

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
JUNE 12-13, 2024**

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<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
1	<b>FY2025 OPERATING BUDGETS</b>	Action Item
2	<b>AGENCY HEADS COMPENSATION AND CHIEF EXECUTIVE OFFICERS CONTRACT TERMS</b>	Action Item
3	<b>OPERATING AND SERVICE AGREEMENTS BETWEEN BOISE STATE UNIVERSITY AND BOISE STATE UNIVERSITY FOUNDATION, INC</b>	Action Item
4	<b>REQUEST TO INCREASE INTERCOLLEGIATE ATHLETICS SPENDING LIMITS FOR FY25</b>	Action Item
5	<b>BOISE STATE UNIVERSITY - MEN'S HEAD FOOTBALL COACH CONTRACT</b>	Action Item
6	<b>UNIVERSITY OF IDAHO - HUCKABAY MEDICAL EDUCATION BUILDING EXPANSION PROPOSAL; REQUEST FOR BIDDING AND CONSTRUCTION AUTHORIZATION</b>	Action Item
7	<b>UNIVERSITY OF IDAHO - MEN'S HEAD FOOTBALL COACH CONTRACT</b>	Action Item

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 12, 2024**

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**SUBJECT**

FY 2025 Appropriated Funds Operating Budgets

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures Section II.F.b.v.; V.B.3.b.ii., 4.b., 5.c, 6.b.

**BACKGROUND/DISCUSSION**

Pursuant to Board policy V.B., each institution and agency prepares an operating budget for appropriated funds, non-appropriated auxiliary enterprises, non-appropriated local services, and non-appropriated other funds.

For the appropriated funds operating budget, Board policy V.B.3.b.ii states as follows: “each institution or agency prepares an operating budget for the next fiscal year based upon guidelines adopted by the Board. Each budget is then submitted to the Board in a summary format prescribed by the Executive Director for review and formal approval before the beginning of the fiscal year.” The appropriated operating budgets have been developed based on appropriations enacted during the 2024 legislative session.

For the college and universities’ non-appropriated operating budgets, Board policy V.B. requires reports of revenues and expenditures to be submitted to the State Board of Education at the request of the Board. Currently, these operating budgets are available on each institution’s website and are available upon request.

Operating budgets are presented in two formats: budgets for agencies, health education programs, and special programs contain a summary (displayed by program, by source of revenue, and by expenditure classification) and a budget overview that briefly describes the program and changes from the previous fiscal year. All sources of revenues are included (i.e., General Fund, federal funds, miscellaneous revenue, and any other fund source).

For the college and universities, postsecondary career technical education, and agricultural research and extension, supplemental information is provided including personnel costs summarized by type of position. The four-year institution reports contain information about appropriated funds, which only includes state General Fund, endowment funds, and appropriated student fees.

**IMPACT**

Approval of the operating budgets establishes agency and institutional fiscal spending plans for FY 2025 and allows the agencies and institutions to continue operations from FY 2024 into FY 2025.

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**ATTACHMENTS**

- Attachment 1 – Charts - FY 2025 General Funds by Program
- Attachment 2 – Office of the State Board of Education Operating Budget
- Attachment 3 – Idaho Public Television Operating Budget
- Attachment 4 – Division of Vocational Rehabilitation Operating Budget
- Attachment 5 – Public Charter Commission Operating Budget
- Attachment 6 – College and Universities FY 2025 Budget by Function
- Attachment 7 – College and Universities Summary of Appropriated Budget
- Attachment 8 – Boise State University FY 2025 Budget Overview
- Attachment 9 – Boise State University Appropriated Budget
- Attachment 10 – Boise State University Salary Changes
- Attachment 11 – Idaho State University FY 2025 Budget Overview
- Attachment 12 – Idaho State University Appropriated Budget
- Attachment 13 – Idaho State University Salary Changes
- Attachment 14 – University of Idaho FY 2025 Budget Overview
- Attachment 15 – University of Idaho Appropriated Budget
- Attachment 16 – University of Idaho Salary Changes
- Attachment 17 – Lewis-Clark State College FY 2025 Budget Overview\*
- Attachment 18 – Lewis-Clark State College Appropriated Budget\*
- Attachment 19 – Lewis-Clark State College Salary Changes\*
- Attachment 20 – Charts - FY 2025 Budgeted Positions by Type
- Attachment 21 – College and Universities Personnel Costs
- Attachment 22 – Career Technical Education FY 2025 Budget Overview
- Attachment 23 – Career Technical Education Appropriated Budget
- Attachment 24 – Agricultural Research & Extension FY 2025 Budget Overview
- Attachment 25 – Agricultural Research & Extension Appropriated Budget
- Attachment 26 – Agricultural Research & Extension Personnel Costs
- Attachment 27 – Health Education Programs Operating Budget
- Attachment 28 – Special Programs Operating Budget
- Attachment 29 – FY 2025 PBFAC Recommended Alteration and Repair Projects

*\*Final versions will be available by June 3, 2024 BAHHR Meeting due to DFM delay in CEC approval plan*

**STAFF COMMENTS AND RECOMMENDATIONS**

Operating budgets for FY 2025 were developed according to legislative appropriations and Board guidelines as applicable. For institutions and agencies, the appropriation includes a 3% CEC for all eligible employees (1% increase for all eligible and 2% based on merit), decreases in health benefits and statewide cost allocation. Representatives from the institutions will be available to answer specific questions.

Attachment 20 presents a system-wide summation of personnel costs by institution and by classification and also includes the number of new positions added at each institution. Board policy requires prior Board approval for the following positions:

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**JUNE 12, 2024**

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- Salaries for new appointments to dean, associate/assistant dean, vice president and equivalent positions above the College and University Professional Association for Human Resources (CUPA-HR) median rate for such positions. (II.F.2.b.)
- Any position at a level of vice president (or equivalent) and above, regardless of funding source. (II.B.3.a.)
- The initial appointment of an employee to any type of position at a salary that is equal to or higher than 75% of the chief executive officer's annual salary. (II.B.3.b.)
- The employment agreement of any head coach or athletic director (at the institutions only) longer than three years, or for a total annual compensation amount of \$200,000 or higher, and all amendments thereto. (II.B.3.c.)
- Non-classified employee contracts (other than for athletic directors or coaches) over one year. (II.F.1.b.v.)

All other hiring authority has been expressly delegated to the presidents. Therefore, Board review of the operating budgets is the best opportunity for the Board to see the number of new positions added year-over-year.

For informational purposes only, the list of FY 2025 maintenance (Alteration and Repair) projects recommended by the Permanent Building Fund Advisory Council is included in Attachment 29.

This information was reviewed by the BAHR Committee at its June 3, 2024 meeting.

Staff recommends approval.

