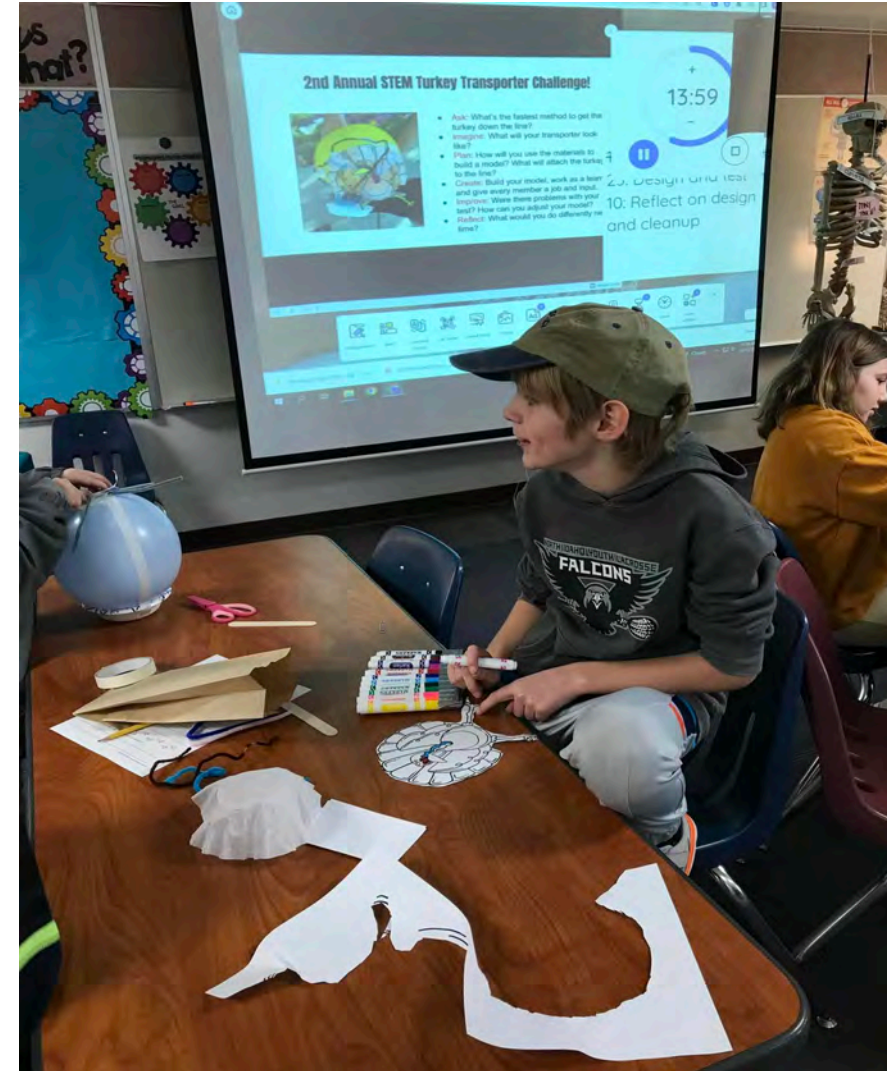
- Leadership/staff all understand the value of using their various strengths to keep the wheels turning
- All school partners, staff, students, and parents have ongoing strategies & platforms to communicate with each other
- All parents and students were able to verbalize the focus on STEM education





## Recommendations

- Plan to intentionally formalize the many STEM opportunities and evaluate them to ensure return on investment
- Continue to align program embeddedness with student achievement to ensure sustainability
- Continue to focus on integrating skills and crosscutting competencies using common language, skills, and resources that align horizontally and vertically



**2023 Cognia STEM Standards**

**Standards**

1. Learners engage in STEM learning experiences that integrate all STEM disciplines with an emphasis on processes and practices associated with STEM.
2. Professional staff members implement high quality STEM courses and curriculum aligned to recognized standards and organized into interdisciplinary frameworks.
3. Professional staff members and leaders participate in an ongoing system of STEM-specific professional learning.
4. Leaders engage a diverse network of community partners and stakeholders in order to support and sustain STEM programs and initiatives.
5. Leaders ensure that all stakeholders have ongoing opportunities to access information and learn about STEM implementation.
6. Learners engage collaboratively in authentic inquiry during ongoing units of study.
7. Learners engage in self-directed STEM learning guided by professional staff members who are effective facilitators of learning.
8. Learners benefit from a formal structure of within-school and extra-curricular opportunities to extend STEM learning.
9. Learners demonstrate their learning through performance-based assessment and self-monitoring skills.
10. Learners demonstrate STEM literacy outcomes that prepare them for the next level of learning and work.

