

**CONSENT
OCTOBER 18-19, 2023**

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UNIVERSITY OF IDAHO

SUBJECT

Employment Contract: Head Men's Basketball Coach Alex Pribble

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.1.

BACKGROUND/DISCUSSION

The University of Idaho (UI) seeks Idaho State Board of Education (Board) approval for a five-year employment contract for a Men's Basketball Head Coach, Alex Pribble. This request arises because the prior head coach is no longer with the University of Idaho.

The proposed contract's primary terms are set forth below. A redlined version showing changes from the Board model contract is contained in Attachment 2.

IMPACT

Contract Term: March 20, 2023 - April 30, 2028.

Base salary: \$130,000 per year.

Media payments: \$60,000 per year.

Summary of supplemental compensation/incentives:

- Courtesy car or, if unavailable, a \$6,500 per year automobile allowance.
- Academic achievement and behavior of team based on Academic Progress Rate from 950-984 = \$2,000; 985 or more = \$5,000.
- Conference Coach of the Year (COY) = \$4,000; National COY = \$8,000.
- Regular season conference champions or co-champion = \$5,000.
- Conference tournament champion = \$5,000.
- NCAA tournament at-large bid = \$5,000.
- NCAA tournament game wins
 - \$5,000 for Play-in Round
 - Additional \$7,500, First Round
 - Additional \$10,000, Second Round
 - Additional \$12,500, Regional Semis
 - Additional \$15,000, Regional Final
 - Additional \$17,500, Final Four
 - Additional \$25,000, NCAA Championship.
- NCAA NIT tournament:
 - \$3,000 for At-large Appearance
 - \$3,000 for First Round win
 - Additional \$3,000, Second Round win

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- Additional \$3,000, Super 16 win
- Additional \$3,000, Great Eight win
- Additional \$3,000, Fab 4 win
- Additional \$7,500, NIT Champion.

Maximum Potential Annual Compensation (base salary + maximum incentive pay including media payment but not possible payment for camps): \$314,500.

Coach may participate in youth basketball camps as follows:

Remaining income from any university operated camp, less \$500, after all claims, insurance, and expenses of camp have been paid, OR

If the University elects not to operate a camp, Coach may do so within Board guidelines for such camps.

Liquidated damages and buyout provisions for men's basketball coaches at other public institutions in the Big Sky Conference:

- Eastern Washington University – one year of salary, i.e., \$164,000.
- Idaho State – \$123,687/year salary until term ends or comparable employment obtained.
- Northern Arizona – 50% of \$198,000/year base salary remaining on five-year contract.
- Northern Colorado – the lesser of one year's base salary (\$156,938) or the remaining base salary payable under the contract.
- Portland State – \$217,500 (consisting of \$170,000 base plus \$47,500 in bonuses).
- Sacramento State – total base salary (at \$300,000/year) remaining through the end of the then-current end date of the term.
- Weber State – full salary (\$167,294) through the end of the contract.
- Montana State – the lesser of \$250,000 or the remaining base salary payable under the contract.

The liquidated damages for this contract, which consist of the \$130,000 base salary plus \$60,000 in media payments (i.e., \$190,000) through the contract term or until Coach obtains comparable employment, were the result of negotiations between the University of Idaho and the Coach.

If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination (other than the University's obligation to pay Coach compensation to which Coach was contractually entitled before the termination date, but which was unpaid as of such date). If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, one of the following amounts:

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Date of Termination	Amount
May 1, 2023 – April 30, 2024	\$500,000
May 1, 2024 – April 30, 2025	\$300,000
May 1, 2025 – April 30, 2026	\$150,000
May 1, 2026 – April 30, 2027	\$75,000
May 1, 2027 – Last game of '27-'28 Season	\$25,000

ATTACHMENTS

- Attachment 1 – Pribble 2023 Contract - Clean
- Attachment 2 – Comparison with Model Contract
- Attachment 3 – Four-Year History of Academic Progress Rate, & National APR
- Attachment 4 – Big Sky Conference Base Salaries & Incentive Payments
- Attachment 5 – Contract Checklist

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The proposed employment contract agreement is in substantial compliance with the Board-approved model contract, with a base salary of \$130,000 and subject to annual state mandated merit increases. Despite the base salary being on the lower end of comparable universities in the Big Sky Conference, the Supplemental Incentives are considerably higher.

The contract does contemplate Athletic Achievement Incentives as noted in the contract (Attachment 1 – Articles 3.2.5 through 3.2.9.) The contract also provides incentives for academic achievement and behavior of team members (Attachment 1 – Article 3.2.3.) The dollar incentive is tied to the NCAA Academic Progress Rate (APR) Standards that are reported to the Board annually.

Should the University terminate the Coach for convenience, the University would be obligated to pay the Coach any compensation to which the Coach was contractually entitled before the termination date, but which was unpaid as of that date. Additionally, the University shall be obligated to pay the Coach, as liquidated damages not a penalty, the annual salary until the term of the agreement ends or the Coach obtains reasonable comparable employment, whichever occurs first. If the Coach terminates the Agreement for convenience, he will be responsible for liquidated damages and not a penalty in the amounts noted in Attachment 1 – Section 5.3.3.

This employment agreement is consistent with other coaches' contracts in the Big Sky Conference.

Staff recommends approval.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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BOARD ACTION

I move to approve the University of Idaho's request to enter into a five (5) year employment agreement with Alex Pribble, Men's Basketball Team Head Coach in substantial conformance with the form submitted to the Board as Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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

~~EMPLOYMENT~~ EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between _____ ~~(The~~ University ~~(College of~~ Idaho ~~(University)~~), and _____ ~~Alex Pribble~~ (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the head coach of its intercollegiate ~~(Sport) team (Men's Basketball Team) (or Director of Athletics)~~. Coach ~~(Director)~~ represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~(—~~ approximately Five (5) years, commencing on _____ March 20, 2023 and terminating, without further notice to Coach, on _____ April 30, 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 ~~(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 in accordance with the policies of the Idaho State Board of ~~Education~~Board of Regents of the University of Idaho (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University ~~(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 \$~~_____~~\$130,000.00 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Athletics Director and Chief Executive Officer ~~and approved by the Board~~;
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements ~~—(except that, provided, however,~~ in accordance with Board Policy II.H.6.b.ii, University ~~(College)~~ and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Athletics Director);~~;~~ and
- c) The opportunity to receive such employee benefits as the University (College)'s University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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 that is applied consistently to all University head coaches, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation.

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

~~(College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.1 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). The University shall provide Coach with a courtesy car. If a car is not available, the University shall instead provide Coach with an annual automobile allowance of \$6,500.00 payable in biweekly installments in accordance with normal University procedures. Coach shall be responsible for acquiring, maintaining, registering and insuring the automobile.~~

~~Coach 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 receive 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.~~

~~3.2.2 3.2.5 Coach shall receive the sum of (amount or computation) \$60,000.00 per year from the University (College) or the University (College)'s University'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 this sum shall vest and be paid one-half on or near the first day of July, and one-half on or near the first day of January, provided Coach remains the head coach on each such payment date (or is terminated pursuant to Section 5.2 hereof). 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), any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25, as well as compliance with the requirements of paragraph 4.8 (Media Obligations) below.

~~3.2.3 3.2.6 (SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~ Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team Members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Athletics Director. If the Teams' annual Academic Progress Rate ("APR) is equal to or greater than 950 but is less than 985 and if Coach continues to be employed as the University's Head Men's Basketball Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA, Coach shall receive supplemental compensation of \$2,000.00. This amount shall increase to \$5,000.00 in any year the team's annual APR is equal to or greater than 985 and if Coach continues to be employed as the University's Head Men's Basketball Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach is named Conference Coach of the Year the University shall pay to Coach supplemental compensation of \$4,000.00. Each year Coach is named National Coach of the Year the University shall pay to Coach supplemental compensation of \$8,000.00. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 Each year the Team is the regular season conference champion or co-champion, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000.00. This amount shall be payable within thirty (30) days after completion

of the season, including postseason competition, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Each year the Team is the conference tournament champion and also becomes eligible for the NCAA Regionals or NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000.00 during the fiscal year in which the championship or NCAA tournament eligibility is achieved, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year the Team is selected as an NCAA Tournament At-Large bid and Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition, the University shall pay Coach supplemental compensation in an amount equal to \$5,000.00. This amount shall be payable within thirty (30) days after completion of the season, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation

3.2.8 Post Season. For each appearance in the NCAA Tournament, coach shall receive supplemental compensation based on the following schedule if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition. All bonuses are stackable. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether Coach remains employed by University on the payment date, The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

<u>Play-in Round</u>	<u>Win</u>	<u>\$5,000</u>
<u>First Round</u>	<u>Win</u>	<u>\$7,500</u>
<u>Second Round</u>	<u>Win</u>	<u>\$10,000</u>
<u>Regional Semis</u>	<u>Win</u>	<u>\$12,500</u>
<u>Regional Final</u>	<u>Win</u>	<u>\$15,000</u>
<u>Final Four</u>	<u>Win</u>	<u>\$17,500</u>
<u>NCAA Championship</u>	<u>Win</u>	<u>\$25,000</u>

3.2.9 Post Season. For each appearance in the NCAA NIT Tournament, Coach shall receive supplemental compensation based on the following schedule if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition. All bonuses are stackable. This amount shall be payable within thirty (30) days after completion of the

season, including postseason competition, regardless of whether Coach remains employed by University on the payment date. The University shall determine the

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appropriate manner in which it shall pay Coach any such supplemental compensation:

<u>NIT</u>	<u>At Large Appearance</u>	<u>\$3,000</u>
<u>First Round</u>	<u>Win</u>	<u>\$3,000</u>
<u>Second Round</u>	<u>Win</u>	<u>\$3,000</u>
<u>Super 16</u>	<u>Win</u>	<u>\$3,000</u>
<u>Great Eight</u>	<u>Win</u>	<u>\$3,000</u>
<u>Feb 4</u>	<u>Win</u>	<u>\$3,000</u>
<u>NIT Championship</u>	<u>Win</u>	<u>\$10,000</u>

3.2.10 Coach agrees that the University (College) has the exclusive right to operate youth (Sport)Men's Basketball camps on its campus using University (College) facilities. The University (College) shall allow Coach the opportunity to earn supplemental compensation by assisting with the University (College)'s University's camps in Coach's capacity as a University (College) employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University (College)'s (Sport)University's youth Men's Basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University (College)'s summer (Sport)University's youth Men's Basketball camps, the University (College) shall pay Coach (amount) per year as supplemental compensation during each year the remaining income from the youth Men's Basketball camps less \$500, after all claims, insurance, and expenses of employment as head (Sport) coach at the University (College). This amount shall be such camps have been 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:

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

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

- c) Assistant coaches at the University ~~(College)of Idaho~~ are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA ~~(NAIA),~~ Conference, and University ~~(College)of Idaho~~ rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University ~~(College)of Idaho~~ and ~~(campus concessionaire)Chartwells~~ for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University ~~(College)of Idaho~~ facilities ~~including the _____;~~ such rate to be set at the rate charges as if the camp were conducted by the University of Idaho.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Athletics Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Athletics Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as ~~Exhibit A~~ an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible;
- i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the ~~State of Idaho, the University (College) and the Board of Idaho~~ against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).
- j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University ~~(College)of Idaho~~ while engaged in camp activities. The Coach and all other University ~~(College)of Idaho~~ employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

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

3.2.7-3 Footwear, Apparel and/or Equipment. Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College)~~. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~(Company Name)Nike~~ to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the ~~University (College)'s~~ reasonable request, Coach will consult with appropriate parties concerning ~~an (Company Name) a Nike~~ product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name), Nike~~, or give a lecture at an event sponsored in whole or in part by ~~(Company Name), Nike~~, or make other educationally related appearances as may be reasonably requested by the University ~~(College)~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder ~~Coach's~~his duties and obligations as ~~head (Sport) coach.~~Head Men's Basketball Coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name), Nike~~, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name), Nike~~, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

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

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

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

- d) Disclosing and providing access to all electronic devices used in any way for business purposes;
- e) Providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and
- f) Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University ~~(College)~~, would reflect adversely upon the University ~~(College)~~ or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Athletics Director, who may consult with the Chief Executive Officer, enter into separate arrangements for outside activities and endorsements ~~which~~that are consistent with Coach's obligations under this Agreement. Coach may not use the University (College)'s University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Athletics Director and the Chief Executive Officer.

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

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

4.5 Scheduling. Coach shall consult with, and may make recommendations to, the Athletics Director or the Athletics Director's designee with respect to the scheduling

of Team competitions, but the final decision shall be made by the Athletics Director or the Athletics Director's designee.

