

**CONSENT
JUNE 12-13, 2024**

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TAB	DESCRIPTION	ACTION
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BOISE STATE UNIVERSITY

SUBJECT

Employment Agreements for Assistant Football Coaches

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State is requesting approval of employment agreements with three football assistant coaching staff. The coaching staff include Dirk Koetter, Offensive Coordinator, Erik Chinander, Defensive Coordinator and Stacy Collins, Assistant Head Coach / Special Teams Coordinator / Linebackers.

The contracts are similar to the standard issued by Boise State University and are in conformance with the template provided by the Board.

Dirk Koetter is a senior analyst for Boise State; a new contract and term are proposed to promote him to offensive coordinator. Koetter has been on staff since January of 2022. Last season he served as the senior analyst and the year prior as the interim offensive coordinator. After Koetter served as Boise State's head coach from 1998 to 2000, he spent 14 years in the NFL, including three seasons as head coach of the Tampa Bay Buccaneers.

Erik Chinander is an assistant coach for Boise State; a new contract and term are proposed to promote him to defensive coordinator. Over the last season, he served as the assistant head coach, defensive line coach and the defensive run-game coordinator. Chinander was previously the defensive coordinator at Nebraska and UCF.

Stacy Collins is returning to Boise State after spending the past two seasons as the special teams coordinator and EDGE coach for Penn State. Previously, under Collins' leadership, Boise State finished fifth in the nation and led the Mountain West Conference in punt returns. In addition, Boise State's kickoff defense was second in the MW and 36th in FBS during his tenure.

IMPACT

Salaries for the assistant coaches are funded with program revenues, media, donations and other non-state funds. Terms are as follows:

Dirk Koetter

Term: Contract for eleven months.

Base Compensation:

\$460,000 (March 1, 2024 through January 17, 2025)

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Signing Bonus:
One-time payment of \$5,000 paid within 45 days of execution of agreement.

Erik Chinander

Term: Contract for two years and approximately two months.

Base Compensation:

Year 1 & 2: \$440,000 (January 8, 2024 through Feb. 28, 2026)

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

Year 1 (January 8, 2024 – February 28, 2025):

In Conference: \$440,000

Non-Conference: \$220,000

Professional League: \$110,000

Year 2 (March 1, 2025 – Feb. 28, 2026):

In Conference: \$220,000

Non-Conference: \$110,000

Professional League: \$55,000

Stacy Collins

Term: Contract for two years and approximately two months.

Base Compensation:

Year 1 & 2: \$350,000 (January 12, 2024 through Feb. 28, 2026)

Signing Bonus:

One-time payment of \$15,000 paid within 45 days of execution of agreement.

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

Year 1 (January 12, 2024 – February 28, 2025):

In Conference: \$350,000

Non-Conference: \$175,000

Professional League: \$87,500

Year 2 (March 1, 2025 – Feb. 28, 2026):

In Conference: \$175,000

Non-Conference: \$87,500

Professional League: \$43,750

All Coordinators

Pay for Performance - Athletic:

Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game:

Participates in the Conference Championship Game 4% of salary

Conference Champions 6% of salary

**Non-CFP Bowl Game Win 2% of salary

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Maximum Cumulative Regular Season & Non-CFP Payout 10% of salary

College Football Playoff (“CFP”):

Participates in a first-round game of the College Football Playoff (including a first-round bye)	8% of salary
Participates in a quarterfinal game of the CFP	10% of salary
Participates in the semifinal game of the CFP	12% of salary
Participates in the national championship game of the CFP	16% of salary
College Football Playoff Champions	20% of salary

Maximum Cumulative College Football Playoff Payout 20% of salary

Pay for Performance - Academics:

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

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

All Incentive Pay amounts pursuant to Section 3.2 shall be cumulative within each of the following sections described above and shall in no event exceed the cumulative total supplemental compensation payment amounts in one contract Year. For these purposes, the year ends on the last day of February:

- a) 10% of salary - Regular Season & Non-College Football Playoff (“Non-CFP”) Bowl Game and Academic (“APR”) Achievement Incentive Pay
- b) 20% of salary - College Football Playoff (“CFP”)

ATTACHMENTS

Attachment 1 – 2018-2022 APR Summary

Attachment 2 – Proposed Contract for Dirk Koetter

Attachment 3 – Redline of Koetter Proposed Contract to Model Agreement

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Attachment 4 – Koetter Maximum Compensation Calculation
Attachment 5 – Base Salary and Incentive Comparison – Offensive Coordinators
Attachment 6 – Liquidated Damages Comparison – Offensive Coordinators

Attachment 7 – 2018-2022 APR Summary
Attachment 8 – Proposed Contract for Erik Chinander
Attachment 9 – Redline of Chinander Proposed Contract to Model Agreement
Attachment 10 – Chinander Maximum Compensation Calculation
Attachment 11 – Base Salary and Incentive Comparison – Defensive Coordinators
Attachment 12 – Liquidated Damages Comparison – Defensive Coordinators

Attachment 13 – 2018-2022 APR Summary
Attachment 14 – Proposed Contract for Stacy Collins
Attachment 15 – Redline of Collins Proposed Contract to Model Agreement
Attachment 16 – Collins Maximum Compensation Calculation
Attachment 17 – Base Salary and Incentive Comparison – Special Teams Coord
Attachment 18 – Liquidated Damages Comparison – Special Teams Coordinator

STAFF COMMENTS AND RECOMMENDATIONS

The proposed employment agreements are in substantial conformance with the Board’s model contract. Information regarding the Boise State University’s obligation to pay liquidated damages and how that compares to other institutions is included in the Attachments 6, 12 and 18.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into employment agreements with Dirk Koetter - Offensive Coordinator, Erik Chinander - Defensive Coordinator and Stacy Collins - Assistant Head Coach / Special Teams Coordinator / Linebackers for its football team, as presented in the attached documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BOISE STATE UNIVERSITY

Football APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2018-19	2019-20	2020-21	2021-22
Football	997	983	990	982
<i>National % Rank by Sport</i>	<i>90-100</i>	<i>80-90</i>	<i>90-100</i>	<i>70-80</i>

REPORT YEAR
Raw Score for single year
<i>Percentile Rank for Sport</i>

MULTI-YEAR APR (4-Year Rolling Average)

Football	981	985	990	988
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EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

1.3. Duties. Coach shall serve as the Offensive Coordinator of the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as assistant coach of the Team, 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 eleven (11) months, commencing on March 1, 2024 and terminating, without further notice to Coach, on January 17, 2025 unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1. Regular Compensation.

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

- a) An annual salary of \$460,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; and
- b) A one-time signing bonus payment of \$5,000 will be paid within 45 days after the execution of this agreement; and
- c) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- d) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements except that, in accordance with Board Policy II.H.6.b.ii, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and
- e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

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

3.2.1 Athletic Achievement Incentive Pay.

Regular Season & Non-College Football Playoff (“Non-CFP”) Bowl Game:

Participates in the Conference Championship Game	4% of salary
Conference Champions	6% of salary
**Non-CFP Bowl Game Win	2% of salary

Maximum Cumulative Regular Season & Non-CFP Payout 10% of salary

College Football Playoff (“CFP”):

Participates in a first-round game of the College Football Playoff (including a first-round bye)	8% of salary
Participates in a quarterfinal game of the CFP	10% of salary
Participates in the semifinal game of the CFP	12% of salary
Participates in the national championship game of the CFP	16% of salary
College Football Playoff Champions	20% of salary

Maximum Cumulative College Football Playoff Payout 20% of salary

Coach shall be eligible for supplemental compensation from each of the provisions listed above (subject to the maximums described at the end of each section), except in the event the Team shall participate in a CFP Bowl, then the supplemental compensation relating to winning a non-CFP Bowl game, the category identified by “**”*” above, shall be inapplicable, since the CFP Bowl game incentives will be applicable.

Any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be paid on the first regular pay date in February 2025.

3.2.2. Academic Achievement Incentive Pay.

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

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

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

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

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

All Incentive Pay amounts pursuant to Section 3.2 shall be cumulative within each of the following sections described above and shall in no event exceed the cumulative total supplemental compensation payment amounts in one contract Year. For these purposes, the year ends on the last day of February:

- a) 10% of salary - Regular Season & Non-College Football Playoff (“Non-CFP”) Bowl Game and Academic Achievement (“APR”) Incentive Pay
- b) 20% of salary - College Football Playoff (“CFP”)

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

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

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

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

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

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

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

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

ARTICLE 4

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

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

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

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

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

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

4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.

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

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.5 of this Agreement.

5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which

notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

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

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

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

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

5.3. Termination of Coach for Convenience of University.

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

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

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

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

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

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

5.4. Termination 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, 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, 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, and the University policies.

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

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

Coach: Dirk Koetter
 Last known address on file with
 University's Human Resource Services

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

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

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

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

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

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

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

University

Coach

Jeramiah Dickey
Director of Athletics

Dirk Koetter

Date

Date

Dr. Marlene Tromp
President

Date

Approved by the Idaho State Board of Education on the ____ day of _____, 2024

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EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

1.3. Duties. Coach shall serve as the Assistant Coach Offensive Coordinator of the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as assistant coach of the Team, 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 twelve eleven (1211) months, commencing on Month #, 20##March 1, 2024 and terminating, without further notice to Coach, on Month ##, 20#January 17, 2025 unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1. Regular Compensation.

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

- a) An annual salary of \$460,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; and
- b) A one-time signing bonus payment of \$5,000 will be paid within 45 days after the execution of this agreement; and
- c) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- ed) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements except that, in accordance with Board Policy II.H.6.b.ii, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and
- d) ~~Assignment of one vehicle through the University's Department of Athletics (the Department) trade out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and~~
- ee) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

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

3.2.1 Athletic Achievement Incentive Pay.

Regular Season & Non-College Football Playoff (“Non-CFP”) Bowl Game:

<u>Participates in the Conference Championship Game</u>	<u>4% of salary</u>
<u>Conference Champions</u>	<u>6% of salary</u>
<u>**Non-CFP Bowl Game Win</u>	<u>2% of salary</u>

Maximum Cumulative Regular Season & Non-CFP Payout 10% of salary

College Football Playoff (“CFP”):

<u>Participates in a first-round game of the College Football Playoff (including a first-round bye)</u>	<u>8% of salary</u>
<u>Participates in a quarterfinal game of the CFP</u>	<u>10% of salary</u>
<u>Participates in the semifinal game of the CFP</u>	<u>12% of salary</u>
<u>Participates in the national championship game of the CFP</u>	<u>16% of salary</u>
<u>College Football Playoff Champions</u>	<u>20% of salary</u>

Maximum Cumulative College Football Playoff Payout 20% of salary

Coach shall be eligible for supplemental compensation from each of the provisions listed above (subject to the maximums described at the end of each section), except in the event the Team shall participate in a CFP Bowl, then the supplemental compensation relating to winning a non-CFP Bowl game, the category identified by “**” above, shall be inapplicable, since the CFP Bowl game incentives will be applicable.

Any supplemental compensation awarded as -Athletic Achievement Incentive Pay shall be paid ~~on the first regular pay date in Month 20##February 2025, as long as Coach remains continuously employed as the Assistant Coach on that date.~~

3.2.2. Academic Achievement Incentive Pay.

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

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

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

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

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

All Incentive Pay amounts pursuant to Section 3.2 shall be cumulative within each of the following sections described above and shall in no event exceed the cumulative total supplemental compensation payment amounts in one contract Year. For these purposes, the year ends on the last day of February:

- a) 10% of salary - Regular Season & Non-College Football Playoff (“Non-CFP”) Bowl Game and Academic Achievement (“APR”) Incentive Pay
- b) 20% of salary - College Football Playoff (“CFP”)

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

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

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

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

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

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

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

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

ARTICLE 4

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

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

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

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

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

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

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4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.

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

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.5 of this Agreement.

5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension, reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which

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notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

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

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

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

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

5.3. Termination of Coach for Convenience of University.

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

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

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

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

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

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

5.4. Termination 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, 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, 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, and the University policies.

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

University

Coach

Jeramiah Dickey
Director of Athletics

~~Name of Coach~~ Dirk Koetter

Date

Date

Dr. Marlene Tromp
President

Date

Approved by the Idaho State Board of Education on the _____ day of _____, 2024

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Coach Dirk Koetter Maximum Compensation Calculation - 2024-2025

		Year 1
3.1.1a	Annual Base Salary	\$ 460,000.00
3.1.1b	One-Time Signing Bonus	\$ 5,000.00
3.2.1 & 3.2.2	Additional Pay based on Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game & Academic Achievement (max cumulative payout)	\$ 46,000.00
3.2.1	Additional Pay based on College Football Playoff ("CFP") (max cumulative payout)	\$ 92,000.00
	Total Maximum potential annual compensation under Employment Agreement	\$ 603,000.00

CONSENT
JUNE 12-13, 2024

Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference

Coach	School	Base Salary	Incentives
Mike Thiessen	Air Force	Unknown	Unknown
Dirk Koetter	Boise State	\$ 460,000	See Contract
Matt Mumme	Colorado State	\$ 275,000	Unknown
5.01 Compensation.			
Pat McCann	Fresno State	\$ 300,000	<p>a. Base Salary. The base salary paid by the University to Employee for their services and the satisfactory performance of the terms and conditions of this Appointment Letter in the position of Assistant Football Coach: Offensive Coordinator, shall be funded by two sources: the University at the rate of \$20,063.00 per month and the Fresno State Athletic Corporation at the rate of \$4,937 per month for a total of \$25,000 per month, \$300,000 on an annual basis, payable in equal monthly warrants by the University, and semi-monthly warrants by the Athletic Corporation, to Employee on or about the last day of each consecutive calendar month during the term of this appointment. Salary will be reviewed annually at the conclusion of the collegiate football season.</p> <p>b. Supplemental Compensation. The Fresno State Athletic Corporation will pay to Employee supplemental compensation based upon the criteria set forth below so long as Employee is employed by California, State University, Fresno in the position of Assistant Football Coach: Offensive Coordinator. The annual bonus determination process will begin at the completion of each fiscal year. The process will continue until all applicable data has been quantified and confirmed but will be paid out no later than November 30th of the following fiscal year. Supplemental compensation is neither reports to CalPERS, nor eligible for inclusion in any Cal PERS retirement calculation.</p> <p>Assistant Football Coach: Offensive Coordinator acknowledges and agrees that in order to qualify for any bonus under any portion of this Agreement, Assistant Football Coach: Offensive Coordinator must operate within the (sport) program's established budget parameters and follow normal and accepted departmental and University fiscal policies and procedures, and otherwise comply with Athletics Department, University, Mountain West and NCAA rules and regulations. More specifically, Assistant Football Coach: Offensive Coordinator understands that they will not receive any bonuses if the program is determined to be fiscally irresponsible with spending for budget controllable items (team travel, recruiting, meals, temporary help and equipment). Assistant Football Coach: Offensive Coordinator also understands that they will not receive any</p>

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JUNE 12-13, 2024

Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference

bonus(es) under any provision herein if the University, Mountain West or NCAA concludes or has a reasonable basis to believe that Assistant Football Coach: Offensive Coordinator participated in or failed to report any level of violations of University, Mountain West or NCAA rules or regulations. In addition, Employee understands that they will only receive a pro-rata share of any bonus that they would otherwise be eligible to receive if Employee resigns, if Employee is reassigned from position as Assistant Football Coach: Offensive Coordinator, or if Employee is placed on administrative leave prior to the end of the Football Program's season. The pro rata share will be based on the percentage of the Football Program's games that they coached at the time they are placed on leave or reassigned in relation to the Football Program's total number of regular season games.

1) Use of Automobile: The Fresno State Athletic Corporation will provide Employee with the exclusive use of an automobile, including insurance, repairs and gas. The Employee is responsible for payment of gas for the Employee's personal use of the vehicle. Any personal use of the vehicle by the Employee is considered as imputed income for tax purposes. In the event automobiles are not available through the dealer program, the Employee may receive a monthly vehicle stipend of \$400 in lieu of the use of an automobile.

2) Affiliated Conference Success

- a) Eight percent (8%) of current annual base salary if Mountain West Conference or at-large bowl game participant
- b) Ten percent (10%) of current annual base salary if Mountain West Conference or at-large bowl game and Mountain West Conference Division Champions
- c) Twelve percent (12%) of current annual base salary if Mountain West Conference or at-large bowl game and Mountain West Conference Championship game winner
- d) Sixteen percent (16%) of current base salary if Mountain West Conference Championship game winner and BCS/CFP bowl game participant

Must be employed as the Assistant Coach: Offensive Coordinator at the bowl game to be eligible for any of these bonuses. Only the highest benchmark shall be awarded.

3) Additional Bonus Opportunities

- a) \$5,000 – Ranked in the top 3 in the Mountain West Conference for scoring offense.
- b) \$5,000 – Ranked in the top 15 in the nation for total offense.
- c) \$5,000 – Ranked in the top 15 in the nation for fewest turnovers lost.

The performance relating to the Mountain West Conference (MWC) ranking will be evaluated at the conclusion of the MWC regular season (excluding the MWC Championship contest). However, the national rankings will be concluded at the end of the regular season contests for all Division I FBS conferences.

Supplemental Compensation (Bonuses): As referenced above, the maximum annual amount to be paid in any fiscal year is \$50,000 excluding Bowl Participation subsection (d).

Ian Shoemaker	Hawaii	\$ 350,004	Unknown
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**CONSENT
JUNE 12-13, 2024**

Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference

Derek Sage	Nevada	\$ 275,000	<p>5.1 Salary</p> <p>The salary paid by the University to the Employee for all services and satisfactory performance of the terms and conditions of this Agreement shall be at the rate of \$275,000 per fiscal year (" Salary") for the period remaining in the Term of the Agreement prorated to the portion of the fiscal year the Employee is actually employed (a fiscal year begins on July 1 and ends the following June 30), and payable in equal monthly installments by the University to the Employee on the first working day of each consecutive calendar month during the Term. Notwithstanding this Article 5.1, in the event there are salary reductions throughout the Nevada System of Higher Education for any fiscal year during the Term, Employee's salary shall be reduced by the same percentage and in the same manner as other non-tenured faculty of University through the mechanisms required by the Board of Regents, such as, for example, pay cuts and unpaid leave days. If the Nevada State Legislature grants a Cost of Living (COLA) increase for state employees and if the Nevada System of Higher Education authorizes a COLA increase for its employees, Employee is not entitled to receive a COLA increase. If the Nevada State Legislature funds merit awards for Nevada System of Higher Education faculty and the Nevada System of Higher Education and University authorizes merit awards for University employees, Employee is not eligible to participate in the merit program.</p> <p>5.3 Initial Employment Allowance and Expenses</p> <p>Within thirty (30) days of beginning employment, Employee shall receive an additional one-time gross payment of \$4,500 as an initial employment allowance. In the event that Employee terminates employment pursuant to Section 6.2 of this Agreement prior to January 9, 2023, Employee shall repay the initial employment allowance to University in full within ten (10) days of termination. In the event Employee fails to repay the allowance, the gross amount shall be deducted from Employee's final paycheck and, to the extent such final paycheck is insufficient to cover such amount, the balance shall bear simple interest at the rate of either (8) percent per annum until paid in full.</p> <p>The University will reimburse the Employee for all travel and out-of-pocket expenses reasonably incurred by him for the purpose of and in connection with the performance of Employee's duties under this Agreement, including, but not limited to, expenses incurred while recruiting and scouting. Such reimbursement shall be made in accordance with standard reimbursement rates and procedures of the University upon presentation to the University of standard travel reimbursement forms, vouchers or other statements itemizing such expenses in reasonable detail.</p> <p>5.4 Automobile</p> <p>The University, as additional compensation to the Employee, shall pay Employee a monthly stipend of \$350 as an automobile stipend, only so long as Employee serves as the Football Offensive Coordinator Assistant Coach.</p>
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JUNE 12-13, 2024

Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference

Bryant Vincent

New Mexico

\$ 350,000

2. **Salary and Contract Period:** The Contract Term shall be for **two (2) years** for the period **February 1, 2023** through **January 30, 2025** (the "Contract Term") which constitutes **two (2)** separate and distinct contract employment years (each a "Contract Employment Year" or collectively the "Contract Employment Years"). Coach's base salary is **Three Hundred Fifty Thousand (\$350,000)** for **Contract Employment Year One (1)** (February 1, 2023 – January 30, 2024). Coach's base salary is **Three Hundred Fifty Thousand (\$350,000)** for **Contract Employment Year Two (2)** (February 1, 2024 – January 30, 2025). Coach will not be entitled to salary increases as provided in University Administrative Policy (UAP) 3500, Wage and Salary Administration, Section 4.1. Coach understands and agrees that this Contract does not guarantee or entitle Coach to any annual increases in base salary unless otherwise expressly provided in this Section. Employer-paid fringe benefits shall be paid in addition to the base salary consistent with University policies, provided, however, that Coach may accrue up to 168 hours of paid annual leave but will not be entitled to payment for unused annual leave upon separation from employment as provided in UAP 3400, Annual Leave, Section 7. In the event the University suffers significant financial crisis, whether such occurs before or after the execution of this Agreement, the base salary amount set forth herein shall be reviewed by the DIA, and, in the DIA's sole discretion, may be modified in order to comply with University actions in responding to the financial crisis; provided, however, that in no event shall such base salary be modified by more than fifty percent (50%). Similarly, the University reserves the right to furlough Coach for a duration not to exceed fifty percent (50%) of the Contract Term.
3. **Other Compensation:** In addition to the base salary set forth above, Coach shall receive from the University the following compensation:
- a. **Car Donor Program:** Subject to availability and at the discretion of the DIA, in accordance with the Lobo Club car donor program and in cooperation with local Albuquerque car and truck dealers, the University or Lobo Club may provide a courtesy car for Coach's personal and business use. Coach shall be responsible for obtaining automobile liability insurance in accordance with insurance laws of the State of New Mexico, and shall comply in all respects with the rules and procedures of the car donor program now in place and as they may change over time. In addition, Coach shall comply with all federal and state laws, National Collegiate Athletic Association (NCAA) rules, University policies, and any other policies or directives of the Athletic Department applicable to the car donor program. Coach understands and agrees that the provision of a courtesy car is in the exclusive discretion of the DIA, and that Coach will surrender any courtesy car provided upon request of the DIA. Coach further understands and agrees that any courtesy car provided pursuant to this Section constitutes taxable compensation to Coach and that Coach is solely responsible for the tax consequences associated therewith.
- b. **Travel:** Coach's spouse or domestic partner (as described in UAP 3790, Domestic Partners) and minor dependent children may be added to the official University travel party to regular season away and post-season games within the continental United States as determined at the DIA's exclusive discretion and subject to availability of funds. Coach understands and agrees that the value of this benefit likely is taxable compensation to Coach, and that Coach is solely responsible for the tax consequences associated therewith.
- c. **Relocation Allowance:** Coach is eligible for a relocation allowance for costs associated with relocation in accordance with UAP 4020, New Employee Relocation Allowance. The amount for relocation expenses under this section will be a one-time amount of **Fifteen Thousand Dollars (\$15,000)**, paid to Coach in Coach's first regular paycheck upon the successful completion of a Relocation Allowance Request form to be submitted by the hiring officer. Relocation allowance amounts and the value of any hotel rooms or temporary housing provided at no cost to the Coach during the relocation period are reported as taxable income to the Coach, and applicable withholding taxes will be withheld from payment. Coach's year-end tax statement (Form W-2) will include the gross amount of this allowance and all applicable taxes withheld in the calendar year of the payment.
- If Coach fails to complete the first Contract Employment Year, Coach is required to repay a prorated portion of the allowance, proportional to the number of months remaining on the first Contract

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Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference

portion of the allowance, proportional to the number of months remaining on the first Contract Employment Year. Coach also agrees and understands that reimbursement may be accomplished in whole or in part via deduction from Coach's final paycheck as permitted by New Mexico law, Section 50-4-2 NMSA (1978). The amount of the deduction will not exceed the minimum wages to which the Coach would be entitled under state and federal law. Coach further agrees and understands that if the deduction from Coach's final check does not reimburse the University in full for moving expenses paid to the Coach, Coach will reimburse the University the remaining balance within sixty (60) days of the termination date.

4. **Incentive Salary:** An incentive payment is a direct payment over and above the Coach's base salary, in an amount to be determined by the DIA subject to the approval of the University President or designee and subject to availability of funds. Coach is eligible for an incentive payment upon achieving performance criteria established by the DIA in his exclusive discretion, and which are subject to annual review and revision by the DIA. Coach will be eligible for such incentive salary payments after completing the Contract Employment Year in which the incentive is earned. Incentive payments, if any, will be paid no later than **ninety (90)** days after the end of such Contract Employment Year. In order to be eligible for incentive payments under this provision, Coach must be currently employed by the University at the time that the incentive payment is due. Coach understands and agrees that incentive payments, if any, are taxable compensation to Coach and that Coach is solely responsible for the tax consequences associated therewith.

Ryan Lindley

San Diego State

\$ 330,000

- a. **Base Salary.** On January 1, 2023, the base salary paid by the University to Employee, for their services and the satisfactory performance of the terms and conditions of this Appointment Letter in the position of Assistant Football Coach/Offensive Coordinator, will be at the rate of \$27,500 per month or \$330,000 on an annual basis, payable in equal monthly warrants by the University to Employee on or about the last day of each consecutive calendar month during the term of this appointment. On March 1, 2024, base salary will be at the rate of \$29,167 per month or \$350,004 on an annual basis, payable in equal monthly warrants by the University to Employee on or about the last day of each consecutive calendar month during the term of this appointment.
- b. **Supplemental Compensation.** The annual Incentive Compensation determination process for non-academic related bonuses will begin at the completion of each football season (defined as January 31). The process will continue until all applicable data has been quantified and confirmed but will be paid within 90 days of the end of the football season. The annual bonus determination process for academic-related bonuses (c below) will begin at the completion of each Fiscal Year (defined as July 1-June 30). Academic-related bonuses (c below) are earned and paid only for full Academic Year performance; to be eligible, Employee must serve as the Assistant Football Coach/Offensive Coordinator for the entire Academic Year (defined as September 1-May 31). The process will continue until all applicable data has been quantified and confirmed but will be paid out no later than August 31 of the following Fiscal Year. Supplemental compensation is neither reported to CalPERS, nor eligible for inclusion in any CalPERS retirement calculation.

Incentive Compensation. Incentive compensation is not guaranteed and shall only be paid to you as determined by the Director of Athletics based upon the criteria set forth below for each position.

The San Diego State University Research Foundation shall pay to the Employee an annual bonus based upon the criteria set below so long as Employee is employed by

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Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference

annual bonus, based upon the criteria set below so long as Employee is employed by San Diego State University as Assistant Football Coach/Offensive Coordinator Employee will receive an annual bonus in the amounts set out below (non-incremental) provided that the following conditions are met:

- a. Team cumulative grade point average for tendered student-athletes of at least 2.30 and a cumulative grade point average of at least 2.20 by 75% of the tendered student-athletes.
- b. Team's APR score being at or above 940 in the year that the bonus is earned.
- c. Sport not exceeding its expense budget for the fiscal year in which the bonus is earned.
- d. Compliance with NCAA, Mountain West, California State University System, and San Diego State University rules and policies.
- e. All bonuses shall be separate from a coach's base salary, shall be non-continuing, and shall be determined after spring semester grades are known.
- f. All bonuses shall be contingent upon the recommendation of the Director of Intercollegiate Athletics, the Vice President for Financial Affairs, and approval of the President (or her designee).
- g. Only the highest single award in each category of Conference & NCAA team achievement will be recognized. There will be no accumulation of bonuses within either category. Individual honors stand alone and will be recognized as earned.
- h. To be eligible to receive bonuses, the employee must be employed by the University on June 15th of the year when bonuses were earned.
- i. Any adjustments in NCAA, Mountain West, California State University System, and San Diego State University policy will be reflected appropriately and will be implemented by mutual consent.

The specific performance goals are outlined below.

- a. Mountain West Conference (or successor or substitute conference) Title are eligible to receive a bonus equal to 5% of their then annual base salary.
 - b. Bowl Appearances (non-cumulative)-highest of below
 1. Non-CFP Bowl with payout less than \$1,500,000--Eight percent (8%) of then-annual base salary.
 2. Non-CFP Bowl with payout greater than \$1,500,000--Twelve percent (12%) of then-annual base salary.
 3. CFP Bowl Appearance-- Seventeen percent (17%) of then-annual base salary.
 4. CFP Final Participant-- Eighteen and half percent (18.5%) of then-annual base salary.
 5. CFP National Championship-- Twenty percent (20%) of then-annual base salary.
 - c. Team Cumulative GPA above 3.2--\$1,000
 - d. Individual student-athlete is named to 1st team All American (AP, AFCA, Walter Camp, Sports Illustrated or USA Today) or receive the Heisman Trophy. Eligible for one award per year. One percent (1%) of then-annual base salary.
- **Use of Automobile.** The University will pay car allowance of \$341.67 per month through University payroll as MPP employee.