**CONSENT**  
**FEBRUARY 15, 2023**

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**PROFESSIONAL STANDARDS COMMISSON**

**SUBJECT**

Appointment to the Professional Standards Commission

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1252, Idaho Code

**BACKGROUND/DISCUSSION**

Section 33-1252, Idaho Code, sets forth criteria for membership on the Professional Standards Commission (PSC). The Commission consists of eighteen (18) members including one (1) from the State Department of Education and one (1) from the Division of Career Technical Education. The remaining members shall be representative of the teaching profession of the state of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) in pupil personnel services. The Idaho School Superintendents' Association, the Idaho Association of Secondary School Principals, the Idaho Association of Special Education Administrators, the education departments of private colleges, and the colleges of letters and sciences of the institutions of higher education may submit nominees for (1) position each. The community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions.

One (1) position on the PSC is open for an appointment, effective immediately through June 30, 2026, representing the State Department of Education. Ryan Cantrell, Superintendent Critchfield's deputy superintendent, has been nominated for this appointment.

**IMPACT**

Board action allows for appointment of members to the PSC, thus ensuring the occupation of all seats on the Commission and the fulfillment of the Commission's statutory charge.

**ATTACHMENTS**

Attachment 1 – Current Professional Standards Commission Members  
Attachment 2 – Ryan Cantrell Resume

**STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to Section 33-1252(2), Idaho Code, "Except for the member from the staff of the State Department of Education, and the member from the staff of the Division of Career Technical Education, three (3) nominees for each position on the commission shall be submitted to the State Superintendent of Public Instruction, for the consideration of the State Board of Education. Any state organization of teachers whose membership is open to all certificated teachers in the state may

**CONSENT**  
**FEBRUARY 15, 2023**

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submit nominees for positions to be held by classroom teachers; the Idaho Association of School Superintendents may submit nominees for one (1) position, the Idaho Association of Secondary School Principals may submit nominees for one (1) position; the Idaho association of elementary school principals may submit nominees for one (1) position; the Idaho School Boards Association may submit nominees for one (1) position; the Idaho Association of Special Education Administrators may submit nominees for one (1) position; the education departments of the private colleges of the state may submit nominees for one (1) position, the community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions, and the colleges of letters and sciences of the institutions of higher education may submit nominees for one (1) position.” Additionally, Section 33-1252, Idaho Code, requires not less than seven (7) members be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) teacher in pupil personnel services. While not required, historical practice has been to identify whether a teacher serving on the commission is an elementary or secondary school teacher to assure a balance in the representation on the Commission.

Original appointments are made for a term of three years. Appointments to fill vacant positions are made for the remainder of the term they are filling. This process helps to limit the number of new appointments that have to be made in a single year and helps to assure some continuity of membership on the PSC.

**BOARD ACTION**

I move to appoint Ryan Cantrell to the Professional Standards Commission for a partial term beginning immediately and ending June 30, 2026, representing the State Department of Education.

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

## 2022-2023 Member Roster

**Marianne Sletteland, Chair**

Exceptional Child Teacher  
Moscow School District #281  
Term 7/1/22 – 6/30/25

Vanessa Anthony-Stevens, Public Teacher Education  
University of Idaho  
Term 7/1/22 – 6/30/25

Stephanie Brodwater, Classroom Teacher  
Post Falls School District #273  
Term (Partial) 10/19/22 – 6/30/25

Tate Castleton, Elementary Principal  
Homedale Joint School District #370  
Term 7/1/21 – 6/30/24

Kristi Enger, Educator Certification Director  
Idaho Career Technical Education  
Term 7/1/21 – 6/30/24

Angela Gillman, Classroom Teacher  
Idaho Falls School District #091  
Term 7/1/21 – 6/30/24

Katie Horner, Classroom Teacher  
Murtaugh School District #418  
Term 7/1/21 – 6/30/24

Lance Harrison, School Superintendent  
Preston Joint District #201  
Term (Partial) 4/21/22 – 6/30/23

Stacey Jensen, Classroom Teacher  
Pocatello School District #025  
Term 7/1/22 – 6/30/25