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

4.7 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

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

ARTICLE 5

5.1 Termination of Coach for Cause. The University ~~(College)~~ may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; reassign Coach to other duties; or terminate this

Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations.

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University ~~(College)~~;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the conference or the NCAA ~~(NAIA)~~, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution. For purposes of this agreement, a level one or level two violation of NCAA rules as determined by the University and/or the NCAA constitutes a major violation of NCAA rules;
- d) Ten (10) working days' absence of Coach from duty without the ~~University (College)'s~~ University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)'s~~ University's judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;
- f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully ~~and promptly~~ cooperate, as defined in article 4.1.5 of this agreement, with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the conference, or the NCAA ~~(NAIA)~~;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the conference, or the NCAA ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; ~~or~~

- i) A violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the conference, or the NCAA ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision; or
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.

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

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, (other than compensation to which the Coach is contractually entitled before the termination date, but which is unpaid as of such date), 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 ~~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 any compensation to which Coach was contractually entitled before the termination date, but which was unpaid as of that date. Additionally, University shall be obligated to pay Coach,

as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), and the supplemental compensation set forth in Section 3.2.2, excluding all deductions required by law, on the regular paydays of University (College) until the term of this Agreement ends (as if it had not been terminated) or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced by the to an amount of such that the gross compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each when added to the gross amount paid Coach by the University pay period by reducing under this section 5.2.2 does not exceed the gross salary set forth in Section 3.1.1(a) and supplemental compensation set forth in Section 3.2.2 (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue with the University (College) health insurance plan and group life insurance as if Coach remained a University (College) employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University (College) after the date other employment is obtained, to the extent in excess of the amounts required to be paid to Coach by this paragraph.

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

5.3 Termination by Coach for Convenience.

5.3.1 Coach recognizes that Coach's promise to work for University (College) for the entire term of this Agreement is of the essence of this Agreement. Coach also recognizes that the University (College) is making a highly valuable investment in

Coach’s employment by entering into this Agreement and that its investment would be lost were ~~Coach to resign or otherwise terminate employment with the University (College) before the end of the Agreement term.~~

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination: ~~(other than the University’s obligation to pay Coach compensation to which Coach was contractually entitled before the termination date, but which was unpaid as of such date).~~ If Coach terminates this Agreement for convenience, Coach shall pay to the University ~~(College),~~ as liquidated damages and not a penalty, one of the following sum:
amounts:

<u>Date of Termination</u>	<u>Amount</u>
<u>May 1, 2023 – April 30, 2024</u>	<u>\$500,000</u>
<u>May 1, 2024 – April 30, 2025</u>	<u>\$300,000</u>
<u>May 1, 2025 – April 30, 2026</u>	<u>\$150,000</u>
<u>May 1, 2026 – April 30, 2027</u>	<u>\$75,000</u>
<u>May 1, 2027 – Last game of '27-'28 Season</u>	<u>\$25,000</u>

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

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law the right to receive all supplemental compensation and other payments: (other than compensation to which Coach was contractually entitled before the termination date, but which was unpaid as of such date).

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

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

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

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. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

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

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

Coach: _____ Alex Pribble
 _____ Last known address on file with
 _____ University (College)'s Human Resource Services
 _____ 1324 Ridgeview Drive
 _____ Moscow, ID 83843

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

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

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

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University (College)'s 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 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: _____: C.
Scott Green
Chief Executive Officer
Date: _____:

Signature: _____
Printed Name: _____:
Alex Pribble
Date: _____Date:

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

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

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between The University of Idaho (University), and Alex Pribble (Coach).

ARTICLE 1

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

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of approximately Five (5) years, commencing on March 20, 2023 and terminating, without further notice to Coach, on April 30, 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 is subject to the prior approval in accordance with the policies of the Idaho State Board of Board of Regents of the University of Idaho (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$130,000.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Athletics Director and Chief Executive Officer;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements, provided, however, in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Athletics Director; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

3.2 Supplemental Compensation.

3.2.1 The University shall provide Coach with a courtesy car. If a car is not available, the University shall instead provide Coach with an annual automobile allowance of \$6,500.00 payable in biweekly installments in accordance with normal University procedures. Coach shall be responsible for acquiring, maintaining, registering and insuring the automobile.

3.2.2 Coach shall receive up to \$60,000.00 per year from the University or the University's designated media outlet(s) or a combination thereof during the term of this Agreement in compensation for participation in media programs and public

appearances (Programs). Coach's right to receive this sum shall vest and be paid one-half on or near the first day of July, and one-half on or near the first day of January, provided Coach remains the head coach on each such payment date (or is terminated pursuant to Section 5.2 hereof). Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25, as well as compliance with the requirements of paragraph 4.8 (Media Obligations) below.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team Members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Athletics Director. If the Teams' annual Academic Progress Rate ("APR") is equal to or greater than 950 but is less than 985 and if Coach continues to be employed as the University's Head Men's Basketball Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA, Coach shall receive supplemental compensation of \$2,000.00. This amount shall increase to \$5,000.00 in any year the team's annual APR is equal to or greater than 985 and if Coach continues to be employed as the University's Head Men's Basketball Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach is named Conference Coach of the Year the University shall pay to Coach supplemental compensation of \$4,000.00. Each year Coach is named National Coach of the Year the University shall pay to Coach supplemental compensation of \$8,000.00. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 Each year the Team is the regular season conference champion or co-champion, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000.00. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Each year the Team is the conference tournament champion and also becomes eligible for the NCAA Regionals or NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000.00 during the fiscal year in which the championship or NCAA tournament eligibility is achieved, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year the Team is selected as an NCAA Tournament At-Large bid and Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition, the University shall pay Coach supplemental compensation in an amount equal to \$5,000.00. This amount shall be payable within thirty (30) days after completion of the season, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation

3.2.8 Post Season. For each appearance in the NCAA Tournament, coach shall receive supplemental compensation based on the following schedule if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition. All bonuses are stackable. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether Coach remains employed by University on the payment date, The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

Play-in Round	Win	\$5,000
First Round	Win	\$7,500
Second Round	Win	\$10,000
Regional Semis	Win	\$12,500
Regional Final	Win	\$15,000
Final Four	Win	\$17,500
NCAA Championship	Win	\$25,000

3.2.9 Post Season. For each appearance in the NCAA NIT Tournament, Coach shall receive supplemental compensation based on the following schedule if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition. All bonuses are stackable. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether Coach remains employed by University on the payment date. The University shall determine the

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appropriate manner in which it shall pay Coach any such supplemental compensation:

NIT	At Large Appearance	\$3,000
First Round	Win	\$3,000
Second Round	Win	\$3,000
Super 16	Win	\$3,000
Great Eight	Win	\$3,000
Fab 4	Win	\$3,000
NIT Championship	Win	\$10,000

3.2.10 Coach agrees that the University has the exclusive right to operate youth Men's Basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth Men's Basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth Men's Basketball camps, the University shall pay Coach the remaining income from the youth Men's Basketball camps less \$500, after all claims, insurance, and expenses of such camps have been paid.

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

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

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

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

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

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

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches,

any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Athletics Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's Faculty-Staff Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Men's Basketball conference of which the University is a member.

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

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

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

logos, or trademarks in connection with any such arrangements without the prior written approval of the Athletics Director and the Chief Executive Officer.

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

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

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

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

4.7 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

4.8 Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The

University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach in his capacity as an official representative of the University. For avoidance of doubt, all contracts relating to public appearances by Coach are subject to prior written approval of the Athletics Director, regardless of whether such appearances contemplate Coach appearing in his capacity as an official representative of the University or in his capacity as a private citizen. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Athletics Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Athletics Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution. For purposes of this agreement, a level one or level two violation of NCAA rules as determined by the University and/or the NCAA constitutes a major violation of NCAA rules;

- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully cooperate, as defined in article 4.1.5 of this agreement, with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision; or
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.

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

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach (other than compensation to which the Coach is contractually entitled before the termination date, but which is unpaid as of such date), 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 written notice to Coach.

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach any compensation to which Coach was contractually entitled before the termination date, but which was unpaid as of that date. Additionally, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a) and the supplemental compensation set forth in Section 3.2.2, excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends (as if it had not been terminated) or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced to an amount such that the gross compensation paid Coach as a result of such other employment when added to the gross amount paid Coach by the University under this section 5.2.2 does not exceed the gross salary set forth in Section 3.1.1(a) and supplemental compensation set forth in Section 3.2.2 (before deductions required by law). In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained, to the extent in excess of the amounts required to be paid to Coach by this paragraph.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and

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

5.3 Termination by Coach for Convenience.

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

5.3.2 Coach may terminate this Agreement for convenience during its term by giving written notice to the University.

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination (other than the University's obligation to pay Coach compensation to which Coach was contractually entitled before the termination date, but which was unpaid as of such date). If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, one of the following amounts:

Date of Termination	Amount
May 1, 2023 – April 30, 2024	\$500,000
May 1, 2024 – April 30, 2025	\$300,000
May 1, 2025 – April 30, 2026	\$150,000
May 1, 2026 – April 30, 2027	\$75,000
May 1, 2027 – Last game of '27-'28 Season	\$25,000

The liquidated damages shall be due and payable within sixty (60) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (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 (other than compensation to which Coach was contractually entitled before the termination date, but which was unpaid as of such date).

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

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

Coach: Alex Pribble
1324 Ridgeview Drive
Moscow, ID 83843

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

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

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

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

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

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

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

University

Coach

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

Signature: _____
Printed Name: Alex Pribble
Date: _____

Attachment 3

**Four-Year History of University's Academic Progress Rate (APR)
& National Average APR Scores for Men's Basketball**

Four-Year History of University's APR

Year	APR for Year	Four-Year History APR
2021-2022	955	948
2020-2021	980	939
2019-2020	961	925
2018-2019	891	891

National Average APR = 967

Attachment 4

Base Salary and Incentives for Big Sky Conference Coaches

ATTACHMENT 4

School	Base	Supplemental	Total
Idaho	\$ 130,000.00	\$ 184,500.00	\$ 314,500.00
Eastern Washington	\$ 164,000.00	\$ 60,000.00	\$ 224,000.00
Idaho State	\$ 123,687.00	\$ 135,000.00	\$ 258,687.00
Northern Arizona	\$ 198,000.00	\$ 53,500.00	\$ 251,500.00
Northern Colorado	\$ 156,938.00	\$ 42,500.00	\$ 199,438.00
Portland State	\$ 170,000.00	\$ 47,500.00	\$ 217,500.00
Sacramento State	\$ 300,000.00	\$ 317,500.00	\$ 617,500.00
Weber State	\$ 167,294.00	\$ 88,000.00	\$ 255,294.00
Montana State	\$ 185,711.00	\$ 386,000.00	\$ 571,711.00

IDAHO STATE BOARD OF EDUCATION

Athletic Director-Coach Contract Checklist

To be Submitted by Institutions with Employment Agreements Requiring Board Approval*

[* Board approval is required for contracts longer than three years or for any contracts with total annual compensation of \$350,000 or higher. See Board Policy II.H.]

Institution: University of Idaho

Name of employee and position: Alex Pribble, Head Men's Basketball Coach

Date of submission to State Board Office:

Proposed effective date of employment agreement: The contract runs from 3/20/2023 – 4/30/28. The contract becomes effective when both parties have signed it.

- The proposed contract has been reviewed to ensure compliance with Board Policy II.H.
- The proposed contract has been reviewed by institution general counsel

Supporting Documents (Check and attach all that apply): [All required items need to be provided either within the agenda item cover sheet, or as attachments to the agenda item.]

- A summary of all supplemental compensation incentives
- Quantification of the maximum potential annual compensation (i.e. base salary plus maximum incentive pay)
- Employment agreement—clean version
- Employment agreement—redline version comparing contract to Board-approved model contract (model contract is available on Board website <http://boardofed.idaho.gov>)
- Employment agreement—redline version (for current coaches receiving new contracts) comparing proposed employment agreement to current agreement
- In the case of NCAA institutions, a 4-year history of the institution's Academic Progress Rate (APR) raw scores and national average APR scores for the applicable sport.
- A schedule of base salaries and incentive payments of all other same sport coaches in the institution's conference
- Documentation/description of how the institution determined the proposed liquidated damages amount(s), and a summary of publicly-available liquidated damages and buyout provisions for coaches of the same sport at the other public institutions in the conference.