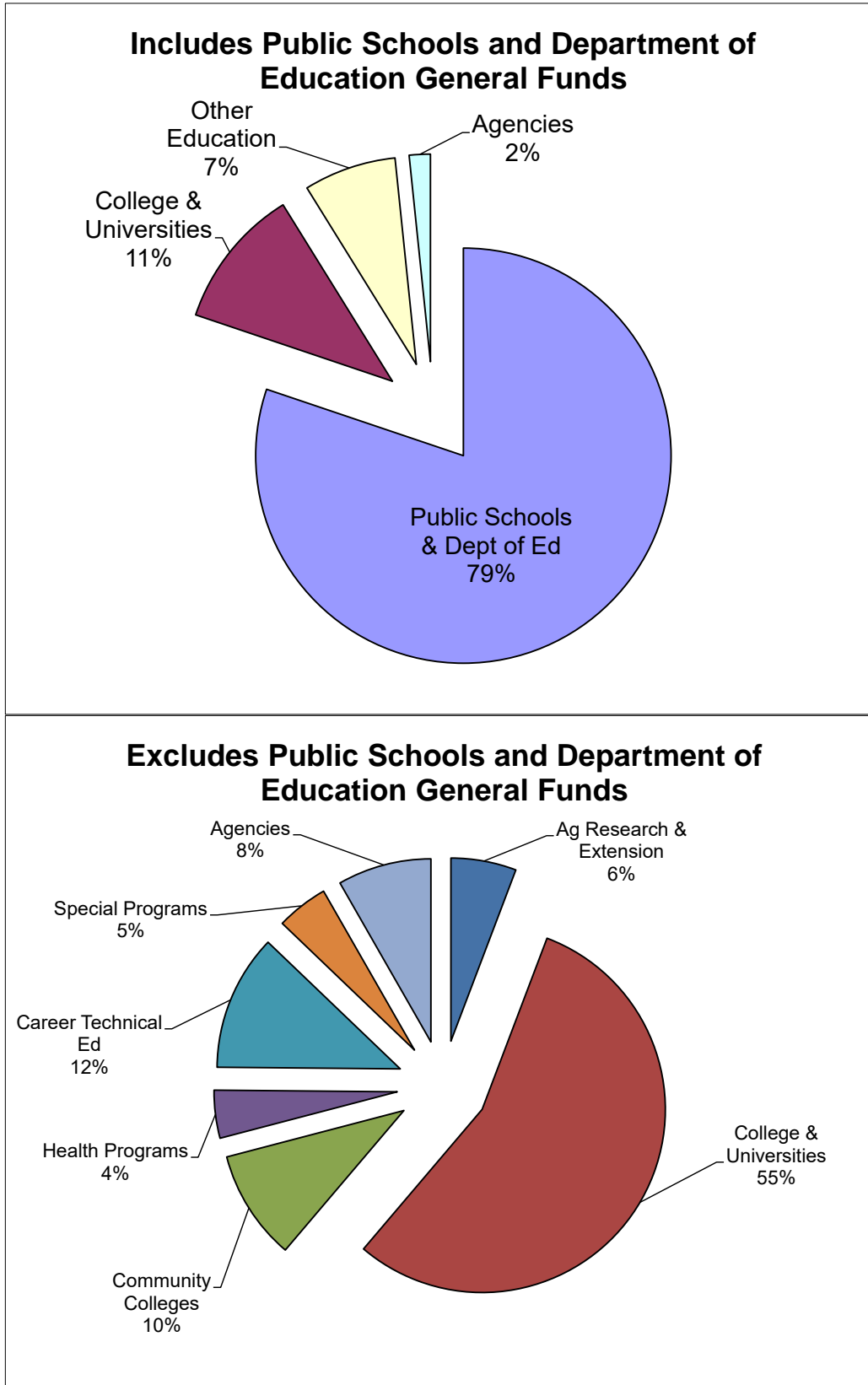
**BOARD ACTION**

I move to approve the FY 2025 operating budgets for the Office of the State Board of Education, Idaho Public Television, Division of Vocational Rehabilitation, Public Charter Schools Commission, College and Universities, Career Technical Education, Agricultural Research and Extension Service, Health Education Programs, and Special Programs, as presented in Attachments 2-28.

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

# State Board of Education

FY25 General Funds by Program



**OFFICE OF THE STATE BOARD OF EDUCATION**  
**FY 2025 Operating Budget**

	<b>FY 2024 BUDGET</b>	<b>FY 2025 BUDGET</b>	<b>PERCENT of CHANGE</b>
<b>By Cost Center:</b>			
Office of the State Board of Education			
Administration	91,325,000	45,369,400	-50.32%
IT and Data Management	3,878,400	8,930,000	130.25%
School Safety and Security	1,172,800	1,338,600	14.14%
Scholarship Programs	29,797,800	30,548,700	2.52%
System Wide Needs	2,422,800	2,423,500	0.03%
<b>Total Programs</b>	<b>128,596,800</b>	<b>88,610,200</b>	<b>-31.09%</b>
<b>By Fund Source:</b>			
General Fund - OSBE	36,908,600	37,809,700	2.44%
General Fund - IT and Data Management	3,863,400	7,641,000	97.78%
General Fund - Office of School Safety/Sec	581,500	710,400	22.17%
General Fund - Scholarships	24,269,100	25,019,800	3.09%
Federal Funds	507,200	507,200	0.00%
Federal Funds - CARES Act	19,800,000	0	-100.00%
Federal Funds - ARP ESSER	27,434,700	0	-100.00%
Federal Funds - ARP Strong Families/Stud	0	0	N/A
Federal Funds - ARP IT and Data Manager	0	0	N/A
Federal Funds - School Safety/Security	260,500	260,500	0.00%
Federal Funds - GEARUP	4,528,700	4,528,900	0.00%
In-Demand Careers		285,500	100.00%
Broadband Infrastructure		1,274,000	100.00%
Miscellaneous Revenue OSBE	6,552,700	6,645,200	1.41%
Miscellaneous IT and Data Management	15,000	15,000	0.00%
Miscellaneous School Safety/Security	330,800	367,700	11.15%
Miscellaneous - Postsecondary Credit	1,000,000	1,000,000	0.00%
Systemwide Needs	2,422,800	2,423,500	0.03%
Indirect Cost Recovery Fund	121,800	121,800	0.00%
<b>Total Funds</b>	<b>128,596,800</b>	<b>88,610,200</b>	<b>-31.09%</b>
<b>By Expenditure Classification:</b>			
Personnel Costs	9,513,500	10,704,700	12.52%
Operating Expenditures	6,230,300	6,428,600	3.18%
Capital Outlay	6,128,000	6,173,000	0.73%
Trustee/Benefit Payments	106,725,000	65,303,900	-38.81%
Lump Sum	0	0	N/A
<b>Total Expenditures</b>	<b>128,596,800</b>	<b>88,610,200</b>	<b>-31.09%</b>
<b>Full Time Positions</b>	<b>78.10</b>	<b>88.10</b>	<b>12.80%</b>

**Budget Overview**

The Office of the State Board of Education (OSBE) received a 1% Change in Employee Compensation (CEC) for all employees plus a 2% CEC based on merit. There was an decrease in health benefits of \$750 to \$13,000 annually. The appropriation for Covid related funds were eliminated in the sum of \$50,631,900, however, \$47,234,700 were reappropriated in FY 2025. OSBE Administration received \$285,500 and 3 FTP in In-Demand Career funds for College/Career Training Coordinators, transferred 4 FTP and \$520,900 from the 4-year institutions for systemwide risk management, increased the Lumina Foundation funded Direct Admissions program by \$126,400, increased the Arts in Education program by \$250,000. IT and Data Management received \$115,200 and 1 FTE for a Senior IT Business Analyst, \$117,700 and 1 FTP for a Data Governance Manager. \$3,430,000 from general funds and \$1,274,000 from the Broadband Infrastructure funds were transferred from the State Department of Education to OSBE. School Safety and Security received \$30,000 one-time general funds to purchase a vehicle, and \$119,700 and 1 FTP for a Higher Education Safety and Security Analyst. The Rural Educator Incentive program increased by \$749,600 to Scholarships and Grants for \$2,000,000.