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Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference

<p>5.01 Compensation.</p> <p>a. Base Salary. The base salary paid by the University to Employee for his/her services and the satisfactory performance of the terms and conditions of this Appointment Letter in the position of Assistant Football Coach/Offensive Coordinator shall be at the rate of \$17,760 per month or \$213,120 on an annual basis, payable in equal monthly warrants by the University to Employee on or about the last day of each consecutive calendar month during the term of this appointment.</p> <p>b. Supplemental Compensation. The Tower Foundation shall pay to the Employee supplemental compensation based upon the criteria set forth below so long as Employee is employed by San Jose State University in the position of Assistant Football Coach/Offensive Coordinator. All incentive compensation will undergo the process of determination at the completion of each fiscal year. The process will continue until all applicable data has been quantified and confirmed, but will be paid out no later than 60 days after the incentive is earned. All incentive compensation will be paid out from the Tower Fund #034-6200-1082.</p> <p>Supplemental Compensation: Employee will receive \$11,173.67 per month or \$134,084 on an annual basis.</p> <p>c. Incentive Compensation. The Tower Foundation shall pay to the Employee incentive compensation as indicated below if the criteria is met and so long as the Employee is still employed at the University on July 1st following the season or academic year in which the incentives are obtained.</p> <p>Incentive compensation criteria:</p> <ul style="list-style-type: none"> a) Employee will receive \$2,500 for a bowl game appearance b) Employee will receive \$5,000 for winning a bowl game This supersedes incentive a, above c) Employee will receive \$7,500 if the football team wins the West Division of the Mountain West Conference d) Employee will receive \$10,000 if the football team wins the Mountain West Conference Championship Game. This supersedes incentive c, above. 			
Kevin McGiven	San Jose State	\$ 213,120	
Brennan Marion	UNLV	\$ 300,000	Unknown
Blake Anderson (HC/Offensive Coordinator)	Utah State	\$ 975,000	See Head Coach sheet

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Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference

Tim Polasek	Wyoming	\$ 350,004	<p>2. SALARY The University shall pay Employee a base salary at the rate of \$350,004.00 annually payable in equal monthly installments. The salary for the contract period shall be pro-rated to reflect the actual start date of employment. Future salary improvements will be determined in accordance with applicable University Regulations and/or Trustee policies. Employee will receive an annual vacation entitlement of twenty-two (22) working days, accrued at the rate of 1.834 days per month of service. Employee will receive sick leave and other employee benefits including health insurance, disability insurance and a retirement program, for which the Employee is eligible and chooses to participate according to University Regulations. Information about these programs and services may be secured from the Human Resources Office, Wyo Hall or at http://www.uwyo.edu/hr/.</p> <p>3. SUPPLEMENTAL BENEFITS During the term of Employee's appointment as Assistant Football Coach/Offensive Coordinator, Employee shall receive supplemental benefits in the form of 4 complimentary season tickets for football, 2 complimentary season tickets for all applicable University of Wyoming home (athletic) competitions and a University stipend for a cell phone (e.g., iPhone, etc.). In addition, the Employee may be eligible for additional supplemental benefits including the use of a courtesy/lease vehicle and auto insurance in accordance with Cowboy Joe Club policy and the University Vehicle Policy.</p> <p>5. ACHIEVEMENT AWARDS The Assistant Football Coach/Offensive Coordinator will be eligible for Achievement Awards and Exceptional Achievement Awards pursuant to the terms and conditions described in the by-laws of the Cowboy Joe Club in force at the time the awards are made.</p>
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**CONSENT
JUNE 12-13, 2024**

ATTACHMENT 6

Liquidated Damages
Head XX Coaches in Mountain West Conference

Coach	School	Length of Contract	Salary	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Mike Thiessen	Air Force	Unknown	Unknown	Unknown	Unknown	Unknown
Dirk Koetter	Boise State	1 Year (3/1/24 - 1/17/25)	\$ 460,000	No	None	None
Matt Mumme	Colorado State	At-Will 7/1/22	\$ 275,000	Unknown	Unknown	Unknown
Pat McCann	Fresno State	2 years (1/31/23- 1/31/25)	\$ 594,800	Yes	Sliding scale	<p>a) If the Employee resigns his position as Assistant Football Coach: Offensive Coordinator before the conclusion of the 2023 (year) football season including post-season competition, Employee will pay the Fresno Athletic Corporation ("Athletic Corporation") an early departure fee equal to 50% of his current annual base salary within 30 days of the effective date of the resignation.</p> <p>b) If the Employee resigns his position as Assistant Football Coach: Offensive Coordinator after the 2023 (year) football season but before the conclusion of the 2024 football season including post-season competition, Employee shall pay the Athletic Corporation an early departure fee equal to 25% of his current annual base salary within 30 days of the effective date of the resignation.</p> <p>Amounts owed to the Athletic Corporation shall be paid in full no later than 30 days from the effective date of the resignation.</p>
Ian Shoemaker	Hawaii	At-Will 7/1/23	\$ 350,004	Unknown	Unknown	Unknown
Derek Sage	Nevada	1.5 Years (1/10/22 - 12/31/23)	\$ 275,000	No	None	NA
Bryant Vincent	New Mexico	2 years (2/1/23- 1/30/25)	\$ 350,000	Yes	Tied to years in contract	<p>12. Termination by Request of Coach: Coach may terminate this Contract at any time upon written notice to the DIA. In the event that Coach terminates this Contract pursuant to this Section, the University shall have no further liability except for base salary and benefits accrued to the date of termination.</p> <p>Coach understands and agrees that termination of this Contract pursuant to this Section prior to the expiration of the Contract Term will cause irreparable harm to the reputation and athletic programs of the University in an amount not capable of precise calculation or quantification. Therefore, if Coach terminates this Contract during Contract Year One then Coach shall pay the University liquidated damages, and not as a penalty, a sum equal to fifty percent (50%) of the Coach's base salary for the remainder of the Contract Term within sixty (60) days of the termination of this Contract.</p> <p>If Coach terminates this Contract during Contract Year Two then Coach shall pay the University liquidated damages, and not as a penalty, a sum equal to fifty-percent (50%) of the Coach's base salary for the remainder of the Contract Term within sixty (60) days of the termination of this Contract.</p> <p>Liquidated damages may be modified to a lesser amount at the discretion of the DIA, with approval of the University President.</p>

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ATTACHMENT 6

Liquidated Damages
Head XX Coaches in Mountain West Conference

Ryan Lindley	San Diego State	2 years, 2 months (1/1/23-2/28/25)	\$ 334,100	Yes	Tied to years in contract	<p>7.04 Early Termination by Coach. In the event that Employee voluntarily terminates her employment from the position of Assistant Football Coach/Offensive Coordinator with the University for other football-related employment, this contract will be terminated, and the Employee will have the following buyout obligations payable to the University upon separation:</p> <table border="0"> <tr> <td>1. Before June 30, 2023:</td> <td align="right">\$477,483</td> </tr> <tr> <td>2. Before February 28, 2024:</td> <td align="right">\$350,004</td> </tr> <tr> <td>3. Before June 30, 2024:</td> <td align="right">\$135,207</td> </tr> <tr> <td>4. Before February 28, 2025:</td> <td align="right">\$0</td> </tr> </table>	1. Before June 30, 2023:	\$477,483	2. Before February 28, 2024:	\$350,004	3. Before June 30, 2024:	\$135,207	4. Before February 28, 2025:	\$0						
1. Before June 30, 2023:	\$477,483																			
2. Before February 28, 2024:	\$350,004																			
3. Before June 30, 2024:	\$135,207																			
4. Before February 28, 2025:	\$0																			
Kevin McGiven	San Jose State	1 Year (3/1/22 - 2/28/23)	\$ 347,204	No	None	NA														
Brennan Marion	UNLV	1/8/23 At Will	\$ 325,000	Unknown	Unknown	Unknown														
Blake Anderson (HC/Offensive Coordinator)	Utah State	5 year ending 12/31/25 (ammended to 7 year - ending 12/31/27)	\$ 1,020,000	Yes	Tied to years in contract	<p>(b) Subject to the terms of this Agreement, Coach may terminate this Agreement for convenience (also commonly referred to as a without cause basis). If Coach terminates this Agreement for convenience during the Term, including any extension thereof, Coach will be responsible to pay liquidated damages in the amount set forth in the following schedule:</p> <table border="1"> <thead> <tr> <th>Notice Provided On or Before:</th> <th>Amount Due:</th> </tr> </thead> <tbody> <tr> <td>December 31, 2022</td> <td>\$2,000,000; or</td> </tr> <tr> <td>December 31, 2023</td> <td>\$1,700,000; or</td> </tr> <tr> <td>December 31, 2024</td> <td>\$1,200,000; or</td> </tr> <tr> <td>December 31, 2025</td> <td>\$800,000; or</td> </tr> <tr> <td>December 31, 2026</td> <td>\$500,000; or</td> </tr> <tr> <td>December 31, 2027</td> <td>\$0</td> </tr> </tbody> </table> <p>If Coach terminates this Agreement for convenience, USU will not be obligated to pay any other</p> <p>(b) If Coach terminates the Agreement for convenience, then twenty five percent (25%) of the liquidated damages set forth in Section 7.1(b) shall be paid to USU within thirty (30) days following the date of termination and the remaining seventy five percent (75%) of the liquidated damages set forth in Section 7.1(b) shall be paid to USU in equal monthly installments over the shorter of (i) a thirty six (36) month period following the date of termination or, (ii) the period of time equal to any remaining Term, had the Agreement not been terminated.</p> <p>7. All other provisions of the Agreement remain unchanged and in effect.</p>	Notice Provided On or Before:	Amount Due:	December 31, 2022	\$2,000,000; or	December 31, 2023	\$1,700,000; or	December 31, 2024	\$1,200,000; or	December 31, 2025	\$800,000; or	December 31, 2026	\$500,000; or	December 31, 2027	\$0
Notice Provided On or Before:	Amount Due:																			
December 31, 2022	\$2,000,000; or																			
December 31, 2023	\$1,700,000; or																			
December 31, 2024	\$1,200,000; or																			
December 31, 2025	\$800,000; or																			
December 31, 2026	\$500,000; or																			
December 31, 2027	\$0																			
Tim Polasek	Wyoming	1 year, 10 months (5/1/22 - 2/28/24)	\$ 350,004	No	None	NA														

BOISE STATE UNIVERSITY

Football APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2018-19	2019-20	2020-21	2021-22
Football	997	983	990	982
<i>National % Rank by Sport</i>	<i>90-100</i>	<i>80-90</i>	<i>90-100</i>	<i>70-80</i>

REPORT YEAR
Raw Score for single year
<i>Percentile Rank for Sport</i>

MULTI-YEAR APR (4-Year Rolling Average)

Football	981	985	990	988
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EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

1.3. Duties. Coach shall serve as the Defensive Coordinator of the Team and shall perform such other related duties in the University's athletic program as the Director may reasonably assign and as may be described elsewhere in this Agreement. There shall be no opportunity for the University to reassign Coach without the written approval of Coach. In the event Coach provided written approval for reassignment, Coaches compensation and benefits shall not be affected by such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease unless Coach remains an on-field Assistant Football Coach.

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of two (2) years and approximately two (2) months, commencing on January 8, 2024 and terminating, without further notice to Coach, on February 28, 2026 unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1. Regular Compensation.

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

- a) An annualized salary of \$440,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; and
- b) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements except that, in accordance with Board Policy II.H.6.b.ii, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and
- d) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

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

3.2.1 Athletic Achievement Incentive Pay.

Regular Season & Non-College Football Playoff (“Non-CFP”) Bowl Game:

Participates in the Conference Championship Game	4% of salary
Conference Champions	6% of salary
**Non-CFP Bowl Game Win	2% of salary

Maximum Cumulative Regular Season & Non-CFP Payout 10% of salary

College Football Playoff (“CFP”):

Participates in a first-round game of the College Football Playoff (including a first-round bye)	8% of salary
Participates in a quarterfinal game of the CFP	10% of salary
Participates in the semifinal game of the CFP	12% of salary
Participates in the national championship game of the CFP	16% of salary
College Football Playoff Champions	20% of salary

Maximum Cumulative College Football Playoff Payout 20% of salary

Coach shall be eligible for supplemental compensation from each of the provisions listed above (subject to the maximums described at the end of each section), except in the event the Team shall participate in a CFP Bowl, then the supplemental compensation relating to winning a non-CFP Bowl game, the category identified by “**” above, shall be inapplicable, since the CFP Bowl game incentives will be applicable.

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

3.2.2. Academic Achievement Incentive Pay.

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

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

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

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

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

All Incentive Pay amounts pursuant to Section 3.2 shall be cumulative within each of the following sections described above and shall in no event exceed the cumulative total supplemental compensation payment amounts in one contract Year. For these purposes, the year ends on the last day of February:

- a) 10% of salary - Regular Season & Non-College Football Playoff (“Non-CFP”) Bowl Game and Academic Achievement (“APR”) Incentive Pay
- b) 20% of salary - College Football Playoff (“CFP”)

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

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

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

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

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

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

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

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

ARTICLE 4

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

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

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

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

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

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

4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.

4.4. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without providing prior notice to the Director at least 24 hours before such interview or negotiation.

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- g) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.5 of this Agreement.

5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension,

reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

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

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

5.2. Termination of Coach due to Disabled or Deceased of Head Coach

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

5.3. Termination of Coach for Convenience of University.

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

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

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

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

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

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

5.4. Termination by Coach for Convenience.

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

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

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

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

And further, if Coach terminates this Agreement for convenience during the first fourteen months of the Term, then the multiplier will be double the multiplier as listed above. Notwithstanding the foregoing, Coach shall owe no liquidated damages to the University if the effective date of termination occurs following the final game of the final season of the Term.

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

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

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

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

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

5.4.4. The parties have both been represented by legal counsel in the contract

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

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

5.5. Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

University

Coach

Jeremiah Dickey
Director of Athletics

Erik Chinander

Date

Date

Dr. Marlene Tromp
President

Date

Approved by the Idaho State Board of Education on the ____ day of _____, 2024

EMPLOYMENT AGREEMENT

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

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Defensive Coordinator Assistant Coach (the Position) of its intercollegiate ~~{Sport}~~football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall serve as the ~~Assistant Coach~~Defensive Coordinator of the Team and shall perform such other related duties in the University's athletic program as the Director may reasonably assign and as may be described elsewhere in this Agreement. There shall be no opportunity for the University to reassign Coach without the written approval of Coach. In the event Coach provided written approval for reassignment, Coaches compensation and benefits shall not be affected by such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease unless Coach remains an on-field Assistant Football Coach.~~The University shall have the right, at any time, to reassign Coach to duties at the University other than as assistant coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease.~~

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of ~~{number}~~two (#2) years and approximately two (2) months, commencing on ~~Month #, 20##~~January 8, 2024 and terminating, without further notice to Coach, on ~~Month ##, 20##~~February 28, 2026 unless sooner terminated in accordance with other provisions of this Agreement.

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

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Name-Chinander Contract
20##-24 to 20##26
2

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 annualized salary of \$440,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; and
- b) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements except that, in accordance with Board Policy II.H.6.b.ii, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and
- d) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

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

3.2.1 Athletic Achievement Incentive Pay.

Regular Season & Non-College Football Playoff (“Non-CFP”) Bowl Game:

<u>Participates in the Conference Championship Game</u>	<u>4% of salary</u>
<u>Conference Champions</u>	<u>6% of salary</u>
<u>**Non-CFP Bowl Game Win</u>	<u>2% of salary</u>

Maximum Cumulative Regular Season & Non-CFP Payout 10% of salary

College Football Playoff (“CFP”):

<u>Participates in a first-round game of the College Football Playoff (including a first-round bye)</u>	<u>8% of salary</u>
<u>Participates in a quarterfinal game of the CFP</u>	<u>10% of salary</u>
<u>Participates in the semifinal game of the CFP</u>	<u>12% of salary</u>
<u>Participates in the national championship game of the CFP</u>	<u>16% of salary</u>
<u>College Football Playoff Champions</u>	<u>20% of salary</u>

Maximum Cumulative College Football Playoff Payout 20% of salary

Coach shall be eligible for supplemental compensation from each of the provisions listed above (subject to the maximums described at the end of each section), except in the event the Team shall participate in a CFP Bowl, then the supplemental compensation relating to winning a non-CFP Bowl game, the category identified by “**” above, shall be inapplicable, since the CFP Bowl game incentives will be applicable.

Any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be paid on the first regular pay date in ~~Month 20##,~~February, as long as the Coach remains continuously employed as the Assistant Coach on that date.

3.2.2. Academic Achievement Incentive Pay.

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

- a) If the annual APR rating is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to ~~X3~~% of salary; **or**
- b) If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to ~~X4~~% of salary; **or**

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- c) If the annual APR rating is between 70%-79.9% of the 4-year National Ranking, Employee may receive a sum of up to ~~X5~~% of salary; **or**
- d) If the annual APR rating is 80% or higher of the 4-year National Ranking, Employee may receive a sum of up to ~~X6~~% of salary.

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

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

All Incentive Pay amounts pursuant to Section 3.2 shall be cumulative within each of the following sections described above and shall in no event exceed the cumulative total supplemental compensation payment amounts in one contract Year. For these purposes, the year ends on the last day of February:

- a) 10% of salary - Regular Season & Non-College Football Playoff (“Non-CFP”) Bowl Game and Academic Achievement (“APR”) Incentive Pay
- b) 20% of salary - College Football Playoff (“CFP”)

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

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

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

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

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

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

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

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

ARTICLE 4

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

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

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

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

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

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

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4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.

4.4. Other Coaching Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without ~~providing the prior approval notice to~~ the Director at least 24 hours before such interview or negotiation. ~~Such approval shall not unreasonably be withheld.~~

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;

- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- g) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.5 of this Agreement.

5.1.2. Suspension, reassignment, or termination for good or adequate cause shall be effectuated by the University as follows: before the effective date of the suspension,

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reassignment, or termination, the Director or the Director's designee shall provide Coach with notice, which notice shall be accomplished in the manner provided for in this Agreement and shall include the reason(s) for the contemplated action. Coach shall then have an opportunity to respond. After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

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

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

5.2. Termination of Coach due to ~~Resignation or Termination~~ Disabled or Deceased of Head Coach

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

5.3. Termination of Coach for Convenience of University.

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

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

Liquidated damages are subject to mitigation and offset such that Coach must use reasonable best efforts to obtain other employment during the original term of this Agreement and, in the event Coach obtains other employment of any kind or nature after such termination, then

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the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach during the otherwise unexpired term of this Agreement as a result of such other employment.

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

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

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

5.4. Termination by Coach for Convenience.

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

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

5.4.3. If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated

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damages and not a penalty, an amount equal to: Coach's base salary at the time of termination, divided by twelve, such amount multiplied by the number of months remaining of the Term under this Agreement at the time of termination, but in no event to exceed six (6) months, with such product multiplied by:

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

And further, if Coach terminates this Agreement for convenience during the first fourteen months of the Term, then the multiplier will be double the multiplier as listed above. Notwithstanding the foregoing, Coach shall owe no liquidated damages to the University if the effective date of termination occurs following the final game of the final season of the Term.

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

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

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

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

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

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

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

5.5. Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

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

Coach: Erik Chinander
 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.

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

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

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

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

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

University

Coach

Jeramiah Dickey
Director of Athletics

~~Name of Coach~~ Erik Chinander

Date

Date

Dr. Marlene Tromp
President

Date

Approved by the Idaho State Board of Education on the _____ day of _____, 2024

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Coach Erik Chinander Maximum Compensation Calculation - 2024-2026

		Year 1	Year 2
3.1.1a	Annual Base Salary	\$ 440,000.00	\$ 440,000.00
3.2.1 & 3.2.2	Additional Pay based on Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game & Academic Achievement (max cumulative payout)	\$ 44,000.00	\$ 44,000.00
3.2.1	Additional Pay based on College Football Playoff ("CFP") (max cumulative payout)	\$ 88,000.00	\$ 88,000.00
	Total Maximum potential annual compensation under Employment Agreement	\$ 572,000.00	\$ 572,000.00

Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference

Coach	School	Base Salary	Incentives
Brian Knorr	Air Force	Unknown	Unknown
Erik Chinander	Boise State	\$ 440,000	See Contract
Freddie Banks	Colorado State	\$ 345,750	Unknown
Kevin Coyle	Fresno State	\$ 350,000	<p>Affiliated Conference Success</p> <ul style="list-style-type: none"> a) Eight percent (8%) of current annual base salary if Mountain West Conference or at-large bowl game participant b) Ten percent (10%) of current annual base salary if Mountain West Conference or at-large bowl game and Mountain West Conference Division Champions c) Twelve percent (12%) of current annual base salary if Mountain West Conference or at-large bowl game and Mountain West Conference Championship game winner d) Sixteen percent (16%) of current base salary if Mountain West Conference Championship game winner and BCS/CFP bowl game participant <p><i>Must be employed as the Assistant Coach: Defensive Coordinator at the bowl game to be eligible for any of these bonuses. Only one may be awarded</i></p> <p>Additional Bonus Opportunities</p> <ul style="list-style-type: none"> a) \$5,000 – Ranked in the top 3 in the Mountain West Conference for scoring defense. b) \$5,000 – Ranked in the top 15 in the nation for total defense. c) \$5,000 – Ranked in the top 15 in the nation for turnovers recovered. <p>The performance relating to the Mountain West Conference (MWC) ranking will be evaluated at the conclusion of the MWC regular season (excluding the MWC Championship contest). However, the national rankings will be concluded at the end of the regular season contests for all Division I FBS conferences.</p>
Jacob Yoro	Hawaii	\$ 350,004	Unknown
Kwame Agyeman	Nevada	\$ 170,209	Unknown
Mike Bethea	Nevada	\$ 204,802	Unknown

Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference

Troy Reffett	New Mexico	\$ 300,000	<p>2. Salary and Contract Period: The Contract Term shall be for two (2) years for the period February 1, 2023 through January 31, 2025 (the "Contract Term") which constitutes two (2) separate and distinct contract employment years (each a "Contract Employment Year" or collectively the "Contract Employment Years"). Coach's base salary is Three Hundred Thousand Dollars (\$300,000) for Contract Employment Year One (1) (February 1, 2023 through January 31, 2024). Coach's base salary is Three Hundred Fifty Thousand Dollars (\$350,000) for Contract Employment Year Two (2) (February 1, 2024 through January 31, 2025). Coach will not be entitled to salary increases as provided in University Administrative Policy (UAP) 3500, Wage and Salary Administration, Section 4.1. Coach understands and agrees that this Contract does not guarantee or entitle Coach to any annual increases in base salary unless otherwise expressly provided in this Section. Employer-paid fringe benefits shall be paid in addition to the base salary consistent with University policies, provided, however, that Coach may accrue up to 168 hours of paid annual leave but will not be entitled to payment for unused annual leave upon separation from employment as provided in UAP 3400, Annual Leave, Section 7. In the event the University suffers significant financial crisis, whether such occurs before or after the execution of this Agreement, the base salary amount set forth herein shall be reviewed by the DIA, and, in the DIA's sole discretion, may be modified in order to comply with University actions in responding to the financial crisis; provided, however, that in no event shall such base salary be modified by more than fifty percent (50%). Similarly, the University reserves the right to furlough Coach for a duration not to exceed fifty percent (50%) of the Contract Term.</p> <p>a. Car Donor Program: Subject to availability and at the discretion of the DIA, in accordance with the Lobo Club car donor program and in cooperation with local Albuquerque car and truck dealers, the University or Lobo Club may provide a courtesy car for Coach's personal and business use. Coach shall be responsible for obtaining automobile liability insurance in accordance with insurance laws of the State of New Mexico, and shall comply in all respects with the rules and procedures of the car donor program now in place and as they may change over time. In addition, Coach shall comply with all federal and state laws, National Collegiate Athletic Association (NCAA) rules, University policies, and any other policies or directives of the Athletic Department applicable to the car donor program. Coach understands and agrees that the provision of a courtesy car is in the exclusive discretion of the DIA, and that Coach will surrender any courtesy car provided upon request of the DIA. Coach further understands and agrees that any courtesy car provided pursuant to this Section constitutes taxable compensation to Coach and that Coach is solely responsible for the tax consequences associated therewith.</p> <p>4. Incentive Salary: An incentive payment is a direct payment over and above the Coach's base salary, in an amount to be determined by the DIA subject to the approval of the University President or designee and subject to availability of funds. Coach is eligible for an incentive payment upon achieving performance criteria established by the DIA in his exclusive discretion, and which are subject to annual review and revision by the DIA. Coach will be eligible for such incentive salary payments after completing the Contract Term in which incentive is earned. Incentive payments, if any, will be paid no later than ninety (90) days after the end of the Contract Term. In order to be eligible for incentive payments under this provision, Coach must be currently employed by the University at the time that the incentive payment is due. Coach understands and agrees that incentive payments, if any, are taxable compensation to Coach and that Coach is solely responsible for the tax consequences associated therewith.</p>
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Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference

Kurt Mattix	San Diego State	\$ 454,100	<p>5.01 Compensation.</p> <p>a. Base Salary. The Base Salary paid by the University to Employee, for their services and the satisfactory performance of the terms and conditions of this Appointment Letter in the position of Football Assistant Coach—Defensive Coordinator/Linebackers, will be at the rate of \$29,425 per month or \$353,100 on an annual basis, payable in equal monthly warrants by the University to Employee on or about the last day of each consecutive calendar month during the term of this appointment. On July 1 of each year, Base Salary will be adjusted to the maximum of the Administrator IV salary range, and the Supplemental Base Compensation, as listed below, will be decreased by any increase in Base Salary above \$353,100 on an annual basis.</p> <p>b. Supplemental Compensation. The San Diego State University Research Foundation will pay to Employee Supplemental Base Compensation of \$96,900 annually in Supplemental Base Compensation so long as Employee is employed by San Diego State University in the position of Football Assistant Coach—Defensive Coordinator/Linebackers. On March 1, 2024, Supplemental Base Compensation will increase by up to \$100,000 to \$196,900 annually as calculated in Base Salary adjustment outlined in section 5.01.a. In addition, Employee must be employed by San Diego State University in the position of Football Assistant Coach—Defensive Coordinator/Linebackers and receives at least satisfactory performance review for the previous year.</p> <p>The annual Incentive Compensation determination process for non-academic related bonuses will begin at the completion of each football season (defined as January 31). The process will continue until all applicable data has been quantified and confirmed but will be paid within 90 days of the end of the football season. The annual bonus determination process for academic-related bonuses (c below) will begin at the completion of each Fiscal Year (defined as July 1-June 30). Academic-related bonuses (c below) are earned and paid only for full Academic Year performance; to be eligible, Employee must serve as the Football Assistant Coach—Defensive Coordinator/Linebackers for the entire Academic Year (defined as September 1-May 31). The process will continue until all applicable data has been quantified and confirmed but will be paid out no later than August 31 of the following Fiscal Year. Supplemental compensation is neither reported to CalPERS, nor eligible for inclusion in any CalPERS retirement calculation.</p> <p>Incentive Compensation. Incentive compensation is not guaranteed and shall only be paid to you as determined by the Director of Athletics based upon the criteria set forth below for each position.</p> <p>The San Diego State University Research Foundation shall pay to the Employee an annual bonus, based upon the criteria set below so long as Employee is employed by San Diego State University as Football Assistant Coach—Defensive Coordinator/Linebackers Employee will receive an annual bonus in the amounts set out below (non-incremental) provided that his team's annual NCAA Academic Progress Rate (APR) is at or above 930 (as applicable for the previous fiscal year) and the specific goals are met as outlined below. Only the highest single award in Bowl Appearances team achievement will be recognized with no accumulation of bonuses with the Bowl Appearances category. Any adjustments in NCAA policy will be reflected appropriately and will be implemented by mutual consent.</p> <ul style="list-style-type: none"> a. Mountain West Conference (or successor or substitute conference) Title are eligible to receive a bonus equal to 5% of their then annual base salary. b. Bowl Appearances (non-cumulative)-highest of below <ul style="list-style-type: none"> 1. Non-CFP Bowl with payout less than \$1,500,000--Eight percent (8%) of then-annual base salary. 2. Non-CFP Bowl with payout greater than \$1,500,000--Twelve percent (12%)

Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference

2. Non-CFP Bowl with payout greater than \$1,000,000-- Twelve percent (12%) of then-annual base salary.
 3. CFP Bowl Appearance-- Seventeen percent (17%) of then-annual base salary.
 4. CFP Final Participant-- Eighteen and half percent (18.5%) of then-annual base salary.
 5. CFP National Championship-- Twenty percent (20%) of then-annual base salary.
- c. Team Cumulative GPA above 3.2--\$1,000
 - d. Individual student-athlete is named to 1st team All American (AP, AFCA, Walter Camp, Sports Illustrated or USA Today) or receive the Heisman Trophy. Eligible for one award per year. One percent (1%) of then-annual base salary.
- **Use of Automobile.** The University will pay car allowance of \$341.67 per month through University payroll as MPP employee.

Derrick Odum

San Jose State

\$ 353,652

a. Base Salary. The base salary paid by the University to Employee for his/her services and satisfactory performance of the terms and conditions of this Appointment Letter in the position of Associate Head Coach/Defensive Coordinator shall be at the rate of \$18,293 per month or \$219,516 on an annual basis, payable in equal monthly warrants by the University to Employee on or about the last day of each consecutive calendar month during the term of appointment.

b. Supplemental Compensation. The Tower Foundation shall pay to the Employee supplemental compensation based upon the criteria set forth below so long as Employee is employed by San Jose State University in the position of Associate Head Coach/Defensive Coordinator. All supplemental and incentive compensation will be paid out from Tower Foundation #034-6200-1082 no later than 60 days after the incentive is earned.

Supplemental Compensation:

Employee will receive \$11,178.00 per month or \$134,136 on an annual basis.

Employee will be paid the above supplemental compensation for the following:

- Fulfill weekly TV, radio, and newspaper interview requests
- Attend and participate in Facebook live show, engaging donors and fans
- Steward leadership development with the defensive staff members to impact growth of student-athlete skill and academic development

Incentive Compensation Criterion:

Employee will receive \$3000 if the football team has at least a .500 record (i.e., 6-6) in the bowl game and participates in the bowl game, to be paid as follows: \$1,500 to be paid 30 days of the bowl game and \$1,500 to be paid in July following the bowl game if Employee is still employed at the University.

Salary and Incentive Comparisons
 Head XX Coaches in Mountain West Conference

Mike Scherer	UNLV	\$ 300,000	Unknown
Joe Cauthen	Utah State	\$ 350,000	<p>Salary and Benefits: You will be paid a starting, annual salary of \$350,000, consistent with the s payroll practices of USU and subject to all withholdings and deductions as required by law. The P benefited, and subject to eligibility requirements, you may be eligible to participate in USU’s bene programs as listed at https://hr.usu.edu/benefits/. Per USU Policy 345, coaches employed by the U Department (“<i>Athletics Department</i>”) will not be paid for unused leave at termination of employm Sections 2.1 and 2.2.5 of Policy 345).</p> <p>Incentive Compensation: You will be eligible to be paid a cash incentive of \$29,166 based upon th team’s appearance in an NCAA post-season game/competition, so long as you coach in that game.</p>
Jay Sawvel	Wyoming	\$ 300,000	<p>EMPLOYEE may be eligible, from time to time during the term of this Agreement, to supplemental compensation for performance resulting in a coach qualifying for an inc payment provided in that coach’s contract. The amount of the supplemental compensa timing of the payment and the source of funding for the supplemental compensation s determined by the Director of Intercollegiate Athletics in consultation with the coach.</p>

Liquidated Damages
Head XX Coaches in Mountain West Conference

Coach	School	Length of Contract	Total Comp	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Brian Knorr	Air Force	Unknown	Unknown	Unknown	Unknown	Unknown
Erik Chinander	Boise State	2 Years (1/9/24 - 2/28/26)	\$ 440,000	Yes	Tied to years in contract	See Contract
Freddie Banks	Colorado State	2 year - (1/1/23-12/31/24)	\$ 340,000	Unknown	Unknown	Unknown
Kevin Coyle	Fresno State	2 Years (1/10/22 - 1/31/24)	\$ 354,800	Yes	Tied to years in contract	<p>a) If the Employee resigns his position as Assistant Football Coach: Defensive Coordinator before the conclusion of the 2022 football season including post-season competition, Employee will pay the Fresno Athletic Corporation ("Athletic Corporation") an early departure fee equal to 50% of his current annual base salary within 30 days of the effective date of the resignation.</p> <p>b) If the Employee resigns his position as Assistant Football Coach: Defensive Coordinator after the 2022 football season but before the conclusion of the 2023 football season including post-season competition, Employee shall pay the Athletic Corporation an early departure fee equal to 25% of his current annual base salary within 30 days of the effective date of the resignation.</p> <p>c) If the Employee resigns his position as Assistant Football Coach: Defensive Coordinator following the conclusion of the 2023 football season or thereafter, Employee shall not be required to pay the University an early departure fee.</p>
Jacob Yoro	Hawaii	At-Will 7/1/23	\$ 350,004	Unknown	Unknown	Unknown
Kwame Agyeman	Nevada	At-Will 7/1/23	\$ 170,209	Unknown	Unknown	Unknown
Mike Bethea	Nevada	At-Will 7/1/23	\$ 204,802	Unknown	Unknown	Unknown
Troy Reffett	New Mexico	2 years - 2/1/23-1/31/25	\$ 300,000	Yes	Tied to years in contract	<p>12. Termination by Request of Coach: Coach may terminate this Contract at any time upon written notice to the DIA. In the event that Coach terminates this Contract pursuant to this Section, the University shall have no further liability except for base salary and benefits accrued to the date of termination.</p> <p>Coach understands and agrees that termination of this Contract pursuant to this Section prior to the expiration of the Contract Term will cause irreparable harm to the reputation and athletic programs of the University in an amount not capable of precise calculation or quantification. Therefore, if Coach terminates this Agreement during Contract Year One (1) (February 1, 2023 – January 31, 2024), Coach agrees to pay to the University as liquidated damages, and not as a penalty, fifty percent (50%) of his base salary for the remainder of the Contract Term, within sixty (60) days of the termination of this contract.</p> <p>If Coach terminates this Contract during Contract Year Two (2) (February 1, 2024 – January 31, 2025), then Coach shall not be liable to pay liquidated damages.</p> <p>Liquidated damages may be modified to a lesser amount at the discretion of the DIA, with approval of the University President.</p>

Liquidated Damages
Head XX Coaches in Mountain West Conference

Kurt Mattix	San Diego State	2 year (1/1/23- 2/28/25)	\$ 353,100	Yes	Tied to years in contract	<p>7.04 Early Termination by Coach. In the event that Employee voluntarily terminates his employment from the position of Football Assistant Coach—Defensive Coordinator/Linebackers with the University, this contract will be terminated, and the Employee will have the following buyout obligations payable to the University upon separation:</p> <table border="0"> <tr> <td>1. Before June 30, 2023:</td> <td>\$723,836</td> </tr> <tr> <td>2. Before February 28, 2024:</td> <td>\$550,000</td> </tr> <tr> <td>3. Before June 30, 2024:</td> <td>\$212,466</td> </tr> <tr> <td>4. Before February 28, 2025:</td> <td>\$0</td> </tr> </table> <p>Should Employee accept head coaching position with FBS or FCS team or NFL coaching position, then buyout obligation shall be waived, and Employee will be released from the above buyout obligations payable to the University upon separation.</p>	1. Before June 30, 2023:	\$723,836	2. Before February 28, 2024:	\$550,000	3. Before June 30, 2024:	\$212,466	4. Before February 28, 2025:	\$0
1. Before June 30, 2023:	\$723,836													
2. Before February 28, 2024:	\$550,000													
3. Before June 30, 2024:	\$212,466													
4. Before February 28, 2025:	\$0													
Derrick Odum	San Jose State	2 Years (3/1/21 - 2/28/23)	\$ 219,516	No	None	NA								
Mike Scherer	UNLV	At-Will (1/1/23)	\$ 325,000	No	None	NA								
Joe Cauthen	Utah State	At-Will (2/23/23)	\$ 350,000	Unknown	Unknown	Unknown								
Jay Sawvel	Wyoming	1 Year (3/1/23 - 2/28/24)	\$ 300,000	Yes	Sliding Scale	<p>Excluding termination under Paragraph 7 a through e above, if in the judgment of the Director of Intercollegiate Athletics, with the concurrence of the President, the best interests of the UNIVERSITY would be served by terminating EMPLOYEE'S appointment prior to the ending date of this Agreement, such termination may be effected immediately. In such event, the UNIVERSITY'S liability for any damages or payments created by this appointment shall be limited to any salary owing for the remaining term of this Agreement. If EMPLOYEE takes another position in collegiate or professional athletics during the Agreement period, the amount of damages owed by UNIVERSITY shall be limited to the difference between the base salary owed by the UNIVERSITY pursuant to this Paragraph and the base salary earned through new employment. If the EMPLOYEE'S new employment provides a greater base salary than the UNIVERSITY base salary, the UNIVERSITY'S obligation to pay shall cease immediately upon the EMPLOYEE'S acceptance of the new position.</p>								

BOISE STATE UNIVERSITY

Football APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2018-19	2019-20	2020-21	2021-22
Football	997	983	990	982
<i>National % Rank by Sport</i>	<i>90-100</i>	<i>80-90</i>	<i>90-100</i>	<i>70-80</i>

REPORT YEAR
Raw Score for single year
<i>Percentile Rank for Sport</i>

MULTI-YEAR APR (4-Year Rolling Average)

Football	981	985	990	988
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EMPLOYMENT AGREEMENT

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

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Assistant Head Coach – Special Teams Coordinator / Linebackers (the Position) of its intercollegiate football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall serve as the Assistant Head Coach – Special Teams Coordinator / Linebackers of the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. There shall be no opportunity for the University to reassign Coach without the written approval of Coach. In the event Coach provided written approval for reassignment, 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 unless Coach remains an on-field Assistant Football Coach.