Notes/Comments (provide explanation of any items/boxes which were not checked or other key points for Board consideration): Unchecked box is N/A; this is Coach Pribble is a new coach.

Point of contact at Institution (phone number, email address): Garrett Haldeman, Associate Athletic Director, Business, 208-885-0247, garretth@uidaho.edu.

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 18-19, 2023

UNIVERSITY OF IDAHO

SUBJECT

Employment Contract: Head Women's Basketball Coach Carrie Eighmey

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section II.H.1.

BACKGROUND/DISCUSSION

The University of Idaho (UI) seeks Idaho State Board of Education (Board) approval for a five-year employment contract for Women's Basketball Head Coach Carrie Eighmey. This request arises because the prior head coach no longer is with the University.

The proposed contract's primary terms are set forth below. A redlined version showing changes from the Board model contract is contained in Attachment 2.

IMPACT

Contract Term: May 1, 2023 - April 30, 2028.

Base salary: \$120,016 per year.

Media payments: \$30,000 per year.

Summary of supplemental compensation/incentives:

- Courtesy car or, if unavailable, a \$6,500 per year automobile allowance.
- Academic achievement and behavior of team based on Academic Progress Rate from 950-984 = \$2,000; 985 or more = \$5,000.
- Conference Coach of the Year (COY) = \$2,000; National COY = \$5,000.
- Regular season conference champions or co-champion = \$5,000.
- Conference tournament champion = \$5,000.
- NCAA tournament at-large bid = \$5,000.
- NCAA tournament game wins
 - \$5,000 for Play-in Round
 - Additional \$7,500, First Round
 - Additional \$10,000, Second Round
 - Additional \$12,500, Regional Semis
 - Additional \$15,000, Regional Final
 - Additional \$17,500, Final Four
 - Additional \$25,000, NCAA Championship.
- NCAA WNIT tournament game wins
 - \$1,500 for At-large Appearance
 - \$1,500 for First Round win
 - Additional \$1500, Second Round win
 - Additional \$1,500, Super 16 win

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 18-19, 2023

- Additional \$1,500, Great Eight win
- Additional \$1,500, Fab 4 win
- Additional \$7,500, WNIT Champion.

Maximum Potential Annual Compensation (base salary + maximum incentive pay including media payment but not possible payment for camps): \$268,516.

Coach may participate in youth basketball camps as follows:

Remaining income from any university operated camp, less \$500, after all claims, insurance, and expenses of camp have been paid, OR

If UI elects not to operate a camp, Coach may do so within Board guidelines for such camps.

Liquidated damages and buyout provisions for women's basketball coaches at other public institutions in the Big Sky Conference:

- Eastern Washington University – one year of base salary, i.e., \$130,000
- Idaho State - \$130,000 salary until term ends or comparable employment obtained.
- Northern Arizona – 50% of \$156,818/year base salary remaining on five-year contract.
- Portland State – If terminated in Year 2, 36 months of \$135,000/year base compensation (i.e., \$405,000); Year 3, 24 months of \$140,000/year base compensation (i.e., \$280,000); Year 4, 12 months of \$145,000/year base compensation (i.e., \$145,000); and Year 5, 3 months of \$150,000/year base compensation (i.e., \$37,500).
- Montana State – pro rata amount of \$185,711 base salary and benefits remaining on contract.

The liquidated damages for this contract (the University must pay the coach in the event it terminates for convenience, consist of the \$120,016 base salary plus \$30,000 in media payments (i.e., \$150,016) through the contract term or until Coach obtains comparable employment) were the result of negotiations between the University of Idaho and the Coach.

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, one of the following amounts:

Date of Termination	Amount
May 1, 2023 – April 30, 2024	\$500,000
May 1, 2024 – April 30, 2025	\$250,000
May 1, 2025 – April 30, 2026	\$100,000
May 1, 2026 – April 30, 2027	\$50,000
May 1, 2027 – End of season	\$25,000

BUSINESS AFFAIRS AND HUMAN RESOURCES
OCTOBER 18-19, 2023

ATTACHMENTS

- Attachment 1 – Eighmey 2023 Contract - Clean
- Attachment 2 – Comparison with Model Contract
- Attachment 3 – Four-Year History of Academic Progress Rate, & National APR
- Attachment 4 – Big Sky Conference Base Salaries & Incentive Payments
- Attachment 5 – Contract Checklist

STAFF COMMENTS AND RECOMMENDATIONS

The proposed employment contract agreement is in substantial compliance with the Board-approved model contract, with a base salary of \$120,016 and subject to annual state mandated merit increases.

The contract does contemplate Athletic Achievement Incentives as noted in Attachment 1 – Articles 3.2.5 through 3.2.9. The contract also provides incentives for academic achievement and behavior of team members in Attachment 1 – Article 3.2.3. The dollar incentive is tied to the NCAA Academic Progress Rate (APR) Standards that are reported to the Board annually.

Should the University terminate the Coach for convenience, the University would be obligated to pay the Coach, as liquidated damages, the base salary of \$120,016 plus \$30,000 in media payments (i.e., \$150,016) until the term of the agreement ends or the Coach obtains reasonable comparable employment, whichever occurs first. If the Coach terminates the Agreement for convenience, she will be responsible for liquidated damages as detailed in Attachment 1 – Section 5.3.3.

This employment agreement is consistent with other coaches' contracts in the Big Sky Conference.

BOARD ACTION

I move to approve the University of Idaho's request to enter into a five (5) year employment agreement with Carrie Eighmey, Women's Basketball Team Head Coach in substantial conformance with the form submitted to the Board as Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between The University of Idaho (University), and Carrie Eighmey (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 Women's Basketball (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of approximately Five (5) years, commencing on 5/1/2023 and terminating, without further notice to Coach, on 4/30/2028 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 is subject to the prior approval in accordance with the policies of the Idaho State Board of Board of Regents of the University of Idaho (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$120,016.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Athletics Director and Chief Executive Officer;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements, provided, however, in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Athletics Director; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

3.2 Supplemental Compensation.

3.2.1 The University shall provide Coach with a courtesy car. If the university is unable to obtain a courtesy car, the University shall instead provide Coach with an annual automobile allowance of Six Thousand Five hundred dollars (\$6,500) payable in biweekly installments in accordance with normal University procedures.

3.2.2 Each year, Coach shall receive the sum of \$30,000 from the University or the University's designated media outlet(s) or a combination thereof 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 and be paid

one-half on or near the first day of October, and one-half on or near the first day of March, provided Coach remains the head coach on each such payment date. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25, as well as compliance with the requirements of paragraph 4.8 (Media Obligations) below.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team Members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director. If the Teams' annual Academic Progress Rate ("APR") is equal to or greater than 950 but is less than 985 and if Coach continues to be employed as the University's Head Women's Basketball Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA, Coach shall receive supplemental compensation of \$2,000. This amount shall increase to \$5,000 in any year the team's annual APR is equal to or greater than 985 and if Coach continues to be employed as the University's Head Women's Basketball Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach is named Conference Coach of the Year the University shall pay to Coach supplemental compensation of \$2,000. Each year Coach is named National Coach of the Year the University shall pay Coach supplemental compensation of \$4,000. These amounts shall be payable within thirty (30) days following the announcement of the respective award. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 Each year the Team is the regular season conference champion or co-champion, and if Coach continues to be employed as University's Head Women's Basketball coach as of the final game of the Team's season, including postseason competition, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000. This amount shall be payable within thirty (30) days after completion of the season. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Each year the Team is the conference tournament champion, and if Coach continues to be employed as University's Head Women's Basketball Coach as of the final game of the Team's season, including postseason competition, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000. This amount shall be payable within thirty (30) days after completion of the season. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year the Team is selected as an NCAA Tournament At-Large bid and Coach continues to be employed as University's Head Women's Basketball Coach as of the final game of the Team's season, including postseason competition, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000. This amount shall be payable within thirty (30) days after completion of the season. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 Post Season. For each appearance in the NCAA Tournament, Coach shall receive supplemental compensation based on the following schedule if Coach continues to be employed as University's Head Women's Basketball Coach as of the final game of the Team's season, including postseason competition. All bonuses are stackable. This amount shall be payable within thirty (30) days after completion of the season. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

Play-in Round	Win	\$5,000
First Round	Win	\$7,500
Second Round	Win	\$10,000
Regional Semis	Win	\$12,500
Regional Final	Win	\$15,000
Final Four	Win	\$17,500
NCAA Championship	Win	\$25,000

3.2.9 Post Season. For each appearance in the NCAA WNIT Tournament, Coach shall receive supplemental compensation based on the following schedule if Coach continues to be employed as University's Head Women's Basketball Coach as of the final game of the Team's season, including postseason competition. All bonuses are stackable. This amount shall be payable within thirty (30) days after completion of the season. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

WNIT	At Large Appearance	\$1,500
First Round	Win	\$1,500
Second Round	Win	\$1,500
Super 16	Win	\$1,500
Great Eight	Win	\$1,500
Fab 4	Win	\$1,500
WNIT Championship	Win	\$7,500

3.2.10 Coach agrees that the University has the exclusive right to operate youth Women's Basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth Women's Basketball camps. Coach also agrees that Coach will

perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth Women's Basketball camps, the University shall pay Coach the remaining income from the youth Women's Basketball camps less \$500, after all claims, insurance, and expenses of such camps have been paid.

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

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;
- b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Athletics Director;
- c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;
- d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) The Coach or the private enterprise enters into a contract with University of Idaho and Chartwells for all campus goods and services required by the camp.
- f) The Coach or private enterprise pays for use of University of Idaho facilities; such rate to be set at the rate charges as if the camp were conducted by the University of Idaho.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Athletics Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Athletics Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.
- h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and

staff--\$1 million; (2) catastrophic coverage: camper and staff--\$1 million maximum coverage with \$100 deductible.

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

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

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

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

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

ARTICLE 4

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

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

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

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

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

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

- a) Affirmatively reporting instances of noncompliance to the University and NCAA in a timely manner and assisting in

developing full information to determine whether a possible violation has occurred and the details thereof;

- b) Timely participation in interviews and providing complete and truthful responses;
- c) Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;
- d) Disclosing and providing access to all electronic devices used in any way for business purposes;
- e) Providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and
- f) Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Athletics Director, who may consult with the Chief Executive Officer, enter into separate arrangements for outside activities and endorsements that are consistent with Coach's obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Athletics Director and the Chief Executive Officer.

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

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

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

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

4.7 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution. For purposes of this agreement, a level one or level two violation of NCAA rules as determined by the University and/or the NCAA constitutes a major violation of NCAA rules;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully cooperate, as defined in article 4.1.5 of this agreement, with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;

- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision; or
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.

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

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

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

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a) and supplemental compensation outlined

in Section 3.2.2, excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced to an amount such that the gross compensation paid Coach as a result of such other employment when added to the gross amount paid Coach by the University under this section 5.2.2 does not exceed the gross salary set forth in Section 3.1.1(a) and supplemental compensation outlined in Section 3.2.2 (before deductions required by law). In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within fifteen (15) business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, one of the following amounts:

Date of Termination	Amount
May 1, 2023 – April 30, 2024	\$500,000
May 1, 2024 – April 30, 2025	\$250,000
May 1, 2025 – April 30, 2026	\$100,000
May 1, 2026 – April 30, 2027	\$50,000
May 1, 2027 – End of season	\$25,000

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

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

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

5.4 Termination due to Disability or Death of Coach.

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

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

now in force or hereafter adopted by the University and due to Coach's estate or beneficiaries thereunder.

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

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

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

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

ARTICLE 6

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

6.2 University Property. All personal property (excluding vehicle(s) provided through the Vandal Wheels program), material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration of the term of this Agreement or its earlier

termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Athletics Director.

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

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

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

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

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

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

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

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

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

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

Coach: Carrie Eighmey
Last known address on file with
University's Human Resource Services

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

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

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

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

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

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

////

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

University

Coach

Signature: _____

Printed Name: C. Scott Green

Chief Executive Officer

Date: _____

Signature: _____

Printed Name: Carrie Eighmey

Date: _____

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

~~EMPLOYMENT~~ EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between _____ ~~(The~~ University ~~(College of~~ Idaho (University), and _____ Carrie Eighmey (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the head coach of its intercollegiate ~~(Sport) team~~ Women's Basketball (Team) ~~(or Director of Athletics)~~. Coach ~~(Director)~~ represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~(—~~ approximately Five (5) years, commencing on _____ 5/1/2023 and terminating, without further notice to Coach, on _____ 4/30/2028 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 ~~(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 [in accordance with the policies](#) of the Idaho State Board of ~~Education~~[Board of Regents of the University of Idaho](#) (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University ~~(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 \$~~_____~~\$120,016.00 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Athletics Director and Chief Executive Officer ~~and approved by the Board~~;
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements ~~—(except that, provided, however,~~ in accordance with Board Policy II.H.6.b.ii, University ~~(College)~~ and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Athletics Director);~~;~~ and
- c) The opportunity to receive such employee benefits as the University (College)'s University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

3.2 Supplemental Compensation.

3.2.1 The University shall provide Coach with a courtesy car. If the university is unable to obtain a courtesy car, the University shall instead provide Coach with an annual automobile allowance of Six Thousand Five hundred dollars (\$6,500) payable in biweekly installments in accordance with normal University procedures.