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IDAHO PUBLIC TELEVISION  
FY 2025 Operating Budget

		<u>FY 2024 BUDGET</u>	<u>FY 2025 BUDGET</u>	<u>PERCENT of CHANGE</u>
1	<b>By Program:</b>			
2	Delivery System and Administration:			
3	Technical Services	(1) 2,177,500	2,825,700	29.77%
4	Administration	(2) 1,616,700	1,786,000	10.47%
5	Educational Content:			
6	Programming Acquisitions	1,902,200	1,843,100	(3.11%)
7	IdahoPTV Productions	1,852,000	1,903,900	2.80%
8	Special Productions/Projects	(3)/(4) 300,000	1,120,000	273.33%
9	Communications	909,400	819,400	(9.90%)
10	Education/Community Services	659,100	688,800	4.51%
11	Development	1,397,000	1,491,700	6.78%
12	<b>Total Programs</b>	<u>10,813,900</u>	<u>12,478,600</u>	<u>15.39%</u>
13				
14	<b>By Fund Source:</b>			
15	General Fund - PC /OE / Capital Lease	2,933,900	3,016,600	2.82%
16	Millennium Funds	(3) 300,000	1,000,000	233.33%
	Federal Funds	(1) -	700,000	100.00%
17	Local Funds	(5) 7,480,000	7,642,000	2.17%
18	Special Productions/Projects	(4) 100,000	120,000	20.00%
19	<b>Total Funds</b>	<u>10,813,900</u>	<u>12,478,600</u>	<u>15.39%</u>
20				
21	<b>By Expenditure Classification:</b>			
22	Personnel Costs	6,242,800	6,433,100	3.05%
23	Operating Expenditures:			
24	Communication & Programming	(6) 1,812,800	2,178,600	20.18%
25	Employee Development & Travel	305,500	306,100	0.20%
26	Professional, Admin & Other Services	(7) 778,000	1,128,000	44.99%
27	Supplies, R&M Services	(8) 413,300	813,600	96.85%
28	Utilities and Gas	173,600	181,400	4.49%
29	Leases and Rentals	491,500	507,200	3.19%
30	Miscellaneous	237,100	238,300	0.51%
31	Total Operating Expenditures	4,211,800	5,353,200	27.10%
32	Capital Outlay	(9) 359,300	692,300	92.68%
33	<b>Total Expenditures</b>	<u>10,813,900</u>	<u>12,478,600</u>	<u>15.39%</u>
34				
35	<b>FTP Count</b>	(2)/(3)/(10) 71.48	73.48	2.80%

37 **Notes:**

38 FY 2024 General Fund budget per HB 276; Local funds continuously appropriated / Millennium fund appropriation per HB 355  
 39 FY 2025 General Fund budget per HB 458 & SB 1399; Local funds continuously appropriated per HB 458; Millennium  
 40 fund appropriation per HB 715; Federal fund appropriated per SB 1399

42 (1) IdahoPTV received a supplemental federal appropriation in SB 1399 for \$700,000 in onetime federal funding to implement  
 43 the Department of Homeland Security's Next Generation Warning System Grant. SB 1399 also allowed for the reappropriation  
 44 of any unexpended and unencumbered balances into FY 2025. In April of 2024, IdahoPTV received word that its grant  
 45 application was not funded, but that we can apply for a second wave of funding in FY 2025. Therefore, the \$700,000 in  
 46 spending authority is only reflected in the FY 2025 budget. If awarded in FY 2025, the funding will be used to replace obsolete  
 47 generators and translators.

48 (2) As directed by the State Board's Executive Director, IdahoPTV is looking to hire a Chief Operating Officer to assume some  
 49 of the responsibilities of the General Manager and the Director of Finance.

50 (3) HB 355 appropriated IdahoPTV \$1 million (vs. \$300k in FY 2024) for its Know Vape project. Funding is for media  
 51 campaigns for education and awareness related to vaping, tobacco, and other substance use issues. It also provided authority  
 52 for one additional FTP.

53 (4) SB1386 appropriated \$120,000 to the Idaho State Historical Society to contract with IdahoPTV for the production of a Kid's  
 54 History Series for 4th Grade History Curriculum (\$60,000) and for a documentary based on a book about Idaho's special places  
 55 being produced by the Idaho Department of Parks and Recreation (\$60,000).

56 (5) HB 458 provided for the continuous appropriation of local funds. This is our targeted amount for SFY 2025.

57 (6) Advertising costs related to the Know Vape FY 2025 media campaign.

58 (7) Local Production costs related to the Know Vape FY 2025 media campaign.

59 (8) Increase is primarily due to the estimated operating costs associated with the potential federal NextGen Warning System Grant.

60 (9) Increase is primarily due to the estimated capital costs associated with the potential federal NextGen Warning System Grant.

61 (10) HB 458 also provided IdahoPTV with the ability to add additional personnel based on the availability of local funds and  
 62 with the authorization from the Idaho Division of Human Resources and the Division of Financial Management.

**DIVISION OF VOCATIONAL REHABILITATION**  
**FY 2025 Operating Budget**

		<b>FY 2024 BUDGET</b>	<b>FY 2025 BUDGET</b>	<b>PERCENT of CHANGE</b>
1				
2	<b>By Program:</b>			
3	Vocational Rehabilitation	25,987,400	26,412,800	1.64%
4	Comm. Supp. Employ. Work Svcs. (EES)	0	0	
5	Council for the Deaf & Hard of Hearing	554,400	567,600	2.38%
6				
7	<b>Total Programs</b>	<b><u>26,541,800</u></b>	<b><u>26,980,400</u></b>	<b><u>1.65%</u></b>
8	<b>By Fund Source:</b>			
9	General Fund	5,172,200	5,272,700	1.94%
10	Federal Funds	19,233,100	19,568,100	1.74%
11	Miscellaneous Revenue	982,100	983,500	0.14%
12	Dedicated Funds	1,154,400	1,156,100	0.15%
13	<b>Total Funds</b>	<b><u>26,541,800</u></b>	<b><u>26,980,400</u></b>	<b><u>1.65%</u></b>
14	<b>By Expenditure Classification:</b>			
15	Personnel Costs	[1] 12,530,600	12,959,300	3.42%
16	Operating Expenditures			
17	Communications	260,000	260,000	0.00%
18	Employee Dev./Memberships	50,000	50,000	0.00%
19	Professional & General Services	[2] 802,200	1,152,300	43.64%
20	Travel	[3] 186,000	220,000	18.28%
21	Supplies & Insurance	[4] 140,000	150,000	7.14%
22	Rents	[4] 452,500	480,000	6.08%
23	Other	[4] 275,000	285,000	3.64%
24	Total Operating Expenditures	2,165,700	2,597,300	19.93%
25	Capital Outlay	[5] 428,400	506,700	18.28%
26	Trustee/Benefit Payments	[6] 11,417,100	10,917,100	-4.38%
27	<b>Total Expenditures</b>	<b><u>26,541,800</u></b>	<b><u>26,980,400</u></b>	<b><u>1.65%</u></b>
28	<b>Full Time Positions</b>	[7] 146.00	148.00	1.37%

**Budget Overview**

29 FY24 funded with HB 300, FY25 funded with HB 458 & HB 700

30 [1] Implementation of CEC & 2 new FTE

31 [2] Increase to pay for new licensing software to provide better customer service

32 [3] Increase in in-state travel to provide better customer service

33 [4] Inflationary increases

34 [5] Vehicle (1) and computer (46) replacements

35 [6] Moved \$500,000 to operating to pay for new licensing software, travel, inflation, etc.