**Chanel Harming, Vice Chair**

Classroom Teacher  
Lapwai School District #341  
Term (Partial) 10/20/21-6/30/23

Ramona Lee, Special Education Administrator  
West Ada School District #002  
Term 7/1/20 – 6/30/23

Amy McBride, Secondary Principal  
Twin Falls School District #411  
Term 7/1/22 – 6/30/25

Jamee Nixon, College of Letters and Sciences  
Northwest Nazarene University  
Term 7/1/22 – 6/30/25

Karen Pyron, School Board Member  
Butte County School District #111  
Term 7/1/21 – 6/30/24

MeLissa Rose, Pupil Service Staff  
Lakeland School District #272  
Term 7/1/22 – 6/30/25

Lori Sanchez, Private Teacher Education  
Northwest Nazarene University  
Term 7/1/21 – 6/30/24

Emma Wood, Public Teacher Education  
Idaho State University  
Term 7/1/20 – 6/30/23

Vacant  
State Department of Education

*Ryan Cantrell*

1912 S Miller Way, Nampa ID 83686 • 208.570.3504 • RCantrell@SDE.Idaho.gov

## Curriculum Vitae

### Professional Goals

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#### Support Student Achievement in Idaho Schools

- Provide and promote education for Idaho legislatures considering public school policy changes
- Support Idaho administrators in their focus on student achievement
- Work with Idaho's State Board of Education on the practical application of school improvement - supporting practice leading to improved student achievement
- Lead State Dept. of Education teams in the training and support required for strong student achievement in Idaho
- Build and maintain positive relationships with Idaho education partners to re-establish public confidence and trust in Idaho's public education system

### Education

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#### Northwest Nazarene University

Educational Specialist, Superintendent (Ed.S)  
2016

Director of Special Education Endorsement  
2014

Educational Specialist, Building Administration  
(Ed.S)  
2014

Master's Degree, Exceptional Child (M.Ed.)  
2012

Bachelor's Degree, Social Work (B.A.)  
2003

#### Nampa Christian High School

High School Diploma  
1998

### Skills

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#### Specialties

- Communication and conflict resolution (Crucial Conversations & Arbinger)
- Building positive leadership teams, using Lencioni's Executive Leadership Team model
- Strategic planning, development & implementation
- Education law & Special Education Law
- Professional development training

#### Certifications:

- Certified standard elementary, all subjects, K/8, through 9/1/15 (Idaho)
- Certified standard exceptional child generalist, K/12, through 9/1/15 (Idaho)
- Building Administrator Certificate (Idaho)
- Superintendent Certificate (Idaho)
- Director of Special Education Certification (Idaho)
- CPI (Crisis Prevention Institute) certification
- Former Mandt instructor (Crisis Prevention/ Verbal De-Escalation)
- Idaho Comprehensive Literacy Course & Instructor
- Mathematical Thinking for Instruction
- Love and Logic Trainer
- Crucial Conversations Trainer
- Arbinger Institute Outward Mindset Trainer



*Ryan Cantrell*

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## Professional Experience

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2000-2001

**The Salvation Army Booth Family Care Center**

- Caseworker for families requesting temporary housing.

2001- 2003

**The Family Table**

- Worked with juveniles ward to the state, teaching daily living skills, positive social interaction skills, drug and alcohol rehabilitation, helped them seek and maintain employment, meet occupational goals (both educational and career), and transition successfully into the community from our residential care.

2003 - 2004

**SL Start**

- Children's Developmental Specialist
- Intensive Behavior Intervention

2004 - 2006

**Family and Children's Therapy Services**

- Intensive Behavior Intervention
- Director, Twin Falls branch

2006-2011

**Nampa School District**

- Special Education teacher: Kindergarten, 3rd, 4th and 5th grade Special Education (Resource Room), at Sherman Elementary.

2011-2012

**INSPIRE Connections Academy**

- 0.5 general education kindergarten / 0.5 special education 5th through 12th grade - teaching online.