3.2.2 Each year ~~the Team is the conference champion or co-champion,~~ Coach shall receive the sum of \$30,000 from the University or the University's designated

media outlet(s) or a combination thereof during the term of this Agreement in compensation for participation in media programs and also becomes public appearances (Programs). Coach's right to receive such a payment shall vest and be paid one-half on or near the first day of October, and one-half on or near the first day of March, provided Coach remains the head coach on each such payment date. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25, as well as compliance with the requirements of paragraph 4.8 (Media Obligations) below.

3.2.3 Each year Coach shall be eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs), to receive supplemental compensation based on the academic achievement and behavior of Team Members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director. If the Teams' annual Academic Progress Rate ("APR) is equal to or greater than 950 but is less than 985 and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) the University's Head Women's Basketball Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA, Coach shall receive supplemental compensation of \$2,000. This amount shall increase to \$5,000 in any year the team's annual APR is equal to or greater than 985 and if Coach continues to be employed as the University's Head Women's Basketball Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach is named Conference Coach of the Year the University shall pay to Coach supplemental compensation in an amount equal to (of \$2,000. Each year Coach is names National Coach of the Year the University shall pay Coach supplemental compensation of \$4,000. These amounts shall be payable within thirty (30) days following the announcement of the respective award. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.1-3.2.5 Each year the Team is the regular season conference champion or co-champion, and if Coach continues to be employed as University's Head Women's Basketball coach as of the final game of the Team's season, including postseason competition, the University shall pay to Coach supplemental compensation in an amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-equal to \$5,000. This amount shall be payable within thirty (30) days after completion of the 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~~

~~3.2.6~~ Each year the Team is ranked in the top 25 in the (national rankings of sport's division), conference tournament champion, and if Coach continues to be employed as University (College)'s head (Sport) coach University's Head Women's Basketball Coach as of the ensuing July 1st final game of the Team's season, including postseason competition, the University (College) shall pay to Coach supplemental compensation in an amount equal to (\$5,000 This amount or computation) shall be payable within thirty (30) days after completion of Coach's Annual Salary in effect on the date of the final poll season. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

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

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

3.2.7 ~~3.2.6 (SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~ Each year the Team is selected as an NCAA Tournament At-Large

bid and Coach continues to be employed as University's Head Women's Basketball Coach as of the final game of the Team's season, including postseason competition, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000 This amount shall be payable within thirty (30) days after completion of the season. The University (College) shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 Post Season. For each appearance in the NCAA Tournament, Coach shall receive supplemental compensation based on the following schedule if Coach continues to be employed as University's Head Women's Basketball Coach as of the final game of the Team's season, including postseason competition. All bonuses are stackable. This amount shall be payable within thirty (30) days after completion of the season. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

<u>Play-in Round</u>	<u>Win</u>	<u>\$5,000</u>
<u>First Round</u>	<u>Win</u>	<u>\$7,500</u>
<u>Second Round</u>	<u>Win</u>	<u>\$10,000</u>
<u>Regional Semis</u>	<u>Win</u>	<u>\$12,500</u>
<u>Regional Final</u>	<u>Win</u>	<u>\$15,000</u>
<u>Final Four</u>	<u>Win</u>	<u>\$17,500</u>
<u>NCAA Championship</u>	<u>Win</u>	<u>\$25,000</u>

3.2.9 Post Season. For each appearance in the NCAA WNIT Tournament, Coach shall receive supplemental compensation based on the following schedule if Coach continues to be employed as University's Head Women's Basketball Coach as of the final game of the Team's season, including postseason competition. All bonuses are stackable. This amount shall be payable within thirty (30) days after completion of the season. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

<u>WNIT</u>	<u>At Large Appearance</u>	<u>\$1,500</u>
<u>First Round</u>	<u>Win</u>	<u>\$1,500</u>
<u>Second Round</u>	<u>Win</u>	<u>\$1,500</u>
<u>Super 16</u>	<u>Win</u>	<u>\$1,500</u>
<u>Great Eight</u>	<u>Win</u>	<u>\$1,500</u>
<u>Fab 4</u>	<u>Win</u>	<u>\$1,500</u>
<u>WNIT Championship</u>	<u>Win</u>	<u>\$7,500</u>

3.2.10 Coach agrees that the University (~~College~~) has the exclusive right to operate youth (~~Sport~~)Women's Basketball camps on its campus using University (~~College~~) facilities. The University (~~College~~) shall allow Coach the opportunity to earn

supplemental compensation by assisting with the ~~University (College)'s~~ University's camps in Coach's capacity as a ~~University (College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~University (College)'s (Sport)~~ University's youth Women's Basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the ~~University (College)'s summer (Sport)~~ University's youth Women's Basketball camps, the University ~~(College)~~ shall pay Coach ~~(amount) per year as supplemental compensation during each year~~ the remaining income from the youth Women's Basketball camps less \$500, after all claims, insurance, and expenses of employment as head (Sport) coach at the University (College). This amount shall be such camps have been 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:~~

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

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

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

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

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

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

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

3.2.7-3 Footwear, Apparel and/or Equipment. Coach agrees that the University (College) has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University (College). Coach recognizes that the University (College) is negotiating or has entered into an agreement with (Company Name) Nike to supply the University (College) with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University (College)'s University's reasonable request, Coach will consult with appropriate parties

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

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the ~~University (College)~~University, the Board, the conference, and the NCAA ~~(or NAIA)~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible,

and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Athletics Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University (College)'s University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University (College) and Department at all times. ~~The names or titles of employees whom Coach supervises are attached as Exhibit B.~~ The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University (College)'s (University's Faculty-Staff) Handbook; (c) University (College)'s University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA (or NAIA) rules and regulations; and (f) the rules and regulations of the (Sport) Women's Basketball conference of which the University (College) is a member.

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

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

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University (College), would reflect adversely upon the University (College) or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Athletics Director, who may consult with the Chief Executive

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

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

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

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

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

4.7 Disclosure of Serious Misconduct. Coach warrants that prior to the signing of this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused, investigated, convicted of or pled guilty or no contest to a felony or misdemeanor involving serious misconduct, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of sexual violence, domestic violence, dating violence, stalking, sexual exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University ~~(College)~~;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the conference or the NCAA ~~(NAIA)~~, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution. For purposes of this agreement, a level one or level two violation of NCAA rules as determined by the University and/or the NCAA constitutes a major violation of NCAA rules;
- d) Ten (10) working days' absence of Coach from duty without the ~~University (College)'s~~ University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)'s~~ University's judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;
- f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully ~~and promptly~~ cooperate, as defined in article 4.1.5 of this agreement, with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the conference, or the NCAA ~~(NAIA)~~;

- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the conference, or the NCAA ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; ~~or~~
- i) A violation of any applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the conference, or the NCAA ~~(NAIA)~~, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision; ~~or~~
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.

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

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 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), ~~and supplemental compensation outlined in Section 3.2.2,~~ excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced ~~by the to an amount of such that the gross compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each when added to the gross amount paid Coach by the University pay period by reducing under this section 5.2.2 does not exceed the gross salary set forth in Section 3.1.1(a) and supplemental compensation outlined in Section 3.2.2 (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law.~~ In addition, Coach will be entitled to continue with the University ~~(College)~~ health insurance plan and group life insurance as if Coach remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ~~ten~~fifteen (15) business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University ~~(College)~~ after the date other employment is obtained.

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

5.3 Termination by Coach for Convenience.

5.3.1 Coach recognizes that Coach's promise to work for University ~~(College)~~ for the entire term of this Agreement is of the essence of this Agreement. Coach

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, one of the following sum:
amounts:

<u>Date of Termination</u>	<u>Amount</u>
<u>May 1, 2023 – April 30, 2024</u>	<u>\$500,000</u>
<u>May 1, 2024 – April 30, 2025</u>	<u>\$250,000</u>
<u>May 1, 2025 – April 30, 2026</u>	<u>\$100,000</u>
<u>May 1, 2026 – April 30, 2027</u>	<u>\$50,000</u>
<u>May 1, 2027 – End of season</u>	<u>\$25,000</u>

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

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

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

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

6.1 Board Approval This Agreement shall not be effective unless ~~approved by the Board and~~ executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the ~~Board, the~~ Chief Executive Officer, and the Athletics Director; the sufficiency of legislative

appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and ~~University (College)'s~~ University's rules regarding financial exigency.

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

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. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

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

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

Coach: _____ Carrie Eighmey
 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.

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 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: _____

Signature: _____

Printed Name: _____: C.

Printed Name: _____:

Scott Green

Carrie Eighmey

Chief Executive Officer

Date: _____:

Date: _____ Date:

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

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

Attachment 3

**Four-Year History of University's Academic Progress Rate (APR)
& National Average APR for Women's Basketball**

Four-Year History of University's APR

Year	APR for Year	Four-Year History APR
2021-2022	1000	990
2020-2021	1000	991
2019-2020	1000	986
2018-2019	963	986

National Average APR = 982

Attachment 4
Big Sky Conference Base Salaries & Incentive Payments

ATTACHMENT 4

School	Base	Supplemental	Total
Idaho	\$ 120,016.00	\$ 148,500.00	\$ 268,516.00
Eastern Washington	\$ 130,000.00	\$ 115,000.00	\$ 245,000.00
Idaho State	\$ 130,000.00	\$ 96,000.00	\$ 226,000.00
Northern Arizona	\$ 156,818.00	\$ 133,000.00	\$ 289,818.00
Portland State	\$ 145,000.00	\$ 47,500.00	\$ 192,500.00
Montana State	\$ 185,711.00	\$ 284,000.00	\$ 469,711.00

IDAHO STATE BOARD OF EDUCATION

Athletic Director-Coach Contract Checklist

To be Submitted by Institutions with Employment Agreements Requiring Board Approval*

[* Board approval is required for contracts longer than three years or for any contracts with total annual compensation of \$350,000 or higher. See Board Policy II.H.]

Institution: University of Idaho

Name of employee and position: Carrie Eighmey, Head Women's Basketball Coach

Date of submission to State Board Office:

Proposed effective date of employment agreement: The contract runs from 5/1/2023 – 4/30/28. The contract becomes effective when both parties have signed it.

- The proposed contract has been reviewed to ensure compliance with Board Policy II.H.
- The proposed contract has been reviewed by institution general counsel

Supporting Documents (Check and attach all that apply): [All required items need to be provided either within the agenda item cover sheet, or as attachments to the agenda item.]

- A summary of all supplemental compensation incentives
- Quantification of the maximum potential annual compensation (i.e. base salary plus maximum incentive pay)
- Employment agreement—clean version
- Employment agreement—redline version comparing contract to Board-approved model contract (model contract is available on Board website <http://boardofed.idaho.gov>)
- Employment agreement—redline version (for current coaches receiving new contracts) comparing proposed employment agreement to current agreement
- In the case of NCAA institutions, a 4-year history of the institution's Academic Progress Rate (APR) raw scores and national average APR scores for the applicable sport.
- A schedule of base salaries and incentive payments of all other same sport coaches in the institution's conference
- Documentation/description of how the institution determined the proposed liquidated damages amount(s), and a summary of publically-available liquidated damages and buyout provisions for coaches of the same sport at the other public institutions in the conference.

Notes/Comments (provide explanation of any items/boxes which were not checked or other key points for Board consideration): Unchecked box is N/A; this is Coach Eighmey is a new coach.

Point of contact at Institution (phone number, email address): Garrett Haldeman, Associate Athletic Director, Business, 208-885-0247, garretth@uidaho.edu.