36 [7] Increase in FTE (2 counselor positions)

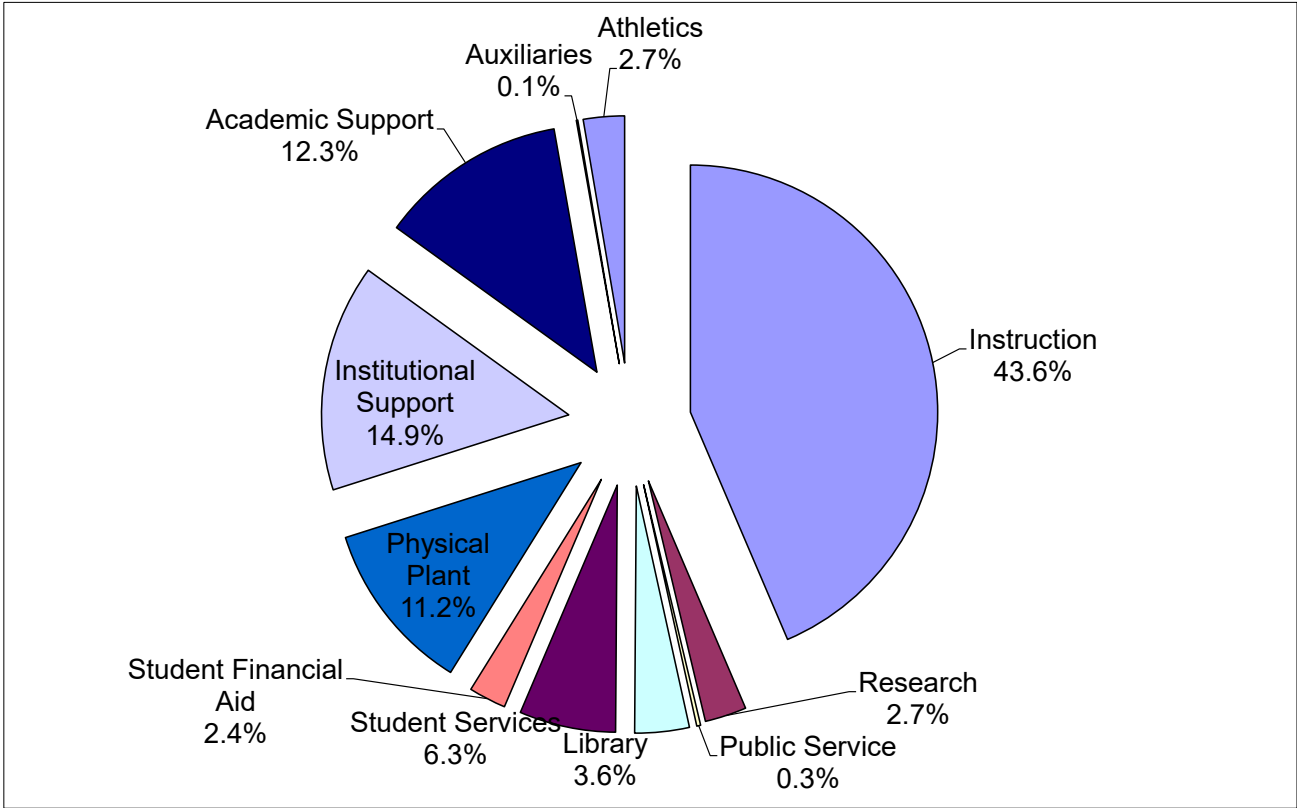


**PUBLIC CHARTER COMMISSION**  
**FY 2025 Operating Budget**

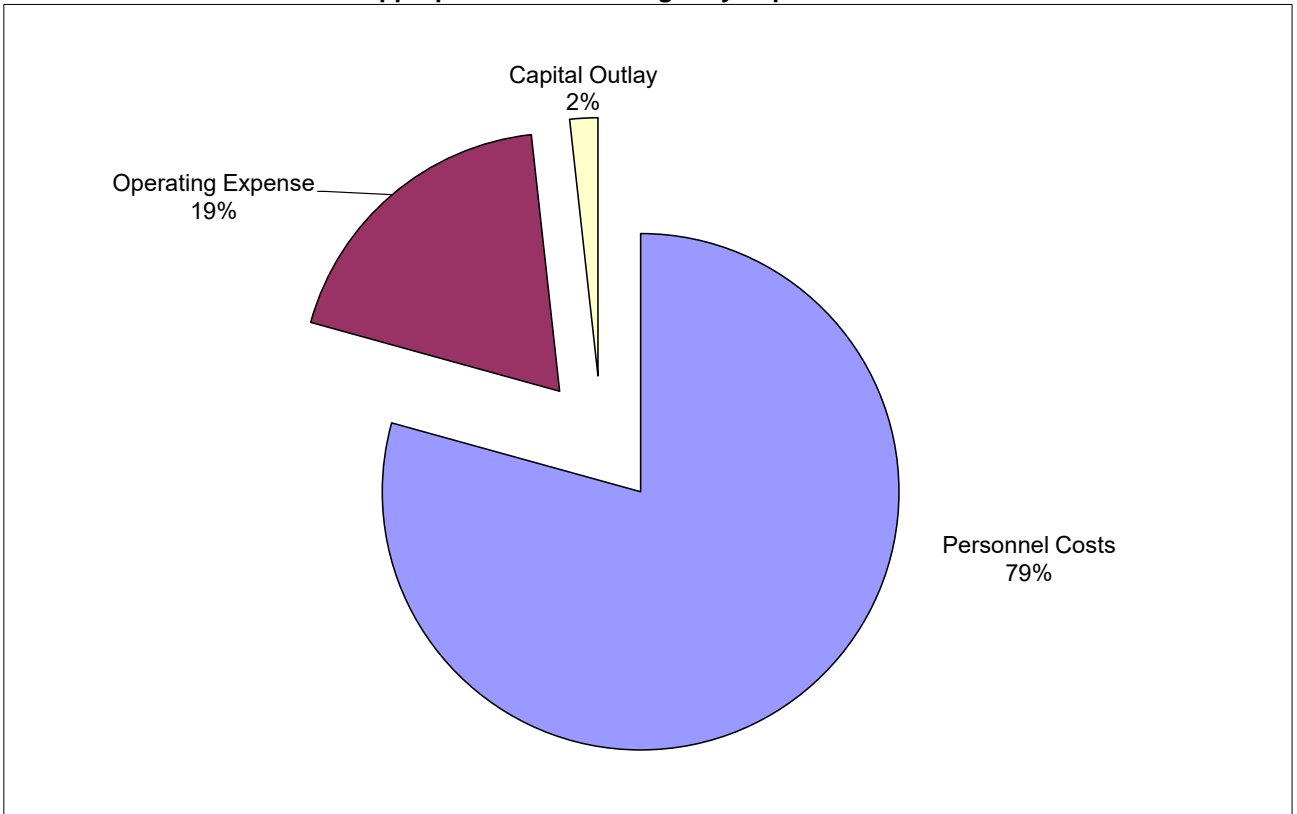
	<b>FY 2024 BUDGET</b>	<b>FY 2025 BUDGET</b>	<b>PERCENT of CHANGE</b>
1 <b>By Program:</b>			
2 Charter School Commission	728,900	724,900	-0.55%
3 <b>Total Programs</b>	<u>728,900</u>	<u>724,900</u>	<u>-0.55%</u>
4			
5 <b>By Fund Source:</b>			
6 General Fund	190,100	193,000	1.53%
7 Authorizer Fees	538,800	531,900	-1.28%
8 <b>Total Funds</b>	<u>728,900</u>	<u>724,900</u>	<u>-0.55%</u>
9			
10 <b>By Expenditure Classification:</b>			
11 Personnel Costs	556,600	566,200	1.72%
12 Operating Expenditures:	172,300	158,700	-7.89%
13 Capital Outlay	-	-	
14 <b>Total Expenditures</b>	<u>728,900</u>	<u>724,900</u>	<u>-0.55%</u>
15			
16 <b>FTP Count</b>	5.00	5.00	0.00%
17			
18 <b>Notes:</b>			
19 FY2025 budget per HB552 and HB674, includes a 3% total CEC for all employees and decreases in health benefits			
20 and statewide cost allocation.			