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of two (2) years and approximately two (2) months, commencing on January 12, 2024 and terminating, without further notice to Coach, on February 28, 2026 unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1. Regular Compensation.

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

- a) An annual salary of \$350,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; and
- b) A one-time signing bonus payment of \$15,000 will be paid after the execution of this agreement; and
- c) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- d) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements except that, in accordance with Board Policy II.H.6.b.ii, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and
- e) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

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

3.2 Supplemental Compensation. Each year Coach shall be paid supplemental compensation as follows:

3.2.1 Athletic Achievement Incentive Pay.

Regular Season & Non-College Football Playoff (“Non-CFP”) Bowl Game:

Participates in the Conference Championship Game	4% of salary
Conference Champions	6% of salary
**Non-CFP Bowl Game Win	2% of salary

Maximum Cumulative Regular Season & Non-CFP Payout 10% of salary

College Football Playoff (“CFP”):

Participates in a first-round game of the College Football Playoff (including a first-round bye)	8% of salary
Participates in a quarterfinal game of the CFP	10% of salary
Participates in the semifinal game of the CFP	12% of salary
Participates in the national championship game of the CFP	16% of salary
College Football Playoff Champions	20% of salary

Maximum Cumulative College Football Playoff Payout 20% of salary

Coach shall be paid supplemental compensation from each of the provisions listed above (subject to the maximums described at the end of each section), provided Coach is employed by University as an Assistant Football Coach at time of each event above.

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

3.2.2. Academic Achievement Incentive Pay.

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

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

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

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

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

All Incentive Pay amounts pursuant to Section 3.2 shall be cumulative within each of the following sections described above and shall in no event exceed the cumulative total supplemental compensation payment amounts in one contract Year. For these purposes, the year ends on the last day of February:

- a) 10% of salary - Regular Season & Non-College Football Playoff (“Non-CFP”) Bowl Game and Academic Achievement (“APR”) Incentive Pay
- b) 20% of salary - College Football Playoff (“CFP”)

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

The decisions may be made based on a variety of factors, including, but not limited to, Coach’s individual performance, athletic/academic performance of Coach’s assigned player personnel groups, or other performance-related factors. Coach is not entitled to supplemental compensation if Coach is placed on administrative leave or otherwise not performing the duties of Coach during the time the applicable achievement is attained.

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

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

- a) If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the camps and/or

clinics in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the camps and/or clinics, the University shall pay Coach supplemental compensation.

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

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

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

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

ARTICLE 4

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

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

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

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

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

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

4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any

monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.

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

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the Conference or the NCAA, including but not limited to any such

violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.5 of this Agreement.

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

5.1.3. In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental

or collateral, shall cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

5.1.4. If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the 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. Reserved.

5.3. Termination of Coach for Convenience of University.

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

5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach shall be paid any supplemental compensation (subject to the maximums described above), provided Coach was employed by University as an Assistant Football Coach at time of the event and participated in the event.

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

Coach specifically agrees to inform the University within ten business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to the University all compensation received from the University after the date other employment is obtained unless the compensation was earned and accrued but not yet paid at the time of termination.

In addition, Coach will be entitled to continue with the University benefits they are eligible for as if Coach remained a University employee until the term of this Agreement ends or

until Coach obtains other employment, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law.

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

5.4. Termination by Coach for Convenience.

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

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

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

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

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

And further, if Coach terminates this Agreement for convenience during the first fourteen months of the Term, then the multiplier will be double the multiplier as listed above. Notwithstanding the foregoing, Coach shall owe no liquidated damages to the University if the effective date of termination occurs following the final game of the final season of the Term.

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

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

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

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

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

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

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

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

5.5. Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

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

Coach: Stacy Collins
Last known address on file with
University's Human Resource Services

with a copy to: Pete Roussel via pete.roussel@suite615.com

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

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

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

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

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

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

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

University

Coach

Jeramiah Dickey
Director of Athletics

Stacy Collins

Date

Date

Dr. Marlene Tromp
President

Date

Approved by the Idaho State Board of Education on the ____ day of _____, 2024.

EMPLOYMENT AGREEMENT

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

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the Assistant Head Coach – Special Teams Coordinator / Linebackers (the Position) of its intercollegiate ~~Sport~~ football team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall serve as the Assistant Head Coach – Special Teams Coordinator / Linebackers of the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. There shall be no opportunity for the University to reassign Coach without the written approval of Coach. In the event Coach provided written approval for reassignment, 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 unless Coach remains an on-field Assistant Football Coach. ~~The University shall have the right, at any time, to reassign Coach to duties at the University other than as assistant coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease.~~

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of ~~number~~ two (2-#) years and approximately two (2) months, commencing on January 12, 2024 ~~Month #, 20##~~ and terminating, without further notice to Coach, on February 28, 2026 ~~Month ##, 20#~~ unless sooner terminated in accordance with other provisions of this Agreement.

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

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ARTICLE 3

3.1. Regular Compensation.

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

- a) An annual salary of \$350,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; and
- b) A one-time signing bonus payment of \$15,000 will be paid after the execution of this agreement; and
- a)c) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- ed) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements except that, in accordance with Board Policy II.H.6.b.ii, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and
- de) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

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

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

3.2.1 Athletic Achievement Incentive Pay.

Regular Season & Non-College Football Playoff (“Non-CFP”) Bowl Game:

<u>Participates in the Conference Championship Game</u>	<u>4% of salary</u>
<u>Conference Champions</u>	<u>6% of salary</u>
<u>**Non-CFP Bowl Game Win</u>	<u>2% of salary</u>

Maximum Cumulative Regular Season & Non-CFP Payout 10% of salary

College Football Playoff (“CFP”):

<u>Participates in a first-round game of the College Football Playoff (including a first-round bye)</u>	<u>8% of salary</u>
<u>Participates in a quarterfinal game of the CFP</u>	<u>10% of salary</u>
<u>Participates in the semifinal game of the CFP</u>	<u>12% of salary</u>
<u>Participates in the national championship game of the CFP</u>	<u>16% of salary</u>
<u>College Football Playoff Champions</u>	<u>20% of salary</u>

Maximum Cumulative College Football Playoff Payout 20% of salary

Coach shall be paid supplemental compensation from each of the provisions listed above (subject to the maximums described at the end of each section), provided Coach is employed by University as an Assistant Football Coach at time of each event above.

Any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be paid on the first regular pay date in ~~Month 20##, February~~, as long as the Coach remains continuously employed as the Assistant Coach on that date.

3.2.2. Academic Achievement Incentive Pay.

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

- a) If the annual APR rating is between 50%-59.9% of the 4-year National Ranking, Employee may receive a sum of up to ~~X3~~% of salary; **or**
- b) If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee may receive a sum of up to ~~X4~~% of salary; **or**

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- c) If the annual APR rating is between 70%-79.9% of the 4-year National Ranking, Employee may receive a sum of up to ~~X5~~% of salary; **or**
- d) If the annual APR rating is 80% or higher of the 4-year National Ranking, Employee may receive a sum of up to ~~X6~~% of salary.

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

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

All Incentive Pay amounts pursuant to Section 3.2 shall be cumulative within each of the following sections described above and shall in no event exceed the cumulative total supplemental compensation payment amounts in one contract Year. For these purposes, the year ends on the last day of February:

- a) 10% of salary - Regular Season & Non-College Football Playoff (“Non-CFP”) Bowl Game and Academic Achievement (“APR”) Incentive Pay
- b) 20% of salary - College Football Playoff (“CFP”)

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

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

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

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

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

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

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

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

ARTICLE 4

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

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

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

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

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

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

4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for

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all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.

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

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;

- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.5 of this Agreement.

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

After Coach responds or fails to respond, the University shall notify Coach whether, and if so when, the action will be effective.

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

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

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

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

5.3. Termination of Coach for Convenience of University.

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

5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In addition, Coach shall be paid any supplemental compensation (subject to the maximums described above), provided Coach was employed by University as an Assistant Football Coach at time of the event and participated in the event.

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

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Coach specifically agrees to inform the University within ten business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to the University all compensation received from the University after the date other employment is obtained unless the compensation was earned and accrued but not yet paid at the time of termination.

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

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

5.4. Termination by Coach for Convenience.

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

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

5.4.3. If Coach terminates this Agreement for convenience at any time, University shall pay Coach through Coach's last day of employment and pay any Supplemental Compensation earned and accrued through participation in a qualifying event, but not yet paid at the effective date of the termination. 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

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damages and not a penalty, an amount equal to: Coach's base salary at the time of termination, divided by twelve, such amount multiplied by the number of months remaining of the Term under this Agreement at the time of termination, but in no event to exceed six (6) months, with such product multiplied by:

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

And further, if Coach terminates this Agreement for convenience during the first fourteen months of the Term, then the multiplier will be double the multiplier as listed above. Notwithstanding the foregoing, Coach shall owe no liquidated damages to the University if the effective date of termination occurs following the final game of the final season of the Term.

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

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

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

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

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

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

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

5.5. Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

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

Coach: Stacy Collins
Last known address on file with
University's Human Resource Services

with a copy to: Pete Roussel via pete.roussel@suite615.com

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

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

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

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

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

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

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

University

Coach

Jeremiah Dickey
Director of Athletics

~~Name of Coach~~ Stacy Collins

Date

Date

Dr. Marlene Tromp
President

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Date

Approved by the Idaho State Board of Education on the _____ day of _____, 2024.

DRAFT

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Coach Stacy Collins Maximum Compensation Calculation - 2024-2026

		Year 1	Year 2
3.1.1a	Annual Base Salary	\$ 350,000.00	\$ 350,000.00
3.1.1b	One-Time Signing Bonus	\$ 15,000.00	\$ -
3.2.1 & 3.2.2	Additional Pay based on Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game & Academic Achievement (max cumulative payout)	\$ 35,000.00	\$ 35,000.00
3.2.1	Additional Pay based on College Football Playoff ("CFP") (max cumulative payout)	\$ 70,000.00	\$ 70,000.00
	Total Maximum potential annual compensation under Employment Agreement	\$ 470,000.00	\$ 455,000.00

Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference

Coach	School	Base Salary	Incentives
Mike Thiessen	Air Force	Unknown	Unknown
Stacy Collins	Boise State	\$ 350,000	See contract
Tommy Perry	Colorado State	\$ 149,750.00	Unknown
John Baxter	Fresno State	\$ 219,080.00	<p>a. Base Salary. The base salary paid by the University to Employee for their services and the satisfactory performance of the terms and conditions of this Appointment Letter in the position of Assistant Football Coach: Special Teams Coordinator, will be at the rate of \$18,257.00 per month or \$219,080.00 on an annual basis, payable in equal monthly warrants by the University to Employee on or about the last day of each consecutive calendar month during the term of this appointment.</p> <p>2) Affiliated Conference Success</p> <ul style="list-style-type: none"> a) Eight percent (8%) of current annual base salary if Mountain West Conference or at-large bowl game participant b) Ten percent (10%) of current annual base salary if Mountain West Conference or at-large bowl game and Mountain West Conference Division Champions c) Twelve percent (12%) of current annual base salary if Mountain West Conference or at-large bowl game and Mountain West Conference Championship game winner d) Sixteen percent (16%) of current base salary if Mountain West Conference Championship game winner and BCS/CFP bowl game participant <p><i>Only one may be awarded</i></p> <p>The performance relating to the Mountain West Conference (MWC) ranking will be evaluated at the conclusion of the MWC regular season (excluding the MWC Championship contest). However, the national rankings will be concluded at the end of the regular season contests for all Division I FBS conferences.</p>
Thomas Sheffield	Hawaii	\$ 350,004.00	Unknown
Parker Henry	Nevada	\$ 60,000	Unknown
Shane Hunter	New Mexico	\$ 200,000.00	Unknown

Salary and Incentive Comparisons
 Head XX Coaches in Mountain West Conference

Zac Barton	San Diego State	Unknown	Unknown
Scott White	San Jose State	Unknown	Unknown
James Shibest	UNLV	\$ 300,000	Unknown
Nick Paremski	Utah State	\$ 150,000	Unknown
Shannon Moore	Wyoming	\$ 150,000	Unknown

Liquidated Damages
Head XX Coaches in Mountain West Conference

Coach	School	Length of Contract	Salary	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Tim Horton	Air Force	Unknown	Unknown	Unknown	Unknown	Unknown
Stacy Collins	Boise State	2 years	\$ 350,000	Yes	Tied to years in contract	See contract
Tommy Perry	Colorado State	At Will	\$ 149,750	Unknown	Unknown	Unknown
John Baxter	Fresno State	1 year - 2/1/23- 1/31/24	\$ 223,880	Yes	Percentage	<p>a) If the Employee resigns his position as Assistant Football Coach: Special Teams Coordinator before the conclusion of the 2023 football season including post-season competition, Employee will pay the Fresno Athletic Corporation ("Athletic Corporation") an early departure fee equal to 50% of his current annual base salary within 30 days of the effective date of the resignation.</p> <p>Amounts owed to the Athletic Corporation shall be paid in full no later than 30 days from the effective date of the resignation.</p>
Thomas Sheffield	Hawaii	2 years - 1/28/22- 1/27/24	\$ 350,004	Unknown	Tied to years in contract	<p>3. <u>TERMINATION OF AGREEMENT BY COACH.</u></p> <p>A. Coach may terminate this Agreement without legal or equitable penalty (including any payment of liquidated damages as referenced below) by giving verbal and written notice to the Athletics Director and Head Football Coach after six (6) months of continuous employment of the term set forth in Section 2.A. above.</p> <p>B. If Coach voluntarily terminates this Agreement prior to six (6) months of continuous employment of the term set forth in Section 2.A above and without providing verbal and written notice to the Athletics Director and Head Football Coach as set forth in Section 9.A, then Coach shall pay the University as liquidated damages, a lump sum amount equal to one hundred percent (100%) of Coach's then annual base salary within ninety (90) days of the date on which the termination occurs. This payment is the University's exclusive remedy subject to Coach also complying with Coach's obligations under Sections 8.A.vi, and 10. Coach shall not be liable or responsible for any other damages or loss to University, and the liquidated damage amount to be paid by Coach to University is in lieu of any and all other legal remedies or equitable relief and without regard to any mitigation of damages or loss that University obtains.</p> <p>i. In addition to the payment of liquidated damages as provided above in the event of a termination by the Coach, Coach will be obligated to reimburse University for any non-work related expenses incurred by Coach and paid through University.</p>
Parker Henry	Nevada	At Will	\$ 60,000	Unknown	Unknown	Unknown

Liquidated Damages
 Head XX Coaches in Mountain West Conference

Shane Hunter	New Mexico	1 year, 2 months	\$ 200,000.00	Yes	Percentage	<p>12. Termination by Request of Coach: Coach may terminate this Contract at any time upon written notice to the DIA. In the event that Coach terminates this Contract pursuant to this Section, the University shall have no further liability except for base salary and benefits accrued to the date of termination.</p> <p>Coach understands and agrees that termination of this Contract pursuant to this Section prior to the expiration of the Contract Term will cause irreparable harm to the reputation and athletic programs of the University in an amount not capable of precise calculation or quantification. Therefore, if Coach terminates this Agreement during the Contract Term, Coach agrees to pay to the University as liquidated damages, and not as a penalty, fifty percent (50%) of his base salary for the remainder of the Contract Term, within sixty (60) days of such termination.</p> <p>Liquidated damages may be modified to a lesser amount at the discretion of the DIA, with approval of the University President.</p>
Zac Barton	San Diego State	Unknown	Unknown	Unknown	Unknown	Unknown
Scott White	San Jose State	Unknown	Unknown	Unknown	Unknown	Unknown
James Shibest	UNLV	At Will	\$ 325,000	Unknown	Unknown	Unknown
Nick Paremski	Utah State	At Will	\$ 150,000	Unknown	Unknown	Unknown
Shannon Moore	Wyoming	1 year 3/1/23- 2/28/24	\$ 150,000	Unknown	Unknown	Unknown

CONSENT
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BOISE STATE UNIVERSITY

SUBJECT

Graduate Certificate in User Research - request to offer this existing certificate with an online program fee.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University proposes to offer a graduate Certificate in User Research, an existing graduate certificate offered online, to be offered utilizing an online program fee. This certificate will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs. The proposed graduate certificate provides students with in-depth knowledge and practical mastery of qualitative research methods rooted in ethnography, with an emphasis on how user research informs design and design thinking. Students complete practical exercises, learn ethical practices, and build portfolio items.

The graduate certificate in User Research is embedded into the User Research emphasis as part of the online master's degree in Digital Communication Management (DCM). Students may complete the User Research as a stand-alone certificate or complete it as part of the DCM degree to complete the degree and emphasis requirements. Students initially interested in the certificate can now house that certificate within an online degree; students initially interested in the DCM masters have an additional opportunity to specialize their skillset and improve their career readiness.

IMPACT

Nearly 300 job postings in Idaho were identified from March 2023 - March 2024 that reference 'user research' skills. Idaho employers include Cisco, Highmark Health, HP, Humana, Meta, Merck, Oracle, Scentsy, and several smaller companies. A few examples of position titles include Director of Digital/User Experience, Director of Product Design, Portfolio Strategists, Product Designers, and Technical Product Managers. Across the United States, over 30,000 job postings in the same one-year period were identified, with approximately 9,000 in the western U.S. Graduates of this certificate program will be able to work in management positions across multiple industry sectors including business, technology, healthcare, and more.

The program's overall size will be scaled to demand. Courses are currently available online, and no new instructional costs are expected to be incurred.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.b. ii. The price-point of \$525 for the proposed online

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certificate aligns with the majority of Boise State University's undergraduate online programs. For students who need 9 credits to earn the certificate, the cost of the program would be \$4,725 (9 credits at \$525 per credit).

STAFF COMMENTS AND RECOMMENDATIONS

According to Board Policy V.R.3.b.ii – Institutional Online Program Fee, an institutional online program fee may be charged for any fully online undergraduate, graduate, and certificate program. An online program fee shall be in lieu of resident or non-resident tuition (as defined in Idaho Code § 33-3717B) and all other Board approved fees. An online program is defined as one in which all courses are offered and delivered via distance learning modalities, provided however, that the limited on-campus meetings may be allowed if necessary for accreditation purposes or to ensure the program is pedagogically sound.

Boise State's request to assess an online program fee of \$525 per credit for the graduate Certificate in User Research aligns with criteria as defined in Board Policy V.R.3.b.ii.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to offer a graduate Certificate in User Research, an existing online certificate, to be also offered utilizing an online program fee model. The certificate program will charge an online program fee of \$525 per credit.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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IDAHO STATE UNIVERSITY

SUBJECT

Multi-year contract for Seton Sobolewski, Head Women's Basketball Coach

REFERENCE

August 2022

The Idaho State Board of Education (Board) approved a five year employment agreement with Head Women's Basketball Coach Seton Sobolewski. Increased pay and incentives were approved at that time, following a Championship season.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In August 2022, the Board approved a five (5) year employment contract with Seton Sobolewski as the Head Women's Basketball Coach terminating in May 2026. Coach Sobolewski has continued to lead ISU Women's Basketball to perform at a high level academically and athletically. Three times in the last 5 years the Women's Basketball Team has had a perfect APR of 1,000, including the most recent year of 1,000. Idaho State University (ISU) requests approval to enter into a new five (5) year contract with Coach Sobolewski as Head Women's Basketball Coach as an effort to continue to retain a high performing coach by extending term of years. The new contract reflects a salary increase, however it is budget neutral as it does not exceed the increase mandated by the earlier contract.

The base pay in the employment agreement reflects Coach's current base salary, and is subject to annual increases of \$6,000 per the prior and proposed contract. The maximum proposed incentive pay for academic achievement is \$8,000 which significantly exceeds the athletic incentive amount of winning the conference championship. The proposed employment agreement is in substantial conformance with the Board's model contract. The Liquidated Damages have been updated with a 100% increase to \$50,000 to better reflect the cost of making a new hire and addressing transfer portal attrition.

IMPACT

The new contract will be for five (5) years, extending from 7/1/24 to 5/4/29. The previous salary of \$139,287 is increased to \$151,287.00 based on the \$6,000 annual increase which is assigned in the prior contract. Supplementary Compensation remains unchanged from the previous contract as follows:

- 1/26 of annual salary for BSC Regular Season Championship

CONSENT
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- 1/26 of annual salary for NCAA Tournament Berth
- \$4,000 for earning a Single Year APR of 985-999 or \$8,000 for earning a Single Year APR of 1,000
- \$3,500 for achieving 18-19 NCAA DI Wins or \$5,000 for achieving 20 NCAA DI Wins
- NCAA Tournament Round Wins, 1st = \$3,000; 2nd = \$6,000; 3rd = \$9,000; 4th = \$12,000; 5th = \$15,000; 6th = \$18,000
- \$1,500 for each win in a WNIT appearance
- \$10,000 for participating in media, fundraising, and public appearances
- Annual increase of \$6,000.00 on July 1st for each year of the term.

*All bonuses are contingent upon the ISU Women's Basketball team maintaining a multi-year APR Score of 950 or above

ATTACHMENTS

- Attachment 1 – Proposed Clean Contract
- Attachment 2 – Redline from Model
- Attachment 3 – Redline from Current Contract
- Attachment 4 – APR Summary
- Attachment 5 – Salary and Incentive Sheet
- Attachment 6 – Liquidated Damages Sheet
- Attachment 7 – Max Compensation Calculation

STAFF COMMENTS AND RECOMMENDATIONS

The proposed employment agreement is in substantial conformance with the Board-approved model contract with a base salary of \$151,287.00 and increase by \$6,000 each year on July 1st for the term of the contract.

The contract does contemplate Athletic Achievement Incentives as well as additional compensation for academic achievement and behavior of team members as detailed in Attachment 1 – Section 3.2 Supplemental Compensation. The dollar incentive for academic achievement is tied to the NCAA Academic Progress Rate (APR) Standards that are reported to the Board annually by the institutions.

Should Idaho State University (ISU) decide to terminate the Coach for convenience, ISU would be obligated to pay the Coach, as liquidated damages, the base salary of \$151,282 with subsequent annual increases and related benefits until the term of the agreement ends or the Coach obtains reasonably comparable employment, whichever occurs first. If the Coach terminates the agreement for

CONSENT
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convenience, they will be held responsible for fifty thousand dollars (\$50,000) of liquidated damages as detailed in Attachment 1 – Section 5.3.

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

BOARD ACTION

I move to approve the request by Idaho State University to enter into a five (5) employment agreement with Seton Sobolewski, Head Women's Basketball Coach, commencing on July 1, 2024 and terminating on May 4, 2029, at a base salary of \$151,287 and supplemental compensation provisions, as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



Idaho State University

ATHLETICS MULTI-YEAR CONTRACT SETON SOBOLEWSKI, HEAD COACH - WOMEN'S BASKETBALL

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY (University), and SETON SOBOLEWSKI (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 Women's Basketball Team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Sections 3.2.1 through 3.2.4. shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years and 10 months, commencing on July 1, 2024 and terminating, without further notice to Coach, on May 4, 2029 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. 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 \$151,282 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President;
- b) Each year on July 1st for the term of the contract, if Coach continues to be employed by the University, the annual salary shall increase by the amount of \$6,000.
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and
- d) 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 President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation: The potential supplemental compensation described herein shall be available to Coach only in years when the following conditions are met: (1) the Team operates within the assigned and agreed upon Women's Basketball budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

3.2.1. Each year the Team is the 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 ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two (2) weeks of Coach's Annual Salary during the fiscal year in which the Championship is achieved. The

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

3.2.2 Each year the Team either wins the Big Sky Conference tournament or obtains an NCAA Women's Basketball Tournament berth, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to two (2) weeks of Coach's Annual Salary during the fiscal year in which the post-season participation is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$8,000 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. The determination shall be based on the following factors: the Academic Progress Rate; grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; and the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above.

<u>Women's Basketball APR Score:</u>	Incentive Pay Up To:
985-999	\$ 4,000
1000	\$ 8,000

3.2.4 Record Bonus. The University must pay to Coach supplemental compensation in the amount of \$3,500 for winning eighteen or nineteen (18 or 19) regular season Division I Women's Basketball games, and \$5,000 for winning twenty (20) or more regular season Division I Women's Basketball games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

3.2.5 Each year the Team advances in the NCAA Women's Basketball Tournament, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

Round 1	64 Teams	1 st win	\$3,000.00
Round 2	32 Teams	2 nd win	\$6,000.00
Round 3	16 Teams	3 rd win	\$9,000.00
Round 4	8 Teams	4 th win	\$12,000.00
Round 5	4 Teams	5 th win	\$15,000.00
Round 6	2 Teams	6 th win	\$18,000.00

Possible national championship winner computation bonus total: \$63,000.00

3.2.6 Each year the Team advances in the WNIT Women’s Basketball Post-Season Tournament, and if Coach continues to be employed as the University’s head Women’s Basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

Round 1	32 Teams	1 st win	\$1,500.00
Round 2	16 Teams	2 nd win	\$1,500.00
Round 3	8 Teams	3 rd win	\$1,500.00
Round 4	4 Teams	4 th win	\$1,500.00
Round 5	2 Teams	5 th win	\$1,500.00

Possible bonus computation total for winning WNIT Women’s Basketball Post-Season Tournament: \$7,500.00

3.2.7 Coach shall receive the sum of \$10,000 from the University or the 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, fundraising 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. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 (SUMMER CAMP—OPERATED BY UNIVERSITY) 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 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 women’s basketball camps, the University shall pay Coach and Coach’s designees according to the net proceeds generated by camps as supplemental compensation during each year of employment as head women’s basketball coach at the University. This amount shall be paid from camp accounts and a detailed accounting of all revenue and expenses provided to the Director.

3.3 Apparel Agreement. Coach agrees that the University has the exclusive right to select footwear, apparel, and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas or another entity (hereinafter referred to as “Apparel Entity”), to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University’s reasonable request, Coach will consult with appropriate parties concerning an Apparel Entity product’s design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Apparel Entity, or give a lecture at an event sponsored in whole or in part by Apparel Entity, or make other educationally related appearances as may be reasonably requested

by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder Coach's duties and obligations as head football coach. In order to avoid entering into an agreement with a competitor of Apparel Entity, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Apparel Entity, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.4 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 well-being;

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

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

regulations; and (e) the rules and regulations of the conference of which the University is a member.

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

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

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

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

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the President's Office whenever reasonably requested, but in no event less than annually before the close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to the University. In no event

shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.

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

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

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

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

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

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay;

reassign Coach to other duties; or terminate this Agreement at any time for good or adequate cause, as those terms are defined in applicable rules and regulations, including in University policy.

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA member institution;
- d) Ten (10) working days' absence of Coach from duty without the Director's consent;
- e) Any conduct of Coach that the University determines brings Coach into general public disrepute, contempt, scandal, or ridicule or that would, in the University's judgment, reflect adversely on the University or its athletic programs, including a violation by Coach of any law, except minor traffic offenses;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.
- k) A failure of Coach to maintain a high level of professionalism, including a failure to exercise the proper level of conduct and decorum expected of a highly-visible university employee, which is at all times expected to create a safe and professional environment for student-athletes, subordinates, co-workers, and others who provide support and service to the staff and student athletes at Idaho State University.

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

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

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

5.2 Termination of Coach for Convenience of University

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the remaining unpaid amounts contained in the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in Section 3.1.1(a) (before deductions required by law) by the gross 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 health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled

to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

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

5.3 Termination by Coach for Convenience

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: fifty thousand dollars (\$50,000). 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 of eight (8) percent per annum until paid.

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

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

5.4 Termination due to Disability or Death of Coach

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

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

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

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

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

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

ARTICLE 6

6.1 Approval. This Agreement shall not be effective until and unless executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this

agreement shall be subject to the approval of the Board, if required, and the President; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University rules regarding financial exigency.

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

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

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

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

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

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

6.8 Force Majeure. Any prevention, delay or stoppage due to causes beyond a party's reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, whether foreseeable or not, including but not limited to: government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; strikes, lockouts, labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefor; governmental restrictions, governmental regulations, or governmental controls; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

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

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

the University: Director of Athletics
Pauline Thiros
Idaho State University
MS 8173
Pocatello, ID 83209

with a copy to: President
Robert Wagner
Idaho State University
MS 8310
Pocatello, ID 83209

Coach: Head Women's Basketball Coach
Idaho State University
MS 8173
Pocatello, ID 83209

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

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

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

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, 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: Dr. Robert Wagner
Idaho State University President

Signature: _____
Printed Name: Seton Sobolewski
Head Coach
Idaho State Women's Basketball

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.]



ATHLETICS MULTI-YEAR CONTRACT

[COACH NAME] SETON SOBOLEWSKI, HEAD COACH - [SPORT] WOMEN'S BASKETBALL

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY (University), and [LEGAL NAME OF COACH] SETON SOBOLEWSKI (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its [INSERT SPORT/TEAM] Women's Basketball Team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Sections 3.2.1 through 3.2.4. shall cease.

~~**1.4. Contingent on Successful Background Check.** This Agreement is contingent on successful completion of a background check in accordance with University policy for new employees. Should the University, in its sole discretion, determine the results of a background check preclude Coach from employment, then the University may immediately terminate this Agreement with written notice and Coach shall not be entitled to any payment or benefits under this Agreement. [1]~~

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of [INSERT TERM OF YEARS 3 OR LESS] four (4) years and 10 months, commencing on [INSERT COMMENCEMENT DATE] July 1, 2024 and terminating, without further notice to Coach, on [INSERT TERMINATION DATE] May 4, 2029 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. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation

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

- a) An annual salary of ~~\$(INSERT SALARY AMOUNT IN USD)~~\$151,282 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President;
- ~~b)~~ Each year on July 1st for the term of the contract, if Coach continues to be employed by the University, the annual salary shall increase by the amount of \$6,000.
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and
- ~~ed)~~ 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 President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation: The potential supplemental compensation

described herein shall be available to Coach only in years when the following conditions are met: (1) ~~[INSERT CONDITIONS SUCH AS MINIMUM APR THRESHOLD]~~ and (2) the Team operates within the assigned and agreed upon ~~[TEAM/SPORT]~~Women's Basketball budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

3.2.1. Each year the Team is the ~~[INSERT TRIGGER EVENT: BIG SKY CHAMP, COACH OF YEAR, ETC]~~regular season Conference Champion or Co-Champion, and if Coach continues to be employed as University's Head ~~[INSERT TEAM/SPORT]~~Women's Basketball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to ~~[INSERT AMOUNT IN WEEKS]~~two (2) weeks of Coach's Annual Salary during the fiscal year in which the ~~[TRIGGER EVENT]~~Championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

~~3.2.2 Each year the Team either wins the Big Sky Conference tournament or obtains an NCAA Women's Basketball Tournament berth, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to two (2) weeks of Coach's Annual Salary during the fiscal year in which the post-season participation is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~[\$[INSERT USD AMOUNT]]~~\$8,000 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. The determination shall be based on the following factors: the Academic Progress Rate; grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; and the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above.