CONSENT
October 18, 2023

SUBJECT

Data Management Council Appointments

REFERENCE

April 2021	The Board reappointed Cathleen McHugh, Grace Anderson, Tami Haft, Scott Thomson, and Heather Luchte to the Data Management Council. The Board appointed Spencer Barzee to the Data Management Council.
October 2021	The Board appointed Thomas Sharpe to the Data Management Council.
December 2021	The Board appointed Kevin Chandler to the Data Management Council.
June 2022	The Board reappointed Thomas Sharpe, Matthew Rauch, and Georgia Smith to the Data Management Council. The Board appointed Ayaka Nukui to the Data Management Council.
October 2022	The Board appointed Lindsey Brown to the Data Management Council.
April 2023	The Board reappointed Grace Anderson, Lindsey Brown, Chris Campbell, Todd King, Heather Luchte, Cathleen McHugh, and Scott Thomson to the Data Management Council. The Board appointed Shari Ellertson to the Data Management Council.
June 2023	The Board appointed Nashea Noble to the Data Management Council.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The Data Management Council (Council) was established by the Board pursuant to Board Policy I.O. to make recommendations to the Board on the oversight and development of Idaho's Statewide Longitudinal Data System (SLDS) and to oversee the creation, maintenance and usage of said system. Idaho Code § 33-133 defines the state "data system" to include the state's elementary, secondary, and postsecondary longitudinal data. The SLDS consists of three areas of data and is referred to as EASI (the Education Analytics System of Idaho). EASI is a P-20W system consisting of P-12, postsecondary, and workforce data. The P-12 data is commonly referred to as the Idaho System for Educational Excellence (ISEE), the postsecondary data is referred to as the Postsecondary Measures of Academic Progress (PMAP), and the labor data (managed by the Department of Labor) is referred to as the Idaho Labor Market Information (ILMI).

There are 13 seats on the Council representing the following constituencies:

- a. Two representatives from the Office of the State Board of Education;

CONSENT
October 18, 2023

- b. Three representatives from public postsecondary institutions, of whom at least one shall be from a community college and no more than one member from any one institution;
- c. One representative who serves as the registrar at an Idaho public postsecondary institution, which may be from the same institution represented above;
- d. One representative from the State Department of Education;
- e. Three representatives from a school district, with at least one from an urban district and one from a rural district, and no more than one member from any one district;
- f. One representative from the Division of Career Technical Education;
- g. One representative from the Department of Labor;
- h. One at-large member.

Appointments are made for two-year terms and commence on July 1st. Incumbent candidates can be reappointed as long as they are eligible to serve based on the Council's current membership structure.

Two K-12 seats are currently vacant due to career changes by two members. Applications for these vacancies were sought. Four applications were received and two were recommended by the Council for appointment.

IMPACT

If the Board appoints the recommended candidates, William Goodman and Scott Woolstenhulme, to the Council, all 13 seats on the Data Management Council will be filled. If the Board does not appoint the recommended candidates, the council will reopen the application.

ATTACHMENTS

- Attachment 1 – Data Management Council Current Membership Roster
- Attachment 2 – William Goodman Interest & Resume
- Attachment 3 – Scott Woolstenhulme Interest & Resume

STAFF COMMENTS AND RECOMMENDATIONS

The Data Management Council considered the applications during a meeting in August. Based on several factors including their experience with student data, the Council voted to recommend William Goodman to the Board for appointment as the K-12 urban representative and Scott Woolstenhulme as the K-12 at-large representative. Staff recommends approval.

BOARD ACTION

I move to approve the appointment of William Goodman to the Data Management Council as the K-12 urban district representative commencing immediately and ending June 30, 2024.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
October 18, 2023

I move to approve the appointment of Dr. Scott Woolstenhulme to the Data Management Council as the K-12 at-large district representative commencing immediately and ending June 30, 2024.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Data Management Council Membership

August 2023

Office of the Idaho State Board of Education

Dr. Cathleen McHugh (DMC Chair)

Chief Research Officer

Idaho State Board of Education

Member since 2018

Term: July 1, 2023 – June 30, 2025

Chris Campbell (DMC Vice-Chair)

Chief Technology Officer

Idaho State Board of Education

Member since 2015

Term: July 1, 2023 – June 30, 2025

Public Postsecondary Institutions

At-Large Institutions

Dr. Grace Anderson

*Vice President for Institutional Research,
Planning, and Effectiveness*

Lewis-Clark State College

Member since 2019

Term: July 1, 2023 – June 30, 2025

Dr. Shari Ellertson

*Senior Executive Director,
Institutional Effectiveness*

Boise State University

Member from 2015-18 and since 2023

Term: April 25, 2023 – June 30, 2024

Community College

Nashea Noble

*Institutional Data Analyst,
Planning & Effectiveness*

North Idaho College

Member since 2023

Term: June 21, 2023 – June 30, 2024

Public Postsecondary Institution Registrar

Dr. Lindsey Brown

University Registrar

University of Idaho

Member since 2022

Term: July 1, 2023 – June 30, 2025

State Department of Education

Ayaka Nukui

Director of Accountability

State Department of Education

Member since 2022

Term: June 14, 2022 – June 30, 2024

Public Postsecondary Institutions

At-Large School District

VACANT POSITION

Rural District

Scott Thomson

Executive Director

North Idaho STEM Charter Academy

Member since 2019

Term: July 1, 2023 – June 30, 2025

Urban District

VACANT POSITION

Division of Career Technical Education

Heather Luchte (DMC Secretary)

Chief Performance and Accountability Officer

Division of Career Technical Education

Member since 2014

Term: July 1, 2023 – June 30, 2025

Department of Labor

Georgia Smith

Deputy Director of Communications, Research and Determination Services

Idaho Department of Labor

Member since 2014

Term: July 1, 2022 – June 30, 2024

At-Large Representative

Todd King

Education Data Systems Reporting Manager

Idaho State Board of Education

Member since 2013

Term: July 1, 2023 – June 30, 2025



The Independent School District of Boise City

8169 W. Victory Road
Boise, Idaho 83709

(208) 854-4000
Fax (208) 854-4008

William Goodman
8169 W. Victory Road
Boise, ID 83709

June 8, 2023

Doug Armstrong
650 W. State Street #307
Boise, Idaho 83702

Mr. Armstrong:

I am currently seeking the position of urban district representative on the Idaho State Board of Education Data Management Council.

I started my career as a teacher in the Bruneau – Grand View Joint School District, and towards the end of that same year I was named District Technology Coordinator. As Technology Coordinator I was responsible for all data systems. I implemented the district's first student information system, the district's first learning management system, and built the process for submitting our ISEE data when the new data collection was started. I was responsible for collecting, analyzing, reporting and utilizing data in the district. This included instructing teachers in the use of data for their classrooms, and supporting all our disparate business systems. I also rebuilt or oversaw the updating of the entire district infrastructure including recabling all buildings, replacing most switches and routers, replacing most servers, updating the level of technology integration, installing a new phone system, installing camera systems, computerizing the heating and cooling system, replacing the copiers, and installing a computerized door lock system. In the district I served as a teacher, technology coordinator, athletic director, coach, mentor teacher, building Principal, and interim superintendent. I held many of the jobs simultaneously.

In 2012 I moved to work for the Mountain Home School District as their Director of Technology. As the Director of Technology for the District I oversaw the student information system, implemented the district's first instructional management system to provide student data to teachers, oversaw the ISEE reporting, rebuilding of all server, rebuilt the entire network, and the roll out of a K-6 one-to-one program. I also worked with teachers to help them utilize data throughout their practice.

In 2015 I briefly went to work for the State Department of Education as the Chief Technology Officer. I led the data department and ISEE teams.

I currently serve as the administrator of technology for the Boise School District. I oversee all data collection, the data departments, and ISEE reporting. I am currently leading the implementation of the district first data dashboard and data warehouse with the goal of providing actionable data to students, parents, teachers, community stakeholders, and administrators.

I also serve as an Idaho Education Technology Association board member, and as a state representative on the U.S. Department of Education's National Forum on Education Statistics. I have also served in several state and national committees including as vice chairman of the Education Opportunity Resource Committee, the Idaho Council for Technology and Learning's Public Education Information Committee, facilitator of the Legislative Broadband Access Study Interim Committee, was invited by the Federal

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An Equal Opportunity Employer-Educator

Communications Commission to participate and testify in the E-rate Modernization process, and have served on various other state work-groups and committees.

Through my various positions I have gained a wealth of experience in the collection and utilization of data in K-12 school systems. I believe I would be a great addition to the council and be able to provide support to the council and state.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Goodman", with a long horizontal flourish extending to the right.

William Goodman

E-MAIL: WILL.GOODMAN@BOISESCHOOLS.ORG

WILLIAM A. GOODMAN

OBJECTIVE

Seeking a position on the Idaho State Board of Education Data Management Council

POST SECONDARY EDUCATION

Master of Education

University of Idaho Moscow, ID Graduated: May 2011

- Major Emphasis: Educational Leadership
 - Areas of Certification: School Principal Pre-K – 12

Bachelor of Science in Secondary Education

University of Idaho Moscow, ID Graduated: May 2004

- Major Emphasis: Social Science
- Minor Emphasis: Political Science
 - Areas of Certification: History, Government, Economics, Geography, Anthropology, Psychology, and Sociology.

EDUCATION WORK EXPERIENCE

Boise School District (2021 – Present)

Boise, ID

Administrator of Information Technology (2021 – Present)

- Lead the research, development, evaluation, and implementation of the integration of technology into the educational environments of the organization.
- Lead and oversee the development of technology solutions to support curriculum development and adoption.
- Design and implement evaluative measures for the effectiveness of technology as a support to teaching and learning.
- Supervise, mentor, and evaluate the Instructional Technologists, Field Techs, and Help Desk units.
- Oversee data collection, reporting, analysis, and utilization at the student, teacher, and district level.
- Manage fiscal resources and vendor contracts/relationships.

Idaho Digital Learning Alliance (2019 – 2021)

Boise, ID

District of District Programs (2019 – 2021)

- Provide leadership in the development, evaluation and implementation of educational solutions with school districts, state entities, and private businesses.
- Collaborate and develop implementation and integration plans for IDLA programs into districts statewide.
- Assist in increasing awareness of IDLA programs through relationships established by traveling throughout the state, by public presentation, and through relationships with state and national leaders in education.

Mountain Home School District (2012 – 2019)

Mountain Home, Idaho

District of Operations (2017 – 2019)

- Oversee the finance, technology, maintenance, transportation, food service, and duplication departments.
- Maintain the district's servers, computers, switches, routers, wireless access points, and various softwares.
- Prepare and oversee the district budget
- Chair the district technology committees, and finance committees
- Oversee data collection, reporting, analysis, and utilization at the student, teacher, and district level.
- Act as complaint hearing officer

District of Technology (2012 – 2017)

- Oversee the Planning, maintenance, budgeting, and installation of district technologies.
- Maintain the district's servers, computers, switches, routers, wireless access points, and various softwares.
- Oversee technology staff.
- Chair the District Technology Committees.

- Oversee data collection, reporting, analysis, and utilization at the student, teacher, and district level.

Teacher of Social Sciences (2012)

- 2012-2012 Teacher High School classes in US History, and Government.

Idaho State Department of Education (2015)

Boise, Idaho

Chief Technology Officer (2015)

- Oversee the planning, maintenance, budgeting, installation, and maintenance of department technologies.
- Oversee the development and maintenance of department applications.
- Oversee statewide technology programs.
- Oversee technology staff.
- Server on Idaho Data Management Council

Bruneau – Grand View Joint School District (2004 – 2011)

Grand View, Idaho

District Technology Coordinator (2005 – 2011)

- Oversee the Planning, maintenance, budgeting, and installation of district technologies.
- Maintain the district's servers, computers, switches, routers, wireless access points, and various softwares.
- File all Erate forms.
- Oversee technology staff.
- Chair the District Technology Committee.
- Oversee data collection, reporting, analysis, and utilization at the student, teacher, and district level.

Building Administrator (2008 – 2011)

- 2008-2010 Athletic Director responsible for all athletic budgets, schedules, coach evaluations, student issues, and IHSA reporting.
- 2010-2011 Assistant Principal responsible for completing tasks as assigned by the building principal.
- 2011 Principal responsible for staff management, evaluations, student learning, parental contact, and building management.

Teacher of P.E., Health, Business Technology, and Social Sciences Classes. (2004 - 2011)

- 2004-2005 Teacher elementary P.E. and Health.
- 2005-2011 Teacher Junior High and High School classes in Geography, World History, US History, Social Science, Human Heritage, and Psychology.
- 2010-2011 Teacher Computer Applications, Web Design, Introduction to Computers, and Introduction to Information Technologies.
- 2010-2011 District Mentor Teacher. Trained in the New Teacher Center Mentor program. Responsible for assisting and mentoring new teachers.