COLLEGE & UNIVERSITIES

FY 2025 Appropriated Funds Budget By Function



FY 2025 Appropriated Funds Budget By Expenditure Classification



## COLLEGE &amp; UNIVERSITIES SUMMARY

## Budget Distribution by Activity and Expense Class

July 1, 2024 - June 30, 2025

	FY2024 Original Budget		FY2025 Original Budget		Changes from	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
<b>Revenue by Source</b>						
1 State General Account - ongoing	\$347,500,400	51.35%	\$358,655,900	51.02%	\$11,155,500	3.21%
2 State General Account - one time	0	0.00%	0	0.00%	0	0.00%
3 HESF - one time	0	0.00%	0	0.00%	0	0.00%
4 State Endowments	22,917,700	3.39%	24,046,000	3.42%	1,128,300	4.92%
5 COVID Funds	0	0.00%	0	0.00%	0	0.00%
6 Student Tuition and Fees	306,376,781	45.27%	320,286,837	45.56%	13,910,056	4.54%
7 Total Operating Revenues	<u>\$676,794,881</u>	<u>100.00%</u>	<u>\$702,988,737</u>	<u>100.00%</u>	<u>\$26,193,856</u>	<u>3.87%</u>
<b>Expenses</b>						
<b>By Function:</b>						
8 Instruction	\$300,374,325	43.94%	\$309,152,867	43.57%	\$8,778,542	2.92%
9 Research	19,194,308	2.81%	19,324,145	2.72%	129,837	0.68%
10 Public Service	1,931,748	0.28%	1,804,861	0.25%	(126,887)	-6.57%
11 Library	24,957,532	3.65%	25,249,673	3.56%	292,141	1.17%
12 Student Services	42,047,114	6.15%	44,713,150	6.30%	2,666,036	6.34%
13 Student Financial Aid	17,097,049	2.50%	17,298,659	2.44%	201,610	1.18%
14 Physical Plant	77,863,889	11.39%	79,761,749	11.24%	1,897,860	2.44%
15 Institutional Support	100,009,470	14.63%	105,424,295	14.86%	5,414,825	5.41%
16 Academic Support	80,786,283	11.82%	87,070,294	12.27%	6,284,011	7.78%
17 Auxiliaries	685,928	0.10%	678,109	0.10%	(7,819)	-1.14%
18 Athletics	18,656,535	2.73%	19,051,835	2.69%	395,300	2.12%
19 Total Bdgt by Function	<u>\$683,604,181</u>	<u>100.00%</u>	<u>\$709,529,637</u>	<u>100.00%</u>	<u>\$25,925,456</u>	<u>3.79%</u>
<b>20 By Expense Class:</b>						
21 Personnel Costs:						
22 Salaries:						
23 Faculty	\$186,363,965	27.26%	\$192,694,106	27.16%	\$6,330,141	3.40%
24 Executive/Admin	21,339,452	3.12%	22,478,180	3.17%	1,138,728	5.34%
25 Managerial/Prof	120,305,427	17.60%	127,423,311	17.96%	7,117,884	5.92%
26 Classified	52,795,002	7.72%	52,557,372	7.41%	(237,630)	-0.45%
27 Grad Assist	14,259,072	2.09%	14,160,981	2.00%	(98,091)	-0.69%
28 Irregular Help	6,984,610	1.02%	8,300,169	1.17%	1,315,559	18.84%
29 Total Salaries	<u>\$402,047,528</u>	<u>58.81%</u>	<u>\$417,614,119</u>	<u>58.86%</u>	<u>\$15,566,591</u>	<u>3.87%</u>
30 Personnel Benefits	141,623,952	20.72%	145,028,383	20.44%	3,404,431	2.40%
31 Total Pers Costs	<u>\$543,671,480</u>	<u>79.53%</u>	<u>\$562,642,502</u>	<u>79.30%</u>	<u>\$18,971,022</u>	<u>3.49%</u>
32 Operating Expense:						
33 Travel	1,809,228	0.26%	2,492,407	0.35%	683,179	37.76%
34 Utilities	20,196,553	2.95%	19,570,937	2.76%	(625,616)	-3.10%
35 Insurance	5,270,095	0.77%	5,286,695	0.75%	16,600	0.31%
36 Other Oper. Exp	100,269,166	14.67%	107,110,223	15.10%	6,841,057	6.82%
37 Total Oper. Exp	<u>\$127,545,042</u>	<u>18.66%</u>	<u>\$134,460,262</u>	<u>18.95%</u>	<u>\$6,915,220</u>	<u>5.42%</u>
38 Capital Outlay:						
39 Depart Equipment	1,582,569	0.23%	1,592,947	0.22%	10,378	0.66%
40 Library Acquisitions	10,805,090	1.58%	10,833,926	1.53%	28,836	0.27%
41 Total Cap Outlay	<u>\$12,387,659</u>	<u>1.81%</u>	<u>\$12,426,873</u>	<u>1.75%</u>	<u>\$39,214</u>	<u>0.32%</u>
42 Tot Bdgt by Exp Class	<u>\$683,604,181</u>	<u>100.00%</u>	<u>\$709,529,637</u>	<u>100.00%</u>	<u>\$25,925,456</u>	<u>3.79%</u>
43 One-time 27th Payroll (GF)	\$0		\$0		\$0	
44 One-time Capital Outlay	\$0		\$0		\$0	
45 One-time Other	\$0		\$0		\$0	
46 Activity Total	<u>\$683,604,181</u>		<u>\$709,529,637</u>		<u>\$25,925,456</u>	<u>3.79%</u>
47 TOTAL FTE POSITIONS	4,921.02		4,897.19		(23.83)	-0.48%
48 Budget Deficit - reserve funds	(6,809,300)		(6,540,900)			

**BOISE STATE UNIVERSITY  
FY2025 BUDGET OVERVIEW  
Appropriated Funds**

<b>FY 2024 Base Operating Budget</b>	<b>\$283,614,300</b>
 <b>Adjustments to Base from State General Funds</b>	
Change in Variable Benefit Costs	\$54,300
Risk Mgmt./State Controller's Fees	\$-770,700
Change in Employee Compensation (CEC)	\$2,898,700
Change in Health Benefit Costs	\$-732,700
Operational Capacity Enhancement	\$2,491,700
<b>NET INCREASE FROM STATE GENERAL</b>	<b>\$3,941,300</b>
 <b>Adjustments to Base from Dedicated Funds</b>	
Change in Variable Benefit Costs	\$54,900
Change in Employee Compensation (CEC)	\$2,928,300
Change in Health Benefit Costs	\$-740,200
<b>NET INCREASE FROM DEDICATED</b>	<b>\$2,243,000</b>
<b>NET INCREASE FROM TUITION AND FEES</b>	<b>\$4,622,100</b>
<b>FY 2025 Base Operating Budget</b>	<b>\$294,420,700</b>

Boise State's fiscal year (FY) 2025 proposed base operating budget of \$294.4 million will be funded with \$128.9 million in state general funds and \$165.5 million in student tuition and fee revenue. The proposed budget includes an increase of \$4.6 million in annual fee revenues attributable to increases in tuition and the consolidated mandatory fees approved by the Board in April, 2024.

Boise State's total FY25 CEC pool of \$5,827,000 is made up of \$2,898,700 of general funds and \$2,928,300 of dedicated funds. Benefit-eligible employees will receive a 1% cost of living increase and an additional merit increase to be distributed from the appropriated 2% merit pool. The balance of Boise State's CEC obligation, \$2,439,616 will be covered by funds generated by the university or through grants.

In FY24, Boise State corrected a \$15 million structural deficit. The deficit accrued over the 4-year period when tuition was held flat and the university had to rely on one-time funds to fund a portion of its CEC and healthcare cost increases as well as inflationary increases in the costs of goods and services.

The university takes seriously its commitment to balance the cost of higher education with its commitment to delivering high quality programs and outcomes. Boise State is the most efficient institution of higher education in Idaho. We work diligently to maximize our resources through program prioritization, strategic investment, and innovation. The university is in the process of transitioning to an all-funds RCM budget model, which will provide more useful data on revenues and expenses leading to more informed budgetary decision-making.

In order to maintain a balanced budget, the university continues to seek opportunities to increase revenues and state investment in higher education. The university must also continue to incrementally increase tuition and fees to address inflationary increases that have accrued over the past five years and to keep pace with future increases in the costs of goods and services.