	[TEAM/SPORT] Women's Basketball APR Score:	_____	Incentive Pay
Up To:	970-979	_____	\$ [USD AMOUNT]
	980-989	_____	\$ [USD AMOUNT]
	990 985-999	_____	\$ [USD AMOUNT] 4,000
	1000	_____	\$ [USD AMOUNT] 8,000

3.2.43.2.4 Record Bonus. The University must pay to Coach supplemental compensation in the amount of \$3,500 for winning eighteen or nineteen (18 or 19) regular season Division I Women’s Basketball games, and \$5,000 for winning twenty (20) or more regular season Division I Women’s Basketball games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

3.2.5 Each year the Team advances in the NCAA Women’s Basketball Tournament, and if Coach continues to be employed as University’s head Women’s Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

Round 1	64 Teams	1 st win	\$3,000.00
Round 2	32 Teams	2 nd win	\$6,000.00
Round 3	16 Teams	3 rd win	\$9,000.00
Round 4	8 Teams	4 th win	\$12,000.00
Round 5	4 Teams	5 th win	\$15,000.00
Round 6	2 Teams	6 th win	\$18,000.00

Possible national championship winner computation bonus total: \$63,000.00

3.2.6 Each year the Team advances in the WNIT Women’s Basketball Post-Season Tournament, and if Coach continues to be employed as the University’s head Women’s Basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

Round 1	32 Teams	1 st win	\$1,500.00
Round 2	16 Teams	2 nd win	\$1,500.00
Round 3	8 Teams	3 rd win	\$1,500.00
Round 4	4 Teams	4 th win	\$1,500.00
Round 5	2 Teams	5 th win	\$1,500.00

Possible bonus computation total for winning WNIT Women’s Basketball Post-Season Tournament: \$7,500.00

3.2.7 Coach shall receive the sum of \$10,000 from the University or the 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, fundraising 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. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth [TEAM/SPORT]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 [\[TEAM/SPORT\]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 [\[TEAM/SPORT\]women's basketball](#) camps, the University shall pay Coach and Coach's designees according to the net proceeds generated by camps as supplemental compensation during each year of employment as head [\[TEAM/SPORT\]women's basketball](#) coach at the University. This amount shall be paid from camp accounts and a detailed accounting of all revenue and expenses provided to the Director.

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

3.4 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 well-being;

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

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

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

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

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

- e) The routine requesting of rules interpretations.

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

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

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

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

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

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

exploitation, or any assault that employs the use of a deadly weapon or causes serious bodily injury.

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA member institution;
- d) Ten (10) working days' absence of Coach from duty without the Director's consent;
- e) Any conduct of Coach that the University determines brings Coach into general public disrepute, contempt, scandal, or ridicule or that would, in the University's judgment, reflect adversely on the University or its athletic

programs, including a violation by Coach of any law, except minor traffic offenses;

- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.
- k) A failure of Coach to maintain a high level of professionalism, including a failure to exercise the proper level of conduct and decorum expected of a highly-visible university employee, which is at all times expected to create a safe and professional environment for student-athletes, subordinates, co-workers, and others who provide support and service to the staff and student athletes at Idaho State University.

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

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

5.1.4 If found in violation of NCAA regulations, Coach shall, in addition to the provisions of Section 5.1, be subject to disciplinary or corrective action as set forth in the

provisions of the NCAA enforcement procedures. This Section applies to violations occurring at the University or at previous institutions at which Coach was employed.

5.2 Termination of Coach for Convenience of University

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

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

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

5.3 Termination by Coach for Convenience

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: ~~[INSERT SUM]~~ fifty thousand dollars (\$50,000). 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 of eight (8) percent per annum until paid.

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

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

5.4 Termination due to Disability or Death of Coach

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

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

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

5.5 Interference by Coach. In the event of an announcement to the Athletic Director of a future departure, a formal resignation, termination, suspension, or reassignment, Coach

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

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

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

ARTICLE 6

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

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

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

6.4 Waiver. No failure of the University to enforce a right of this Agreement shall constitute a waiver of that right. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular

breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

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

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

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

6.8 Force Majeure. Any prevention, delay, or stoppage due to causes beyond a party's reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, whether foreseeable or not, including but not limited to: government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; strikes, lockouts, labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefor; governmental restrictions, governmental regulations, or governmental controls; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party, ~~so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so~~ for a period equal to any such prevention, delay or stoppage.

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

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

the University: Director of Athletics
 Pauline Thiros
 Idaho State University
 MS 8173
 Pocatello, ID 83209

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

Coach: [INSERT COACH NAME AND CONTACT INFO]Head Women's Basketball
Coach
Idaho State University
MS 8173
Pocatello, ID 83209

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

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

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

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

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

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

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

University

Coach

Signature: _____
Printed Name: Kevin Satterlee Dr. Robert
Wagner
Idaho State University President

Signature: _____
Printed Name: [COACH NAME]Seton
Sobolewski
Head Coach
[SPORT/TEAM]Idaho State Women's
Basketball

Date: _____

Date: _____

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

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



**ATHLETICS MULTI-YEAR CONTRACT
SETON SOBOLEWSKI, HEAD COACH - WOMEN'S BASKETBALL**

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY (University), and SETON SOBOLEWSKI (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 Women's Basketball Team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Sections 3.2.1 through 3.2.4. shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~five~~ four (4) years and 10 months, commencing on July 1, ~~2022~~2024 and terminating, without further notice to Coach, on May ~~21, 2027~~24, 2029 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. 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 ~~\$139,287~~151,282 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President;
- b) Each year on July 1st for the term of the contract, if Coach continues to be employed by the University, the annual salary shall increase by the amount of \$6,000.
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and
- d) 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 President, in the President's discretion, to institute furloughs or to take such other actions consistent with Board policy as the President may determine to be necessary to meet such challenges. In the event of a furlough or other action, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation: The potential supplemental compensation described herein shall be available to Coach only in years when the following conditions are met: (1) the Team operates within the assigned and agreed upon Women's Basketball budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

3.2.1. Each year the Team is the 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 ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two (2) weeks of Coach's Annual Salary during the fiscal year in which the Championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team either wins the Big Sky Conference tournament or obtains an NCAA Women's Basketball Tournament berth, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to two (2) weeks of Coach's Annual Salary during the fiscal year in which the post-season participation is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$8,000 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. The determination shall be based on the following factors: the Academic Progress Rate; grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; and the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above.

<u>Women's Basketball</u> <u>APR Score:</u>	Incentive Pay Up To:
985-999	\$ 4,000
1000	\$ 8,000

3.2.4 Record Bonus. The University must pay to Coach supplemental compensation in ~~the~~ amount of \$3,500 for winning eighteen or nineteen (18 or 19) regular season Division I Women's Basketball games, and \$5,000 for winning twenty (20) or more regular season Division I Women's Basketball games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

3.2.5 ~~Each~~ year the Team advances in the NCAA Women's Basketball Tournament, and if Coach continues to be employed as University's head Women's Basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

Round 1	64 Teams	1 st win	\$3,000.00
Round 2	32 Teams	2 nd win	\$6,000.00

Round 3	16 Teams	3 rd win	\$9,000.00
Round 4	8 Teams	4 th win	\$12,000.00
Round 5	4 Teams	5 th win	\$15,000.00
Round 6	2 Teams	6 th win	\$18,000.00

Possible national championship winner computation bonus total: \$63,000.00

3.2.6 Each year the Team advances in the WNIT Women’s Basketball Post-Season Tournament, and if Coach continues to be employed as the University’s head Women’s Basketball coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better.

Round 1	32 Teams	1 st win	\$1,500.00
Round 2	16 Teams	2 nd win	\$1,500.00
Round 3	8 Teams	3 rd win	\$1,500.00
Round 4	4 Teams	4 th win	\$1,500.00
Round 5	2 Teams	5 th win	\$1,500.00

Possible bonus computation total for winning WNIT Women’s Basketball Post-Season Tournament: \$7,500.00

3.2.7– Coach shall receive the sum of \$10,000 from the University or the 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, fundraising 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. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 (SUMMER CAMP–OPERATED BY UNIVERSITY) 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 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 women’s basketball camps, the University shall pay Coach and Coach’s designees according to the net proceeds generated by camps as supplemental compensation during each year of employment as head women’s basketball coach at the University. This amount shall be paid from camp accounts and a detailed accounting of all revenue and expenses provided to the Director.

3.3 Apparel Agreement. Coach agrees that the University has the exclusive right to select footwear, apparel, and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team

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

3.4 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 well-being;

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

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

and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's policies and procedures; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the conference of which the University is a member.

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

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

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

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

connection with any such arrangements without the prior written approval of the Director and University Marketing and Communications.

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

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

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

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

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

4.8 Media and Fundraising Obligations. Coach must fully participate in media and fundraising programs and public appearances (Programs) through the term of this contract as requested by the Director or the Director's designee. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of the University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for these Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a

regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA member institution;
- d) Ten (10) working days' absence of Coach from duty without the Director's consent;
- e) Any conduct of Coach that the University determines brings Coach into general public disrepute, contempt, scandal, or ridicule or that would, in the University's judgment, reflect adversely on the University or its athletic programs, including a violation by Coach of any law, except minor traffic offenses;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other

employees for whom Coach is administratively responsible, or a member of the Team; or

- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.
- k) A failure of Coach to maintain a high level of professionalism, including a failure to exercise the proper level of conduct and decorum expected of a highly-visible university employee, which is at all times expected to create a safe and professional environment for student-athletes, subordinates, co-workers, and others who provide support and service to the staff and student athletes at Idaho State University.

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

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

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

5.2 Termination of Coach for Convenience of University

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

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

the University pays will be reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in Section 3.1.1(a) (before deductions required by law) by the gross 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 health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

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

5.3 Termination by Coach for Convenience

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: ~~twenty-five~~fifty thousand dollars (\$~~2550~~50,000). 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 of eight (8) percent per annum until paid.

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

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

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

5.4 Termination due to Disability or Death of Coach

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

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

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

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

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

5.7 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University

from compliance with the notice, appeal, and similar employment-related rights provided for in Board policy, IDAPA 08.01.01 et seq., and the University Policies and Procedures.

ARTICLE 6

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

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

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

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

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

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

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

6.8 Force Majeure. Any prevention, delay or stoppage due to causes beyond a party's reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, whether foreseeable or not, including but not limited to: government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; strikes, lockouts, labor disputes; acts of God; inability to obtain

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

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

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

the University: Director of Athletics
 Pauline Thiros
 Idaho State University
 MS 8173
 Pocatello, ID 83209

with a copy to: President
 [Kevin Satterlee](#)[Robert Wagner](#)
 Idaho State University
 MS 8310
 Pocatello, ID 83209

Coach: Head Women's Basketball Coach
 Idaho State University
 MS 8173
 Pocatello, ID 83209

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

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

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

6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, 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: _____

Signature: _____

Printed Name: ~~Kevin Satterlee~~ Dr. Robert Wagner

Printed Name: Seton Sobolewski

Idaho State University President

Head Coach
~~Idaho~~ Idaho State Women's Basketball

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.]

IDAHO STATE UNIVERSITY

Women's Basketball APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2018-19	2019-20	2020-21	2021-22	2022-23	REPORT YEAR
Women's Basketball	1000	982	1000	1000	982	Raw Score for single year
Percentile Rank within Sport	80-90	Not Calculated Covid	80-90	80-90	Not Yet Available	

MULTI-YEAR APR (4-Year Rolling Average)

Women's Basketball	995	991	995	996	991
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**CONSENT
JUNE 12-13, 2024**

ATTACHMENT 5

Big Sky Conference Women's Basketball Head Coach Salary and Incentives Chart

Supporting Information for ISU Head Women's Basketball Coach (Seton Sobolewski) Contract

*Information pulled from most recent Big Sky Conference Salary Survey

INSTITUTION	BASE SALARY	INCENTIVES
Sacramento State	\$ 150,000.00	\$2,500 for BSC HC of the Year or Co-Head Coach of the Year \$2,500 for BSC Regular Season Championship \$5,000 for BSC Tournament Championship \$5,000 for undefeated BSC season \$5,000 for and At Large selection to the NCAA Tournament \$5,000 for each win in the first 2 rounds of the NCAA Tournament \$7,500 for reaching the round of 16 in the NCAA Tournament \$10,000 for each win after reaching the round of 16 in the NCAA Tournament \$2,000 for an invitation to the WNIT \$2,000 for each win in the WNIT \$2,500 for posting a four year rolling APR above 965 \$2,500 for a cumulative team GPA of 3.2 or higher
Weber State	\$ 123,235.00	\$2,500 for BSC Regular Season Championship \$2,500 for BSC Tournament Championship \$1,000 for single year APR of 950 or greater \$750 for BSC Coach of the Year \$3,000 for each win in Rounds 1, 2, 3, of NCAA Tournament to be shared by the coaching staff at the discretion of the Head Coach \$6,000 for each win AFTER round 3 of the NCAA Tournament to be shared by the coaching staff at the discretion of the Head Coach \$1,500 for each win in Rounds 1, 2, 3, of the WNIT to be shared by the coaching staff at the discretion of the Head Coach
Montana State	\$ 197,000.00	\$30,000 media appearance bonus \$12,500 retention incentive each year Coach remains employed as of July 1st \$2,500 for each semester the team achieves a GPA of 3.45 or higher \$5,000 for each year the team achieves a GPA of 3.45 or higher \$10,000 for each year the team earns an APR of 985 \$5,000 for each year the department earns an APR of 985 \$5,000 for each year the team is placed in the top 10 of the annual team GPA recognition by the WBCA \$5,000 for exceeding 300 in season tickets sold in year 1 \$5,000 for exceeding 350 in season tickets sold in year 2 \$5,000 for exceeding 400 in season tickets sold in year 3 \$17,500 for each year Coach promotes and participates in fundraising activities, social activities, Booster functions, public speaking engagements, and ticket sales campaigns \$7,500 for BSC Coach of the Year or Co-Coach of the Year \$7,000 for recognition as a regional and/or national Coach of the Year \$5,000 for selection to the NCAA Tournament \$2,500 for selection to the WNIT \$10,000 for each win in the NCAA Tournament \$25,000 for advancing to the Final Four of the NCAA Tournament \$50,000 for winning the NCAA Tournament \$5,000 for achieving 20-23 wins including regular and post season

**CONSENT
JUNE 12-13, 2024**

ATTACHMENT 5

		\$5,000 for achieving 24-28 wins including regular and post season \$7,500 for achieving 29 wins including regular and post season
Portland State	\$ 146,504.00	\$2,500 for 20 wins vs. Division I opponents \$5,000 for advancing to the NCAA Tournament \$5,000 for each NCAA Tournament win \$2,500 for advancing to the WNIT \$2,500 for each WNIT win \$5,000 for earning a single year APR of 940 or higher \$5,000 for earning a BSC regular season Championship, including a tie \$5,000 for earning BSC Coach of the Year
Norther Arizona	\$ 149,350.00	\$3,000 for earning APR of 975; \$5,000 for earning APR of 987; \$7,000 for earning APR of 1,000 \$3,000 for earning a team GPA of 3.3; \$5,000 for earning a team GPA of 3.4; \$7,000 for earning a team GPA of 3.5 \$7,000 for BSC Regular Season Championship, including ties \$7,000 for BSC Tournament Championship \$7,000 for NCAA Tournament Appearance (Not AQ) \$3,000 for each NCAA Tournament win \$40,000 for NCAA National Championship \$3,000 for WNIT appearance \$7,000 for WNIT Championship \$4,000 for BSC Coach of the Year \$13,000 for National Coach of the Year
Idaho	\$ 120,016.00	One Thirteenth of annual salary for becoming eligible for the NCAA Tournament One Thirteenth of annual salary for a top 25 ranking in any published national final poll \$2,000 for BSC Coach of the Year \$1,500 for earning APR of 960 or higher \$18,000 for for participataion in media programs and public appearances \$5,000 for advancing to the Round of 16 of the NCAA Tournament \$3,500 for appearance in the WNIT \$1,000 for participation in the WBI Coach is entitled to a bonus equal to a Net Game Guarantee
Northern Colorado	\$ 135,000.00	\$5,000 for an increase of five (5) percent in home paid attendance revenue in current season over immediately preceding season \$10,000 for women's basketball student-athlete annual academic performance at or above 940 of the NCAA Academic Performance Rate \$5,000 for team grade point average (GPA) after Fall and Spring semester at or above 3.00 \$5,000 for women's basketball finishing in the top three (3) in Big Sky Conference regular season and/or achieving 20 wins \$5,000 for one or more women's basketball student-athletes' receipt of Big Sky Conference regular or post-season award; including honorable mention \$5,000 for winning or sharing the Big Sky Conference Women's Basketball regular season title or winning the Big Sky Conference Women's Basketball Tournament
Eastern Washington	\$ 136,300.00	\$2,500 annual retention increase \$2,000 for BSC Regular Season Championship \$1,000 for each win in the BSC Tournament \$2,000 for BSC Tournament Championship \$5,000 for each win in the first 2 rounds of the NCAA Tournament to be shared with coaching staff at the discretion of the Head Coach

**CONSENT
JUNE 12-13, 2024**

ATTACHMENT 5

		<p>\$7,500 for reaching the round of 16 in the NCAA Tournament to be shared with coaching staff at the discretion of the Head Coach \$10,000 for each win after reaching the round of 16 in the NCAA Tournament, to be shared with coaching staff at the discretion of the Head Coach \$1,000 for each non-NCAA post season win \$1,000 should the team cumulative GPA exceed 3.4 after the spring quarter, or if the multi-year APR is 975 or greater</p>
Montana	\$ 140,000.00	<p>\$10,000 media and fundraising bonus \$5,000 for Coach of the Year \$5,000 for NCAA berth; plus \$2,500 for each assistant \$5,000 for each win advancing in the WNIT; plus \$2,500 for each win per assistant \$7,500 for a first round win; plus \$2,500 for each assistant \$10,000 for a second round win; plus \$5,000 for each assistant \$20,000 for each sweet 16 win; plus \$10,000 per sweet 16 win for each assistant \$25,000 for each final four win; plus \$12,500 per final four win for each assistant \$4,000 maximum for GPA exceeding 3.2; plus \$1,000 for each assistant \$2,500 for APR exceeding 950; plus \$500 for each assistant \$5,000 for GSR exceeding overall Division I WBB GSR rate; plus \$1,000 for each assistant \$1,000 for no "0-for-2" APR hits; \$250 for each assistant \$7,500 for 2,000+ ticket games sold per game \$5,000 for season ticket sales of 3,000</p>
Idaho State	\$ 151,287.00	<p>1/26 of annual salary for BSC Regular Season Championship 1/26 of annual salary for BSC Tournament Championship \$4,000 for earning a Single Year APR of 985-999 \$8,000 for earning a Single Year APR of 1,000 \$3,500 for achieving 18-19 NCAA Division I wins \$5,000 for achieving 20 or more NCAA Division I wins NCAA Tournament Round Wins, 1st = \$3,000; 2nd = \$6,000; 3rd = \$9,000; 4th = \$12,000; 5th = \$15,000; 6th = \$18,000 \$1,500 for each win in a WNIT appearance \$10,000 for participating in media, fundraising, and public appearances *All bonuses are contingent upon the ISU Women's Basketball functioning within the approved budget</p>

**CONSENT
JUNE 12-13, 2024**

ATTACHMENT 6

Big Sky Conference Women's Basketball Head Coach Salary and Incentives Chart
Supporting Information for ISU Head Women's Basketball Coach (Seton Sobolewski) Contract

INSTITUTION	LENGTH OF CONTRACT	Latest Recorded FY Total Compensation	LIQUIDATED DAMAGES CLAUSE?	TYPE OF LIQUIDATED DAMAGES CLAUSE	STRUCTURE OF LIQUIDATED DAMAGES
Sacramento State	5 years	\$ 187,500.00	NO	Coach must inform the Director if Coach is seeking another position and obtain a release to do so.	NA
Weber State	4 years	\$ 115,000.00	YES	Flat rate	\$20,000
Montana State	4 years	\$ 257,500.00	YES	Tied to value of compensation for years remaining on the contract	...Coach will pay University, as liquidated damages: an amount equal to that portion (pro-rata) of the Coach's Base salary and benefits remaining unpaid under this Agreement.
Portland State	5 years	\$ 146,504.00	YES	Flat rate	\$30,000
Northern Arizona	5 years	\$ 194,440.00	YES	Flat rate	An amount equal to one year's base salary.
Idaho	5 years	\$ 178,390.00	YES	Sliding scale	...if the Coach terminates with three or more years remaining liquidated damages shall be \$100,000; with less than 3 years but 2 or more years the liquidated damages are \$75,000; with less than 2 years but more than one year \$50,000; and the sum of zero with less than one year remaining.
Northern Colorado	5 years	\$ 161,500.00	YES	Flat rate	\$60,000
Eastern Washington	5 years	\$ 136,300.00	YES	Flat rate	New Coach, not a full year of data available.
Montana	5 years	\$ 176,312.00	YES	Sliding scale with multiplier	An amount equal to base salary multiplied by the remaining years on the contract, plus a prorated amount for any partial year.
Idaho State	5 years	\$ 163,865.00	YES	Flat rate	\$50,000

Vacant, last contract on record reflected.

**CONSENT
JUNE 12-13, 2024**

ATTACHMENT 7

Coach Seton Sobolewski Maximum Compensation Calculation: FY 2024-2029

Contract Reference:		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
3.1.1	Annual Salary	\$ 151,287.00	\$ 157,287.00	\$ 163,287.00	\$ 169,287.00	\$ 175,287.00
3.2.1	Bonus: Regular Season Championship	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00
3.2.2	Bonus: NCAA Tournament Berth	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00	\$ 4,596.00
3.2.3	Bonus: Academic Achievement	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
3.2.4	Bonus: Win Record	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
*3.2.5	Bonus: NCAA Tournament Wins	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00	\$ 63,000.00
*3.2.6	Bonus: WNIT Tournament Wins	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
3.2.7	Bonus: Media, Fundraising and PR	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Total Maximum Annual Compensation Under Proposed Contract:		\$ 246,479.00	\$ 252,479.00	\$ 258,479.00	\$ 264,479.00	\$ 270,479.00

* Only one or the other of these bonuses may be achieved, not both.

CONSENT
JUNE 12-13, 2024

UNIVERSITY OF IDAHO

SUBJECT

Amendment of existing lease at UI Research Park in Post Falls for Protelligent, Inc.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.1.2(a)

BACKGROUND/DISCUSSION

Since 2017 the UI Research Park in Post Falls has leased commercial space to Protelligent, Inc, a cybersecurity firm from California that is registered to conduct business in Idaho. UI developed the facilities in Post Falls to promote local economic development by providing suitable commercial space to serve business needs and for companies to receive support and collaborate with on-site UI expertise. This is one of several private and public entity tenants in this facility that operates at this site with recurring, shorter term lease renewals or amendments.

The attached draft lease amendment is simply a three-month extension of an often-renewed lease arrangement. In the past such periodic short-term renewals or amendments for low value leases did not require Board approval when the new term is for a period of less than five years. However, August 2023 Board policy changes appear to now require Board approval for any extension of an existing term of a lease when such extension results in a cumulative period of occupation exceeding five years. Aside from periodic escalations in rent to cover increased operating costs of the facility, the terms of the lease have remained essentially unchanged for several years. Because the prior lease expired March 31 and the tenant and UI Research Park only came to agreement on an amendment earlier that month, the deadline for submission to the April Regents' agenda had passed and the next available meeting for required Regents' approval was not scheduled until two months later, only two weeks before this proposed short-term lease amendment is set to expire. The tenant has indicated its intention to move out of the facility after June 30.

IMPACT

UI collects lease revenue from its operation of the Research Park to cover expenses of occupancy and management of the facility.

ATTACHMENTS

Attachment 1 – Draft Lease Amendment

STAFF COMMENTS AND RECOMMENDATIONS

CONSENT
JUNE 12-13, 2024

Board Policy V.I.2.a. Institutional Approval Authorization Limits requires Board approval of leases of real property under the control of an institution, if the lease revenue is “over \$2M or if the term of the lease exceeds five (5) year.” This policy further specifies, “if a lease term including renewal terms did not exceed 5 years under the original term of a lease, but through amendment the term is extended, Board approval is required.”

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for authority to enter a lease amendment with Protelligent, Inc in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University’s Associate Vice President for Budget and Planning to execute the lease and any related transactional documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AMENDMENT TO TENANT LEASE

This Lease Amendment (Amendment) is made by and between the Board of Regents of the University of Idaho (Landlord), and Protelligent, Inc, a California Corporation registered to conduct business in the State of Idaho (Tenant). This Amendment shall revise the Tenant Lease between the parties that commenced on April 1, 2022, and Amendment shall become effective upon the date signed by Landlord.

Now, THEREFORE, in consideration of the mutual promises contained herein, Landlord and Tenant agree as follows:

A. Section 2.1 of the Tenant Lease is hereby amended to revise the termination date to June 30, 2024.

B. Section 3.1 of the Lease is hereby amended to state that the Tenant agrees to pay the Landlord \$3054 per month as rent, commencing on April 1, 2024.

C. All other provisions of the Lease are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) set forth below.

TENANT

LANDLORD

Christopher George
Chief Executive Officer

Kim Salisbury,
AVP Budget & Planning

Date

Date

CONSENT
JUNE 12-13, 2024

UNIVERSITY OF IDAHO

SUBJECT

Renewal of existing lease at UI College of Agricultural and Life Sciences' Agribusiness Incubator for Hat Ranch Winery, LLC in Caldwell.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2(a)

BACKGROUND/DISCUSSION

Since 2014, UI College of Agricultural and Life Sciences CALS has leased commercial space at its Agribusiness Incubator in Caldwell to a local business, Hat Ranch Winery, LLC. The Regents acquired the property in the 1990's to promote local economic development by providing suitable commercial space to serve local small business needs and to receive support from on-site UI expertise. This is one of several private tenants in this facility that continues business development with recurring, shorter term lease renewals or amendments.

The attached draft lease is a two-year renewal of an often-renewed lease arrangement. In the past such periodic short-term renewals or amendments for low value leases did not require Board approval when the new term is for a period of less than five years. However, August 2023 Board policy changes appear to now require Board approval for any extension of an existing term of a lease when such extension results in a cumulative period of occupation exceeding five years. Aside from periodic escalations in rent to cover increased operating costs of the facility, the terms of the lease have remained essentially unchanged for several years.

IMPACT

UI CALS collects lease revenue from its operation of the facility to cover expenses of occupancy and management of the facility.

ATTACHMENTS

Attachment 1 – Draft Lease Agreement

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.I.2.a. Institutional Approval Authorization Limits requires Board approval of leases of real property under the control of an institution, if the lease revenue is "over \$2M or if the term of the lease exceeds five (5) year." This policy further specifies, "if a lease term including renewal terms did not exceed 5 years under the original term of a lease, but through amendment the term is extended, Board approval is required."

CONSENT
JUNE 12-13, 2024

Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho for authority to enter into a lease with Hat Ranch Winery, LLC in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University's Associate Vice President for Budget and Planning to execute the lease and any related transactional documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

TENANT LEASE

THIS TENANT LEASE (“Lease”) is made by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO (“Landlord”) and HAT RANCH WINERY, LLC, an Idaho limited liability company (“Tenant”). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises (hereinafter defined) upon all of the terms and conditions provided herein.

ARTICLE 1

PREMISES/ FACILITY/PARKING

1.1 Premises

The premises comprise the area shown as Bays E, F and G on the floor plan attached hereto as Exhibit A (“Premises”). Premises is located at 1904 E Chicago St, Caldwell ID 83605 and located in a building, together with related driveways, parking areas, fixtures and improvements (“Facility”).

1.2 Common Areas

Subject to the terms of this Lease, Tenant shall have the non-exclusive right in common with other occupants of the Facility, to use certain access roads, parking areas, sidewalks, entrances, corridors, grounds, lobby areas, meeting rooms, common restrooms, and other building amenities within the Facility provided and designated from time to time by Landlord for the general use and convenience of the occupants of the Facility (collectively, “Common Areas”).

1.3 Parking

Tenant’s use of the Common Areas shall include use, on an unassigned basis, of those portions of the Common Areas designated by Landlord from time to time for Tenant parking and access to such parking. Parking spaces available to Tenant shall be used for parking only by vehicles no larger than full-sized passenger automobiles. No overnight parking for Tenant vehicles is permitted without the written consent of Landlord. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant’s employees, suppliers, shippers, customers or invitees to be loaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described in this Section, Landlord shall have the right, in addition to all other rights and remedies that it may have under this Lease, to remove or tow away the vehicle involved without prior notice to Tenant and the cost thereof shall be paid to Landlord within ten (10) days after notice from Landlord to Tenant.

ARTICLE 2

LEASE TERM/CONDITION OF PREMISES

2.1 Lease Term

Lease term shall commence on July 1, 2024, and shall terminate on June 30, 2026. This Lease may also be terminated prior to the Lease termination date by either party. The party choosing to terminate must provide sixty days written notice to the other party.

2.2 Improvement to Premises and Acceptance of Condition of Premises

If improvements to the Premises and/or Facility are deemed necessary by the parties, Landlord shall arrange and perform that work and make the installations in the Premises and/or Facility substantially as listed in Exhibit B (the “**Improvements to Premises**”). If no work is deemed necessary by Landlord and Tenant, Exhibit B shall simply state “No improvements to Premises or Facility necessary”, and such statement shall be deemed as Tenant’s acknowledgement and acceptance of Premises and Facility “AS IS”. Other than as listed in Exhibit B, Landlord has no obligation to improve, alter or remodel the Premises or Facility beyond repair and maintenance of the existing facility infrastructure as provided herein and Tenant hereby acknowledges that no improvements beyond those specified in Exhibit B shall be provided by Landlord. All such installations provided herein shall immediately become and remain the property of Landlord.

ARTICLE 3

PAYMENT OF RENT/ADDITIONAL RENT

3.1 Amount and Payment of Monthly Rent and Additional Rent

Tenant agrees to pay monthly rent of \$2266 for each month of the Lease term to Landlord on or before the first day of that month for which rent is due, e.g. payment for January shall be due on January 1. If the first day of the month falls on a weekend or holiday payment shall be due the first University business day thereafter. Payment must be RECEIVED by the close of business on the due date to be considered timely. Without separate invoice from Landlord, Tenant shall make its monthly rent check payable to “Bursar, University of Idaho” and forward payment to the University of Idaho Agribusiness Office at 1904 E Chicago Street, Caldwell ID 86305, or to such other address as Landlord may designate in writing. All other monies besides monthly rent payable by Tenant to Landlord under this Lease shall be deemed to be additional rent and shall be separately invoiced by Landlord and payable and recoverable as rent in the manner herein provided and Landlord shall have all rights against Tenant for default in any such payment. Rent shall be paid to Landlord during the entire term of this Lease, without abatement, deduction or set-off of any kind. Tenant’s obligation to pay all rent due under this Lease shall survive the expiration or earlier termination of this Lease. Should this Lease commence on a day other than the first day of the month or terminate on a day other than the last day of the month, the rent for such partial month shall be prorated.

3.2 Late Payment Charge

If Tenant fails to pay any rent within fifteen (15) days of when due (as provided in Section 3.1 above), Tenant shall pay to Landlord a late payment charge for each occurrence of \$20 to help defray the additional cost to Landlord for processing such late payments. If Tenant fails to pay any rent when due for any period exceeding thirty days, such unpaid amounts shall, in addition to late payment of \$20 also pay an additional delinquency fee that shall bear interest from the date due until paid at the rate of eighteen percent (18%) per annum. These provisions for late charges shall be in addition to Landlord’s other rights and remedies hereunder or at law or in equity and shall not be construed as liquidated damages or as limiting Landlord’s remedies in any manner.

3.3 Personal Property Taxes

Tenant shall pay prior to delinquency all personal property taxes and business taxes with respect to all property and business activities of Tenant on Premises and shall provide promptly upon request of Landlord written proof of such payments.

ARTICLE 4

Article intentionally deleted.

ARTICLE 5

SECURITY DEPOSIT

5.1 Security Deposit

Upon execution of the Lease, Tenant shall deposit an amount equal to two month's rent (as established in Section 3.1 above) as security for the faithful performance and observance by Tenant of all the terms, covenants, conditions, provisions and agreements of this Lease ("**Security Deposit**"). This amount is separate from and in addition to the amount due as "monthly rent" as provided by Section 3.1 of this Lease. If Tenant shall default with respect to any covenant or condition of this Lease including, but not limited to the payment of rent, Landlord may, but shall not be obligated to, apply all or any part of such deposit to the payment of any sum in default or any other sum which Landlord may be required to spend or incur by reason of Tenant's default, and, in such event, Tenant shall, upon demand, deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the term of this Lease. If Tenant shall have fully complied with all the covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be refunded to Tenant upon Landlord's final inspection of the Premises and within thirty (30) days after Tenant has vacated the same and after any accrued charges for which Tenant is responsible (such as but not limited to repair of damages to the Premises attributable to Tenant) and have been determined and paid in full. Tenant agrees that if this Security Deposit is insufficient to compensate Landlord for any damages, costs, and expenses not covered thereby, including loss of rental income during any period reasonably required to repair physical damages to Premises or to clean Premises, Tenant shall pay the balance thereof, immediately upon demand.