2013 - 2017

**Northwest Nazarene University (PT)**

- Adjunct Professor, Graduate Education Program
  - Special Education Law
  - Classroom Behavior Management
  - Educational Values
  - Special Populations: Issues and Resources

2012 - 2014

**North Star Charter School**

- Special Education Teacher; Resource Room, K-6 (2012/13)
- Elementary Principal (K-6) (2013/14)
  - 650 Elementary students
  - 25 Staff
  - Supervision & management: 35 staff members
  - Elementary curriculum coordinator

2014-2021

**Bruneau - Grand View School District**

- Rural schools advocate, via IASA's Idaho Rural Schools Association
- Elementary Principal (K-5) for Grand View Elementary and Bruneau Elementary (2014 - 2017, 2019/20)
- Special Education Director (2014 - 2021)
- 504/ADA Coordinator (2014 - 2021)
- Superintendent (2017-2021)

*Ryan Cantrell*

1912 S Miller Way, Nampa ID 83686 • 208.570.3504 • RCantrell@SDE.Idaho.gov

2021 - 2023

**Idaho Digital Learning Alliance**

- Director or District Programs
  - Attend regional superintendent meetings - provide support to Idaho administrators
- Director, Idaho Rural Education Association
  - Partner with IASA, SDE, ISBE, Idaho Supt. Network and Gov. Office to provide supports to Idaho's rural schools
    - Title IX
    - Special Education
    - Teacher recruitment and retention
    - Administrative supports
    - Legislative updates

2021 - 2023

**Idaho School Boards Association Contracted Trainer**

- Board/Superintendent roles & responsibilities
- Board governance
- Ethics
- School finance
- Strategic planning
- Superintendent evaluations

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## Research

*The Effects of Individualized 1:1 Intervention in Struggling Kindergarten Readers.* Action research paper, written to fulfill the requirements for Exceptional Child Master's degree from NNU's Exceptional Child program. Explored the effects of an individualized instruction on a group of kindergarten students identified as struggling students in an online virtual school learning environment.

Chapters 1, 2 and 3 (Ed.S.) of a potential doctoral proposal relating the relationship between short-term memory, long-term memory and working memory as it relates to the reading process, more specifically how to develop teaching (reading) strategies more likely to be effective with students identified with a deficit in one or more cognitive functionings.

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## References

**Wiley Dobbs**

Idaho Supt. Network  
Retired Supt., Twin Falls School District  
(208) 731-0019

**Scott McNeley**

Bruneau - Grand View Chairman of the Board  
208.863.2233

**Allen Merrick**

Bruneau - Grand View Vice Chair  
208.965.0780

**Dale Burk**

Administrator  
Idaho Arts Charter School  
208.731.7517

**Greg Wilson**

SDE  
Chief of Staff  
208.995.7684

**Debbie Critchfield**

State Superintendent  
Former President, State Board of Education  
208.431.6414

**Andy Grover**

IASA Exec. Dir.  
Former Melba Supt.  
208.275.9634

**Jason Knopp**

ISBA President  
208.941.1793

**Mike Poe**

MED & EDS Educational Leadership Program Director  
Northwest Nazarene University  
208.989.9806

**Rachel Burk**

ELA Teacher  
Idaho Arts Charter  
208.608.6394

**Earnie Lewis**

Capacity Builder, SDE  
208.989.0576

**CONSENT  
FEBRUARY 15, 2023**

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**STATE DEPARTMENT OF EDUCATION**

**SUBJECT**

Emergency Provisional Certificates Recommendations

**REFERENCE**

April 2022	Board approved nineteen (19) provisional certificates for the 2021-2022 school year.
June 2022	Board approved six (6) provisional certificates for the 2021-2022 school year.
August 2022	Board approved three (2) provisional certificates for the 2022-2023 school year.
October 2022	Board approved seventy-six (76) provisional certificates for the 2022-2023 school year.
December 2022	Board approved (87) provisional certificates for the 2022-2023 school year.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Code §§ 33-1201 and 33-1203

**BACKGROUND/DISCUSSION**

Thirty-one (31) complete Emergency Provisional Certificate applications were received by the State Department of Education by December 28, 2022, including twenty-seven (28) Instructional and Occupational Specialist certificate applications (Attachments 1-28) and three (3) Pupil Service Staff certificate applications (Attachments 29-31) from the school districts listed below. These applications for the 2022-23 school year were reviewed by the Certification Department of the State Department of Education using the state board approved Emergency Provisional Certificate Application Process. The Emergency Provisional Certificate allows a school district or charter school to request one-year certification/endorsement in an emergency situation for a candidate who does not hold the required Idaho certificate or endorsement to fill a position. While the candidate is under emergency provisional certification, no financial penalties will be assessed to the hiring district.