COMMITTEES AND WORKGROUPS

Idaho Education Technology Association (IETA)

- (2016 – Present) Special Board Member, (2012 – 2016) President, (2010 – 2012) Region III Representative

US Department of Education's National Forum on Education Statistics

- (2016 – Present) State Representative

Idaho Education Opportunity Resource Committee

- (2016 – 2019) Vice Chair

Idaho Legislative Broadband Access Study Interim Committee

- (2015) Facilitator

Federal Communication Commission E-Rate Modernization Workshop

- (2014) Education Technology Experts Roundtable Participant

Idaho Council for Technology and Learning's Public Education Information Committee

- (2006 – 2008) Representative

REFERENCES

Coby Dennis

- Boise School District Superintendent, (208) 854-4000, coby.dennis@boiseschools.org

Ryan Gravette

- Director of Technology for Idaho Digital Learning, (208) 989-5758, ryan.gravette@idla.k12.id.us

James Gilbert

- Mountain Home School District Superintendent, (208) 587-2580, gilbert_jg@mtnhomesd.org

B  **NNEVILLE**
JOINT SCHOOL DISTRICT NO. 93
Designing Success for Every Student

3497 North Ammon Road, Idaho Falls, Idaho, 83401 ★ (208) 525-4400 ★ Fax (208) 557-6800 ★ www.d93schools.org

Dr. Scott Woolstenhulme, Superintendent

Monday, June 19, 2023

Dear Mr. Armstrong,

I am writing to express my interest in serving on the Data Management Council of the State Board of Education.

I have worked closely with Idaho's Statewide Longitudinal Data System (SLDS) since its inception in 2010. Over that time I have helped to oversee all aspects of the reporting system from Bonneville School District as I served in various capacities, including Superintendent, Director of Human Resources, Director of Technology, and Director of School Improvement. I continue to work with CLDS and ISEE reporting frequently.

I also have extensive background in data access and security, overseeing the implementation of security protocols for student personally identifiable information following the passage of 33-133 in 2014. I regularly guide our District's responses to public records requests, including those that may involve student or employee data. And, I have also been on the other side, requesting permission to use key information to research and publish findings about student learning outcomes as I earned my doctoral degree in Education Technology.

If you feel that my experience and education would be a benefit to this committee, then I am happy to serve on it.

Sincerely,



Dr. Scott G Woolstenhulme
Superintendent of Schools
Bonneville Joint School District 93

Board of Trustees ★ Chad Dance ★ Paul Jenkins ★ Carissa Coats ★ Randy Smith ★ Mindy Clayton

Scott G Woolstenhulme, EdS

3497 N Ammon Road, Idaho Falls, ID 83401 • (208) 525-4400 • woolstes@d93mail.com

Career Objective

Key Competencies

Administrative Experience

To lead a school culture where everyone takes collective responsibility to ensure every student feels safe, connected, and cared for and learns at high levels.

- Leading collaborative teams
- Building relationships
- Communicating effectively
- Strategic planning
- Building relationships
- Using data to improve instructional planning and decision-making

Bonneville Joint School District 93

Superintendent of Schools

March 2019- present

- 13,500 students enrolled in 25 different schools
- Led staff of 1,700 employees with an annual operating budget of \$100,000,000
- Led communications and public relations team to increase community understanding, trust, and support
- Fostered school culture based on the cornerstones of integrity, teamwork, positivity, and learning and literacy
- Supported principals, schools, and support services staff to implement the principles of Professional Learning Communities to improve adult and student learning.
- Led strategic plan to improve student learning including growth in K-3rd grade reading outcomes, improved graduation rates, and growth on state achievement tests
- Worked collaboratively to develop school and district-level plans to design support for student and adult social-emotional learning and support including system to report areas of concerns

Assistant Superintendent

June 2015 – February 2019

- Developed and directed district strategic improvement plan
- Oversaw expansion of dual credit program
- Developed and implemented policy changes
- Directed state and federal reporting
- Implemented systems to collect, report, and analyze feedback on district key performance indicators

Director of Human Resources

June 2016 – February 2019

- Guided principals and supervisors in staff hiring, discipline, and termination
- Innovated processes for recruiting and retaining qualified staff
- Directed staff evaluations
- Restructured department to provide more effective service
- Developed electronic forms to improve operational efficiency
- Developed Individual Professional Learning Plans for instructional staff
- Chaired district committees (Insurance, Stipend, Leadership Premium, Master Teacher, Criminal History Check, Sick Leave Bank)
- Developed model for equitably distributing certified FTE positions to schools
- Established goals and process for reorganizing school boundaries

June 2011- June 2016

Director of Technology

- Planned policy and infrastructure for Bring Your Own Device initiative
- Implemented 1:1 mobile device initiative in 1st - 6th grades
- Led implementation of Google Apps for Education and *Renaissance School of Excellence Program*
- Provided classes on technology integration
- Developed standards for evaluating protection of student data privacy
- Adopted instructional management system to provide systematic support and interventions for students
- Restructured district website to improve patron and community engagement
- Implemented system for online forms and document retention
- Planned and oversaw budget for Technology Department

Director of School Improvement & Assessment

June 2010 – February 2019

- Led district and school improvement planning
- Planned and directed district assessment program including common formative assessments, benchmark assessments, and student learning objectives
- Analyzed district and school achievement results to guide improvement
- Established district benchmark goals for student achievement
- Led professional development to improve assessment literacy
- Developed online tool to provide formative feedback to teachers from classroom walkthroughs

Principal, Cloverdale Elementary School

June 2009- June 2010

- Supervised and evaluated staff of 25 teachers with additional support personnel
- Planned and evaluated interventions for struggling students
- Analyzed student learning results to guide plan for improvement
- Developed Positive Behavior Supports program
- Implemented interventions to provide literacy intervention

Assistant Principal, Hillcrest High School

August 2004- June 2009

- Assisted with supervision and evaluation of 60 teachers and support personnel
- Innovated behavior interventions to improve outcomes of student discipline
- Guided efforts to improve parental engagement and involvement
- Supervised extracurricular activities to improve sportsmanship
- Created recognition programs for student achievements
- Developed processes to improve staff collaboration

Education**BOISE STATE UNIVERSITY, Boise, ID***Doctor of Education, Educational Technology November 2018*

- Dissertation: [How Teachers May Influence the Impact of Computer Adaptive Instruction: A Mixed-Methods Analysis of Implementing Lexia Core5 in Second-Grade Classrooms](#)

IDAHO STATE UNIVERSITY, Pocatello, ID*Education Specialist, Education Leadership May 2008***IDAHO STATE UNIVERSITY, Pocatello, ID***Master's, Education Leadership December 2003***BRIGHAM YOUNG UNIVERSITY, Provo, UT***Bachelor of Arts, English Teaching June 1997*

- Minor: Japanese

Competencies

- ♦ Advanced skills in Microsoft Office, including Excel
- ♦ Google Certified Educator
- ♦ Survey and data analysis with Qualtrics, Survey Monkey, SPSS, and spreadsheets
- ♦ Professional Certification, Qualtrics

Awards and Honors

- ♦ District 'Rilla Award for Excellence, Silverback Learning
- ♦ District Run Smarter Award, Laserfiche
- ♦ Regional Teacher of the Month, Eastern Idaho Elks Club
- ♦ Teacher of the Year, Shelley High School

Conference Presentations

- ♦ "Leveraging Technology to Build Community Understanding, Trust, and Support" *National RTM Summit, National School Public Relations Association, Idaho School Boards Association*
- ♦ "Why Public Schools Still Matter" *PMI East Idaho Professional Development Day*
- ♦ "Instructional Management Software: Unlocking the Potential of Professional Learning Communities," *Silverback Summit 2015 and 2016*
- ♦ "Protecting Student Privacy with Online Software," *Idaho Education Technology Association Conference, 2015*
- ♦ "How Technology Really Impacts Student Learning," *Idaho STEM Conferences keynote, 2015*
- ♦ "Formative Assessments with Edify Learning," *Silverback Summit 2016*
- ♦ "Effective Instructional Management Systems," Presentation to Idaho Senate and House Education Committees

**CONSENT
OCTOBER 18, 2023**

IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho State Rehabilitation Council Membership

REFERENCE

April 2018	Board appointed two current members to the Council and one new member.
June 2018	Board appointed two members to the Council.
August 2018	Board appointed one new member and re-appointed a former member to the Council.
June 2019	Board appointed three new members to the Council.
August 2019	Board appointed one new member to the Council.
October 2019	Board appointed one new member to the Council.
April 2020	Board appointed one new member and re-appointed two members to the Council.
June 2020	Board appointed four new members and re-appointed one member to the Council.
October 2020	Board appointed two new members to the Council.
June 2021	Board appointed one new member and re-appointed four members to the Council.
August 2021	Board appointed two new members to the Council.
October 2021	Board appointed one new member to the Council.
December 2022	Board appointed three new members to the Council.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section IV.G.
Idaho Code § 33-2202
Idaho Code § 33-2303
Code of Federal Regulations 34 CFR § 361

BACKGROUND/DISCUSSION

Code of Federal Regulations (34 CFR § 361.17) sets out the requirements for the State Rehabilitation Council, including the appointment and composition of State Rehabilitation Councils. The regulations require members of state councils to be appointed by the Governor or, in the case of a state that under State law vests authority for the administration to an entity other than the Governor, the chief officer of that entity. Idaho Code § 33-2303 designates the State Board for Career Technical Education as that entity. Idaho Code § 33-2202 designates the State Board of Education as the State Board for Career Technical Education “for the purpose of carrying into effect any acts by Congress “affecting vocational rehabilitation.”

Further federal regulations establish that the Council must be composed of at least fifteen (15) members, including:

CONSENT
OCTOBER 18, 2023

- i. At least one representative of the Statewide Independent Living Council, who must be the chairperson or other designee of the Statewide Independent Living Council;
- ii. At least one representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act;
- iii. At least one representative of the Client Assistance Program established under 34 CFR part 370, who must be the director, or another individual recommended by the Client Assistance Program;
- iv. At least one qualified vocational rehabilitation counselor with knowledge of, and experience with vocational rehabilitation programs who serves as an ex officio, nonvoting member of the Council if employed by the designated State agency;
- v. At least one representative of community rehabilitation program service providers;
- vi. Four representatives of business, industry, and labor;
- vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
- viii. Current or former applicants for, or recipients of, vocational rehabilitation services;
- ix. In a State in which one or more projects are carried out under section 121 of the Act (American Indian Vocational Rehabilitation Services), at least one representative of the directors of the projects;
- x. At least one representative of the State educational agency responsible for the public education of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act;
- xi. At least one representative of the State workforce investment board; and
- xii. The director of the designated State unit as an ex officio, nonvoting member of the Council.

Additionally, Federal Regulations specify that a majority of the council members must be individuals with disabilities who meet the requirements of 34 CFR § 361.5(b)(28) and are not employed by the designated State unit. Members are appointed for a term of no more than three (3) years, and each member of the Council may serve for not more than two consecutive full terms. A member appointed to fill a vacancy occurring prior to the end of the term must be appointed for the remainder of the predecessor's term. A vacancy in membership of the Council must be filled in the same manner as the original appointment, except the appointing authority may delegate the authority to fill that vacancy to the remaining members of the Council after making the original appointment.

The Council currently has one (1) reappointment for Board consideration. The

CONSENT
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Council is recommending the reappointment of Randi Cole as representative of the Idaho State Department of Education.

IMPACT

The reappointment will maintain compliance with CFR 34 Part 361.16 and result in fifteen (15) total members. The state department representative is required under the referenced section.

ATTACHMENTS

- Attachment 1 – Current Council Membership
- Attachment 2 – Nomination Form
- Attachment 3 – Cole Resume

STAFF COMMENTS AND RECOMMENDATIONS

The requested appointment meets the provisions of Board policy IV.G. State Rehabilitation Council, and the applicable Federal regulations.

Staff recommends approval.