ARTICLE 6

USE AND OCCUPANCY

6.1 Permitted Use, Signage and Preservation of Business Incubator Setting

Premises shall be occupied and used only for the specific purpose of wine production, cellaring, storage, shipping, and vintner training and for no other business or purpose without the prior written consent of Landlord. Tenant shall not display any sign or advertisement on the exterior of Premises or Facility without the written consent of Landlord and such consent may be withheld at the sole discretion of Landlord. Landlord shall place upon a common sign structure in the Facility's courtyard a business identification panel with Tenant's business name. Such panel shall be designed and placed by Landlord at no additional cost to Tenant beyond monthly rent.

No act shall be done in or about the Premises or Common Areas that is unlawful or that will increase the existing rate of insurance on the Building. Tenant shall not commit or allow to be committed any waste upon the Premises or Facility, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other tenant or occupant in the Facility. Tenant shall not, without the written consent of Landlord, use any apparatus, machinery or device in the Premises, which will cause any substantial noise or vibration about the Premises. If any of Tenant's office machines and equipment should disturb the quiet enjoyment of any other tenants in the Facility, then Tenant shall take such action as may be necessary to eliminate the disturbance (subject to any Premises or Facility alteration approvals from Landlord). Tenant shall comply with all state, federal, and local laws, ordinances, and regulations relating to its use of the Premises and shall observe such reasonable rules and regulations as may be adopted and distributed to Tenant in writing by Landlord for the safety, care and cleanliness of the Premises or the Facility, and for preservation of a professional business incubator setting at the Facility.

6.2 Compliance with Environmental Laws

Tenant represents, warrants, and covenants to Landlord that:

(a) Tenant and Premises will remain in compliance with all applicable laws, ordinances, and regulations (including consent decrees and administrative orders) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances identified in subparagraph (h), all as amended and modified from time to time (collectively, "**Environmental Laws**"). All governmental permits relating to the use or operation of the Premises required by applicable Environmental Laws are and will remain in effect, and Tenant will comply with them.

(b) Tenant will not permit any release, generation, manufacture, storage, treatment, transportation, or disposal of hazardous material, as that term is defined in subparagraph (h), on, in, under, or from Premises in violation of any Environmental Laws. Tenant will promptly notify Landlord, in writing, if Tenant has or acquires notice or knowledge that any hazardous material has been or is threatened to be released, generated, manufactured, stored, treated, transported, or disposed of, on, in, under, or from Premises in violation of any Environmental Laws; and if any hazardous material is found on Premises in violation of any Environmental Laws, Tenant, at its own cost and expense, will immediately take such action as is necessary to detain the spread of and remove the hazardous material to the complete satisfaction of Landlord and the appropriate governmental authorities.

(c) Tenant will immediately notify Landlord and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of Premises or compliance with Environmental Laws. Tenant will promptly cure and have dismissed with prejudice any of those actions and proceedings to the satisfaction of Landlord. Tenant will keep Premises free of any lien imposed pursuant to Environmental Laws.

(d) Landlord will have the right at all reasonable times and from time to time to conduct environmental audits of Premises, and Tenant will cooperate in the conduct of those audits. The audits will be conducted by a person(s) of Landlord's choosing, and if any hazardous material is detected or if a violation of any of the warranties, representations, or covenants

contained in this paragraph is discovered, the fees and expenses of such person(s) will be borne by Tenant and will be paid as additional rent under this Lease on demand by Landlord.

(e) If Tenant fails to comply with any of the foregoing warranties, representations, and covenants, Landlord may cause the removal (or other cleanup acceptable to Landlord) of any hazardous material from Premises and/or Facility. The costs of hazardous material removal and any other cleanup (including transportation and storage costs) will be additional rent under this Lease, whether or not a court has ordered the cleanup, and those costs will become due and payable on demand by Landlord. Tenant will give Landlord, its agents, and employees, access to Premises to remove or otherwise clean up any hazardous material. Landlord, however, has no affirmative obligation to remove or otherwise clean up any hazardous material, and this Lease will not be construed as creating any such obligation.

(f) Tenant will indemnify and hold harmless Landlord and its employees, agents, officers, and directors from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of any kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to the acts and omissions of Tenant, Tenant's officers, directors, employees, agents, contractors, subcontractors, subtenants, and invitees with respect to (1) the generation, manufacture, operations involving, transport, treatment, storage, handling, production, processing, disposal, release, or threatened release of any hazardous materials which are on, from, or affecting the Premises, including, without limitation, the soil, water, vegetation, buildings, and improvements on the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (3) any lawsuit brought or threatened, settlement reached, or governmental order relating to such hazardous materials; and (4) any violations of laws, orders, regulations, requirements, or demands of governmental authorities, or any reasonable policies or requirements of Landlord, which are based upon or in any way related to such hazardous material including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. This indemnification will survive this Lease.

(g) At the end of this Lease, Tenant will surrender Premises to Landlord free of any and all hazardous materials and in compliance with Environmental Laws affecting Premises.

(h) For the purpose of this Section, the term "**hazardous materials**" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6901 et seq.); and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations now enacted or enacted after this date.

(i) The provisions of this Section shall be in addition to any and all obligations and liabilities Tenant may have to Landlord and common law, will survive this Lease.

6.3 Relocation

Landlord shall have the right, at its option and upon at least thirty (30) days' written notice to Tenant, to relocate Tenant and to substitute for the Premises described above other spaces in the Facility containing at least as much useable area as the original Premises. Such substituted Premises shall be improved by Landlord at its expense, with improvements at least equal in quantity and quality to those in the original Premises. Landlord shall pay the expenses reasonably incurred by Tenant in connection with such substitution of Premises, including, but not limited to costs of moving, telecommunication infrastructure relocation, etc., up to an amount that shall not exceed \$6.00 per useable square foot of the new Premises.

ARTICLE 7

UTILITIES AND SERVICES

7.1 Utilities

Municipal water, sewer, and garbage collection are provided to Tenant by Landlord at no additional cost to Tenant. However, if Tenant's use of water, sewer, or garbage collection services results in charges to Landlord from the service provider that exceeds those charges deemed by Landlord to be customary for the Permitted Use of Premises, Landlord reserves the right to bill Tenant for such extraordinary use as additional rent. Electricity and utility services for heating and cooling are metered separately and shall be paid by Tenant directly to service provider.

7.2 Maintenance, Janitorial, and Shared Equipment Services

Landlord shall provide regular maintenance and janitorial services for Building and Common Areas, but janitorial services for Premises are the responsibility and at the expense of Tenant. Landlord may provide certain shared office equipment and services at some additional cost for Tenant's use. Use of this equipment and services is optional and charges shall only be assessed with use by Tenant, Tenant's employees, guests, or invitees and such charges shall be in accordance with a payment schedule established by Landlord prior to Tenant's participation during the Term of this Lease. In the event of specific facility, maintenance, janitorial or shared equipment service questions, Tenant may contact the UI Food Technology Center at 208-795-5332 and/or such other number as Landlord may provide from time to time.

7.3 Landlord's Liability

Landlord shall not be liable to Tenant for any loss or damage caused by or resulting from any variation, interruption, or failure of such utilities and services due to any cause whatsoever. No temporary interruption or failure of such services incident to the making of repairs, alterations or improvements, or due to accident or strike, or conditions or events beyond Landlord's reasonable control shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder.

ARTICLE 8
CARE OF PREMISES/END OF TERM

8.1 Landlord's Responsibility

As long as Tenant is not in default of any of the provisions of this Lease, Landlord shall maintain Premises and Building in reasonably good condition except for damage occasioned by the act or omission of Tenant, the repair of which shall be paid for by Tenant.

8.2 Tenant's Responsibility

Tenant shall take good care of the Premises. Tenant's responsibility shall extend to its visitors, contractors, guests or agents. Tenant shall, at the expiration or termination of this Lease, surrender and deliver the Premises to Landlord in as good condition as when received by Tenant from Landlord or as thereafter improved, reasonable use and wear excepted. At the expiration or termination of this Lease, Landlord shall cause all carpets in Premises to be professionally cleaned and shall thereafter submit a bill to Tenant for the reasonable costs associated with such cleaning. Such bill shall be paid by Tenant as additional rent and shall be due promptly upon receipt by Tenant. Tenant shall be responsible for the cost of replacement of carpet that is damaged as a result of dragging or pushing furniture in the Premises or Common Areas.

Tenant shall not make any alterations, additions or improvements in or to Premises, or make changes to locks on doors, or add, disturb or in any way change any plumbing or wiring without first obtaining the written consent of Landlord. Unless specifically approved by Landlord to the contrary, ALL alterations, additions, or improvements shall be completed by Landlord or Landlord's contractor and shall become the property of Landlord during the Lease term and after termination. If such approval is given, it shall assign costs for completing such work to Landlord or Tenant and shall also establish if such alterations, additions, and improvements shall be removed by Tenant at Tenant's expense at the end of term.

All damage or injury done to Premises or Common Areas by Tenant or by any persons who may be in or upon Premises and Common Areas with the consent of Tenant, including the cracking or breaking of glass of any windows and doors, shall be paid for by Tenant, and Tenant shall pay all damage to the Facility caused by Tenant's misuse of the Premises or the appurtenances thereto. If Tenant refuses or neglects to pay for repairs and/or maintain the Premises or any part thereof in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant five (5) days' written notice of Landlord's election to do so, to make such repairs or perform such maintenance on for the account of Tenant. In such event, such work shall be paid for by Tenant as additional rent and shall be due promptly upon receipt of a bill therefor. Anything to the contrary herein notwithstanding, in the event that an emergency condition should exist because of the failure of Tenant to perform any of its obligations to repair or maintain Premises in accordance with this Lease, Tenant shall not be entitled to any notice and Landlord may immediately assume all or any portion of such obligations and Tenant shall be responsible for all costs of remedy. For the purposes of the preceding sentence, the phrase "**emergency condition**" shall mean any condition constituting an immediate risk of injury to person, serious damage to property or impairment of Landlord's or another tenant's or occupant's business. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby or to any abatement of rent. Tenant shall not put any

curtains, draperies or other hangings on or beside the windows in the Premises without first obtaining Landlord's consent. All normal repairs necessary to maintain the Premises in a tenantable condition shall be done by or under the direction of Landlord and at Landlord's expense except as otherwise provided herein. Landlord shall be the sole judge as to what repairs are necessary.

Tenant shall not make any alterations, additions or improvements in or to Common Areas.

8.3 Surrender of Possession

Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender Premises to Landlord.

8.4 Removal of Property

Any trade fixtures, equipment, or other personal property placed in the Premises by Tenant and not affixed to the walls, ceiling, floors, or other part thereof, shall remain the property of Tenant, and provided that Tenant is not in default of performance of this Lease, they may be removed by Tenant at any time during the term hereof.

Those trade fixtures or equipment which must necessarily be affixed to the walls, ceiling, floors, or other part of the Premises in such a manner that damage thereto will result from the installation or removal thereof, shall not be installed without the prior consent in writing and approval of the manner of installation by Landlord. If so installed, they shall remain a part of the Premises and not be removed therefrom unless Landlord shall demand their removal, in which event they shall promptly be removed by Tenant, and Tenant shall be responsible for repair of all damage to any part of the Premises occasioned by their installation or removal. If Tenant shall fail to remove any other property of any nature whatsoever from the Premises or Facility at the termination of this Lease, or when Landlord has the right of re-entry, Landlord may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Tenant. If Tenant shall not pay the cost of storing any such property after it has been stored for a period of thirty (30) days or more, Landlord may, at its option, sell, or permit to be sold, any or all of such property at public or private sale, in such manner at such times and places as Landlord, in its sole discretion, may deem proper, without notice to Tenant, and shall apply the proceeds of such sale as follows: first, to the cost and expense of such sale, including advertising costs and reasonable attorneys' fees actually incurred; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the term hereof; and, fourth, the balance, if any, to Tenant.

ARTICLE 9 **ACCESS**

9.1 Access

Tenant will permit Landlord and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same or for the purpose of cleaning, repairing, altering or improving the Premises or Building. Nothing contained in this Article 9 shall be deemed to

impose any obligation upon Landlord not expressly stated elsewhere in this Lease. When reasonably necessary, Landlord may temporarily close entrances, doors, corridors, or other facilities without liability to Tenant by reason of such closure and without such action by Landlord being construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing any of the provisions of this Lease. Landlord shall have the right to require Tenant to exclusively use service or delivery access routes as designated by Landlord from time to time. Landlord shall have the right to enter the Premises for the purpose of showing the Premises to prospective tenants at any time during the Lease term.

ARTICLE 10

DAMAGE OR DESTRUCTION

10.1 Damage or Destruction

If Premises shall be damaged, either wholly or in part, by fire or other casualty, Landlord may, at its option, restore the Premises to their previous condition, and in the meantime, the monthly rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof. Notwithstanding the foregoing, if the fire or other casualty results from or arises out of Tenant's willful or negligent act or omission, monthly rent shall not be abated. If the Building shall be destroyed or damaged by fire or other casualty to the extent that more than twenty percent (20%) thereof is damaged, notwithstanding that the Premises may be unaffected directly by such destruction or damage, Landlord may, at its election, terminate this Lease upon thirty (30) days' prior written notice.

ARTICLE 11

INDEMNITY AND INSURANCE

11.1 Indemnification

Tenant shall defend and indemnify Landlord and hold it harmless from and against any and all liability, damages, costs or expenses, including attorneys' fees, arising from any act, omission or negligence of Tenant, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Tenant in and about the Facility, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Facility; provided that the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the willful act or negligence of Landlord, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee or visitor of Landlord.

Landlord shall not be liable for any loss or damage to personal property or loss of income sustained by Tenant, or other persons, which may be caused by the Facility or the Premises, or any appurtenances thereto, being out of repair, or by the bursting or leakage of any water, gas, sewer or steam pipe, or by theft, or by any act or neglect of any tenant or occupant of the Facility, or of any other person, or by any other cause of whatsoever nature, unless caused by the gross negligence or willful misconduct of Landlord.

11.2 Insurance Coverage

By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this Lease. Failure to maintain the required insurance may result in termination of this Lease at Landlord's option.

Tenant shall, at Tenant's sole cost and expense, throughout the term of this Lease, obtain and maintain insurance of the types and in the amounts described below:

Commercial General and Umbrella Liability Insurance. Tenant shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, and if Tenant owns or operates more than one location other than the location under this Lease, then the CGL shall be endorsed to show that "limits apply per location". CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. The policy shall be on a primary occurrence form non-contributable to insurance carried by Landlord.

Workers' Compensation. Where required by law, Tenant shall maintain all statutorily required coverages including Employer's Liability.

All policies (except Workers Compensation and personal property) shall name Landlord as an additional insured. Certificates of Insurance shall be issued to Landlord within five (5) days after the commencement date shown in Section 2.1 of this Lease and prior to any renewal or change of policy term of Tenant's insurance. Additional Insured Endorsement shall be attached to the Certificate. The Certificate shall indicate on the certificate if Tenant's insurance applies at more than the location insured under this Lease. Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance.

ARTICLE 12 ASSIGNMENT/ SUBLETTING

12.1 Assignment and Subletting by Tenant Prohibited

This Lease shall not be assigned by Tenant and the Premises shall not be sublet by Tenant.

ARTICLE 13
LIENS/ INSOLVENCY

13.1 Liens and Insolvency

Tenant shall keep the Premises and the Facility free from any liens arising out of any work performed, materials ordered or obligations incurred by Tenant. If Tenant becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver or assignee or other liquidating officer is appointed for the business of Tenant, then Landlord may terminate Tenant's right of possession under this Lease at Landlord's option.

ARTICLE 14
DEFAULT

14.1 Default

Time is of the essence hereof, and if at any time the rent or additional rent reserved herein shall become in arrears and be unpaid when due and continue to be unpaid for a period of ten (10) days after written demand for the payment thereof from Landlord specifying such failure to pay, or if Tenant shall default in the performance of any of the other terms, covenants and provisions of this Lease on its part to be performed and such failure is not cured within twenty (20) days after written demand for the performance thereof, or if Premises become vacant or deserted while no rent is being paid, or if Tenant files or has filed against it in any court pursuant to any statute, a petition in bankruptcy or insolvency, or for reorganization or for appointment of a receiver or trustee of all or a substantial portion of the property owned by Tenant, or if Tenant makes an assignment for the benefit of creditors, or any execution or attachment shall be issued against Tenant of all or a substantial portion of Tenant's property, whereby all or any portion of the Premises covered by this Lease or any improvement thereon shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within thirty (30) days after the determination, issuance of filing of the same, then, and in such event, Landlord shall have the right to terminate this Lease and the term hereof, as well as all of the right, title and interest of Tenant hereunder, by giving Tenant not less than the aforementioned ten (10) days' notice in writing for default on rent and not less than the aforementioned twenty (20) days' notice in writing for all other defaults of such intention and upon the expiration of the time fixed in such notice (if such default shall not have been cured), this Lease and the term hereof, as well as all the right, title and interest of Tenant hereunder, shall wholly terminate in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed by such latter notice were the expiration of the term herein originally granted, and Landlord may enter into and/or repossess said Premises, either by force or summary proceedings, or otherwise, and Tenant hereby expressly waives service of notice of intention to re-enter or to institute legal proceedings to that end.

In the event of a cancellation or termination hereof by either the issuance of a dispossessory warrant or summons, or the service of a notice of termination as hereinabove provided, or otherwise, Tenant shall, nevertheless, remain and continue liable to Landlord in a sum equal to

all of the rent and all additional charges for the balance of the term; and Landlord may re-enter said Premises, using such force for that purpose as may be necessary without being liable to any prosecution for said re-entry or for the use of such force, and Landlord may repair or alter said Premises in such manner as to Landlord may seem necessary or advisable, and/or let or relet said Premises or any or all parts thereof for the whole or any part of the remainder of the original term hereof or for a longer or shorter period, in Landlord's name or otherwise, and, out of any rent so collected or received, Landlord shall first pay to itself the expense and cost of retaking, repossessing, repairing and/or altering said Premises and the expenses of removing all persons and property therefrom; second, pay to itself any cost or expense sustained in securing any new tenant or tenants; and third, to pay to itself any balance remaining and apply the whole said balance, or so much thereof as may be required, toward payment of the liability of Tenant to Landlord for the sum equal to the rents reserved herein and then unpaid by Tenant for the remainder of the term. Any entry or re-entry by Landlord, whether had or taken under summary proceedings or otherwise, shall not absolve or discharge Tenant from liability hereunder. The words "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning. The failure of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages or otherwise.

Should any rent so collected by Landlord after the payments aforesaid be insufficient fully to pay to Landlord a sum equal to all rent and other charges herein reserved, the balance or deficiency shall be paid by Tenant following receipt of notice from Landlord of the amount of such balance or deficiency that is due. Upon the first day of each month during the term of this Lease, Tenant shall pay to Landlord the amount of said deficiency then existing and shall remain liable for any portion thereof not so paid; and the right of Landlord to recover from Tenant the amount of such deficiency, or a sum equal to the amount of all rent and other charges herein reserved if there shall be no reletting by Landlord, shall survive the issuance of any dispossessory warrant or other termination of the term hereof.

Suit or suits for the recovery of any such deficiency or damages, or for a sum equal to any installment or installments of rent or charges payable hereunder may be brought by Landlord, from time to time at Landlord's election, and nothing herein contained shall be deemed to require Landlord to await the date whereon this Lease or the term hereof would have expired by limitation had there been no such default by Tenant or no such termination. Rather, Landlord shall have the right to recover from Tenant (in addition to past-due rent and other sums then owing) the total amount of rent which would be payable over the then remaining term of this Lease.

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of demised Premises, by reason of the violation of Tenant of any of the covenants and conditions of this Lease.

Upon expiration or sooner termination of this Lease, all improvements and additions to the Premises shall become the property of Landlord.

ARTICLE 15
NON-WAIVER

15.1 Non-Waiver

Waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition; or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

ARTICLE 16
NOTICES

16.1 Notices

Any notice authorized to be given from Landlord to Tenant or from Tenant to Landlord shall be sufficiently served or given for all purposes if delivered personally or if sent by United States certified mail, return receipt requested, addressed to the party in question at the following address:

Landlord:	Vice President for Finance and Administration University of Idaho 875 Perimeter Dr MS 3168 Moscow ID 83844-3168
Tenant:	Hat Ranch Winery, LLC 15243 Plum Rd Caldwell ID 83607

For the purposes of this Lease, a notice served by mail shall be deemed to have been delivered on the date mailed, as indicated by the postal service postmark on the certified mail receipt or on the envelope containing the notice.

ARTICLE 17
ATTORNEYS' FEES

17.1 Attorneys' Fees

In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Lease, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' and paralegal's fees (including its reasonable costs and attorneys' and paralegal's fees on any appeal).

ARTICLE 18
LANDLORD'S LIABILITY

18.1 Landlord's Liability

Anything in this Lease to the contrary notwithstanding, covenants, undertakings and agreements herein made on the part of Landlord are made and intended not as personal covenants, undertakings and agreements or for the purpose of binding Landlord personally or the assets of Landlord, except Landlord's interest in the Premises and Facility, but are made and intended for the purpose of binding only Landlord's interest in the Premises. No personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Landlord or its agents or employees, and their respective heirs, legal representatives, successors and assigns on account of the Lease or on account of any covenant, undertaking or agreement of Landlord in this Lease contained. In the event this Lease is assigned by Landlord, Landlord's liability hereunder shall terminate upon the effective date of said assignment.

ARTICLE 19
GENERAL PROVISIONS

19.1 Time is of the Essence

In all instances where Tenant is required by the terms and provisions of this Lease to pay any sum or to do any act at a particular time or within an indicated period, it is understood and agreed that time is of the essence.

19.2 Waiver of Jury Trial

Landlord and Tenant hereby agree that each of them shall waive trial by jury in any action, proceeding or counterclaims brought by either Landlord or Tenant against the other. This waiver applies to any matters whatsoever arising out of or in any way connected with this Lease, or the relationship of Landlord and Tenant, or Tenant's use of the Premises, or any emergency statute, or any remedy authorized by statute.

19.3 Successors

Except as otherwise specifically provided, the terms, covenants, and conditions, contained in this Lease shall apply to and bind the heirs, successors, executors, administrators, and permitted assignees of the parties to this Lease.

19.4 Joint and Several Liability

If there is more than one Tenant, the obligations imposed by this Lease upon Tenant shall be joint and several.

19.5 Entire Agreement - Captions

This Lease contains the entire agreement of the parties. No representations, promises, or agreements oral or otherwise between the parties not contained in this Lease shall be of any force and effect. Neither this Lease nor any provisions hereof may be changed, waived, discharged, or terminated except in writing executed by Landlord and Tenant. The captions for Lease sections

are for convenience only and shall have no effect upon the construction or interpretation of any part of this Lease.

19.6 Severability

The illegality, invalidity or unenforceability of any term, condition, or provision of the Lease shall in no way impair or invalidate any other term, condition, or provision of the Lease. All such other terms, conditions, and provisions shall remain in full force and effect.

19.7 Brokerage Commission

Tenant and Landlord each represents and warrants that it has dealt with no broker, agent or finder in account of this Lease. Tenant agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, and costs, including attorneys' fees, in connection with any claim for brokerage, finder's, or similar fees, or compensation related to this Lease, which may be made or alleged as a result of acts or omissions of that party.

19.8 Authorization to Sign Lease

If Tenant is a corporation, each individual executing the Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver the Lease on behalf of Tenant in accordance with Tenant's bylaws or a duly adopted resolution of Tenant's Board of Directors, and that the Lease is binding upon Tenant in accordance with its terms. Tenant shall concurrently with its execution of the Lease, deliver to Landlord upon its request, a certified copy of such bylaws or the resolution of its Board of Directors authorizing the execution of the Lease. If Tenant is a partnership or trust, each individual executing the Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver the Lease on behalf of Tenant in accordance with the terms of the partnership or trust agreement, respectively, and that the Lease is binding upon Tenant in accordance with its terms. Tenant shall concurrently with its execution of the Lease deliver to Landlord, upon its request, such certificates or written assurances from the partnership or trust as Landlord may request authorizing the execution of the Lease. If Tenant is a limited liability company, each individual executing the Lease on behalf of Tenant represents and warrants that he/she is duly authorized to execute and deliver the Lease on behalf of Tenant in accordance with Tenant's Operating Agreement and that the Lease is binding upon Tenant in accordance with its terms.

19.9 Governing Law and Venue

This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Idaho. The venue for any action brought to enforce this Agreement or otherwise shall be in the state district court of Latah County, Idaho.

19.10 Force Majeure

Time periods for Landlord's performance under this Lease, including services to be furnished by Landlord as provided for in this Lease, shall be extended for periods of time during which Landlord's performance is prevented due to circumstances beyond Landlord's control. This would include, without limitation, strikes, embargoes, repairs, alterations, governmental action, acts of God, war, or other strife. Landlord shall not be liable for any costs or damages incurred

by Tenant due to such circumstances. Suspension or interruption of any services provided by Landlord shall not result in any abatement of rent, be deemed an eviction, or relieve Tenant of any obligation under this Lease

19.11 Recordation

This Lease or memorandum hereof, shall not be recorded by Tenant.

19.12 Binding Effect

Submission of this instrument for examination or signature by Tenant does not constitute an offer to lease, or a reservation of or option for a lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

19.13 Building Regulations

Tenant shall obey all written rules and regulations of the Facility as imposed by Landlord from time to time so long as such rules and regulations are necessary for the safety of persons at the Facility, the protection of the Facility from damage, the preservation of the professional business incubator setting, and they do not unreasonably affect Tenant's permitted use of the Premises. Any rules and regulations are in addition to and shall not be construed to modify or amend this Lease in any way. Landlord shall not be liable for failure of any other tenant to obey such rules and regulations. Failure by Landlord to enforce any current or subsequent rules or regulations against any tenant of the Facility shall not constitute a waiver thereof.

19.14 Relationship of Parties

Nothing contained in this Lease shall be construed as creating the relationship of principal or agent, partnership or joint venture. Neither the method of setting monthly rent rates, nor any provision of this Lease, or any act of the parties shall be deemed to create any relationship other than that of landlord and tenant.

19.15 Equal Opportunity

Each party agrees not to discriminate against any employee or applicant for employment in the performance of this Lease with respect to tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, national origin, disability, ancestry, or status as a Vietnam veteran. Breach of this covenant may be regarded as a material breach of this Lease.

19.16 Non-use of Names and Trademarks

No party to this Lease shall, without written consent in each case from the other party, use any name, trade name, trademark, or other designation of any other party hereto (including contraction, abbreviation, or simulation) in advertising, publicity, promotional, or similar activities or context.

IN WITNESS WHEREOF, Landlord and Tenant have respectively executed this Lease on the day and year below.

LANDLORD:

Board of Regents of the University of Idaho,
a body politic and corporate organized and
existing under the laws of the State of Idaho

By _____

Name _____

Its _____

Date of Landlord's signature _____

TENANT:

Hat Ranch Winery, LLC
an Idaho limited liability company

By _____

Name _____

Its _____

Exhibit List

Exhibit A: Floor Plan of Building Showing Premises Leased

Exhibit B: List of Improvements or Acknowledgement of Acceptance

EXHIBIT A LEASED PREMISES

EXHIBIT B ACCEPTANCE OF PREMISES

No improvements to Premises or Facility necessary.

CONSENT
JUNE 12-13 2024

UNIVERSITY OF IDAHO

SUBJECT

Renewal of existing office lease from Lookout Federal Credit Union for UI's Center on Disability and Human Development (CDHD) programs in Pocatello.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.2(a)

BACKGROUND/DISCUSSION

Since 2012, University of Idaho CDHD has utilized office space to serve the Pocatello area with its "IdahoSTARS" program. "IdahoSTARS" is a grant funded program that works with childcare providers to improve the quality of childcare in Idaho, and with families to recognize and find quality childcare in their community. The program supports outreach services at its seven offices located throughout the State of Idaho. This specific lease provides about 1000 sf of office space for program employees to work and meet with families seeking their services. UI requests permission to extend the current lease as provided by the attached draft addendum. While prior UI occupation of this office space has been covered by a continuous series of 1–3-year leases since 2012 to match the duration of periodic grant funding, prior Board of Regents policy did not require Board approval for each periodic renewal so long as no single term exceeded five years, or the rent did not exceed the approval threshold established by the then current Board policy. However, August 2023 Board policy changes appear to now require Board approval for any extension of an existing term of a lease when such extension results in a cumulative period of occupation exceeding five years. Aside from annual escalations in commercial lease rates, the terms of the lease have remained essentially unchanged for several years.

IMPACT

The rent amount paid is covered by program funding from Idaho Department of Health and Welfare and a Child Care and Development Block Grant.

ATTACHMENTS

Attachment 1 – Draft Lease Addendum

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.I.2.a. Institutional Approval Authorization Limits requires Board approval of leases of real property under the control of an institution, if the lease revenue is "over \$2M or if the term of the lease exceeds five (5) year." This policy further specifies, "if a lease term including renewal terms did not exceed 5 years under the original term of a lease, but through amendment the term is extended, Board approval is required."

Staff recommends approval.

CONSENT
JUNE 12-13 2024

BOARD ACTION

I move to approve the request by the University of Idaho for authority to enter into a lease with Lookout Federal Credit Union in substantial conformance to the form submitted to the Board in Attachment 1 and to authorize the University's Associate Vice President for Budget and Planning to execute the lease and any related transactional documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**LOOKOUT FEDERAL CREDIT UNION
COMMERCIAL LEASE AGREEMENT ADDENDUM**

This lease agreement addendum is entered into this 26th day of March 2024 and will take effect on August 1, 2024, by and between Lookout Federal Credit Union (“Landlord”) and Board of Regents of the University of Idaho (“Tenant”).

It is agreed that Tenant will continue with the lease of the space they currently occupy for an additional three (3) years from August 1, 2024 through July 31, 2027. Pricing for this three-year extension will be as follows:

August 1, 2024 – July 31, 2025	\$1,210.23 per month
August 1, 2025 – July 31, 2026	\$1,234.44 per month
August 1, 2026 – July 31, 2027	\$1,259.13 per month

All other aspects of the original lease dated July 1, 2021 will remain in force as outlined in that lease.

In Witness Whereof, the parties hereto have set their hands the date set forth below:

LANDLORD:

Lookout Federal Credit Union

Cory Omanson
SVP/CFO

TENANT:

Board of Regents of the University of Idaho

By:
Title:

Dated this ____ day of March 2024

**CONSENT
JUNE 12-13, 2024**

IDAHO 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 4 certificates for the 2022-2023 school year.
October 2023	Board approved 16 provisional certificates for the 2023-2024 school year. Board approved procedures for processing emergency provisional certificates.
December 2023	Board approved 117 provisional certificates for the 2023-2024 school year.
February 2024	Board approved 26 provisional certificates for the 2023-2024 school year.
April 2024	Board approved 10 provisional certificates for the 2023-2024 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1201 and 33-1203

BACKGROUND

Section 33-1201, Idaho Code, requires that every person who is employed to serve in any elementary or secondary school 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.” Section 33-1203, Idaho Code 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.

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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.

DISCUSSION

Three (3) complete Emergency Provisional Certificate applications for Instructional certificate(s)/endorsement(s) were received by the Idaho Department of Education by April 16, 2024.

The Certification Department of the Idaho Department of Education reviewed each candidate's full application. Each candidate presented below, requesting Instructional certificate(s)/endorsement(s), 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 Idaho Department of Education is requesting authorization to issue provisional certificates as presented below.

1. **St. Maries Joint School District #041**

Applicant Name: Gregory Whiddon

Certificate: Provisional

Endorsement(s): Music (K-12)

College Training: Masters

Declared Emergency Date: 3/11/2024

Hire/Assignment Date: 2/12/2024

Summary of Recruitment Efforts: The position was advertised for several months after a staff member resigned.

2. **Blaine County School District #061**

Applicant Name: Lynn Mason-Pattnosh

Certificate: Provisional

Endorsement(s): English (6-12)

College Training: BA

Declared Emergency Date: 4/9/2024

Hire/Assignment Date: 3/4/2024

Summary of Recruitment Efforts: The teacher took a leave of absence due to the death of his son. While out, Lynn filled in as a guest teacher. The teacher eventually resigned, and the school is applying for the Provisional for the remainder of the year.