**Instructional and CTE Applications**

**Boise School District #001**

**Applicant Name:** Claudio Pinto

**Endorsement(s):** CTE Pre -Engineering Technology 6-12, Mathematics 6-12

**College Training:** BS

**Declared Emergency Date:** 11/14/2022

**Hire/Assignment Date:** 10/28/2022

**CONSENT**  
**FEBRUARY 15, 2023**

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**Summary of Recruitment Efforts:** The teacher who held this position went on unexpected leave. The candidate was the only applicant received. He seems to have the background knowledge and will be a great fit.

**West Bonner County School District #83**

**Applicant Name:** Matthew Hansen

**Endorsement(s):** CTE Drafting 6-12, Welding 6-12

**College Training:** Industry Experience

**Declared Emergency Date:** 9/21/22

**Hire/Assignment Date:** 8/31/22

**Summary of Recruitment Efforts:** Job was posted for a year due to teacher leave request. The candidate was the only applicant. He also has industry experience, making him qualified to teach the course.

**Lake Pend Oreille School District #084**

**Applicant Name:** Brian Bell

**Endorsement(s):** Physical Education 6-12

**College Training:** MA

**Declared Emergency Date:** 11/8/2022

**Hire/Assignment Date:** 8/30/2022

**Summary of Recruitment Efforts:** Due to minimal and unqualified applicants, a need to rearrange schedules was done. The new employee agreed to add two of six of his day to teach PE. This is a very small rural school with no other staff to pick up the course. The candidate was the most qualified applicant who best fit the needs with the closet education. This position will be overseen by the principal and Athletic Director. Currently holds a LOS certificate.

**Bonneville School District #093**

**Applicant Name:** Chelsey Day

**Endorsement(s):** CTE Agriculture Science and Technology 6-12

**College Training:** 110

**Declared Emergency Date:** 11/16/2022

**Hire/Assignment Date:** 10/25/2022

**Summary of Recruitment Efforts:** The certified agriculture science teacher for the position at the beginning of the year resigned a month ago. The position was advertised for four weeks and the current candidate was the only application. She will be finishing her degree in Natural Science and Biology in December. She is planning to take the Ag Praxis.

**Cassia County School District #151**

**Applicant Name:** Avery Harrison

**Endorsement(s):** All Subjects K-8

**College Training:** 53

**Declared Emergency Date:** 10/20/2022

**Hire/Assignment Date:** 8/1/2022

**CONSENT**  
**FEBRUARY 15, 2023**

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**Summary of Recruitment Efforts:** Position was posted on the district website and K12JobSpot.com. Six applications were received and five were interviewed. She was the closest to obtaining her degree than the rest of the applicants.

**Applicant Name:** Laurie Merchant

**Endorsement(s):** All Subjects K-8

**College Training:** BS

**Declared Emergency Date:** 12/15/2022

**Hire/Assignment Date:** 8/1/2022

**Summary of Recruitment Efforts:** The position was posted on the district website and K12jobspot.com

**Emmett School District #221**

**Applicant Name:** Kaitlyn Hill

**Endorsement(s):** All Subjects K-8

**College Training:** BS

**Declared Emergency Date:** 11/22/2022

**Hire/Assignment Date:** 8/2/2022

**Summary of Recruitment Efforts:** Candidate was hired for an Alternative Authorization, but did not meet the content qualifier to qualify.

**Applicant Name:** John Sowell

**Endorsement(s):** Natural Science 6-12

**College Training:** BS

**Declared Emergency Date:** 11/22/2022

**Hire/Assignment Date:** 8/15/2022

**Summary of Recruitment Efforts:** Candidate was hired prior to the start of the school year, initially for an Alternative Authorization. However, the candidate did not meet the content qualifier. Is enrolled with ABCTE.

**Good Joint School District #231**

**Applicant Name:** Brooke Anhder

**Endorsement(s):** English 6-12

**College Training:** BA

**Declared Emergency Date:** 8/9/2022

**Hire/Assignment Date:** 8/9/2022

**Summary of Recruitment Efforts:** The entire English department resigned between May and June. Three applications were received and these were hard to fill positions. The recruitment efforts included postings on the district website, the EdJobs site and the State of Idaho. Also reached to people the district knew.

**Mountain View School District #244**

**Applicant Name:** Reena Forsman

**Endorsement(s):** All Subjects K-8

**College Training:** 96+

**Declared Emergency Date:** 8/18/2022

**CONSENT**  
**FEBRUARY 15, 2023**

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**Hire/Assignment Date:** 8/23/2022

**Summary of Recruitment Efforts:** It is very difficult to find certified teachers who are willing to move to the rural area. The school picks from the most qualified within their candidate pool.