**BOISE STATE UNIVERSITY**  
**Budget Distribution by Activity and Expense Class**  
 July 1, 2024 - June 30, 2025

	FY2024 Original Budget		FY2025 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
<b>Revenue by Source</b>						
1 State General Account - ongoing	\$125,254,900	44.16%	\$128,879,800	43.77%	\$3,624,900	2.89%
2 State General Account - one time	0	0.00%	0	0.00%	0	0.00%
3 HESF - one time	0	0.00%	0	0.00%	0	0.00%
4 State Endowments	0	0.00%	0	0.00%	0	0.00%
5 COVID Funds	0	0.00%	0	0.00%	0	0.00%
6 Student Tuition and Fees	158,359,381	55.84%	165,540,937	56.23%	7,181,556	4.53%
7 Total Operating Revenues	\$283,614,281	100.00%	\$294,420,737	100.00%	\$10,806,456	3.81%
<b>Expenses</b>						
<b>By Function:</b>						
8 Instruction	\$136,305,090	48.06%	\$137,507,979	46.70%	\$1,202,889	0.88%
9 Research	7,505,647	2.65%	7,060,153	2.40%	(445,494)	-5.94%
10 Public Service	1,691,732	0.60%	1,591,771	0.54%	(99,961)	-5.91%
11 Library	8,773,703	3.09%	8,690,763	2.95%	(82,940)	-0.95%
12 Student Services	14,270,704	5.03%	15,654,066	5.32%	1,383,362	9.69%
13 Student Financial Aid	2,170,768	0.77%	2,000,660	0.68%	(170,108)	-7.84%
14 Physical Plant	25,508,933	8.99%	25,840,151	8.78%	331,218	1.30%
15 Institutional Support	37,094,227	13.08%	40,925,206	13.90%	3,830,979	10.33%
16 Academic Support	43,111,477	15.20%	47,868,421	16.26%	4,756,944	11.03%
17 Auxiliaries	0	0.00%	0	0.00%	0	0.00%
18 Athletics	7,182,000	2.53%	7,281,567	2.47%	99,567	1.39%
19 Total Bdgt by Function	\$283,614,281	100.00%	\$294,420,737	100.00%	\$10,806,456	3.81%
<b>20 By Expense Class:</b>						
21 Personnel Costs:						
22 Salaries:						
23 Faculty	\$82,084,307	28.94%	\$83,355,962	28.31%	\$1,271,655	1.55%
24 Executive/Admin	5,540,268	1.95%	6,302,494	2.14%	762,226	13.76%
25 Managerial/Prof	58,925,920	20.78%	62,403,080	21.20%	3,477,160	5.90%
26 Classified	13,580,910	4.79%	13,251,644	4.50%	(329,266)	-2.42%
27 Grad Assist	5,636,692	1.99%	5,283,464	1.79%	(353,228)	-6.27%
28 Irregular Help	647,184	0.23%	1,274,687	0.43%	627,503	96.96%
29 Total Salaries	\$166,415,281	58.68%	\$171,871,331	58.38%	\$5,456,050	3.28%
30 Personnel Benefits	55,956,573	19.73%	58,527,730	19.88%	2,571,157	4.59%
31 Total Pers Costs	\$222,371,854	78.41%	\$230,399,061	78.26%	\$8,027,207	3.61%
32 Operating Expense:						
33 Travel		0.00%		0.00%	0	0.00%
34 Utilities	5,015,260	1.77%	4,935,260	1.68%	(80,000)	-1.60%
35 Insurance	1,575,164	0.56%	1,575,164	0.54%	0	0.00%
36 Other Oper. Exp	51,210,651	18.06%	54,084,864	18.37%	2,874,213	5.61%
37 Total Oper. Exp	\$57,801,075	20.38%	\$60,595,288	20.58%	\$2,794,213	4.83%
38 Capital Outlay:						
39 Depart Equipment	\$246,565	0.09%	\$202,765	0.07%	(43,800)	-17.76%
40 Library Acquisitions	3,194,787	1.13%	3,223,623	1.09%	28,836	0.90%
41 Total Cap Outlay	\$3,441,352	1.21%	\$3,426,388	1.16%	(\$14,964)	-0.43%
42 Tot Bdgt by Exp Class	\$283,614,281	100.00%	\$294,420,737	100.00%	\$10,806,456	3.81%
43 HESF one-time	\$0		\$0		\$0	
44 One-time Capital Outlay	\$0		\$0		\$0	
45 Unallocated CEC + Target Positi	\$0		\$0		\$0	
46 Activity Total	\$283,614,281		\$294,420,737		\$10,806,456	3.81%
47 TOTAL FTE POSITIONS	1,968.47		1,958.94		(9.53)	-0.48%
48 Budget Deficit: Holdbacks	\$0		\$0			

**BOISE STATE UNIVERSITY**  
**Summary of Estimated Salary Changes for FY2025 by Employee Group**

Institution/Agency by Group	Existing Positions						Position Adjustments		Total				
	FY2024	FY2024	Salary Adjustments			FY2025	% Incr	FTE	Salary	FY2025	FY2025	% change	
	FTE	Salary Base	Promotion	Perf/Exp/Merit	Equity	Total				FTE	Salary Base		
<b>General Education (Approp Only)</b>													
Faculty													
Professor	241.71	\$28,038,790		\$826,553		\$826,553	\$28,865,342	2.9%	0.09	73,404	241.80	\$28,938,746	3.2%
Associate Professor	251.22	\$24,263,877		\$969,775		\$969,775	\$25,233,653	4.0%	-17.85	(1,437,104)	233.37	\$23,796,549	-1.9%
Assistant Professor	192.00	\$15,594,522		\$698,109		\$698,109	\$16,292,631	4.5%	10.40	1,156,151	202.40	\$17,448,782	11.9%
Instr/Lect	144.25	\$8,000,382		\$243,581		\$243,581	\$8,243,962	3.0%	-12.94	(708,497)	131.31	\$7,535,465	-5.8%
Part-Time Instructor	0.00	\$6,186,737				\$0	\$6,186,737	0.0%	0.00	(550,317)	0.00	\$5,636,420	-8.9%
Total Faculty	829.18	\$82,084,307	\$0	\$2,738,017	\$0	\$2,738,017	\$84,822,324	3.3%	-20.30	(1,466,363)	808.88	\$83,355,962	1.5%
Executive/Administrative	29.07	\$5,540,268		\$155,024		\$155,024	\$5,695,292	2.8%	0.92	607,202	29.99	\$6,302,494	13.8%
Managerial/Professional	800.05	\$58,925,920		\$1,529,527		\$1,529,527	\$60,455,447	2.6%	27.40	1,947,633	827.45	\$62,403,080	5.9%
Classified	310.17	\$13,580,910		\$352,031		\$352,031	\$13,932,941	2.6%	-17.55	(681,297)	292.62	\$13,251,644	-2.4%
Student/Teaching Assistant	0.00	\$5,636,692				\$0	\$5,636,692	0.0%	0.00	(353,228)	0.00	\$5,283,464	-6.3%
Irregular Help	0.00	\$647,184				\$0	\$647,184	0.0%	0.00	627,503	0.00	\$1,274,687	97.0%
Total	1,968.47	\$166,415,281	\$0	\$4,774,600	\$0	\$4,774,600	\$171,189,881	2.9%	-9.53	\$681,450	1,958.94	\$171,871,331	3.3%
<b>Idaho Small Business Development Center</b>													
Faculty													
Professor						\$0	\$0	0.0%					
Associate Professor						\$0	\$0	0.0%					
Assistant Professor						\$0	\$0	0.0%					
Instr/Lect						\$0	\$0	0.0%					
Part-Time Instructor						\$0	\$0	0.0%					
Total Faculty		\$0	\$0	\$0	\$0	\$0	\$0	0.0%					
Executive/Administrative						\$0	\$0	0.0%					
Managerial/Professional	9.33	\$529,084		9,715	0	\$9,715	\$538,799	1.8%	1.00	99,808	10.33	\$638,607	20.7%
Classified						\$0	\$0	0.0%					
Student/Teaching Assistant						\$0	\$0	0.0%					
Irregular Help	0.00					\$0	\$0	0.0%			0.00	\$0	
Total	9.33	\$529,084	\$0	\$9,715	\$0	\$9,715	\$538,799	0.0%	1.00	\$99,808	10.33	\$638,607	
<b>TechHelp</b>													
Faculty													
Professor						\$0	\$0	0.0%					
Associate Professor						\$0	\$0	0.0%					
Assistant Professor						\$0	\$0	0.0%					
Instr/Lect						\$0	\$0	0.0%					
Part-Time Instructor						\$0	\$0	0.0%					
Total Faculty			\$0	\$0	\$0	\$0	\$0	0.0%					
Executive/Administrative						\$0	\$0	0.0%					
Managerial/Professional	3.35	\$300,689		\$3,656		\$3,656	\$304,345	1.2%	0.09	35,198	3.44	\$339,543	12.9%
Classified						\$0	\$0	0.0%					
Student/Teaching Assistant						\$0	\$0	0.0%				\$0	
Irregular Help						\$0	\$0	0.0%				\$0	
Total	3.35	\$300,689	\$0	\$3,656	\$0	\$3,656	\$304,345	0.0%	0.09	\$35,198	3.44	\$339,543	