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JUNE 12-13, 2024

3. Council School District #013

Applicant Name: Ruben Castro-Rodriguez

Certificate: Provisional

Endorsement(s): Music (K-12)

College Training: BA

Declared Emergency Date: 3/11/2024

Hire/Assignment Date: 2/20/2024

Summary of Recruitment Efforts: The position was posted on the district website as well as social media. Recruitment efforts also involved reaching out to local universities for potential candidates.

IMPACT

If the Board approves the request, the Idaho Department of Education 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 Idaho Department of Education 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. Candidates that have already completed a baccalaureate degree or higher are not eligible to apply through another pathway.

Staff recommends that the Board authorize the Idaho Department of Education to issue one-year provisional certificates for candidates 1-3 as presented above.

BOARD ACTION

I move to authorize the Idaho Department of Education to issue emergency provisional standard instructional certificates for candidates 1-3 as presented above, effective for the 2023-2024 school year only, and pending a cleared background check.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IDAHO DEPARTMENT OF EDUCATION

SUBJECT

Appointments to the Assessment Item Review Committee

REFERENCE

November 2014	Board appointed 30 committee members for a two (2) or four (4) year term. A list of 90 additional members were appointed to perform a one-time review.
August 2016	Board approved the appointment of committee members.
August 2017	Board approved the appointment of committee members.
August 2018	Board approved the appointment of committee members.
June 2019	Board approved the appointment of twelve (12) new committee members
August 2022	Board appointed 30 committee members for four (4) year term.

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-134, Idaho Code - Assessment Item Review Committee

BACKGROUND/DISCUSSION

In accordance with Section 33-134, Idaho Code, the State Department of Education (Department) recommended, and the State Board of Education appointed, a review committee to ensure that committee members could review the content in questions used on state assessments. The law requires a committee of thirty individuals in each of the six (6) educational regions in the state. Each region is represented by two (2) parents, one (1) teacher, one (1) school board member, and one (1) public or charter school administrator. Committee members shall serve a term of four (4) years.

The committee reviews all summative computer adaptive test questions for potential bias and sensitivity. The committee is authorized to make recommendations to revise or eliminate test questions from the Idaho Standards Assessment Tests (ISAT) in English Language Arts/Literacy, Mathematics, and Science based on the potential bias or sensitivity identified. The Idaho alternate assessments (IDAA) in English Language Arts/Literacy, Science, and Mathematics are also subject to review. Content from all these assessments will be presented to the Assessment Item Review Committee in August 2024. The Department anticipates sharing the results of the upcoming Assessment Item Review Committee meeting with the Board in December 2024.

Due to a low response and attendance rate for the 2023 Assessment Item Review Committee meeting, the Department has requested via email that committee members express their commitment to maintaining their membership on the committee throughout their stipulated term. Members were afforded the option to submit a request for resignation from the committee should they no longer wish to participate in the annual Assessment Item Review Committee meetings and were

CONSENT
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informed that a “no-response” by the deadline of February 23rd, 2024 would result in an assumed resignation.

Based on the feedback, or lack thereof, received from committee members in February 2024, the Department recruited new applicants to fill open positions on Idaho’s Assessment Item Review Committee.

Background and application information regarding the committee were distributed through the Department’s newsletter, website, webinars, and email lists to relevant audiences who expressed their interest in joining the committee via an online application.

Prospective applicants were asked to self-identify as a parent, teacher, school board member, or school administrator. They were also asked to identify their region and confirm their willingness to attend the 2024-2025 Bias and Sensitivity Assessment Item Review in Boise in August 2024. Reviewers who, in the past, had served as an “alternate” were also offered the opportunity to become a committee member.

The IDE requests that the Board appoint new committee members to replace members who have resigned, have become inactive, or can no longer serve on Idaho’s Assessment Item Review Committee.

IMPACT

Approval would introduce five teachers, six parents, two school board members, and four K-12 administrators from all six of Idaho’s regions to Idaho’s Assessment Item Review committee. All proposed and current members have expressed a commitment to attend the fall 2024 in-person review meeting in Boise.

Approval of the list would significantly increase the number of active members on the committee, providing a more thorough review of Idaho’s computer-adaptive assessment items. It would also ensure that each region of Idaho, and each subgroup of reviewers, is more evenly represented in the item review than in previous years.

ATTACHMENTS

- | | |
|--------------|---|
| Attachment 1 | Proposed New Assessment Item Review Committee Members |
| Attachment 2 | Complete Assessment Item Review Committee Member List with Indication of Proposed New Members |

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of seventeen (17) new committee members as presented in Attachment 1.

BOARD ACTION

I move to approve the request by the Idaho Department of Education to appoint the seventeen (17) individuals identified in Attachment 1 for a four-year term on the Assessment Item Review Committee beginning in fall 2024 and exiting in fall 2028.

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JUNE 12-13, 2024

Moved by _____ Seconded by _____ Carried Yes _____ No _____

PROPOSED NEW ASSESSMENT ITEM REVIEW COMMITTEE MEMBERS

Region	First Name	Last Name	Role
Region 1	Richard	Meyer	Board Member
Region 1	Peggy	Loutzenhiser	Administrator
Region 1	Jennifer	Kelly	Parent
Region 2	Alicia	Wheeler	Teacher
Region 2	Jolyn	Hobson	Administrator
Region 3	Joy	McDaniel	Parent
Region 3	Allyson	Randall	Teacher
Region 3	Lori	Frasure	Board Member
Region 3	Joy	McDaniel	Parent
Region 4	Joy	Kane	Administrator
Region 4	Charity	Smith	Teacher
Region 4	Chelsea	Lee	Parent
Region 5	Angie	Eldredge	Parent
Region 5	JoDee	Cook	Teacher
Region 6	Christina	Fullmer	Teacher
Region 6	Lisa	Puckett	Administrator
Region 6	Mark	Olsen	Parent

**COMPLETE ASSESSMENT ITEM REVIEW COMMITTEE MEMBER LIST
WITH INDICATION OF PROPOSED NEW MEMBERS**

Region	First Name	Last Name	Role	Committee Status	Exit Year
1	Richard	Meyer	Board Member	Pending	2027
1	Peggy	Loutzenhiser	Administrator	Pending	2027
1	Jennifer	Kelly	Parent	Pending	2027
1	Tim	Hunt	Parent	Active	2025
2	Alicia	Wheeler	Teacher	Pending	2027
2	Jolyn	Hobson	Administrator	Pending	2027
3	Joy	McDaniel	Parent	Pending	2027
3	Lori	Frasure	Board Member	Pending	2027
3	Allyson	Randall	Teacher	Pending	2027
3	Kim	Arrasmith	Administrator	Active	2025
3	Tanya	Koyle	Parent	Active	2025
4	Joy	Kane	Administrator	Pending	2027
4	Charity	Smith	Teacher	Pending	2027
4	Chelsea	Lee	Parent	Pending	2027
4	Darlene	Dyer	Parent	Active	2025
5	Angie	Eldredge	Parent	Pending	2027
5	JoDee	Cook	Teacher	Pending	2027
5	Carmelita	Benitez	Administrator	Active	2025
6	Christina	Fullmer	Teacher	Pending	2027
6	Lisa	Puckett	Administrator	Pending	2027
6	Mark	Olsen	Parent	Pending	2027
6	Karen	Pyron	Board Member	Active	2025

CONSENT
JUNE 12-13, 2024

IDAHO DEPARTMENT OF EDUCATION

SUBJECT

Adoption of Praxis II Assessments and Idaho Qualifying Scores

REFERENCE

April 2022	The Board accepted the Professional Standards Commission recommendation to approve proposed Praxis II assessments and Idaho cut scores.
December 2022	The Board accepted the Professional Standards Commission recommendation to approve proposed Praxis II assessments and Idaho cut scores.
April 2023	The Board approved Praxis II assessments and Idaho cut scores.

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.02.015.01.d - Standard Instructional Certificate
IDAPA 08.02.02.017.01 - Content, Pedagogy and Performance Assessment for Certification

BACKGROUND/DISCUSSION

One of the requirements for obtaining a Standard Instructional Certificate is that proficiency be shown in the area of endorsement being sought (IDAPA 08.02.02.015.01.d). Each candidate must meet or exceed the state qualifying score on the State Board of Education (Board)-approved content area assessment. Praxis II – Subject Assessments are one of the Board-approved content area assessments.

Educational Testing Service (ETS) periodically expires assessments, replacing them with regenerated assessments and updated multi-state qualifying scores. The following regenerated assessments are for exams previously adopted by the Board. The Department of Education recommends the following regenerated assessments and qualifying scores to the Board for approval, effective September 1, 2024:

- Adoption of Praxis II assessment 5581 Social Studies, with a multi-state qualifying score of 153, to replace expiring assessment 5081 Social Studies: Content Knowledge.
- Adoption of Praxis II assessment 5123 Family and Consumer Sciences, with a multi-state qualifying score of 151, to replace expiring assessment 5122 Family and Consumer Sciences.
- Adoption of Praxis II assessment 5053 Technology and Engineering Education, with a multi-state qualifying score of 157, to replace expiring assessment 5051 Technology Education.

The last administration date of all expiring assessments is August 31, 2025. Board adoption of the regenerated tests, effective September 1, 2024, will allow candidates a choice of tests before the last administration date of the expiring test.

CONSENT
JUNE 12-13, 2024

IMPACT

Approval of assessments and qualifying scores ensures compliance with Idaho Administrative Code.

ATTACHMENTS

Attachment 1	Regenerated Assessments and Qualifying Scores Recommended for Board Approval
Attachment 2	All ETS Praxis II Assessments & Cut Scores

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of the three regenerated assessments and qualifying scores as presented in attachment 1.

BOARD ACTION

I move to approve the proposed Praxis II assessments and qualifying scores as provided in Attachment 1, effective September 1, 2024.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

The Department of Education recommends the following regenerated assessments and qualifying scores to the Board for approval, effective September 1, 2024:

- Adoption of Praxis II assessment 5581 Social Studies, with a multi-state qualifying score of 153, to replace expiring assessment 5081 Social Studies: Content Knowledge;
- Adoption of Praxis II assessment 5123 Family and Consumer Sciences, with a multi-state qualifying score of 151, to replace expiring assessment 5122 Family and Consumer Sciences; and
- Adoption of Praxis II assessment 5053 Technology and Engineering Education, with a multi-state qualifying score of 157, to replace expiring assessment 5051 Technology Education.

Standard Instructional Certificate					
Endorsement Code	Endorsement	Content/ Grade Level	ETS Praxis II Subject Assessment	Idaho Cut Score	Multi State Cut Score
7010	All Subjects (Candidates can take 5001 OR 7811)	(K-8)	Elementary Education: 5002 Reading and Language Arts Subtest AND	157	157
			Elementary Education: 5003 Mathematics Subtest AND	157	157
			Elementary Education: 5004 Social Studies Subtest AND	155	155
			Elementary Education: 5005 Science Subtest	159	159
			CKT Elementary Education: 7812 Reading and Language Arts Subtest AND	161	161
7010	All Subjects (Candidates can take 5001 OR 7811)	(K-8)	CKT Elementary Education: 7813 Mathematics Subtest AND	150	150
			CKT Elementary Education: 7814 Science Subtest AND	154	154
			CKT Elementary Education: 7815 Social Studies Subtest	161	161
			5089 Middle School Social Studies	149	-
7222	American Government/Political Science	(6-12)	5931 Government/Political Science	149	149
7770	American Indian Language	(K-12)	-	-	-
7038	Bilingual Education	(K-12)	5362 English to Speakers of Other Languages	155	155
8421	Biological Science	(5-9)	5442 Middle School Science	152	152
(6-12)		5236 Biology	154	154	
7083	Blended Early Childhood Education/Early Childhood Special Education	(Birth-Grade 3)	5025 Early Childhood Education OR Elementary Subtests (See All Subjects 5001 or 7811) AND	156	156
			5692 Special Education: Early Childhood/Early Intervention	159	159
7014	Blended Elementary Education/Elementary Special Education	(Grade 4-6)	Elementary Subtests (See All Subjects 5001 or 7811)	See All Subjects	See All Subjects
7035	Blind and Low Vision	(Pre-K-12)	5354 Special Education: Core Knowledge and Applications AND	145	151
			5282 Special Education: Teaching Students with Visual Impairments	163	163
8440	Chemistry	(5-9)	5442 Middle School Science	152	152
(6-12)		5246 Chemistry	146	146	
7440	Communication	(5-9)	5221 Speech Communication: Content Knowledge	143	-
(6-12)		5652 Computer Science	149	149	
8144	Computer Science	(5-9)	5652 Computer Science	149	149
7144		(6-12)	5701 Agriculture	147	147
8400	CTE - Agriculture Science & Technology	(6-12)	5101 Business Education: Content Knowledge	148	154
7400		(6-12)	5652 Computer Science	149	149
9921	CTE - Business Technology Education	(6-12)	5051 Technology Education 5053 Technology and Engineering Education	154 157	159 157
9093		(6-12)	5122 Family and Consumer Sciences 5123 Family and Consumer Sciences	153 151	153 151
9400	CTE - Computer Science	(6-12)	5561 Marketing Education	158	-
9401		(6-12)	5051 Technology Education 5053 Technology and Engineering Education	154 157	159 157
9970	CTE - Family and Consumer Sciences	(6-12)	5122 Family and Consumer Sciences 5123 Family and Consumer Sciences	153 151	153 151
9092	CTE - Marketing Technology Education	(6-12)	5561 Marketing Education	158	-
9981	CTE - Technology Education	(6-12)	5051 Technology Education 5053 Technology and Engineering Education	154 157	159 157
7030	Deaf/Hard of Hearing	(Pre-K-12)	5354 Special Education: Core Knowledge and Applications AND	145	151
			5272 Special Education: Education of Deaf and Hard of Hearing Students	160	160
7019	Early Childhood Special Education	(Pre-K-3)	5025 Early Childhood Education OR Elementary Multiple Subtests (See All Subjects 5001 or 7811) AND	156	156
			5692 Special Education: Early Childhood/Early Intervention	159	159
7140	Early Literacy	(K-3)	5205 Teaching Reading: Elementary	159	159
8451	Earth and Space Science	(5-9)	5442 Middle School Science	152	152
7451		(6-12)	5572 Earth and Space Sciences	154	154
8228	Economics	(5-9)	5089 Middle School Social Studies	149	-
7228		(6-12)	5911 Economics	150	150
8990	Engineering	(5-9)	5051 Technology Education	154	159
7990		(6-12)	5047 Middle School English Language Arts	164	164
8120	English	(5-9)	5047 Middle School English Language Arts	164	164
7120		(6-12)	5038 English Language Arts: Content Knowledge	167	167
7126	English as a Second Language (ESL)	(K-12)	5362 English to Speakers of Other Languages	155	155
7036	Exceptional Child Education	(K-8)	5543 Special Education: Core Knowledge and Mild to Moderate Applications AND	153	158
7037		(6-12)	Elementary Subtests (See All Subjects 5001 or 7811)	See All Subjects	See All Subjects
7029		(K-12)	Elementary Subtests (See All Subjects 5001 or 7811)	See All Subjects	See All Subjects
8226	Geography	(5-9)	5089 Middle School Social Studies	149	-
7226		(6-12)	5921 Geography	153	-
8452	Geology	(5-9)	5442 Middle School Science	152	152
7452		(6-12)	5572 Earth and Space Sciences	154	154
7028	Gifted and Talented	(K-12)	5358 Gifted Education	157	157
8520	Health	(5-9)	5551 Health Education	155	-
7520		(6-12)	5551 Health Education	155	-
7521	History	(K-12)	5089 Middle School Social Studies	149	-
8221		(5-9)	5941 World and U.S. History: Content Knowledge	141	-
7221	Humanities	(6-12)	5941 World and U.S. History: Content Knowledge	141	-
8133		(5-9)	5224 Journalism	153	153
7133	Journalism	(6-12)	5224 Journalism	153	153
8134		(5-9)	5206 Teaching Reading	156	156
7134	Junior ROTC	(6-12)	5206 Teaching Reading	156	156
7080		(5-9)	5164 Middle School Mathematics	157	157
7139	Literacy	(K-12)	5164 Middle School Mathematics	157	157
8320	Mathematics - Middle Level	(5-9)	5165 Mathematics	159	159
7300	Mathematics	(6-12)	5165 Mathematics	159	159
8820	Music	(5-9)	5113 Music: Content Knowledge	148	161
7820		(6-12)	5113 Music: Content Knowledge	148	161
7810		(K-12)	5113 Music: Content Knowledge	148	161
7420	Natural Science	(6-12)	5436 General Science	141	141
7989	Online-Teacher	(Pre-K-12)	-	-	-
8510	Physical Education (PE)	(5-9)	5091 Physical Education: Content Knowledge	143	-
7512		(6-12)	5091 Physical Education: Content Knowledge	143	-
7511	Physical Science	(K-12)	5442 Middle School Science	152	152
8430		(5-9)	5485 Physical Science	157	157
7430	Physics	(6-12)	5442 Middle School Science	152	152
8450		(5-9)	5266 Physics	145	145
7450	Psychology	(6-12)	5266 Physics	145	145
8231		(5-9)	5391 Psychology	154	154
7231	(6-12)	5391 Psychology	154	154	

Standard Instructional Certificate					
Endorsement Code	Endorsement	Content/ Grade Level	ETS Praxis II Subject Assessment	Idaho Cut Score	Multi State Cut Score
8453	Science - Middle Level	(5-9)	5442 Middle School Science	152	152
7200	Social Studies	(6-12)	5081 Social Studies: Content Knowledge 5581 Social Studies	150 153	153
8220	Social Studies - Middle Level	(5-9)	5089 Middle School Social Studies	149	-
8229	Sociology	(5-9)	5952 Sociology	154	154
7229		(6-12)			
8236	Sociology/Anthropology	(5-9)	5952 Sociology	154	154
7236		(6-12)			
7296	Teacher Leader - Instructional Technology	-			
7297	Teacher Leader - Instructional Specialist	-			
7298	Teacher Leader - Literacy	-	5205 Teaching Reading: Elementary (OR)	159	159
			5206 Teaching Reading (K-12) (OR)	156	156
			5302 Reading Specialist	165	165
7299	Teacher Leader - Mathematics	-	5164 Middle School Mathematics (OR)	157	157
			5165 Mathematics (OR)	159	159
			5037 Elementary Education: Math Specialist	153	153
7045	Teacher Leader - Special Education	-			
7020	Teacher Librarian	(K-12)	5312 School Librarian	154	154
8137	Theater Arts	(5-9)	5641 Theatre	148	-
7137		(6-12)			
8852	Visual Arts	(5-9)	5134 Art: Content Knowledge	151	158
7852		(6-12)			
7851		(K-12)			
8700	World Language (All other languages not listed below)	(5-9)	5841 World Language Pedagogy	151	158
7700		(6-12)			
7710		(K-12)			
8702	World Language - American Sign Language	(5-9)	0634 American Sign Language Proficiency Interview (ASLPI) by Gallaudet	3 (score is equivalent to a 160 scale score)	160
7702		(6-12)			
7701		(K-12)			
8796	World Language - Chinese	(5-9)	5665 Chinese (Mandarin): World Language	164	164
7796		(6-12)			
7715		(K-12)			
8830	World Language - French	(5-9)	5174 French: World Language	156	162
7730		(6-12)			
7712		(K-12)			
8740	World Language - German	(5-9)	5183 German: World Language	157	163
7740		(6-12)			
7713		(K-12)			
7792	World Language - Japanese	(K-12)	5661 Japanese	156	156
7750	World Language - Latin	(K-12)	5601 Latin	152	-
7714	World Language - Russian	(K-12)	5671 Russian: World Language	130	130
8720	World Language - Spanish	(5-9)	5195 Spanish: World Language	163	168
7720		(6-12)			
7711		(K-12)			

CONSENT
JUNE 12, 2024

SUBJECT

Graduate Medical Education – Committee Appointments

REFERENCE

December 5, 2017	Board approved a Graduate Medical Education 10-year plan.
June 2018	Board approved first reading of Board Policy III.C. Graduate Medical Education Committee.
August 2018	Board approved second reading of Board Policy III.C. Graduate Medical Education Committee.
June 2020	Board approved reappointments to the Graduate Medical Education Committee.
August 2020	Board approved the appointments of Dr. Jaren Blake and Dr. A.J. Weinhold to the Graduate Medical Education Committee.
October 2020	Board approved the appointments of Dr. Thomas Mohr and Dr. John Grider to the Graduate Medical Education Committee.
October 2022	Board approved the appointments of Dr. Perry Brown Jr., Dr. Abby Davids, Dr. Robyn Dreibelbis, and Dr. Matthew Larsen and the reappointments of Dr. Mary Barinaga, Dr. Justin Glass, Dr. John Grider, Dr. Melissa Hagman, Susie Keller, Dr. Samantha Portenier, Dr. Kimberly Stutzman, and Dr. William Woodhouse to the Graduate Medical Education Committee.
December 2022	Board approved the reappointment of Dr. Clay Prince, Chief Medical Officer for Madison Health, to the Graduate Medical Education Committee.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.C.

BACKGROUND/DISCUSSION

The Graduate Medical Education (GME) committee plays a vital role in making recommendations on the implementation and refinement of the 10-year GME plan approved by the Board at the December 5, 2017 special Board meeting.

Consistent with Board Policy III.C, the purpose of the GME Committee is to provide recommendations to the Board on ways to enhance graduate education in the state of Idaho. The committee also supports the development, implementation, and monitoring of the Board's graduate medical education short and long-term plans. The committee reports to the Board through the Instruction, Research, and Student Affairs Committee.

CONSENT
JUNE 12, 2024

A maximum of thirty (30) members can serve on the committee. All committee members are appointed by the Board. Committee members represent postsecondary institutions providing graduate medical education for Idaho, residency sites, the Idaho Medical Association, and the Office of the State Board of Education. Representatives from medical organizations include a physician and an administrator. Appointments and/or reappointments serve five-year terms.

The Board is currently being asked to consider appointing Dr. Brandon Mickelson, MD of the Idaho State University Family Medicine Residency; Dr. Caroline Elizabeth Gass, MD of the University of Washington Boise Psychiatry; Dr. Patricia Howell-DelTufo, MD of Eastern Idaho Regional Medical Center; and Travis Leach of West Valley Medical Center. These individuals would replace the previous GME representatives of these four (4) respective institutions and serve in these roles through the remainder of their stated terms.

IMPACT

The four (4) candidates offered their individual letters of interest as well as their professional credentials to serve on the GME Committee on behalf of their designated institutions.

ATTACHMENTS

- Attachment 1 – GME Committee Members 2024
- Attachment 2 – Letter of Interest and CV for Brandon Mickelsen, MD
- Attachment 3 – Letter of Interest and CV for Caroline Elizabeth Gass, MD
- Attachment 4 – Letter of Interest and CV for Patricia Howell-DelTufo, MD
- Attachment 5 – Letter of Interest and CV for Travis Leach, MBA, FACHE

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to appoint Dr. Brandon Mickelsen, MD of the Idaho State University Family Medicine Residency, to serve on the Graduate Medical Education Committee effective immediately and expiring June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Dr. Caroline Elizabeth Gass, MD of University of Washington (UW) Boise Psychiatry, to serve on the Graduate Medical Education Committee effective immediately and expiring June 30, 2025.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
JUNE 12, 2024

I move to appoint Dr. Patricia Howell-DelTufo, MD of Eastern Idaho Regional Medical Center to serve on the Graduate Medical Education Committee effective immediately and expiring June 30, 2025.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Travis Leach, MBA FACHE of West Valley Medical Center, to serve on the Graduate Medical Education Committee effective immediately and expiring June 30, 2025.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT
JUNE 12, 2024**

ATTACHMENT 1

GRADUATE MEDICAL EDUCATION COMMITTEE MEMBERS (updated 4-2024)

Institution	Representative	Email	Term Expiration June 30 of
Office of State Board of Education	Matt Freeman, Executive Director Patrick Coulson, CFO	mfreeman@edu.idaho.gov pcoulson@edu.idaho.gov	Ex Officio
GME Coordinator	Ted Epperly, MD	tedepperly@fullcircleidaho.org	Ex Officio
Idaho Hospital Association	Brian Whitlock	bwhitlock@teamiha.org	2025
Idaho Medical Association	Susie Pouliot Keller, CEO (Mike Cunnington, IMA Director of Government Affairs)	susie@idmed.org cunnington@idmed.org	2027
Idaho College of Osteopathic Medicine	Robyn Dreibelbis, DO	rdreibelbis@icom.edu (updated email 1/2024)	2027
University of Utah School of Medicine	Ben Chan, MD (Occasionally Kylie Christensen Assoc Director/ MPH for RUUTE and Regional Affairs for Chan)	Benjamin.Chan@hsc.utah.edu kylie.christensen@hsc.utah.edu	2025
University of Washington School of Medicine	Mary Barinaga, MD – Vice Chair	barinm@uw.edu	2027
Full Circle Family Med Boise	Abby Davids, MD	abbydavids@fullcircleidaho.org	2027
Full Circle Family Med Caldwell	Samantha Portenier, MD	samanthaportenier@fullcircleidaho.org	2027
Full Circle Family Med Nampa	Kim Stutzman, MD	KimStutzman@fullcircleidaho.org	2027
Full Circle Family Med Twin Falls	Joshua Kern, MD	kernjw@slhs.org	2025
Full Circle Pediatrics	Perry Brown, MD	PerryBrown@fullcircleidaho.org	2027
Idaho State University Family Medicine Residency	Brandon Mickelson, MD	brandonmickelsen@isu.edu	2027 Pending SBOE Review/Approval
ISU Family Medicine Rexburg	A.J. Weinhold, MD	weinana@isu.edu ajweinhold@isu.edu	2025

**CONSENT
JUNE 12, 2024**

ATTACHMENT 1

Coeur d' Alene Family Medicine Residency	Dick McLandress, MD	RMclandress@kh.org rmclandr@uw.edu	2025
EIRMC Family Medicine	Joshua Stringam, DO Luisa Hiendlmayr, MD (APD) has been attending in lieu of Stringham	Joshua.Stringam@hcahealthcare.com luzpineda25@gmail.com	Stringam pending Hiendlmayr 2025
EIRMC Internal Medicine	Vacant/ Patricia Howell-DelTufo, MD representing		
EIRMC Psychiatry	Matt Larsen, DO	Drmattlarsen@gmail.com	2027
UW Boise Internal Medicine	Moe Hagman, MD – Chair	mhagman@uw.edu	2027
UW Boise Psychiatry	Caroline Elizabeth (Liz) Gass, MD	Caroline.Gass@va.gov	2025 Pending SBOE Review/Approval
University of Utah/Idaho Psychiatry Residency	Beth Botts, MD	Elizabeth.Botts@hsc.utah.edu	2025
Saint Alphonsus Healthcare	Lisa Nelson, MD (Occasionally Diane Johnson for Nelson)	Lisa.M.Nelson@saintalphonsus.org Diane.L.Johnson@saintalphonsus.org	2025
St. Luke's Healthcare	Bart Hill, MD	hillb@slhs.org	2025
Portneuf Medical Center	Dan Snell, MD unable/vacant		
Madison Memorial Hospital	Clay Prince, MD	clayprince@mmhnet.org	2027
Kootenai Health	Jon Ness	jness@kh.org	2025
Boise VAMC	Andy Wilper, MD	wilpera@gmail.com	2025
Eastern Idaho Regional Medical Center	Patricia Howell-DelTufo, MD	patricia.howell@hcahealthcare.com	2025 Pending SBOE Review/Approval
West Valley Medical Center	Travis Leach	Travis.Leach@hcahealthcare.com	2025 Pending SBOE Review/Approval

Idaho State
UNIVERSITY

Department of Family Medicine
465 Memorial Drive • Pocatello, Idaho 83201

May 10, 2024

Brandon Mickelsen, DO
Director ISU Family Medicine Residency
465 Memorial Dr.
Pocatello, ID 83201
208-282-4508
brandonmickelsen@isu.edu

Idaho State Board of Education
650 W. State Street
Boise, ID 83702

To whom it may concern,

My name is Brandon Mickelsen, and I am the Director at the Idaho State University Family Medicine Residency. I request to serve as the representative for this medical school on the statewide Graduate Medical Education Committee. I have also sent my Curriculum Vitae for your review.

Sincerely,



Brandon Mickelsen, DO
Director ISU Family Medicine Residency

Curriculum Vitae

Name: Brandon Mickelsen
1642 Monte Vista
Pocatello, ID 83201

Employment: Idaho State University
465 Memorial Drive
Pocatello ID 83201
08/2009-present

Personal Data:

Birth: 08/26/1978, Pocatello ID, U.S. citizen,

Education:

Bachelor of Science: Idaho State University 5/18/2002 (Honors)
Doctor of Osteopathic Medicine: University of New England 6/03/2006

Postgraduate Training:

Internship Idaho State University Family Medicine 06/26/2006/ -06/30/2007
Residency: Idaho State University Family Medicine 6/30/2007-6/30/2009

Faculty Positions:

Idaho State University Family Medicine Residency Director 2014-present
Idaho State University Department of Family Medicine Associate Faculty 2009-2014
University of Washington Department of Family Medicine Clinical Assistant Professor
2015-2023
University of Washington Department of Family Medicine Clinical Associate Professor
2023-present
University of Washington Department of Family Medicine Associate Faculty 2010-2015
Idaho College of Osteopathic Medicine Clinical Assistant professor of Family Medicine
2019-present

Hospital positions:

Portneuf Medical Center: Medical staff member
Portneuf Medical Center: CME chair 2016-2021

Honors:

Resident teaching award: 2009
Preceptor of the Year 2011 and 2013

Certifications:

Advanced Cardiac Life Support 01/2018
Certified ALSO instructor 2025
NRP 2023
Board Certified family physician 07/08/2029
CCD 2024
NIPDD graduate 2016

License:

Idaho expires 06/30//2023

Professional Organizations:

American Academy of Family Physicians (AAFP):
Idaho Academy of Family Physicians: (Member of board 2017-2020, 2021 president-elect; 2022 president; 2023 past president)
Idaho Medical association (Past speaker of the House, Vice speaker, and resident representative; board member 2008-2017; 2022-present):
Southeast Idaho Medical society (President 2010-present)
Society for teachers of Family Medicine
Association for Family Medicine Residency Directors
Idaho Medical Association Trustee 2022-Present

Lectures:

I teach U of W med students during their family medicine rotation 5-10 hours a week
Lectures: I have presented an average of 5-25 lectures a year at the hospital and the residency (2009-Present)
I am an ALSO certified instructor and help teach 1-2 regional courses every year.

Leadership:

Idaho Academy of Family Physicians board member 2017-present
Idaho Academy of family physician's president 2022-2023
Idaho Medical Association resident representative 2007-2009
Idaho Medical Association Vice speaker and speaker of the house 2009- 2017
Southeast Idaho Medical Society president 2011-Present
Chief Resident 2007-2009
WWAMI family medicine residency director's member at large 2021-2022
WWAMI family medicine residency directors network vice president 2022
WWAMI family medicine residency director's network president 2023-Present

Regional/National presentations

March 2017 WWAMI FM directors meeting: Ways to increase faculty salary
May 2017 IAFP annual meeting: Chronic Kidney Disease.
May 2018 IAFP annual meeting: shoulder pain and COPD
April 2019 PDW Kansas City Teaching Implicit Bias
April 2019 PDW Kansas City a CHC and Residency partnership.
May 2019 IAFP annual meeting: Pediatric update
December 2019 WWAMI FM director meeting: Residency Quality curriculum
September 2020 WWAMI FM director meeting: Moonlighting in residency
February 2022 IAFP statewide CME "Tetanus"
June 2022 WWAMI FM Directors Improving faculty teaching
March 2024 WWAMI FM Directors Using AI in residencies
May 2024 IAFP annual meeting "Osteoporosis"

May 10, 2024

Caroline Elizabeth Gass
Program Director, University of Washington Boise Psychiatry Residency
500 W Fort St, Building 116
Boise, ID 83702
208-422-1000 x7458
Caroline.gass@va.gov

Idaho State Board of Education
650 W. State Street
Boise, ID 83702

To whom it may concern,

My name is Liz Gass, and I am the Program Director for the University of Washington Boise Psychiatry Residency Program. I request to serve as the representative for this graduate medical education program on the statewide Graduate Medical Education Committee. I have also sent my Curriculum Vitae for your review.