**Applicant Name:** Edward Simmons

**Endorsement(s):** All Subjects K-8, Physical Education 6-12, Health 6-12

**College Training:** 48+

**Declared Emergency Date:** 8/18/2022

**Hire/Assignment Date:** 8/23/2022

**Summary of Recruitment Efforts:** It is very difficult to find certified teachers who are willing to move to their rural area. School picks the most qualified out of their very limited pool of candidates that they feel not only will do the job but will fit in with the school culture and staff.

**Whitepine Joint School District #288**

**Applicant Name:** Michael Majors

**Endorsement(s):** CTE Natural Science and Tech 9-12

**College Training:** 183+

**Declared Emergency Date:** 7/11/2022

**Hire/Assignment Date:** 8/22/22

**Summary of Recruitment Efforts:** One applicant applied for the position. After the reference check and personnel file request, it was determined the candidate was not acceptable for the position. The position was left open as long as possible before the start of the 22-23 school year. When no other applicants applied, the current candidate was requested to fill the emergency vacancy.

**Gooding Joint School District #231**

**Applicant Name:** Sierra Hocklander

**Endorsement(s):** English 6-12

**College Training:** BS

**Declared Emergency Date:** 10/11/2022

**Hire/Assignment Date:** 8/22/2022

**Summary of Recruitment Efforts:** The entire English department left the district. This position was posted in June. The candidate was the only applicant which was received in August.

**Valley School District #262**

**Applicant Name:** McKayla McAuley (Shawver)

**Endorsement(s):** School Counselor

**College Training:** BA

**Declared Emergency Date:** 9/12/2022

**Hire/Assignment Date:** 9/30/2022

**Summary of Recruitment Efforts:** Position was posted on numerous job sites as well as local news. Two applications were received and two were interviewed.



**CONSENT**  
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**Kootenai School District #274**

**Applicant Name:** Kristipher Buchanan

**Endorsement(s):** CTE Agriculture Science

**College Training:** AA

**Declared Emergency Date:** 11/14/2022

**Hire/Assignment Date:** 11/14/2022

**Summary of Recruitment Efforts:** The district advertised extensively. The candidate was the most qualified applicant

**Dietrich School District #314**

**Applicant Name:** Lori Norman

**Endorsement(s):** Mathematics 6-12

**College Training:** BS

**Declared Emergency Date:** 8/18/2022

**Hire/Assignment Date:** 8/18/2022

**Summary of Recruitment Efforts:** There were two applicants for the position. One applicant pulled his application after interviewing. The other application only had an associate degree. This position was posted in April on IdahoJobs, the district website and on social media and boosted several times. Also attended career fairs and called multiple colleges to recruit applicants. After receiving no other application, the board elected to declare an emergency and move the current candidate into the role.

**Minidoka County School District #331**

**Applicant Name:** Alissa Rodriguez

**Endorsement(s):** All Subjects K-8

**College Training:** 49+

**Declared Emergency Date:** 11/28/2022

**Hire/Assignment Date:** 11/14/2022

**Summary of Recruitment Efforts:** Three applications were received. One had poor references and the second not qualified.

**Lewiston Independent School District #340**

**Applicant Name:** Austin Hall

**Endorsement(s):** Mathematics 6-12

**College Training:** BS

**Declared Emergency Date:** 8/22/2022

**Hire/Assignment Date:** 8/17/2022

**Summary of Recruitment Efforts:** The district's vacancy for math positions were advertised widely both online and in print. We also attended multiple career fairs in the efforts to recruit candidates. The position was posted on the school's website from February 4, 2022 through September 26, 2022. It was also posted in Indeed, School Springs, the Idaho Education Network, Handshake and a district-wide email distribution list. Also posted on social media sites and print editions of the Lewiston Morning Tribute.

**CONSENT**  
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**Applicant Name:** Deven Maddy  
**Endorsement(s):** Mathematics 6-12  
**College Training:** 61+  
**Declared Emergency Date:** 8/22/2022  
**Hire/Assignment Date:** 8/17/2022

**Summary of Recruitment Efforts:** The district's vacancy announcement for the math position was advertised widely both online and in print. District also attended multiple career fairs at U of I and LCSC. The position was posted on the district's website from February 4, 2022-September 26, 2022. It was advertised on Indeed, School Springs, the Idaho Education Network, Handshake, district-wide/email distribution list, social media and multiple print editions in the Lewiston Morning Tribune. The print editions spanned from March until August 2022.