BOARD ACTION

I move to re-appoint Randi Cole as a representative of the Client Assistant Program for a three-year term, effective immediately through October 18, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SRC Membership Composition

Members Shall Represent	Representation Required	Name	Region	Term	Term Ends	Voting Member	#	
Former Applicant or Recipient of VR services	Minimum 1	Mark Reinhardt	Treasure Valley	1st	12/20/2025	Yes	1	
		Stephanie Taylor-Thompson	Idaho Falls	1st	08/25/2024	Yes	2	
Parent Training & Information Center	Minimum 1	Sarah Gornik	Treasure Valley	2nd	6/30/2024	Yes	3	
Client Assistant Program	Minimum 1	Nancy Grant	Treasure Valley	1st	Effective 12/21/2022 No term limit	Yes	4	
Vocational Rehabilitation Counselor	Minimum 1	David White	Treasure Valley	1st	06/30/2024	No	5	
Community Rehabilitation Program	Minimum 1	Pam Harris	Coeur d'Alene	1st	06/30/2024	Yes	6	
Business, Industry and Labor	Minimum 4	Diana Colgrove	Coeur d' Alene	1st	12/20/2025	Yes	7	
		Darin Lindig	Treasure Valley	2nd	05/31/2024	Yes	8	
		Vacant						
		Vacant						
Disability Groups	No minimum or maximum	Vacant						
		Tim Blonsky	Treasure Valley	1st	08/25/2024	Yes	9	
		Dave Maxwell	Treasure Valley	2nd	05/31/2025	Yes	10	
		Vacant			Vacated 08/31/2023			
State Independent Living Council	Minimum 1	Jami Davis	Treasure Valley	1st	10/20/2024	Yes	11	
Department of Education	Minimum 1	Randi Cole	Treasure Valley	2 ND Term Reappointment Pending	08/31/2023	No	12	
Director of Vocational Rehabilitation	Minimum 1	Jane Donnellan	Treasure Valley	No end date		No	13	
Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	Blackfoot	No end date		Yes	14	
Workforce Development Council	Minimum 1	James Pegram	Treasure Valley	1st	06/30/2024	Yes	15	



STATE REHABILITATION COUNCIL NOMINATION FORM

Nominee's Name: Randi G. Cole

Please explain why you would like to serve on the State Rehabilitation Council

I would like to continue to support the communication efforts between education services and adult services for students and persons with disabilities. I want to continue to advocate to increase the collaboration of services between education and adult services to improve the employment outcomes for persons with disabilities.

What Boards, Commissions, Councils, or Task Forces, etc., have you previously, or currently served on?

Name: ID Interagency Council on Secondary Transition Term Date: Current

Name: _____ Term Date: _____

Name: _____ Term Date: _____

Name: _____ Term Date: _____

How many hours per month would you be able to commit to State Rehabilitation Council activities?

- 1 to 3 hours
- 4 to 6 hours
- 7 to 9 hours
- 10 or more hours

CFR 361.17(c)(1) Requires a majority of the Council members be individuals with disabilities. While your disclosure is voluntary, it would be a benefit to the Council in determining membership compliance.

Disability

- Yes
- No

Randi Greear Cole

Education

December 2003 | **M.Ed., Boise State University**

- Special Education, Exceptional Child Endorsement
- Special Education, Consulting Teacher Endorsement
- Social Studies Endorsement
- Psychology Endorsement

Experience

July 2020- Present | **Special Education Secondary Transition Coordinator**
Idaho State Department of Education | 650 West State St., Boise, ID 83702

Special Education Secondary Transition Coordinator for Kuna School Idaho State Department of Education. Consult and train Special Education staff, including Special Education Directors, teachers, and other Special Education Staff. Collaborate with other state agencies, councils, and working groups to further connections, opportunities, and outcomes of students with disabilities.

August 2017 – July 2020 | **Special Education Consulting Teacher**
Kuna School District | 711 E. Porter St., Kuna, ID 83634

Special Education Consulting Teacher for Kuna School District. Consult and train Special Education staff, including teachers, paraprofessionals, SLPs, and general education teachers. Consultation and training areas include Special Education procedures, best practices, and law. Coordinate with teams to complete file reviews to meet state regulations, work with staff to complete behavior assessments and plans, coordinate with teams work through MTSS processes at all levels. Collaborate with administrators and consulting teachers in surrounding districts to increase knowledge and gather information to build/strengthen KSD Special Education.

August 2013 – August 2017 | **Special Education Teacher**
Kuna High School | 637 E. Deer Flat Rd., Kuna, ID 83634

Special Education Teacher (Reading/Writing, Math, Transition, Social Skills, Academic Support), Case Manager (write and implement IEP's for 9-12 Special Education students). Special Education Department Chair (train and supervise Special Education staff, represent department in Student Leadership Team, maintain/supervise department budget), Mentor Teacher (mentor/guide new teachers in their first two years), Consulting Teacher (supervise student teachers), MTSS committee member, Para Academy Instructor.

June 2016 – June 2019 | **PREP Program Lead Teacher**

Boise State University | 1910 University Dr., Boise, ID 83725

Lead teacher for college preparation program for students with disabilities (partnership between Boise State University and Idaho Department of Transition). Supervise daily activities, Co-teach college preparation courses, supervise/train/advise Mentors.

August 2010 – August 2015 | Adjunct Professor

Boise State University | 1910 University Dr., Boise, ID 83725

Teach ED SPED 332, Language Arts for Students with Disabilities in an online forum (Fall 2010). ED CIFS 509 Curriculum, Instruction and Assessment Grades 6-12.

January 2009 – December 2010 | Adjunct Professor

College of Western Idaho | 5500 E. Opportunity Dr., Nampa, ID 83687

Teach a variety of introductory education courses in a classroom setting. EDUC 204, Families, Communities, and Culture. EDUC 205, Developmental and Individual Differences.

December 2000 – June 2013 | Special Education Teacher

Nampa Senior High School | 203 Lake Lowell Ave., Nampa, ID 83686

Special Education Teacher (Reading/Writing, Math, Transition, Social Skills, Academic Support, Extended Resource), Case Manager (write and implement IEP's for 9-12 Special Education students), Department Chair (train and supervise Special Education staff), Mentor Teacher (mentor/guide new teachers in their first two years), Instructional Coach (train and guide all new teachers and experienced teachers as needed).

March 2005 – May 2009 | Faculty

University of Phoenix, Idaho Campus | 1422 S. Tech Lane, Meridian, ID 83642

Teach a variety of Teacher Education courses and a General Education introduction class in a FlexNet setting (first/last class in a classroom, remainder online).

August 1998 – August 2000 | Developmental Specialist

Community Partnerships of Idaho | 3076 N. Five Mile Rd., Boise, ID 83713

Work with children with disabilities by providing developmental therapy to assist them in reaching developmental milestones and working toward independence. Evaluate children and develop Service Plans addressing goals and objectives for therapy. Supervise and train staff working with children in a therapeutic setting.

**CONSENT
OCTOBER 18, 2023**

DIVISION OF CAREER TECHNICAL EDUCATION (DIVISION)

SUBJECT

Limited Occupational Specialist Certificate Extension

REFERENCE

August 2017	The Division of Career Technical Education provided information about its first InSpIRE Cohort group during the Divisions annual progress report presentation, including information that some participants will need a one-year certificate extension in order to achieve the minimum of a Standard Occupational Specialist (SOS) Certificate upon renewal.
June 2018	The Board approved a waiver of IDAPA 08.02.02.015.06.b for one year for individuals participating in the first InSpIRE Cohort.
August 29, 2019	Board approved the waiver of IDAPA 08.02.02.015.06.b for one year for J. Young and J. Collier, extending the time to complete LOS requirements.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section VII.C.
Idaho Code § 33-1204
Idaho Administrative Code (IDAPA) 08.02.02.015.04.c.

BACKGROUND/DISCUSSION

Individuals coming from the private sector into the career technical education (CTE) teaching profession are awarded a Limited Occupational Specialist (LOS) certification for up to three (3) years while they meet the necessary requirements to obtain a Standard Occupational Specialist teaching certification.

Pursuant to IDAPA 08.02.02.015.04.c, Limited Occupational Specialist (LOS) Certificates are issued one-time for a three-year validity period. It is during this three-year period that successful applicants must complete one of two pathways. Pathway I requires the completion of identified coursework, and Pathway II requires completion of the Division's cohort training program. At the successful completion of the chosen pathway, the teacher is eligible to be awarded a standard occupational specialist certificate. The standard certificate is a five-year renewable certificate.

In July 2020, Brian Krupp, an Idaho educator with a standard instructional certificate endorsed to teach Earth and Space Science and Natural Science, working in the Cassia County School District applied for a LOS Certificate and was approved to be endorsed in the following CTE program areas:

CONSENT
OCTOBER 18, 2023

- 0151 CTE OS – Ornamental Horticulture (6-12)
- 0152 CTE OS – Plant and Soil (6-12)
- 0175 CTE OS – Ecology and Natural Resource Management (6-12)

Mr. Krupp's LOS certificate expired August 31, 2023. Extenuating circumstances prevented Mr. Krupp from completing all of the requirements associated with the LOS Certificate.

- The LOS certificate was approved near the beginning of the pandemic, making one course requirement difficult to access.
- A change in Mr. Krupp's teaching assignment, returning him to primarily science assignments no longer made it necessary for him to earn the standard occupational specialist certificate, as he was no longer teaching in the CTE program. His effort to meet requirements for renewable certification ceased at that time.

During the 2022-2023 school year, Cassia County School District appointed a new CTE Administrator who has actively worked with Cassia Alternative High School to give students access to CTE offerings. This change in focus at the school where Mr. Krupp's works now makes it necessary for him to retain an occupation specialist certification so that he is available to teach in the CTE programs.

IMPACT

Approval of this request would add one year to Mr. Krupp's LOS Certificate with validity dates of 9/1/2023-8/31/2024. This extension would allow him to teach in the CTE programs aligned to his endorsement areas and to complete coursework in Principles and Philosophies of CTE (currently enrolled), and coursework specific to wildlife interacting with nature. Successful completion of this coursework would make him eligible for the standard occupational specialist certificate.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

BOARD ACTION

I move to approve the request by the Division of Career Technical Education to waive the three-year limit of the interim certificate in IDAPA 08.02.02.015.04.C. for one year for Brian Krupp.

Moved by _____ Seconded by _____ Carried Yes No _____

CONSENT
OCTOBER 18, 2023

DIVISION OF CAREER TECHNICAL EDUCATION (DIVISION)

SUBJECT

Career Technical Educator Postsecondary Credentialing Manual

REFERENCE

August 2021 Board approved amendments to the Divisions Career Technical Educator Postsecondary Credentialing Manual

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-2203

BACKGROUND/DISCUSSION

Secondary and postsecondary education programs are required to have qualified teachers with career technical educator certification, with the applicable endorsement area approved by the Division. For postsecondary teachers, the requirements for certification and endorsement are established through the Career Technical Educator Postsecondary Credentialing Manual approved by the Board.

The manual was last updated and approved by the Board at the regular August 2021 Board meeting. At this time, the Division is requesting approval of technical changes related to terminology, and to add one additional endorsement for licensed health professionals to deliver introductory and intermediate CTE health profession pathway programs.

IMPACT

The proposed amendments would provide for terminology changes and add an additional endorsement area in health professions to expand availability of qualified instructors.

ATTACHMENTS

Attachment 1 – Postsecondary Credentialing Manual Amendments

STAFF COMMENTS AND RECOMMENDATIONS

The proposed changes are minimal and serve to keep the manual up to date. Board staff recommend approval.

BOARD ACTION

I move to approve the Postsecondary Credentialing Manual as amended in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Section IV: Postsecondary CTE Endorsements

Effective 10/9/2020 (Endorsement Code Numbers Yet to be Determined)

Agriculture, Food, and Natural Resources (AFNR)

Agribusiness
Agricultural Power Machinery
Animal Science
Horticulture
Ecology and Natural Resources Management

Business and Marketing (BAM)

Business Management and Administration
Digital Communications
Hospitality and Tourism
Marketing

Engineering and Technology Education (ETE)

Digital Media Production
Engineering Technology
Information Technology
Manufacturing Technology

Family and Consumer Sciences & Human Services (FCS&HS)

Apparel and Textiles
Early Childhood Services
Hospitality and Tourism
Human Services

Health Professions & Public Safety (HPPS)

Dental Assisting
Dental Hygiene
Dietitian
Emergency Medical Technician
Health Information Management
Health Professions - General
Medical Assisting
Medical Lab Technologies
Mental Health Assisting
Nursing Assistant
Occupational Therapy Technologies
Paramedic
Pharmacy Technology
Physical Therapy Technologies
Practical Nursing
Public Safety Technology
Radiologic Technologies
Rehabilitation Services
Surgical Technologist

Trades and Industry (T&I)

Automated Manufacturing
Building Trades Construction
Electronics Technology
Transportation Systems Technology

Other

Work Based Learning Coordinator
Related Subjects

CONSENT
October 18, 2023

STATE DEPARTMENT OF EDUCATION

SUBJECT

Emergency Provisional Certificate Recommendations

REFERENCE

April 2019	Board approved SDE recommendations for processing emergency provisional certificates
August 2019	Board approved SDE revised procedures regarding emergency provisional certificates
August 2021	Board approved SDE revised emergency provisional certificate process
October 2022	Board approved 76 provisional certificates for the 2022-2023 school year.
December 2022	Board approved 87 provisional certificates for the 2022-2023 school year.
February 2023	Board approved 31 provisional certificates for the 2022-2023 school year.
April 2023	Board approved 14 provisional certificates for the 2022-2023 school year.
June 2023	Board approved four (4) certificates for the 2022-2023 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §§ 33-1201, -1203

BACKGROUND/DISCUSSION

Idaho Code § 33-1201 requires that every person who is employed to serve in any elementary or secondary school in as a “teacher, supervisor, administrator, education specialist, school nurse or school librarian” “to hold a certificate issued under authority of the State Board of Education, valid for the service being rendered.” Idaho Code § 33-1203 allows the State Board of Education to authorize a provisional certificate for teachers when the candidate has at least two years of college training and an emergency has been declared. This section of code does not authorize issuance of emergency provisional certificates for pupil service staff or administrators.