Sincerely,



C. Elizabeth Gass, MD, MPH
Psychiatrist

Liz Gass, MD, MPH

CV

Prepared Spring 2024

Caroline Elizabeth Gass, MD, MPH
Curriculum Vitae

1. PERSONAL DATA

Place of birth: Durham, NC

Citizenship: USA

Email: cegass@gmail.com

2. EDUCATION

2005-2009	B.S. in Biochemistry, <i>summa cum laude</i> , North Carolina State University
2012-2013	M.P.H., University of North Carolina at Chapel Hill
2009-2014	M.D., University of North Carolina at Chapel Hill

3. POSTGRADUATE TRAINING

2014-2015	Internship in Psychiatry, University of Washington
2015-2018	Residency in Psychiatry, University of Washington
2018-2019	Fellowship in Consult-Liaison Psychiatry, University of Washington
2019-2020	Fellowship in Forensic Psychiatry, Albert Einstein/Montefiore

4. FACULTY POSITIONS HELD

2020-2022	Adjunct Professor of Psychiatry, Idaho College of Osteopathic Medicine
2020-2024	Clinical Instructor, University of Washington Department of Psychiatry and Behavioral Sciences
2024-	Clinical Assistant Professor, University of Washington Department of Psychiatry and Behavioral Sciences (appointment beginning July 1, 2024)

5. HOSPITAL POSITIONS HELD

2018-2019	Emergency Psychiatrist (moonlighting), Harborview Medical Center, Seattle, WA
2019	Inpatient Psychiatrist (moonlighting), Bronx Psychiatric Center, Bronx, NY
2020	Inpatient Psychiatrist (telehealth/locum tenens), Eastern Idaho Regional Medical Center, Idaho Falls, ID
2020-2022	West Valley Medical Group, LLC DBA West Valley Medical Group Psychiatry, Caldwell, ID
2022-2023	Inpatient Unit Chief, Boise VA Medical Center, Boise, ID Associate Program Director, UW Boise Psychiatry Residency Program, Boise, ID

6. CURRENT EMPLOYMENT

2023-	Consultation-Liaison Psychiatrist, Boise VA Medical Center
2023-	Program Director, University of Washington Boise Psychiatry Residency Program
2023-2024	Site Director, University of Washington Idaho Advanced Clinician Track
2021-	Mountain West Psychiatric Consulting, PLLC, Boise, ID

Liz Gass, MD, MPH

CV

Prepared Spring 2024

7. HONORS

- 2018 Graduation with an Area of Distinction in Research, University of Washington Psychiatry Residency Program
- 2021 Psychotherapy Supervisor of the Year, University of Washington Idaho Advanced Clinician Track

8. BOARD CERTIFICATIONS

- 2018 Board Certified in Psychiatry by the American Board of Psychiatry and Neurology
Issue date: 9/24/2018
Recertification date: 12/31/2024
- 2021 Board Certified in Consultation-Liaison Psychiatry by the American Board of Psychiatry and Neurology
Issue date: 11/1/2021
Recertification date: 12/31/2024
- 2021 Board Certified in Forensic Psychiatry by the American Board of Psychiatry and Neurology
Issue date: 11/15/2021
Recertification date: 12/31/2024

9. LICENSURE

- 2020- Idaho State Physician and Surgeon License with Primary Supervising Physician Designation
Initial issue date: 6/2/2020
Expiration date: 6/30/2024
- 2020- Idaho Board of Pharmacy Controlled Substance Practitioner License
Initial issue date: 6/12/2020
Expiration date: 1/31/2025
- 2018- DEA license
Issue date: 8/31/2021
Expiration date: 09/30/2024

10. PROFESSIONAL ORGANIZATIONS

- 2020- American Psychiatric Association
- 2022- Idaho Medical Association
- 2022- Idaho Psychiatric Association
Executive Board Member-- Secretary
- 2022- American Association of Directors of Psychiatric Residency Training
- 2023- Academy of Consultation-Liaison Psychiatry

11. TEACHING AND LEADERSHIP RESPONSIBILITIES

- 2018-2021 University of Washington Underserved Pathway Mentor
- 2020-2021 Idaho College of Osteopathic Medicine, Mental Health OMS-II Course, Lecturer and Assessment Item Writer
- 2022-2023 University of Washington WWAMI Boise Site Psychiatry Clerkship Director
- 2022- University of Washington Boise Psychiatry Residency Program: Didactic Instructor: 18 total hours of lectures for the 2022-2023 academic year

Liz Gass, MD, MPH

CV

Prepared Spring 2024

- 2023- Caseload Supervisor for University of Washington Boise
Psychiatry Residents
- 2023- Lead Journal Club Facilitator, University of Washington Boise
Psychiatry Residency Program
- 2024- University of Washington School of Medicine Medical Student Progress
Committee- Voting Member



May 14, 2024

Idaho State Board of Education
650 W. State Street
Boise, ID 83702

To whom it may concern,

My name is Dr. Patricia Howell, and I am the CMO at Eastern Idaho Regional Medical Center. I request to serve as the representative for this medical school on the statewide Graduate Medical Education Committee. I have also sent my Curriculum Vitae for your review.

Sincerely,

A handwritten signature in black ink that reads "Patricia Howell, M.D." The signature is written in a cursive style and is enclosed within a hand-drawn circle.

Patricia Howell, M.D., CMO

3100 Channing Way
Idaho Falls, ID 83404
EIRMC.com

Patricia (Patty) A. Howell, MD

133 Stillwater Drive
Idaho Falls, ID 83404
Patricia.Howell@HCAHealthcare.com
303-519-8701

Summary of Qualifications:

- Dedicated and relational physician executive that thrives on perceiving the possibilities in her surroundings and the people she works with. Enjoys seeing what is and what can be.
- Excels at creating harmony and enjoys turning challenges into coordinated operations.
- Deep seated love of Hospital Quality with 11 years experience in Medical Staff Governance in HCA and more than 10 years in CMO roles in private practice and hospital settings (nonprofit and for profit)
- Strategic thinker with 24 years in the Denver Market spanning two health systems, from bedside care to HCA National Committee work. Starting 3rd year in Idaho.
- Entrepreneurial physician that set up an independent practice and merged it with a larger practice eight years later. Helped CarePoint growth by aligning them with Blue Sky Neurology, leading to unprecedented growth for both organizations after their merger.

Work History

Chief Medical Officer - December 6, 2021 to present

Eastern Idaho Regional Medical Center (EIRMC) - Idaho Falls, Idaho

Oversight for:

Medical Staff Office

Quality Department

Medical Director Collaboratives

Pharmacy (2021-2023)

Laboratory (2021-2023)

DIO for Residency Programs (Family Medicine, Internal Medicine, Psychiatry)

Trauma Executive Sponsor

Spearheading effort to launch Kidney Transplant Program

*Brought plasmapheresis to the hospital at medical staff request coordinating lab, pharmacy, nursing and physicians.

*Represented EIRMC GME programs on State Board of Education GME Committee – testified at JFAC Legislative session to obtain yearly funding for residency growth. (2023 and 2024)

Chief Medical Officer - May 2017 to November 22, 2024
Porter Adventist Hospital - Englewood, Colorado

Porter Adventist Hospital was founded in 1930 to serve the needs of its surrounding population. Porter boasts a unique blend of services for a community hospital. The Porter Center for Joint Replacement is a leading hip and knee replacement center. At the same time, Porter serves its community through Behavioral Health Inpatient services as well as providing complex services of ECMO and a newly reimagined Transplant Center for solid organ disease.

- Provide direct leadership and/or entity supervision to Quality, Pharmacy, Transplant (Service Line Development), and Medical Staff Services. Have a close working relationship with Risk Management, Safety, Utilization Review, and Physician Wellness activities in the hospital, as well as with our active medical staff.
- Mentoring Quality Director producing a 16-point improvement in Engagement/eSat (10 points over benchmark) and a 26-point increase in Engagement/Recommend (9 points over benchmark).
- Enabling specialty pharmacy development within Porter for Hepatitis treatment through the Transplant Service line as well as treatments through Advanced Endoscopy Center.
- Revamped Transplant Program including recruiting of new physicians in all but one role. Brought in all new policies and procedures and hired a Lean consultant to assist in details of orienting all personnel and creating standard work around this new policy base. Personally created workflows in Epic to data mine radiology reports from all 17 Centura facilities for liver lesions and cirrhosis to be reviewed at Hepatobiliary Rounds. Interviewed for each position personally to ensure competence as well as proper culture with each physician and staff member. UNOS cited our final presentation of the changes made as one of the top two presentations they had ever seen.
- Reorganized the Medical Staff in several functions. Mentored the incoming President of the Medical Staff with resulting reinstatement of the Citizenship Committee to improve physician alignment with policy. Transitioned Peer Review from the Quality Department to the Medical Staff Department to increase transparency of physician issues for credentialing purposes. Serve as a resource to current Medical Staff Leadership.
- Improved physician satisfaction scores utilizing Glint surveys from 33rd to 77th percentile (above benchmark 74th percentile).
- Continued upward trend in HCAHPS Likely to Recommend score 75.1% (2018), 76.3% (2019), 76.6% (2020).
- Partnered with Centura Enterprise and Press-Ganey leadership in roll-out of Highly Reliable Organization (HRO) training. This led to a 27% increase in near-miss reporting (best in Centura) as well as improvements in our Culture of Safety survey by an average of 2.7% in all categories.
- Led Incident Command Center throughout the COVID-19 Crisis. Ran all aspects of hospital response including the return to normalcy ramp-up of the OR, now performing at greater than 100% prior run rate and compliant with all public health

order parameters.

- Direct Daily Safety Huddle (Tier One) and facilitate problem solving as well as participate in Tier Two (Centura Quality level) Huddle daily. Attend Tier Three (Centura Enterprise) Huddle upon request.
- Solicited buy-in from Enterprise to incorporate Lean Department into Quality to more closely reflect regulatory requirements.
- Led Quality Department through multiple surveys leading to extensive experience with Joint Commission, Colorado Department of Health and Epidemiologic surveys.

Centura Hospitalists - 2015-2017

Saint Anthony's Hospital - Lakewood, CO

- Spearheaded work in patient satisfaction leading to highest HCAHPS physician scores seen at SAH up to that time.

CarePoint, PC - 2008-2015

CMO, Hospitalist Division - 2012-2015

Rose, Swedish and North Suburban Medical Centers - Denver, CO

- Was in charge of recruiting, scheduling, policy and performance of all functions for the Hospitalist Division at three hospitals.

Medical Director, Hospitalist Division - 2008-2012

CarePoint Director of Trauma Medical Service (TMED) - 2012-2015

- Merged prior practice with CarePoint in 2008 and was in charge of the entirety of the operation at Swedish Hospital.
- Successfully bid and won contracts at Swedish, Rose and North Suburban Hospital.

Family Practice Inpatient, PC - 2000-2008

Founding Partner and President - Denver, CO

- Founded original practice, then arranged merger with CarePoint, PC.

Acute Inpatient Medicine, PC - 1999-2000

Hospitalist - Denver, CO

Education:

Residency

Swedish Family Medicine Residency - 1996-1999

University of Colorado Health Sciences Center - Englewood, Colorado

- Chief Resident
- Swedish Nominee for Mead Johnson Award
- Swedish Nominee for William F. Barrows Award

- Administrator for Residency Journal Club

Doctor of Medicine - 1992-1996

University of Nevada School of Medicine - Reno and Las Vegas, Nevada

- Alpha Omega Alpha
- Merck Manual Award Winner
- Janet M. Glasgow Memorial Achievement Citation

Bachelor of Science, College of Human & Community Sciences - 1992-1996

Pre-Med Studies - University of Nevada, Reno

- Hertz Gold Medal Winner - Valedictorian of 1700 graduates
- Outstanding Senior Student, College of Human and Community Sciences
- Vice-President, Alpha Epsilon Delta (Premed Honor Society)
- Phi Kappa Phi Honor Society - Student Vice President
- Phi Kappa Phi UNR Outstanding Junior

Medical Leadership

- CarePoint Board of Directors, 2008-2015
- Continental Division Representative, HCA Hospitalist Physician Action Committee
- Member of HealthONE HCA Presidents' Council
- Member of Medical Executive Committee - Swedish
- Past President of the Medical Staff, 2012
- President of the Medical Staff - Swedish
- President-Elect of the Medical Staff - Swedish
- Department Chair
- Assistant Department Chair
- Chairman of Credentials Committee
- Member of Swedish Hospitalist Committee
- Medical Director of the Swedish Clinical Documentation Improvement Team
- TMED Representative to the Trauma Quality Assurance Committee
- Past Chairman of Primary Care Outreach Committee (Founded)
- Past Chair of Quality Medical Executive Committee

Teaching Appointments

- Past Assistant Clinical Professor - Department of Family Medicine, University of Colorado Health Sciences Center - 10 years actively teaching hospital medicine to residents

Awards

- 2012 Rocky Mountain Hospital Medicine Peak Performer

Swedish Dala Awards: Voted by Hospital Employees

- 2010 Most Votes in All Categories Combined
 - 2010 Most Positive Attitude
 - 2010 Most Respectful
 - 2009 Best Team Player
 - 2008 Most Compassionate Bedside Manner
 - 2008 Best Positive Attitude
 - 2008 Most Respectful
 - 2006 Most Responsive
-
- Residency Award - 2001 Hospital Preceptor of the Year

Publications

Effects of a Non-Surgical Hospitalist Service on Trauma Patient Outcomes.
Surgery, Volume 145, Issue 4, Pages 355-361

A Five-Year Review of a Surgical Hospitalist Program for Trauma Patients: A
Matched Cohort Study. Orlando A, Salottolo K, Uribe P, Howell PA, Slone DS, Bar-Or
D. Surgery. 2012



May 10, 2024

Travis Leach
Chief Executive Officer, West Valley Medical Center
1717 Arlington Avenue
Caldwell, ID 83605
travis.leach@hcahealthcare.com

Idaho State Board of Education
650 W. State Street
Boise, ID 83702

To whom it may concern,

My name is Travis Leach, and I am the Chief Executive Officer at West Valley Medical Center. I request to serve as the representative on the statewide Graduate Medical Education Committee. I have also sent my Curriculum Vitae for your review.

Sincerely,

Travis Leach, MBA, FACHE

Travis Leach, MBA, FACHE
2482 E. Mount Etna Dr.
Meridian, ID 83642
(208) 484-9774 • travleac@outlook.com

EXECUTIVE LEADER

Highly accomplished Senior Executive with extensive business administration and operations expertise, healthcare leadership, change leadership, business development, human resources, community and provider relations, strategic planning, technology development, and regulatory compliance

PROFESSIONAL EXPERIENCE

Hospital Corporation of America (HCA) May 2023 to Present
West Valley Medical Center, Caldwell, Idaho
Chief Executive Officer

Lead day to day operations for a 150-bed acute care hospital and associated Medical Office Buildings, Clinics and off-campus Surgical Center. Directly lead the Hospital Senior Leadership Team ensuring achievement of financial, operational and strategic plans with a focus on excellence.

Key Accomplishments to date:

- ◆ Achieved and maintained top decile Emergency Room, and top quartile Acute Care patient experience scores.
- ◆ Achieved Level III TSE Trauma Designation 1/2024

Trinity Health
Saint Alphonsus Medical Center, Nampa, Idaho February 2018 to May 2023
President

Lead day to day operations for a newly built 106-bed acute care hospital. Oversee and service locations consisting of on and off-campus locations including Oncology Center, free standing Emergency Department, Primary Care, Specialty Care Clinics, Occupational Medicine, Sports Medicine, Obstetrics Center, Urgent Care locations, system laboratory and retail pharmacy services across a mixed urban, sub-urban and rural geography. Directly lead the Hospital Senior Leadership Team, within a highly matrixed organization, ensuring achievement of financial, operational and strategic plans with a focus on excellence.

Key Accomplishments:

- ◆ Achieved top decile Emergency Room, and top quartile Acute Care patient experience scores.
- ◆ Developed and built a new state-of-the-art Cancer Institute including expanded outpatient medical oncology infusion center and new radiation oncology program.
- ◆ Expanded previously unavailable services including Epidemiologists, Critical Care Pulmonology, Gastroenterology, Neurology and Palliative Care.
- ◆ Expansion of Cardiology program including a four-fold increase in Interventional Cardiology procedures.
- ◆ Achieved State Level III Trauma, STEMI and Level II (Primary) Stroke Designations.
- ◆ Developed and launched Military and Veterans Health program.
- ◆ Successful implementation employee engagement program, boosting staff engagement by over 17%.
- ◆ Proven success on all financial, clinical and quality Key Performance Indicators.
- ◆ Fully Accredited by The Joint Commission during our new hospital survey and multiple re-certifications.

Trinity Health March 2014 to February 2018
Saint Alphonsus Health System, Boise, Idaho
Regional Director of Surgical Services

Responsible for 45 operating and 15 procedure rooms for various surgical specialties, including Trauma, General Surgery, Neurosurgery, Orthopedics, Cardiovascular, Endovascular, ENT and Surgical Sub-Specialties. Supervised Pre-Surgical Screening, Surgical Prep and Recovery, Endoscopy and Post Anesthesia Care Units and Sterile Processing Departments for Health System performing over 21,600 surgeries and 7,400 endoscopy procedures annually. Directly lead perioperative management team and over 390 staff across the Health System and 11 procedural units from Western Idaho to Eastern Oregon.

Key Accomplishments:

- ◆ Created and implemented Enhanced Recovery Program for Joint procedures, reducing Length of Stay from 1.9 days to 14.1 hours.
- ◆ Development of a Trans-catheter Aortic Valve Replacement (TAVR)/Vascular Hybrid Surgical program.
- ◆ Exceeded surgical volume targets and overall projections every year.
- ◆ Improved all Key Performance Indicators for each site.
- ◆ Promoted from Medical Center Perioperative Director to Regional Director of Surgical Services, Saint Alphonsus Health System.

Trinity Health

June 2010 to March 2014

Saint Alphonsus Health System, Boise, Idaho

Director, Medical Staff Services and Office of Education

Directed the operations of Saint Alphonsus Health System Medical Staff Services and Office of Education. Planned, developed and supervised effective systems and strategies to support Medical Staff credentialing and verification services, medical education and physician education across the Health System.

Key Accomplishments:

- ◆ Led the integration of four hospitals and multiple ambulatory clinics into the Saint Alphonsus Health System. Created a comprehensive on-boarding, credentialing, privileging, physician education and Graduate Medical Education system.

Family Medicine Residency of Idaho, Inc., Boise, Idaho

Sept. 2003 to Sept. 2010

Chief Operating Officer (COO)

Administrative and operations lead of a 45-physician, six mid-level and 75 support staff, 50,000 patient visit, 5 clinic-site primary care treatment, procedure, and Family Medicine Residency program. Supervised all department managers and directors and over 180 employees including Information Technology, Medical Records, Reception, Billing, Scheduling, Nursing, HIV Services, Minor Surgical and Endoscopy, Human Resources, Social Services, and Accounting and Finance departments.

Key Accomplishments:

- ◆ Led organization through complete corporate overhaul including billing and accounting functions, clinic operations, and governance transformation to become a Federally Qualified Health Center.
- ◆ Successfully created and implemented a Human Resources Information system.
- ◆ Led successful installation of an Electronic Health Record, Practice Management, Digital x-ray and Lab Interface systems.
- ◆ Demonstrated increase in responsibility and continued promotions in position from HIV Services Manager, Human Resources and Grants Services Manager, and Chief Operating Officer and Interim Chief Financial Officer.

Alliance Family Services, Inc., Twin Falls, Idaho

October 1999 to Sept. 2003

Chief Executive Officer, Founder

Oversaw and directed daily operations including finance, human resources, risk management, state and federal law compliance, conflict resolution, quality assurance, marketing, contract negotiation, project planning, and maintaining a positive treatment team. Coordinated multiple offices with over 30 employees, serving 10 counties statewide.

Key Accomplishments:

- ◆ Independently founded mental health corporation: *Alliance Family Services, Inc.*
- ◆ Created, designed and implemented multiple programs for the State of Idaho Department of Health and Welfare, Child Protective Services, Children's Mental Health, Adult and Child Development Center, Juvenile Corrections, local school districts and private entities and clients.
- ◆ Negotiated and awarded major mental health managed care contracts in Southern Idaho and Northern Idaho.

Advocacy and Learning Associates, Twin Falls, Idaho

September 1998 to October 1999

Clinic Administrator

Directly managed clinic operations including human resources, risk management, marketing, therapist supervision, and training of staff for two children's mental health clinics in Southern Idaho. Coordinated educational, home, clinic, and community needs for clients and their families.

Key Accomplishments:

- ◆ From September 1998 to October 1999 doubled client load.
- ◆ Opened and expanded new treatment center into Twin Falls, Idaho market significantly increasing revenues and services for the company in the service area.

Ascent, CEDU Family of Services, Sandpoint, Idaho
Counselor, Shift Supervisor

August 1996 to September 1998

Responsible for the day-to-day operations, safety, and supervision of staff and teenagers in a troubled youth wilderness program. Responsible for 10 counselors and 40 students daily. Supervised and planned daily activities, ensured staff and student safety in crisis situations, and management of workshops and counseling. Promoted from Counselor to Shift Supervisor.

VisionQuest, Tucson, Arizona
Operations Manager

January 1996 to August 1996

Responsible for the operations of a 60-youth and 30-staff cross-country wagon train, which traveled over 2,500 miles through Arizona, California, Nevada and Utah. Coordinated treatment staff, education staff, logistical support and daily operations. Promoted from Counselor to Deputy Program Master of Operations after 6 months.

MILITARY SERVICE

United States Army National Guard
United States Army Reserve

1994 – 1998
1991 – 1994

EDUCATION AND CERTIFICATIONS

- ◆ Fellow - American College of Healthcare Executives (FACHE)
- ◆ Surgical/Medical Bioethics – University of Washington School of Medicine
- ◆ Master of Business Administration (MBA), Human Resource Management, University of Phoenix, Boise ID
- ◆ Bachelor of Arts in Criminal Justice, Washington State University, Pullman, WA
- ◆ Bachelor of Arts in Sociology, Washington State University, Pullman, WA
- ◆ Competent Toastmaster Certification (2004), Competent Leader Certification
- ◆ Idaho Falls High School, Idaho Falls, ID - Diploma

AWARDS

- ◆ Nampa Chamber of Commerce Board member of the Year (2022)
- ◆ Trinity Health Strategic Leadership Program Awards: "Taking a Calculated Risk" and "Best Integration of Content" for Enhanced Recovery After Surgery Project (2018)
- ◆ Colleague Engagement Star Unit Award (2015, 2016 and 2017)
- ◆ President's Commendation Nominee, Saint Alphonsus (June 2013)
- ◆ Employee of the month, Family Medicine Residency of Idaho (2004)

SPECIAL PROJECTS AND LEADERSHIP INITIATIVES

- ◆ Trinity Health Strategic Leadership Program Graduate (Oct 2016 - Oct 2018)
- ◆ Culture Change and Engagement Certified Facilitator – Trinity Health (2015 - 2023)
- ◆ Trinity Health Transforming Operations Perioperative Lead, SAHS (2014 – 2018)
- ◆ United Way of Treasure Valley Oral Health Project (2010)
- ◆ Federally Qualified Health Center Certification (2007, 2008, 2009)
- ◆ Club officer (2003 - 2004) – Toastmasters International

COMMUNITY RELATIONS and BOARDS

- ◆ Regent, American College of Healthcare Executives (March 2024 – present)
- ◆ Idaho Hospital Association – Southwest Regional Leadership Council Director (Jan 2024 – present)
- ◆ Boys and Girls Club of Ada County Board of Directors (August 2023 – present)
- ◆ Caldwell Night Rodeo Board of Directors (2022 – present)
- ◆ Idaho Youth Ranch Board of Directors (2022 – present)

- ◆ City of Nampa Chamber of Commerce Board of Directors (2018 to present), Chairman (2020-22)
- ◆ Saint Alphonsus Home Health and Hospice Joint Venture Board of Directors (2020 - 2023)
- ◆ City of Nampa Mayor's Community Leaders Forum Member (2019 to present)
- ◆ Saint Alphonsus Nampa Foundation Board of Directors, President (2018 - 2023)
- ◆ City of Nampa Healthcare Advisory Task Force (2020 - 2021)
- ◆ Intermountain Medical Imaging Joint Venture Board of Directors (2018 to 2020)
- ◆ Emergency Medical Plazas of Idaho Joint Venture Board of Directors (2018 - 2020)
- ◆ Ada Canyon Medical Education Consortium (ACMEC) Board of Directors (2010 – 2014)
- ◆ University of Washington, Advanced Psychiatry Residency Board of Directors (2011 - 2014)
- ◆ Idaho Health Data Exchange, Board of Directors (2008,2009)

INTERESTS

- Family adventures and travel with my wife, sons and extended family
- Lifelong Learning – Leadership literature, Reliance in Healthcare, and Healthcare Policy
- Downhill Skiing, motorcycle touring, bicycling and camping

CONSENT
June 12-13, 2024

SUBJECT

Data Management Council Appointments

REFERENCE

October 2020	The Board approved the second reading of Board Policy I.O., shifting one position from the Department of Education to the Office of the State Board of Education to align with the move of the ISEE data system and adding one at-large member.
February 2021	The Board reappointed Chris Campbell and Todd King to the Data Management Council.
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.
October 2023	The Board appointed William Goodman and Scott Woolstenhulme 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. Section 33-133, Idaho Code, defines the state "data system" to include the State's elementary, secondary, and postsecondary longitudinal data. The SLDS consists of three areas

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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.
- 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.

Six members' terms end on June 30, 2024. William Goodman, Nashea Noble, Ayaka Nukui, and Scott Woolstenhulme have agreed to remain on the Council. Shari Ellertson and Georgia Smith have resigned upon the end of their terms.

The Council reached out and received nominations from Wesley McClintick as a Post-Secondary At-Large representative and Salvador Vazquez as the Idaho Department of Labor representative.

IMPACT

Reappointment of the four current members along with appointment of Wesley McClintick and Salvador Vazquez will result in all seats on the Data Management Council being filled.

ATTACHMENTS

- Attachment 1 – Current DMC Membership October 2023
- Attachment 2 – Goodman DMC Reappointment
- Attachment 3 – Noble DMC Reappointment
- Attachment 4 – Nukui DMC Reappointment
- Attachment 5 – Woolstenhulme DMC Reappointment
- Attachment 6 – McClintick DMC Nomination

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Attachment 7 – Vazquez DMC Nomination

STAFF COMMENTS AND RECOMMENDATIONS

The Data Management Council considered the applications during a meeting in April. The Council voted to recommend William Goodman, Nashea Noble, Ayaka Nukui, and Scott Woolstenhulme for reappointment along with appointment of Wesley McClintick and Salvador Vazquez.

Staff recommends approval.

BOARD ACTION

I move to approve the appointment of William Goodman to the Data Management Council as a K-12 urban district representative commencing July 1, 2024, and ending June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the appointment of Nashea Noble to the Data Management Council as a community college representative commencing July 1, 2024, and ending June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the appointment of Ayaka Nukui to the Data Management Council as a State Department of Education representative commencing July 1, 2024, and ending June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the appointment of Scott Woolstenhulme to the Data Management Council as a K-12 at-large representative commencing July 1, 2024, and ending June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the appointment of Wesley McClintick to the Data Management Council as a public postsecondary institution representative commencing July 1, 2024, and ending June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the appointment of Salvador Vazquez to the Data Management Council as a Department of Labor representative commencing July 1, 2024, and ending June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Data Management Council Membership

October 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

Scott Woolstenhulme

Superintendent of Schools

Bonneville Joint School District 93

Member since 2023

Term: October 18, 2023 – June 30, 2024

Rural District

Scott Thomson

Executive Director

North Idaho STEM Charter Academy

Member since 2019

Term: July 1, 2023 – June 30, 2025

Urban District

William Goodman

Chief Technology Officer

Boise School District

Member during 2015 and since 2023

Term: October 18, 2023 – June 30, 2024

Division of Career Technical Education

Heather Luchte (DMC Secretary)

Chief Performance and Accountability Officer

Idaho 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

From: [Will Goodman](#)
To: [Doug Armstrong](#)
Subject: DMC Reappointment
Date: Monday, March 11, 2024 2:23:49 PM

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Doug,

I would like to be considered for Reappointment. I was just appointed partway through this school year. I would like more time to work with the committee. Thank you.

Will Goodman
Chief Technology Officer
Boise School District
8169 West Victory Road
Boise, Idaho 83709
(208) 854-4096



From: [Nashea Noble](#)
To: [Doug Armstrong](#)
Subject: Reappointment DMC
Date: Wednesday, March 6, 2024 2:17:14 PM
Attachments: [image001.png](#)

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Doug,

Hello! I am writing to express my interest in serving another term on the Data Management Council.

As my current term approaches its conclusion, I am excited about the opportunity to remain on the DMC and am prepared to continue dedicating my time and efforts to the meaningful work we take on together.

Thank you for considering my request. I look forward to the possibility of continuing our collaboration.

Nashea Noble

Nashea Noble

Institutional Data Analyst
Institutional Effectiveness
208-769-7812
nanoble@nic.edu
www.nic.edu



1000 W. Garden Ave. | Coeur d'Alene, ID | 83814

From: [Ayaka Nukui](#)
To: [Doug Armstrong](#)
Subject: DMC Reappointment Request
Date: Monday, March 25, 2024 4:28:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

To whom it may concern:

I would like to continue to serve as a member of the Data Management Council to increase collaborations and to maintain a full understanding of existing standards/requirements/priorities, while representing the Superintendent's and our program offices perspectives. I have both technical and programmatic knowledge of the ISEE and have been working very closely with the State Board of Education staff, SDE program offices, and local education agency/school staff.

Please let me know if you have any questions.

Sincerely,

Ayaka



Ayaka Nukui
Director of Assessment and Accountability

Idaho Department of Education
Superintendent Debbie Critchfield

(208) 332-6926
sde.idaho.gov



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From: [Scott Woolstenhulme](#)
To: [Doug Armstrong](#)
Subject: Re: [External Email] Reminder: DMC - Reappointment 2024-26
Date: Tuesday, March 12, 2024 11:27:51 PM
Attachments: [image001.png](#)

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Mr. Doug Armstrong,

Yes, I am still interested in continuing on the Data Management Council. I was just appointed in November and have only had a very limited opportunity to participate so far. I would look forward to the opportunity to continue to serve on this Council.

Dr. Scott Woolstenhulme
Superintendent
Bonneville Joint School District 93



05/09/24

Dear Data Management Council,

I am writing to express my interest in the open seat on the Data Management Council. I have extensive experience as a data analyst and Director at the University of Idaho. I have an educational background in statistics and economics.

Over the years, I've had the opportunity to interact with the Board through the IR Director's meetings and now the monthly meetings. Much like data analysis, they serve to tie the inherent intent of Board requests to the data itself. Meeting with IR and Board representatives across the state with shared goals and common tasks has been a wonderful professional experience. The resulting data analysis has been more enriching and directed knowing the underlying thought processes.

The DMC can further enrich my understanding of Board concerns and help me better serve my institution. I believe I have the experience and desire necessary to be an asset to this group. Further, being more closely involved in the DMC will increase my knowledge of how the SLDS data from the UI is used as well as how research requests could tie to institutional data needs.

I look forward to learning more about the SBOE and the DMC, especially the research results tied to such requests. Thank-you for your consideration.

Regards,

Wesley McClintick

From: [Salvador Vazquez](#)
To: [Doug Armstrong](#)
Cc: [Georgia Smith](#)
Subject: DMC nomination
Date: Thursday, April 11, 2024 7:36:04 AM

Doug,

I am excited about the opportunity to be nominated for a seat on the Data Management Council this year. To support my nomination, I present a summary of my qualifications and expertise in research and data management below.

I offer a rich background in data analysis and research to the Data Management Council. With a foundation in engineering and statistics, I boast over 20 years of successful leadership in research projects for the Idaho Department of Labor. In my current capacity as Labor Market Information Director, I oversee and promote the department's labor market information initiatives. Previously, I held the role of Research Supervisor, where I led actuarial services, unemployment insurance forecasting, and outcome-focused workforce projects.

Possessing a solid grasp of data analysis tools and methodologies, I excel in SQL coding, statistical software, and data visualization tools. I remain dedicated to staying updated with emerging technologies in data science and artificial intelligence.

My comprehensive experience in data analysis, research, and project management, coupled with my technical expertise and commitment to continuous learning, positions me as a valuable asset to the Data Management Council, representing the interests of the Idaho Department of Labor.