**Culdesac Joint School District #342**

**Applicant Name:** Tara Jolly  
**Endorsement(s):** All Subjects K-8  
**College Training:** 82+  
**Declared Emergency Date:** 8/10/2022  
**Hire/Assignment Date:** 8/15/2022

**Summary of Recruitment Efforts:** Last minute resignation of existing applicant who agreed to an offer on 8/10/22. The applicant took another position closer to home. Round trip to Culdesac was around 50 miles.

**Homedale School District #370**

**Applicant Name:** Evonne McGuire  
**Endorsement(s):** All Subjects K-8  
**College Training:** 160  
**Declared Emergency Date:** 8/8/2022  
**Hire/Assignment Date:** 8/15/2022

**Summary of Recruitment Efforts:** Position was posted on district website and EdJobs website.

**Teton School District #401**

**Applicant Name:** Molly Alles  
**Endorsement(s):** CTE-Business Technology  
**College Training:** BS  
**Declared Emergency Date:** 11/14/2022  
**Hire/Assignment Date:** 6/1/2021

**Summary of Recruitment Efforts:** The position was posted March with zero applicants. Molly was previously in this position and the school retained due to zero applicants. Finished program, but needs to take Praxis.

**Applicant Name:** Lori Erickson  
**Endorsement(s):** Mathematics 6-12  
**College Training:** BS  
**Declared Emergency Date:** 12/1/2022

**CONSENT**  
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**Hire/Assignment Date:** 8/1/2022

**Summary of Recruitment Efforts:** Committee did not approve Content Specialist application. Became an emergency when application was not approved. Did advertise position on Indeed and school website.

**Twin Falls School District #411**

**Applicant Name:** Tiffany Harrison

**Endorsement(s):** Mathematics 6-12

**College Training:** 100+

**Declared Emergency Date:** 12/12/2022

**Hire/Assignment Date:** 8/10/2022

**Summary of Recruitment Efforts:** Not student teaching until Fall 2024.

**Filer School District #413**

**Applicant Name:** Jace Thompson

**Endorsement(s):** Music K-12

**College Training:** 90+

**Declared Emergency Date:** 10/11/2022

**Hire/Assignment Date:** 10/11/2022

**Summary of Recruitment Efforts:** The teacher hired for this position was student teaching and TOR this Fall at the high school. Just after a couple of weeks the candidate resigned. The district opened the position and received one application. The current candidate is finishing up his degree with ISU.

**Kimberly School District #414**

**Applicant Name:** Francisca Yolanda Hernandez

**Endorsement(s):** All Subjects K-8

**College Training:** BS

**Declared Emergency Date:** 9/22/2022

**Hire/Assignment Date:** 8/24/2022

**Summary of Recruitment Efforts:** Increased recruitment efforts began in early August with job postings on the school district's website, social media accounts and EdjobsIdaho.com. Only two applications were received.

**Elevate Academy #523**

**Applicant Name:** Kelly Culver

**Endorsement(s):** Automated Manufacturing

**College Training:**

**Declared Emergency Date:** 10/10/22

**Hire/Assignment Date:** 8/1/2022

**Summary of Recruitment Efforts:** Position was posted and also visited 10 shops in the valley trying to recruit candidates. Did not qualify for the CTE Charter School certificate.

**CONSENT**  
**FEBRUARY 15, 2023**

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**Forge International School #528**

**Applicant Name:** Derinda Johnson

**Endorsement(s):** All Subjects K-8

**College Training:** BS

**Declared Emergency Date:** 11/28/2022

**Hire/Assignment Date:** 11/28/2022

**Summary of Recruitment Efforts:** The current resignation of a 1st grade teacher resulted in the emergency hire. The position was posted on the school website along with EdJobs and the same day the resignation of the teacher.

**Pupil Service Staff Certificate-School Psychologist, School Counselor and Speech-Language Pathologist Applications**

**Post Falls School District #273**

**Applicant Name:** Cody Custer

**Endorsement(s):** School Psychologist

**College Training:** BS

**Declared Emergency Date:** 11/14/2022

**Hire/Assignment Date:** 11/15/2022

**Summary of Recruitment Efforts:** The current School Psychologist resigned her position. Job postings for the position were previously unmet. The university approved the candidate to finish their internship fulfilling the School Psychologist opening.