## IDAHO STATE UNIVERSITY

### FY2025 Budget Overview

The Idaho State University FY2025 budget represents ISU's mission-focused and data-informed allocation of resources in alignment with strategic budget optimization efforts. At the same time the university is solving a multi-year structural budget deficit, it is expanding high-quality, workforce aligned health professions programs across the state; increasing impact through collaborations and research growth; improving student access, retention, and success; and energizing the Bengal community for a *"Bold Path Forward"* under President Wagner's leadership.

Outcomes Include:

- Three straight years of enrollment growth
- A 10.9% increase in student retention, with ISU receiving the Return on Education Award from EAB in Spring 2024 for the adoption and implementation of ISU Navigate.
- New and expanded health professions programs and partnerships in Pocatello, Meridian, Idaho Falls, Twin Falls, Lewiston, and Coeur d'Alene.
- New and expanded Bengal Pharmacy locations in Chubbuck and McCammon and a new Community Psychiatric Center in Pocatello, all opening this year.
- 12% increase in endowment funds; 56% increase in Bengal Giving Day funds raised
- A \$9.7M (48.5% increase) in research expenditures.
- New and expanded longitudinal data sets and analytical tools to support outcome assessment and resource allocation
- \$9 million (60%) deficit reduction from FY2024
- Maintenance of A1 stable bond rating

### Background and Context

Idaho State University continues to sustain its high-quality academic programs and services to students in support of its mission and strategic plan. Since FY2018, ISU has intentionally spent down surplus appropriated reserves to support investments in health program expansion, student enrollment and retention, classroom infrastructure, facilities and student spaces, campus culture and morale, and stabilizing local and auxiliary funds and operations.

While these investments have paid off, the university needs to balance its central university funds so remaining reserves can be used to leverage capital investments, program expansion, and other strategic opportunities.

In January 2023, ISU launched the Budget Optimization Initiative, a multi-year process led by the Budget Advisory Group to strategically balance a deficit in central funds created by prior enrollment declines, several years of holding base tuition rates flat, unfunded changes in employee compensation and benefits, extraordinary inflation in operating expenses, and self-funded investments.

This initiative is engaging the university community in identifying opportunities for growing net revenues; leveraging technology; scaling best practices; implementing efficiencies through



shared service models and process and system improvement; and allocating resources through established principles, parameters, and criteria.

FY2025 Budget Optimization Summary (recurring savings):

Centralized Salary Savings	\$ 3,700,000
Efficiencies and Restructuring	<u>3,316,500</u>
Total	\$ 7,016,500

ISU's tuition rate increase for FY2025 will generate approximately \$2.2 million in new revenue, based on conservative enrollment estimates. This, combined with budget optimization savings, results in a \$9.24 million decrease in the structural deficit, from \$15.78 million to \$6.54 million. ISU will cover the deficit with institutional reserves. Budget optimization work will continue in earnest in the coming year, with a goal of eliminating the residual \$6.5 million deficit by FY2026/2027.

**FY2025 Budget Overview**

<b>FY2025 General Appropriations Resources Summary of Changes</b>	
Base Appropriation (excluding one-time)	\$ 161,417,300
Adjustments to Base:	
Change in Employee Compensation (CEC	\$ 2,377,600
Enrollment Workload Adjustment	213,300
Personnel Benefits	(691,700)
Risk Management, Controller, OITS	(508,500)
Endowments	305,400
Capacity Enhancement Funding	1,924,400
Net Change in Base State Funding	\$ 3,620,500
Tuition and Fees:	
Change in Employee Compensation (CEC	\$ 884,600
Personnel Benefits	(257,300)
Tuition Rate Increase	2,222,600
Net Change in Base Tuition and Fees	\$ 2,849,900
FY2025 General Appropriation Resources	\$ 167,887,700

ISU's FY2025 expenditure budget is \$174,428,600, a \$2,768,700 million decrease from FY2024.