Regards,

Salvador Vazquez | Labor Market Information Director
Research and Analysis Bureau
Idaho Department of Labor
317 West Main Street | Boise, ID 83735

Phone: 208-332-3570 ext 3218

Fax: 208-334-6455
Salvador.Vazquez@labor.idaho.gov

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CONSENT
JUNE 12-13, 2024

SUBJECT

Accountability Oversight Committee Appointments

REFERENCE

April 2010	The Board approved second reading of Board Policy III.AA, creating the Accountability Oversight Committee
April 2016	The Board approved second reading of amendment to Board Policy I.Q. adjusting the Accountability Oversight Committee by adding a fifth at-large member with a background in special education.
October 2018	The Board approved second reading of proposed amendments to Board Policy I.Q. adding two (2) members to the committee and designating representation.
August 2020	The Board approved the reappointment of Julian Duffey, Anne Ritter, Rob Sauer, and Roger Stewart.
June 2022	The Board approved reappointment of Julian Duffey, Anne Ritter, and Roger Stewart, and initial appointment of Wendy Johnson.
August 2023	The Board approved reappointment of Iris Chimburas and Jodie Mills.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.Q.
Accountability Oversight Committee

BACKGROUND/DISCUSSION

The Board's Accountability Oversight Committee (committee) was established in April 2010 as an ad-hoc committee of the Idaho State Board of Education. The committee is charged with providing "recommendations to the Board on the effectiveness of the statewide student achievement system and make recommendations on improvements and/or changes as needed." Board Policy I.Q., Accountability Oversight Committee, outlines the membership and responsibilities of the committee. The committee consists of:

- Two Board members
- The Superintendent of Public Instruction (or designee)
- One member with special education experience
- One member with experience serving in a school district with a focus on assessment and accountability
- One member with experience as a district superintendent
- One member with experience as a school principal or charter school administrator

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- One person with experience working with student achievement assessments and data
- Two members at-large.

Julian Duffey and Roger Stewart were initially appointed in May 2016 and Anne Ritter was appointed in October 2018. All three were reappointed in June 2022, and Wendy Johnson was appointed for her first term at the same meeting. As shown in the current membership list (Attachment 1), the current terms for these members end on June 30, 2024. The members' statements of interest for reappointment of Julian Duffey, Anne Ritter, and Roger Stewart are provided as Attachment 2. Wendy Johnson has decided not to seek reappointment to the committee, as she will be changing school districts and her role for the upcoming school year. The Accountability Oversight Committee has recommended Julian Duffey, Anne Ritter, and Roger Stewart for reappointment. The committee will bring a recommendation to fill the superintendent position currently held by Wendy Johnson in August 2024.

Julian Duffey is designated as the member with special education experience. He is the Director of Special Education of Jefferson County School District and was previously the Special Education Director for Bonneville Joint School District for eight years. Julian is also the Co-Founder and Director of Balance Point Consulting which provides consulting, training and professional services related to special education. Julian has a Master of Education in Educational Administration and has taught courses in the Department of Special Education and Department of Educational Leadership and Instructional Design at Idaho State University as an adjunct professor. Julian is Past President of the Idaho Council for Exceptional Children. He previously spent four years as a Vice Principal and three years as a special education teacher in Eastern Idaho school districts. Julian was a member of the United States Navy for seven years.

Anne Ritter is designated as an at-large member of the committee. Anne brings her background in law, juvenile justice, counseling, and school board experience to the committee. She is a graduate of the University of Redlands (1973 BA in History), the University of Southern California (1974 MEd in counseling) and Western State University College of Law (1982 JD). She has worked as a juvenile diversion counselor for the LA County Superintendent of Schools, a teacher at Tracy Education Center for the ABC Unified School District, a teacher for second-time drunk drivers in a court diversion program, a private attorney, numerous Bar Review courses, and as an adjunct professor of law for both Ventura and Santa Barbara Colleges of Law. Anne was a member of the West Ada School Board of Trustees for 13 years, the president of the Idaho Schools Board Association in 2013, and a member of the National School Boards Board of Directors from 2013-2015. She currently serves on the Meridian Medical Arts Charter High School Board of Directors.

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Roger Stewart is the current Chair of the Accountability Oversight Committee and is designated as the member with experience working with student achievement assessments and data. Roger has a Ph.D. in Curriculum and Instruction and is a retired professor of the Literacy, Language, and Culture at Boise State University, where he was a faculty member from 1995 to 2020. His research and publications include a variety of education-related topics, including large-scale assessments and their influence on instruction and school change. Roger previously taught at University of Wyoming and Purdue University. Roger was a classroom teacher in Indiana for six years.

IMPACT

Approval of reappointment of Julian Duffey, Anne Ritter, and Roger Stewart will maintain a full committee through June 30, 2024. To ensure the committee has a minimal gap in full membership, the committee will bring a recommendation to the Board in August 2024 to fill the position that Wendy Johnson will be vacating on June 30.

ATTACHMENTS

Attachment 1 – Current AOC Membership List

Attachment 2 – Current Members’ Statements of Interest in Reappointment

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Board Policy I.Q., terms run from July 1 through June 30 of the applicable year. In making appointments to the Accountability Oversight Committee, consideration should be given to the appointees’ background, representative district / school size, and regional distribution.

Staff recommends approval of the reappointment of Julian Duffey, Anne Ritter, and Roger Stewart.

BOARD ACTION

I move to approve the reappointment of Julian Duffey to the Accountability Oversight Committee for a term of 2 years commencing July 1, 2024 and ending on June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the reappointment of Anne Ritter to the Accountability Oversight Committee for a term of 2 years commencing July 1, 2024 and ending on June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
JUNE 12-13, 2024

I move to approve the reappointment of Roger Stewart to the Accountability Oversight Committee for a term of 2 years commencing July 1, 2024 and ending on June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ACCOUNTABILITY OVERSIGHT COMMITTEE
DECEMBER 2023

State Board of Education Member
Ex-Officio

Linda Clark
Secretary
State Board of Education

Superintendent of Public Instruction or Designee
Ex-Officio

Ryan Cantrell
Deputy Superintendent
State Department of Education

School District Assessment and Accountability
Representative
Term: July 1, 2023 - June 30, 2025

Jodie Mills
Chief Academic Officer
Boise School District #1

School Level Administrator Representative
Term: December 13, 2023 - June 30, 2025

Geoff Penrose
Principal, Sandpoint Middle School
Lake Pend Oreille School District #84

Member At Large
Term: July 1, 2023 - June 30, 2025

Iris Chimburas
Director of Indian Education
Lapwai School District #341

Board Staff Support

Alison Henken
K-12 Accountability and Projects Program Manager
Office of the State Board of Education
alison.henken@osbe.idaho.gov
208-332-1579

State Board of Education Member
Ex-Officio

Cindy Siddoway
Member
State Board of Education

Committee Chair, Student Achievement Assessment
and Data Representative
Term: July 1, 2022 - June 30, 2024

Roger Stewart
Retired Professor, College of Education
Boise State University

School District Superintendent Representative
Term: July 1, 2022 - June 30, 2024

Wendy Johnson
Superintendent
Kuna School District #3

Special Education Representative
Term: July 1, 2022 - June 30, 2024

Julian Duffey
Director of Special Education
Jefferson County School District #251

Member At Large
Term: July 1, 2022 - June 30, 2024

Anne Ritter
Board Member
Meridian Medical Arts Charter School

March 24, 2024

To: Idaho State Board of Education
From: Julian Duffey

Hello, this is a letter to express my interest in continuing to serve on the Accountability Oversight Committee (AOC). I would appreciate the board considering my reappointment for another term to represent students with disabilities on the committee.

I am seeking reappointment to ensure that students that sometimes have trouble advocating for themselves continue to have a voice in the process. Since my last appointment I have continued to train school districts, parent groups, and work with regional disability organizations to increase the quality and breadth of their training efforts. I am also the special education director for Jefferson School District 251 and consider it the highest honor being granted the opportunity to bring this specialized perspective to the AOC.

Thank you for your consideration,

Julian Duffey
Student Services Director SD251
Co-Founder, Balance Point LLC

To: Idaho State Board of Education

From: Anne Ritter

Date: March 14, 2024

RE: Reappointment to the Accountability Oversight Committee

I would like to continue my appointment to the Accountability Oversight Committee. Please consider my application for an additional 2 year term.

I have enjoyed the data analysis, the identification of gaps in achievement levels among identifiable groups of students, the impacts of various interventions on Idaho's student academic growth and the continued emphasis on improving Idaho's educational system. The continued and sustained focus on student achievement and the policy implications from the school board level have particular interest for me.

Sincerely,

Anne Ritter

March 14, 2024

Dear Members of the Idaho State Board of Education:

I would like to continue to work on the Accountability Oversight Committee and thus request the Board to consider my re-appointment for another term. I have chaired the committee for the past several years, and whether I remain chair or not, I would like to continue on the committee since we still have work to complete in our ongoing efforts to refine the processes behind the development of the committee's Annual Student Achievement Report. Our goal concerning the report is to continue working on our internal AOC processes and our partnership with State Department of Education staff as we continue to work together to refine our annual report development system. Our goal is to develop a flexible system that is employed each year to guide report development while adapting as conditions and personnel change. To me, this work has been capacity building within the organizations to accomplish the complex task of developing the annual report in an efficient, effective, and responsive manner. The AOC, Board staff, and SDE staff have worked diligently over the past several years to accomplish this goal and have made much progress. Additionally, I have enjoyed my work on the committee and look forward to remaining involved since the committee has important, ongoing work to complete in addition to the annual achievement report. I would appreciate the opportunity to remain a part of that work.

Respectfully,

Roger Stewart

CONSENT
JUNE 12-13, 2024

IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho State Rehabilitation Council Appointments

REFERENCE

April 2018	The Board appointed two current members to the Council and one new member.
June 2018	The Board appointed two members to the Council.
August 2018	The Board appointed one new member and re-appointed a former member to the Council.
June 2019	The Board appointed three new members to the Council.
August 2019	The Board appointed one new member to the Council.
October 2019	The Board appointed one new member to the Council.
April 2020	The Board appointed one new member and re-appointed two members to the Council.
June 2020	The Board appointed four new members and re-appointed one member to the Council.
October 2020	The Board appointed two new members to the Council.
June 2021	The Board appointed one new member and re-appointed four members to the Council.
August 2021	The Board appointed two new members to the Council.
October 2021	The Board appointed one new member to the Council.
December 2022	The Board appointed three new members to the Council.
October 2023	The Board appointed one current member to the Council.
December 2023	The Board appointed five 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.”

CONSENT
JUNE 12-13, 2024

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

- 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 (2) 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.

CONSENT
JUNE 12-13, 2024

The Council currently has two (2) nominations for Board consideration as follows:

The Council is recommending appointment of Danielle Larsen as representative of Community Rehabilitation Program (CRP) service providers.

The Council is recommending appointment of Janice Carson as representative of a disability group.

IMPACT

The reappointments will maintain compliance with CFR 34 Part 361.16 and result in sixteen (16) total members.

ATTACHMENTS

- Attachment 1 – Current Council Membership
- Attachment 2 – Danielle Larsen Application and Resume
- Attachment 3 – Janice Carson Application and 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 appoint Danielle Larsen as representative of Community Rehabilitation Program (CRP) service providers. for a three-year term, effective immediately through June 13, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Janice Carson as a representative of a disability group for a three-year term, effective immediately through June 13, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT
JUNE 12-13, 2024**

ATTACHMENT 1

Members Shall Represent	Representation Required	Name	Region	Term	Term Dates	Voting Member	#
Former Applicant or Recipient of VR services	Minimum 1	Mark Reinhardt	Treasure Valley	1st	12/21/2022-12/20/2025	Yes	1
		Stephanie Taylor-Thompson	Eastern Idaho	1st	8/26/2021-8/25/2024	Yes	2
Parent Training & Information Center	Minimum 1	Sarah Gornik	Treasure Valley	2nd	7/01/2021-6/30/2024	Yes	3
Client Assistant Program	Minimum 1	Nancy Grant	Treasure Valley	1st	Effective 12/21/2022 No term limit	Yes	4
General VR Counselor	Minimum 1	Vacant	Treasure Valley	1st			
Pre-ETS VR Counselor		Kent Ireton	South Central	1st	12/13/2023 12/12/2026	No	5
Community Rehabilitation Program	Minimum 1	Pam Harris	North Idaho	2nd	7/01/2021-6/30/2024	Yes	6
Business, Industry and Labor	Minimum 4	Diana Colgrove	North Idaho	1st	12/21/2022-12/20/2025	Yes	7
		Jeff DeForest	Treasure Valley	1st	12/13/2023 12/12/2026	Yes	8
		Darin Lindig	Treasure Valley	2nd	6/01/2021-5/31/2024	Yes	9
		Lucas Rose	North Idaho	1st	12/13/2023 12/12/2026	Yes	10
		Angie Tuft	Treasure Valley	1st	12/13/2023 12/12/2026	Yes	11
Disability Groups	No minimum or maximum	Vacant					
		Tim Blonsky	Treasure Valley	1st	8/26/2021-8/25/2024	Yes	12
		Dave Maxwell	Treasure Valley	2nd	6/01/2022-5/31/2025	Yes	13
		Vacant			Vacated 08/31/2023		
State Independent Living Council	Minimum 1	Jami Davis	Treasure Valley	1st	10/21/2021-10/20/2024	Yes	14
Department of Education	Minimum 1	Randi Cole	Treasure Valley	2nd	10/18/2023-10/17/2026	No	15
Director of Vocational Rehabilitation	Minimum 1	Jane Donnellan	Treasure Valley	No end date		No	16

**CONSENT
JUNE 12-13, 2024**

ATTACHMENT 1

Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	Blackfoot	No end date		Yes	17
Workforce Development Council	Minimum 1	James Pegram	Treasure Valley	1st	7/01/2021-6/30/2024	Yes	18



STATE REHABILITATION COUNCIL APPLICATION FORM

Name:

Mailing Address:

Home/Cell Phone: Work Phone:

E-Mail:

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

My goal for applying for this position, one to gain more knowledge of the VR side of the Employment Service which would create better learning/training opportunities for my staff and self. Two I would like to create a great working relationship/collabration between VR and CRP's, which in turn, would produce great products for people with disabilities.

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

Name: <input type="text" value="IACP"/>	Term Date: <input type="text" value="current"/>
Name: <input type="text" value="VSI"/>	Term Date: <input type="text" value="2019"/>
Name: <input type="text"/>	Term Date: <input type="text"/>
Name: <input type="text"/>	Term Date: <input type="text"/>

It is the expectation for members is to be able to commit to 1 day per quarter and 1 hour per month to dedicate to State Rehab Council activities. Do you have commitments or conflicts that might prevent you from attending quarterly Council meetings?

No Yes If "Yes" please explain:

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

Please attach a resume so that the Council may learn about employment history, educational background, group affiliations, community involvement and interests.

RETURN TO:

IDAHO STATE REHABILITATION COUNCIL

ATTN: Council Secretary

650 West State Street, Room 150

P.O. Box 83720

Boise, Idaho 83720-0096

Danielle Larsen

SUMMARY OF QUALIFICATIONS

- Highly organized and detail-oriented.
- Successful at streamlining businesses and financial operations to boost productivity and profitability.
- Excellent background in managing budgets, processing invoices and reconciling accounts.
- Skilled at balancing multiple schedules, planning projects, inspiring teams and providing unsurpassed customer support.
- Energetic and self-motivated individual with exceptional communication skills and a tireless work ethic.

PROFESSIONAL EXPERIENCE

RISE - Boise, Idaho
Employment Director

2014 to present

I am responsible for managing the success of the Employment Program Services. As the Director I am tasked with developing programs to support the organization's strategic direction, as well as creating and managing long term goals. I am in charge of developing budgets and operating plans for programs. As the Employment Director will supervise Employment Specialists and Job Mentors. Additionally, the Director is tasked with building relationships.

GENERAL PROGRAM OVERSIGHT:

- Maintain department policies and procedures, and develop additional policies as needed
- Oversee quality assurance of program
- Demonstrate knowledge of regulatory guidelines including but not limited to state, federal and contractual, and implement effectively
- Ensure the program is in support of the company mission and company strategic plan
- Maintain current service model in compliance with state regulations
- Implement new service models in compliance with state, federal and contractual regulations
- Ensure all inquiries, referrals, and complaints are addressed in a timely manner
- Implement and be department contact for EMR
- Participate in additional meetings/committees, as assigned

PERSONNEL MANAGEMENT:

- Provide general performance management of staff
- Develop, facilitate and participate in department team meetings
- Monitor department's recruitment goals and notify recruitment team of hiring needs in a timely fashion
- Ensure expedient response to hiring needs by communicating needs with recruiter, responding to candidates within 24 hours, coordinating interviewing schedule and making timely offer to candidates
- Responsible for supporting and collaborating in the development of company-wide employee retention activities
- Actively identifies and mentors staff for future development and cross-trains upcoming leaders for leadership positions

BUDGETING/FINANCE:

- With direction & collaboration from the Executive Team, Develop annual department budget
- Manage expenses to client volume and develop ways to meet revenue goals
- Monitor department financials to ensure goals are being met, or expedient corrective action is being taken
- Determine areas of program growth and coordinate with appropriate administrative support

(i.e. marketing, executive team, recruiting)

- Review documentation, invoices, claims reporting, for quality assurance and accuracy
- Review & understand financial statements

BUSINESS STRATEGY:

- Initiate and set goals for programs according to the strategic objectives of the organization
- Devise evaluation strategies to monitor performance and determine the need for improvements
- Provide strategic vision of the department and strong leadership

PROFESSIONALISM

- Ensure adherence to RISE’s mission statement, “creating opportunities for and with people” and promote the values of the organization
- Functions as a team player working for the improvement of the department and the company
- Establish and maintain professional boundaries with clients and employees
- Foster a safe environment for learning and growth
- Maintain communication with supervisor, colleagues and employees as needed

BOISE SCHOOL DISTRICT - Boise, Idaho

2008-2014

Supervisor

- Plan and coordinate activities to create an organized, efficient environment that provides healthy meals for 600+ students in a deadline-driven, two-hour period.
- Provide supervision to staff and students.
- Ensure compliance with policies and procedures.
- Build relationships and sustain open lines of communication with colleagues, students and parents.
- Improve safety and efficiency by providing consistent leadership in an ever-changing unpredictable setting
- Promote the goals and priorities of the school district and cafeteria vendor by implementing policies, mitigating potential conflicts and maintaining a positive, professional setting for students and staff.

LARSEN COMPANY TRIM – Boise, Idaho

2000-2014

Administrative Assistant

- Perform financial and administrative functions to contribute to company stability and success.
- Respond to customer inquiries.
- Track project budgets and expenses.
- Create time sheets for 18 employees.
- Monitor Accounts Payable and Accounts Receivable.
- Collect outstanding payments.
- Schedule meetings and make travel arrangements.
- Conduct job interviews.

CORE COMPETENCIES

- | | | | |
|--|--|---------------|----------------------------|
| ● Office Management and Administration | ● Travel, Meeting & Event Coordination | ● Bookkeeping | ● Quality Assurance |
| ● Client and Vendor Relations | ● Visitor Reception | ● Training | ● Payroll Processing |
| | ● Budgeting | ● Billing | ● Creative Problem Solving |
| | | ● Marketing | |

EDUCATION

ITT TECHNICAL INSTITUTE – Boise, ID
Associate of Science Degree, Paralegal Studies



CONSENT
JUNE 12-13, 2024
STATE REHABILITATION COUNCIL
APPLICATION FORM

ATTACHMENT 3

Name:

Mailing Address:

Home/Cell Phone:

Work Phone:

E-Mail:

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

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

Name:

Term Date:

Name:

Term Date:

Name:

Term Date:

Name:

Term Date:

It is the expectation for members is to be able to commit to 1 day per quarter and 1 hour per month to dedicate to State Rehab Council activities. Do you have commitments or conflicts that might prevent you from attending quarterly Council meetings?

No Yes If "Yes" please explain:

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

Please attach a resume so that the Council may learn about employment history, educational background, group affiliations, community involvement and interests.

RETURN TO:

IDAHO STATE REHABILITATION COUNCIL

ATTN: Council Secretary

650 West State Street, Room 150

P.O. Box 83720

Boise, Idaho 83720-0096

CARSON, Janice D.

CURRICULUM VITAE
University of Idaho

NAME: Janice Carson

DATE: October 4, 2023

RANK OR TITLE: Clinical Assistant Professor, Director Idaho Assistive Technology

DEPARTMENT: Curriculum and Instruction

OFFICE LOCATION AND CAMPUS ZIP:

OFFICE PHONE:

FAX:

EMAIL:

DATE OF FIRST EMPLOYMENT AT UI: June 2011

DATE OF PRESENT RANK OR TITLE: January 2023

EDUCATION BEYOND HIGH SCHOOL:

Degrees:

Doctor of Education, Idaho State University, Pocatello, ID, May 2015, Education Leadership,
Dissertation topic: A Structured Approach in the Development of an Online Assistive Technology Professional
Development Training

Master of Education, Idaho State University, Pocatello, ID, May 2004, Instructional Technology

Bachelor of Science, Idaho State University, Pocatello, ID, December 1995, Elementary
Education/Human Exceptionality

Certificates and Licenses:

Idaho Education Credential: Standard Exceptional Child (Generalist K/12)

EXPERIENCE:

Teaching Appointments:

Clinical Assistant Professor, Department of Curriculum and Instruction, University of Idaho, Moscow, ID,
January 2023- Present

Affiliate Faculty, Department of Curriculum and Instruction, University of Idaho, Moscow, ID, October 2011-
December, 2022

Adjunct Faculty, Department of Instructional Design, Idaho State University, Pocatello, ID, August 2005–May
2007

Special Education Teacher, O’Leary Junior High, Twin Falls, ID, August 2004–May 2007

Elementary Teacher, Lighthouse Christian School, Twin Falls, ID, August 1998–May 2004

Elementary Teacher, Kimberly Elementary, Twin Falls, ID, August 1996–May 1998

Academic Administrative Appointments:

Director, Idaho Assistive Technology Project, Moscow, ID June 2011–Present

Co-Director Training and Technical Assistance, Center on Disabilities and Human Development, Moscow, ID,
2015–Present

Director, Idaho Special Education Statewide Technical Assistance, Moscow, ID, July 2017–Present

Quality Assurance Coordinator/Secondary Transition Coordinator, Special Education, Idaho State Department of
Education, Boise, ID, August 2008–May 2011

Regional Special Education Coordinator, Boise State University, Boise, ID, June 2007–July 2008

TEACHING ACCOMPLISHMENTS:

Areas of Specialization: Special Education, Instructional Design, Assistive Technology, Educational Leadership

Courses Taught:

University of Idaho

EDSP 597 Practicum (synchronous & asynchronous online; 2018, 2022)
EDSP 504 Orientation to ASD (synchronous & asynchronous online; 2015)
EDSP 430/530 Assistive Technology and UDL K12 (synchronous & asynchronous online; 2014-present)
EDSP 504 Assistive Technology and UDL K12 (synchronous & asynchronous online; 2013)
EDSP 550 Alternative and Augmentative Communication Strategies for Persons with Moderate or Severe Disabilities (asynchronous online; 2011)

Idaho State University

EDUC 311 Instructional Technology Practicum (2005, 2006, 2007)

Students Advised:

Graduate Students:

Advisor:

Oslem Oner

Advised to completion of degree- committee member:

Howard Fulk (Ph.D.)
Carrie Hall (Ph.D.)
Nicole Erickson (Ph.D.)
Melica Haarr (M.Ed.)
Amanda Remackle (M.Ed.)
Mackenzie Baxter (M.Ed.)
Lauren Jansen (M.Ed.)
Madisen Yockey (M.Ed.)

Doctoral committee service:

Whitney Sherman (Special Education)
Kalley Malone (Special Education)
Adrienne Seamans (Special Education)

Courses Developed:

University of Idaho

EDSP 530: Assistive Technology and UDL K12

SCHOLARSHIP ACCOMPLISHMENTS:

Refereed/Adjudicated (blind review):

Scheef, A.R., Hollingshead, A., Malone*, K., Sherman*, W. M., Seamans*, A., Sabala*, T., & Carson, J. (2022). Increasing the independence of students with disabilities in the classroom through indirect paraprofessional support. *TEACHING Exceptional Children*.

Peer Reviewed/Evaluated (not blind review):

Hollingshead, A., Zabala, J., & Carson, J. (2021). The SETT framework and evaluating assistive technology remotely. Special Education TODAY blog, Council for Exceptional Children. <https://exceptionalchildren.org/blog/sett-framework-and-evaluating-assistive-technology-remotely>.

Technical/Professional Reports (7 of 33):

Carson, J. (2023, December). *Idaho Assistive Technology Annual Report.*, submitted to the U.S. Administration for Community Living.

Fodor, J. & Murphy, C.L., Carson, J., Crist, M., & Mitchell, G. (2022, July). *Center on Disabilities and Human Development Annual Report*, submitted to the U.S. Administration on Developmental

Disabilities.

- Fodor, J., Murphy, C.L., **Carson, J.**, & Crist, M. (2022, June). *University of Idaho's Center on for Excellence in Developmental Disabilities Education, Research, and Service: Core Grant Application July 2022-June 2027.*, submitted to the Administration for Community Living Administration on Disabilities.
- Pitt, T., Markve, M., Hatchett, N., Lowenthal, A., Monaghan, M., & **Carson, J.** (2022, March). Idaho Vocational Rehabilitation (IDVR) Services Portion of the Combined State Plan: 2 Year Modification., submitted to U.S. Department of Education.
- Carson, J.** (2022, February). *State Grant for Assistive Technology Program: Idaho State Plan for FY 2022-2025.*, submitted to the U.S. Administration for Community Living.
- Taylor, J., **Carson, J.**, Dunston, S., & Hyatt, J. (2009, February). *State Performance Plan/Annual Performance Report: Part B for STATE FORMULA GRANT PROGRAMS under the Individuals with Disabilities Education Act for reporting on FFY 2007.* Boise, ID.
- Carson, J.** (2008, October). *Individuals with Disability Education Act: Local Education Agency 5-Year Compliance Monitoring System.* Idaho State Department of Education.

Presentations and Other Creative Activities:

International and National Presentations (masked/blind peer-reviewed) (3 of 5):

- Carson, J.**, Butler, C., Kuhlmeier, A., & Dyer, D. (2020, January). *Cracking the AAC code: How to turn SLPs into codebreakers.* Presentation at the Assistive Technology Industry Association (ATIA) Annual Conference. Orlando, FL.
- Carson, J.**, Scheef, A., & Lowenthal, A. (2018, November). *Inclusive Idaho: Statewide inter-agency initiatives to promote competitive integrated employment for all.* Presentation at the Association of University Centers on Disabilities (AUCD) Annual Conference. Washington, D.C.
- Scheef, A., & **Carson, J.**, (2018, November). *Using peer support arrangements to promote positive post-school outcomes for students with developmental disabilities.* Presentation at the Association of University Centers on Disabilities (AUCD) Annual Conference. Washington, D.C.

Invited Presentations:

- Carson, J.** & Kramer, K. (2021, November). *Communication access for older persons.* Presentation for Idaho Commission on Aging Commissioners Quarterly Meeting. Boise. ID.
- Hager, R., & **Carson, J.**, (2014, September). *A historical background of scholastic assessments and the use of assistive technology in the United States.* Presentation at the Rehabilitation Engineering and Assistive Technology of North America (RESNA) Quarterly Outreach. Virtual.

State and Regional Presentations

- Scheef, A., Doty, M., & **Carson, J.** (2018, October). *Think College Idaho.* Presentation at the Idaho Council for Exceptional Children Annual Conference. Boise, ID.
- Carson, J.** (2015, October) *Assistive technology solutions for students with high incidence disabilities.* Presentation at the Idaho Council for Exceptional Children Annual Conference. Boise, ID.
- Carson, J.** (2015, October) *Assistive technology solutions for students with low incidence disabilities.* Presentation at the Idaho Council for Exceptional Children Annual Conference. Boise, ID.
- Carson, J.** (2015, September) *Technology to support struggling readers.* Presentation at the Cassia County School District Inservice. Burley, ID.
- Carson, J.** (2014, October). *Leveling the playing field for struggling readers with accessible instructional materials.* Presentation at the Idaho Council for Exceptional Children Annual Conference. Boise, ID.
- Carson, J.** & Dyer, D. (2014, October). *Access for all: Using AT for ELA to help meet the CCSS requirements.* Presentation at the Idaho Council for Exceptional Children Annual Conference. Boise, ID.

Carson, J. & Dyer, D. (2013, October). *Assistive technology in the common core state standards for English language arts- reading*. Presentation at the Idaho Council for Exceptional Children Annual Conference. Sun Valley, ID.

Carson, J. & Dyer, D. (2013, October). *Assistive technology in the common core state standards for English language arts- writing and mathematics*. Presentation at the Idaho Council for Exceptional Children Annual Conference. Sun Valley, ID.

Panels/Invited Talk

Panelist. Office of Special Education Programs Accessible Instructional Materials. (April 2014). Washington, DC.

Grants

Awarded (\$28,838,912) (6 of 77):

Cole, R., Hyatt, J., & **Carson, J.** (Awarded \$9,798,373, 2023-2028). Idaho Pathways to Partnerships Innovative Model Demonstration Project. *US Department of Education-Rehabilitation Services Administration*. **Carson, J.**, Murphy, C., & Scheef, A. (Awardee \$5,152,782, 2023-2028). Idaho Competitive Integrated Employment Center (ICIE). *Idaho State Department of Education*.

Scheef, A., **Carson J.**, Hollingshead, A., & Raney, T. (Awarded \$1,049,532, 2023-2028). Idaho's Model Paraeducators Advance to Certified Teacher (IMPACT). Preparation of Early Intervention and Special Education Personnel Serving Children with Disabilities Who have High-Intensity Needs (84.325K), Office of Special Education Programs (OSEP), U.S. Department of Education.

Carson, J. & Scheef, A. (Awarded \$176,957, 2023-2028). Vandal Summer Academy. *Idaho Vocational Rehabilitation*.

Carson, J., Murphy, C. & Fodor, J. (Awarded \$1,580,731, July 2023). Special Education State Technical Assistance. Special education training and technical assistance to Idaho local education agencies. *Idaho State Department of Education*.

Carson, J., & Scheef, A. (Awarded \$33,540, June 2023). Vandal Summer Academy: College exploration opportunity for Idaho high school students with disabilities. *Idaho Division of Vocational Rehabilitation*.

Carson, J. (Awarded \$89,144, July 2023). Idaho National Deaf-Blind Equipment Distribution Program. Provide distance communication for individuals who are deaf/blind. *Federal Communications Commission*.

Carson, J. (Awarded \$481,765, October 2022). Idaho Assistive Technology Project. *Administration for Community Living*.

SERVICE:

Committee Assignments:

College Level

College of Education, Health and Human Sciences

Member, Graduate Research and Policy Committee, 2023-present

Member, Instructional Materials Technology Center (IMTC) Advisory Committee, 2012-2014

Department Level

Center on Disabilities and Human Development

Member, Center on Disabilities and Human Development Leadership Team, 2015-present

Professional, Advisory, and Scholarly Organizations:

Idaho Council on Developmental Disabilities, 2021- Present

Idaho Farm and Ranch Center, 2020-Present

Idaho State Rehabilitation Council, 2017- 2023

National Association of Assistive Technology Act Programs, 2011-Present

State Independent Living Council, 2008-2016

CARSON, Janice D.

Idaho Interagency Council on Secondary Transition, 2007-2011
Council for Exceptional Children, 1993-2011

Offices/Membership Held in Professional Organizations/Service:

Idaho Developmental Disability Council, 2021-Present
Past Board Chair, National Association of Assistive Technology Act Programs, 2020-2022
Chair, Idaho State Rehabilitation Council, 2020-Present
Vice Chair, Idaho State Rehabilitation Council, 2019-2020
Board Chair, National Association of Assistive Technology Act Programs, 2018-2020
Project Co-Lead, Think College Idaho, 2017-present
Board Vice Chair, National Association of Assistive Technology Act Programs, 2017- 2018
Chair, State Independent Living Council, 2016-2017
Board Member, National Association of Assistive Technology Act Programs, 2014- 2017

Extramural Service:

Remote Proctoring for Summative Assessments Policy Stakeholder Group Task/Force, Smarter Balance Assessment Consortium, 2020-2021
Assistive Technology Leadership Expert Panel (LEP), Administration for Community Living, Fall 2019
Inclusive Education Task Force, Idaho Council on Developmental Disabilities, 2014-2017
Co-Laboratory Accessible Instructional Materials Workgroup, CAST, Fall 2011

Proposal Reviewing:

Association of University Centers on Disabilities, general session proposal reviewer, (2012)

Grant Reviewing:

Administration for Community Living, assistive technology alternative financing program discretionary grant competition panel reviewer, (2020).
Administration for Community Living, assistive technology alternative financing program discretionary grant competition panel reviewer, (2019).