School districts receive the same level of funding for staff with an emergency provisional certificate as they receive for an individual with a standard certificate. Funding for long-term substitutes is at the same level as non-certified classified staff.

Seventeen complete Emergency Provisional Certificate applications were received by the State Department of Education by August 16, 2023.

CONSENT
October 18, 2023

The Certification Department of the State Department of Education reviewed each candidate's full application. Each candidate presented below has completed at least two years of college training, making them eligible for emergency provisional certificate consideration. Each LEA has declared a hiring emergency, summarized the hiring efforts, and attested to the candidate's ability to fill the position.

The SDE is requesting authorization to issue provisional certificates as presented below.

Kuna School District #003

1. **Applicant Name:** Christopher Dixon
Certificate: Provisional Certificate
Endorsement(s): All Subjects K-8; Bilingual Education (K-12)
College Training: 60 credits
Declared Emergency Date: 8/8/2023
Hire/Assignment Date: 8/10/2023
Summary of Recruitment Efforts: The position was first posted in April 2023 on the district website, Indeed and edjobsIdaho. The district hosted a job fair and attended BSU's career fair in May. CSI, WGU and GCU were invited as guests to talk to classified employees and patrons about pathways to certification. The school district reached out to university College of Education programs to inquire about potential student teachers. The school district spoke with local school districts and current employees as well. Two applicants applied but only one was interviewed. Mr. Dixon holds an Associate of Arts degree in Elementary Education from the College of Western Idaho. He is currently enrolled in a teacher preparation program.

Snake River School District #052

2. **Applicant Name:** Aubrie Monk
Certificate: Provisional Certificate
Endorsement(s): All Subjects K-8
College Training: AA
Declared Emergency Date: 7/19/2023
Hire/Assignment Date: 8/1/2023
Summary of Recruitment Efforts: The district interviewed four applications for the position. The first applicant interviewed was with a teacher who has been placed on administrative leave by another school district and received a plea deal for pending charges. The other three applicants did not hold an Idaho teaching credential nor any other licensure in other states. Ms. Monk holds an Associate of Arts degree in General Studies from BYU Idaho.

Cassia County School District #151

3. **Applicant Name:** Halle Cooper
Certificate: Provisional Certificate
Endorsement(s): All Subjects K-8
College Training: 58 credits

CONSENT
October 18, 2023

Declared Emergency Date: 8/21/2023

Hire/Assignment Date: 7/2/2023

Summary of Recruitment Efforts: The position was posted on both the school district website and K12jobspot. Ms. Cooper has completed at least two years of college training.

4. Applicant Name: Tara Osterhout

Certificate: Provisional Certificate

Endorsement(s): All Subjects K-8

College Training: 48 credits

Declared Emergency Date: 8/21/2023

Hire/Assignment Date: 7/15/2023

Summary of Recruitment Efforts: The position was posted on both the school district website and K12jobspot. Ms. Osterhout worked as a paraprofessional in the school previously, and is the best fit for the position. Ms. Osterhout is enrolled in a Bachelor's of Arts, Elementary Education program with Western Governors University and has completed 48 credits as of the time of this application.

5. Applicant Name: Karen Thomander

Certificate: Provisional Certificate

Endorsement(s): All Subjects K-8

College Training: 65 credits

Declared Emergency Date: 8/21/2023

Hire/Assignment Date: 7/3/2023

Summary of Recruitment Efforts: The position was posted on both the school district website and K12jobspot. Ms. Thomander worked as a paraprofessional in the school previously, and is the best fit for the position. Ms. Thomander has completed at least two years of college training and is currently enrolled at the College of Southern Idaho.

Challis Joint School District #181

6. Applicant Name: Jamie Lamb

Certificate: Provisional Certificate

Endorsement(s): Biological Science (6-12); Natural Science (6-12)

College Training: 96 credits

Declared Emergency Date: 8/9/2023

Hire/Assignment Date: 8/9/2023

Summary of Recruitment Efforts: Ms. Lamb is in the second year of holding an emergency provisional certificate. The district posted the position on three different web sites for two months and received just one application. Ms. Lamb is currently enrolled in a Bachelor of Science, Science Education program with Western Governors University and has completed at least two years of college training. This is the second and final year this candidate will be eligible for an emergency provisional certificate.

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Emmett Independent School District #221

7. **Applicant Name:** Penn Peterson
Certificate: Provisional Certificate
Endorsement(s): Physical Science (6-12); All Subjects K-8
College Training: 115 credits
Declared Emergency Date: 6/21/2023
Hire/Assignment Date: 2022
Summary of Recruitment Efforts: Mr. Peterson is in the second year of holding an emergency provisional certificate. He was hired as a teacher for the LEA's alternative school, which is a hard to fill position. He is currently pursuing a bachelor's degree through Boise State University and intends to enroll with ABCTE upon completion of his degree. Mr. Peterson was the only candidate who met the criteria and is the best fit for the position. This is the final year this candidate will be eligible for an emergency provisional certificate.

Jefferson School District #251

8. **Applicant Name:** Xiomara Aroch
Certificate: Provisional Certificate
Endorsement(s): All Subjects K-8
College Training: BA
Declared Emergency Date: 8/9/2023
Hire/Assignment Date: 8/21/2023
Summary of Recruitment Efforts: The position was posted on the district employment website and Ms. Aroch was the only candidate. Ms. Aroch holds a Bachelor of Arts in University Studies from Idaho State University. Ms. Aroch does not currently hold a certificate and has not passed a Board approved content or pedagogy assessment. This candidate is not qualified for certification through an alternative authorization, but is qualified to apply for an emergency provisional certification.

Kendrick Joint School District #283

9. **Applicant Name:** Victoria Curry
Certificate: Provisional Certificate
Endorsement(s): Music (K-12)
College Training: BA
Declared Emergency Date: 7/17/2023
Hire/Assignment Date: 7/17/2023
Summary of Recruitment Efforts: The position was advertised as of 4/6/2023 via newspaper, internet, social media. Three applicants were interviewed and none held certifications. No existing staff could be moved or to add an Alternative Authorization. Ms. Curry does not currently hold a certificate and has not passed a Board approved content or pedagogy assessment. This candidate isn't qualified for certification through an alternative authorization, but is qualified to apply for an emergency provisional certification.

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Payette School District #371

- 10. Applicant Name:** Tracy Bratcher
Certificate: Provisional Certificate
Endorsement(s): Mathematics - Middle Level (5-9)
College Training: 61 credits
Declared Emergency Date: 8/14/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: In July, the school lost two math teachers who moved outside of the district. The positions were advertised for the remainder of the month and for the first nine days of August on the online application tool, Clear Company - a company that posts to SchoolSpring, Indeed and Zip Recruiter. The position was also posted to edjobsIdaho. One certified candidate from out-of-state was hired. Candidates from overseas applied, but it would have taken a year to process their certification. Mr. Bratcher is enrolled in a Bachelor of Science, Elementary Education at Grand Canyon University. He has completed at least two years of college training. This is the second and final year this candidate will be eligible for an emergency provisional certificate.
- 11. Applicant Name:** Aeverie Burns
Certificate: Provisional Certificate
Endorsement(s): All Subjects K-8
College Training: 58 credits
Declared Emergency Date: 8/14/2023
Hire/Assignment Date: 6/12/2023
Summary of Recruitment Efforts: Ms. Burns emerged as the strongest candidate. She was hired under the assumption she would be able to student teach in the Fall. The university has not updated Ms. Burns' plan or grades for this to take place. The candidate has worked as a classified employee. She is familiar with students and staff. Ms. Burns is enrolled in a Bachelor of Arts, Elementary Education program at Western Governors University. She has completed at least two years of college training.
- 12. Applicant Name:** Natalie Sheldon
Certificate: Provisional Certificate
Endorsement(s): All Subjects K-8
College Training: 54 credits
Declared Emergency Date: 8/14/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: In late June, the district lost a teacher who accepted another position. The position was advertised on SchoolSpring, Indeed, Zip Recruiter and edjobsIdaho. Three of the applicants required visas they did not have and one is the current candidate. She has worked as a paraprofessional and is familiar with the students. Ms. Sheldon is enrolled in a Dual Bachelor of Arts, Elementary Education and Special Education program

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through Western Governors University. She has completed at least two years of college training.

13. Applicant Name: Casie Stromberg

Certificate: Provisional Certificate

Endorsement(s): All Subjects K-8

College Training: 73 credits

Declared Emergency Date: 8/14/2023

Hire/Assignment Date: sent email

Summary of Recruitment Efforts: Ms. Stromberg was the strongest candidate. She was hired with the assumption she would be able to student teach in the Fall, but plan outlines this will take place in Summer/Fall of 2024. She has worked as a classified employee in the district and is familiar with staff and students. Ms. Stromberg is enrolled in a Bachelor of Arts, Elementary Education program through Western Governors University. She has completed at least two years of college training.

Buhl School District #412

14. Applicant Name: Samantha Ourique

Certificate: Provisional Certificate

Endorsement(s): All Subjects K-8

College Training: 58 credits

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/9/2023

Summary of Recruitment Efforts: The position was posted in-house for three days after a teacher resigned in June. No applicants responded, therefore , it was posted on the website. The district tried recruiting candidates by calling, emailing and spreading the word, orally. The current candidate worked for the elementary summer school and expressed interest. Ms. Ourique is enrolled in a Bachelor of Science program through Idaho State University and is pursuing both Elementary and Middle School endorsements. She has completed at least two years of college training.

Filer School District #413

15. Applicant Name: Marisa Crozier

Certificate: Provisional Certificate

Endorsement(s): Mathematics (6-12)

College Training: AA

Declared Emergency Date: 5/5/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: The high school lost three math teachers to other districts this spring. The schedule was adjusted to accommodate one less math teacher. A math position has been posted on the school webpage and EdJobIdaho since early spring. The school received two applications and interviewed both candidates. The candidate hired is finishing her BA in 23-24 and then will continue with CSI-NTEPP.

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16. Applicant Name: Davis Fischer

Certificate: Provisional Certificate

Endorsement(s): Mathematics (6-12); Biological Science (6-12)

College Training: BA

Declared Emergency Date: 8/8/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: The high school lost three of four math teachers to other districts this spring. The schedule was adjusted to accommodate one less math teacher. A math position has been posted on the school webpage and EdJobIdaho since early spring. The school received two applicants and interviewed both candidates. The candidate has his BA but unsure which direction he wants to go in his teaching career. He will move onto a teacher training program in the 24-25 school year. Mr. Fischer does not currently hold a certificate and has not passed a Board approved content or pedagogy assessment. This candidate is not qualified for certification through an alternative authorization, but is qualified to apply for an emergency provisional certification.

IMPACT

If the Board approves the request, the SDE will be authorized to issue emergency provisional certificates to the qualifying candidates. An emergency provisional certificate is effective for one (1) year. No financial penalties will be assessed to the LEA while an emergency provisional certificate is in effect.

If the Board does not approve the request, the SDE will not be authorized to issue the requested emergency provisional certificates. The school district would be required to pursue other hiring options and may face financial impact.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff verified that each candidate has completed at least two years of college training and that the school district declared a hiring emergency. All candidates have been hired by a local education agency as teachers for the 2023-2024 school year.

Staff recommends that the Board authorize the State Department of Education to issue one-year provisional certificates for candidates 1-16 as presented above.

BOARD ACTION

I move to authorize the State Department of Education to issue emergency provisional certificates for candidates 1-16 as presented above, effective for the 2023-2024 school year only and pending a cleared background check.

Moved by _____ Seconded by _____ Carried Yes _____ No _____