**Lewiston School District #340**

**Applicant Name:** Abigail Lawton

**Endorsement(s):** School Psychologist

**College Training:** BS

**Declared Emergency Date:** 7/11/2022

**Hire/Assignment Date:** 8/17/2022

**Summary of Recruitment Efforts:** The district's vacancy announcement for our psychology position was advertised widely both online and in print. The position was posted on the district's website from February 25, 2022-October 18, 2022. It was advertised on Indeed, School Springs, the Idaho Education Network, Handshake, district-wide/email distribution list, social media and multiple print editions in the Lewiston Morning Tribune. The print editions spanned from March until August 2022. The position was also highlighted during career fairs at the U of I and LCSC. Three applications were received. The position was offered to the current candidate.

**COSSA Academy #555**

**Applicant Name:** Gabrielle Nash

**Endorsement(s):** School Counselor K-12

**College Training:** BS

**Declared Emergency Date:** 12/19/2022

**Hire/Assignment Date:** 1/23/2023

**CONSENT**  
**FEBRUARY 15, 2023**

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**Summary of Recruitment Efforts:** Position was advertised from July 1, 2022 to present. The school had zero applications received. The current candidate is enrolling in a School Counselor program.

**IMPACT**

If an emergency provisional certificate is not approved, the school district will have no certificated staff to serve in the position as required by Idaho Code §33-1201 and funding could be impacted.

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to Section 33-1201, Idaho Code, “every person who is employed to serve in any public elementary or secondary school in the capacity of teacher, supervisor, administrator, education specialist, school nurse or school librarian shall be required to have and to hold a certificate issued under the authority of the State Board of Education....” Section 33-1203, Idaho Code, prohibits the Board from authorizing standard certificates to individuals who have less than four (4) years accredited college training, except in “the limited fields of trades and industries, and specialists certificates of school librarians and school nurses.” In the case of emergencies, which must be declared, “the State Board may authorize the issuance of provisional certificates based on not less than two (2) years of college training.”

Section 33-512(15), Idaho Code, defines substitute teachers as “as any individual who temporarily replaces a certificated classroom educator....” Neither Idaho Code, nor administrative rule, limits the amount of time a substitute teacher may be employed to cover a classroom. In some cases, school districts use a long-term substitute prior to requesting emergency provisional certification for the individual. The individual that the school district is requesting emergency certification for may have been in the classroom as a long-term substitute for the entire school term. Salary based apportionment is calculated based on school district employee certification. A school district or charter school receives a lesser apportionment for noncertificated/classified staff than it receives for certificated staff. Substitute teachers are calculated at the classified staff rate.

The Department staff have forwarded those applications they recommend for approval for Board consideration. Emergency Provisional Certificates and Endorsements may be issued to an uncertified person with the minimum amount of training or may be issued to individuals with an existing certificate and endorsement outside of the area in which they have been hired. In the case of someone hired outside of the subject area they are endorsed to teach in, the Emergency Provision Certificate/Endorsement is for the endorsement area. Approval of the requested Emergency Provisional certificates and or endorsements will bring the total approved to date for the 2022-2023 school year to 196. The Board approved 138 certificates and or endorsements in total for the 2021-2022 school year.

**CONSENT**  
**FEBRUARY 15, 2023**

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**BOARD ACTIONS**

I move to approve the request by the State Department of Education for one-year emergency provisional certificates in the Instructional and career technical education certificates with endorsement area(s) at the specified school districts as provided herein for the 2022-2023 school year for the following individuals: Claudio Pinto, Matthew Hansen, Brian Bell, Chelsey Day, Avery Harrison, Laurie Merchant, Kaitlyn Hill, John Sowell, Brooke Anhder, Sierra Hocklander, Reena Forsman, Edward Simmons, McKayla McAuley, Kristipher Buchanan, Michael Majors, Lori Norman, Alissa Rodriguez, Austin Hall, Deven Maddy, Tara Jolly, Evonne McGuire, Molly Alles, Lori Erickson, Tiffany Harrison, Jace Thompson, Kelly Culver, Derinda Johnson

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

I move to approve the request by State Department of Education for one-year emergency provisional certificates in the School Counselor and School Psychologist, endorsement area at the specified school districts as provided herein for the 2022-2023 school year for the following individuals: Cody Custer, Abigail Lawton, Gabrielle Nash

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