**IDAHO STATE UNIVERSITY**  
**Budget Distribution by Activity and Expense Class**  
 July 1, 2024 - June 30, 2025

	FY2024 Original Budget		FY2025 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
<b>Revenue by Source</b>						
1 State General Account - ongoing	\$94,980,500	58.84%	\$98,206,800	58.50%	\$3,226,300	3.40%
2 State General Account - one time	0	0.00%	0	0.00%	0	0.00%
3 HESF - one time	0	0.00%	0	0.00%	0	0.00%
4 State Endowments	5,153,200	3.19%	5,547,400	3.30%	394,200	7.65%
5 COVID Funds	0	0.00%	0	0.00%	0	0.00%
6 Student Tuition and Fees	61,283,600	37.97%	64,133,500	38.20%	2,849,900	4.65%
7 Total Operating Revenues	\$161,417,300	100.00%	\$167,887,700	100.00%	\$6,470,400	4.01%
<b>Expenses</b>						
<b>By Function:</b>						
8 Instruction	\$81,528,500	46.01%	\$80,177,400	45.97%	(\$1,351,100)	-1.66%
9 Research	6,184,200	3.49%	6,124,200	3.51%	(60,000)	-0.97%
10 Public Service	0	0.00%	0	0.00%	0	0.00%
11 Library	7,070,200	3.99%	6,909,300	3.96%	(160,900)	-2.28%
12 Student Services	11,484,000	6.48%	11,288,700	6.47%	(195,300)	-1.70%
13 Student Financial Aid	7,566,300	4.27%	7,467,600	4.28%	(98,700)	-1.30%
14 Physical Plant	23,354,600	13.18%	22,961,300	13.16%	(393,300)	-1.68%
15 Institutional Support	18,215,900	10.28%	17,953,800	10.29%	(262,100)	-1.44%
16 Academic Support	16,213,600	9.15%	15,982,200	9.16%	(231,400)	-1.43%
17 Auxiliaries	51,400	0.03%	50,600	0.03%	(800)	-1.56%
18 Athletics	5,528,600	3.12%	5,513,500	3.16%	(15,100)	-0.27%
19 Total Bdgt by Function	\$177,197,300	100.00%	\$174,428,600	100.00%	(\$2,768,700)	-1.56%
<b>20 By Expense Class:</b>						
21 Personnel Costs:						
22 Salaries:						
23 Faculty	\$44,284,800	24.99%	\$46,198,300	26.49%	\$1,913,500	4.32%
24 Executive/Admin	6,023,100	3.40%	6,076,700	3.48%	53,600	0.89%
25 Managerial/Prof	25,026,200	14.12%	25,655,100	14.71%	628,900	2.51%
26 Classified	14,517,400	8.19%	14,945,300	8.57%	427,900	2.95%
27 Grad Assist	3,397,800	1.92%	3,496,200	2.00%	98,400	2.90%
28 Irregular Help	4,265,000	2.41%	4,912,300	2.82%	647,300	15.18%
29 Total Salaries	\$97,514,300	55.03%	\$101,283,900	58.07%	\$3,769,600	3.87%
30 Personnel Benefits	36,804,600	20.77%	35,976,500	20.63%	(828,100)	-2.25%
31 Total Pers Costs	\$134,318,900	75.80%	\$137,260,400	78.69%	\$2,941,500	2.19%
32 Operating Expense:						
33 Travel	\$1,446,900	0.82%	\$1,462,400	0.84%	15,500	1.07%
34 Utilities	4,486,600	2.53%	4,038,700	2.32%	(447,900)	-9.98%
35 Insurance	1,437,700	0.81%	1,476,100	0.85%	38,400	2.67%
36 Other Oper. Exp	31,437,600	17.74%	26,116,200	14.97%	(5,321,400)	-16.93%
37 Total Oper. Exp	\$38,808,800	21.90%	\$33,093,400	18.97%	(\$5,715,400)	-14.73%
38 Capital Outlay:						
39 Depart Equipment	\$829,800	0.47%	\$835,000	0.48%	5,200	0.63%
40 Library Acquisitions	3,239,800	1.83%	3,239,800	1.86%	0	0.00%
41 Total Cap Outlay	\$4,069,600	2.30%	\$4,074,800	2.34%	\$5,200	0.13%
42 Tot Bdgt by Exp Class	\$177,197,300	100.00%	\$174,428,600	100.00%	(\$2,768,700)	-1.56%
43 One-time 27th Payroll (GF)	\$0		\$0		0	
44 One-time Capital Outlay	\$0		\$0		0	
45 Unallocated CEC + Target Positio	\$0		\$0		0	
46 Activity Total	\$177,197,300		\$174,428,600		(\$2,768,700)	-1.56%
47 TOTAL FTE POSITIONS	1,252.57		1,244.03		(8.54)	-0.68%
48 Budget Deficit - reserves	(\$15,780,000)		(\$6,540,900)			

**IDAHO STATE UNIVERSITY**  
**Summary of Salary Changes for FY2025 by Employee Group**

Institution/Agency by Group	Existing Positions								Position Adjustments		Total	
	FY2024		Salary Adjustments			FY2025		% Incr	FTE	Salary Base	FY2025	
	FTE	Salary Base	Promotion	Perf/Exp	Equity	Total	Salary				FTE	Salary
<b>General Education</b>												
Faculty	496.28	42,327,200	241,700	1,277,000	-	1,518,700	43,845,900	3.59	(3.04)	(439,000)	493.24	43,406,900
Adjunct Faculty	0.00	1,957,600	-	-	-	-	1,957,600	0.00	-	833,800	0.00	2,791,400
Executive/Administrative	30.32	6,023,100	-	180,700	-	180,700	6,203,800	3.00	(0.49)	(127,100)	29.83	6,076,700
Managerial/Professional	346.95	25,026,200	-	750,900	-	750,900	25,777,100	3.00	3.90	(122,000)	350.85	25,655,100
Classified	379.02	14,517,400	-	486,400	-	486,400	15,003,800	3.35	(8.91)	(58,500)	370.11	14,945,300
Teaching Assistant	0.00	3,397,800	-	-	-	-	3,397,800	0.00	-	98,400	0.00	3,496,200
Irregular Salaries	0.00	4,265,000	-	-	-	-	4,265,000	0.00	-	647,300	0.00	4,912,300
<b>Total</b>	<b>1,252.57</b>	<b>97,514,300</b>	<b>241,700</b>	<b>2,695,000</b>	<b>-</b>	<b>2,936,700</b>	<b>100,451,000</b>	<b>3.01</b>	<b>(8.54)</b>	<b>832,900</b>	<b>1,244.03</b>	<b>101,283,900</b>
<b>Idaho Dental Education Program</b>												
Faculty	1.75	91,900	-	2,700	-	2,700	94,600	2.94	-	49,700	1.75	144,300
Adjunct Faculty	0.00	138,800	-	-	-	-	138,800	0.00	-	8,400	0.00	147,200
Executive/Administrative	0.00	-	-	-	-	-	-	0.00	-	-	0.00	-
Managerial/Professional	1.50	132,500	-	4,000	-	4,000	136,500	3.02	-	(25,500)	1.50	111,000
Classified	0.00	-	-	-	-	-	-	0.00	-	-	0.00	-
Teaching Assistant	0.00	-	-	-	-	-	-	0.00	-	-	0.00	-
Irregular Salaries	0.00	27,000	-	-	-	-	27,000	0.00	-	-	0.00	27,000
<b>Total</b>	<b>3.25</b>	<b>390,200</b>	<b>-</b>	<b>6,700</b>	<b>-</b>	<b>6,700</b>	<b>396,900</b>	<b>1.72</b>	<b>-</b>	<b>32,600</b>	<b>3.25</b>	<b>429,500</b>
<b>Idaho Museum of Natural History</b>												
Faculty	1.67	107,700	4,000	3,200	-	7,200	114,900	6.69	(0.67)	(47,000)	1.00	67,900
Adjunct Faculty	0.00	-	-	-	-	-	-	0.00	-	-	0.00	-
Executive/Administrative	0.00	-	-	-	-	-	-	0.00	-	-	0.00	-
Managerial/Professional	6.53	366,500	-	11,000	-	11,000	377,500	3.00	0.67	66,400	7.20	443,900
Classified	0.00	-	-	-	-	-	-	0.00	-	-	0.00	-
Teaching Assistant	0.00	-	-	-	-	-	-	0.00	-	-	0.00	-
Irregular Salaries	0.00	50,600	-	-	-	-	50,600	0.00	-	(50,600)	0.00	-
<b>Total</b>	<b>8.20</b>	<b>524,800</b>	<b>4,000</b>	<b>14,200</b>	<b>-</b>	<b>18,200</b>	<b>543,000</b>	<b>3.47</b>	<b>-</b>	<b>(31,200)</b>	<b>8.20</b>	<b>511,800</b>
<b>Family Medicine Residency</b>												
Faculty	2.35	489,500	-	14,700	-	14,700	504,200	3.00	-	108,300	2.35	612,500
Adjunct Faculty	0.00	-	-	-	-	-	-	0.00	-	-	0.00	-
Executive/Administrative	0.00	-	-	-	-	-	-	0.00	-	-	0.00	-
Managerial/Professional	16.95	1,084,100	-	32,500	-	32,500	1,116,600	3.00	2.00	119,900	18.95	1,236,500
Classified	2.00	75,600	-	2,300	-	2,300	77,900	3.04	-	2,900	2.00	80,800
Teaching Assistant	0.00	-	-	-	-	-	-	0.00	-	-	0.00	-
Irregular Salaries	0.00	96,400	-	-	-	-	96,400	0.00	-	-	0.00	96,400
<b>Total</b>	<b>21.30</b>	<b>1,745,600</b>	<b>-</b>	<b>49,500</b>	<b>-</b>	<b>49,500</b>	<b>1,795,100</b>	<b>2.84</b>	<b>2.00</b>	<b>231,100</b>	<b>23.30</b>	<b>2,026,200</b>

**UNIVERSITY OF IDAHO  
FY 2025 Budget Overview  
Appropriated Funds**

<b>FY 2024 Base Operating Budget</b>	<b>\$191,300,000</b>
Adjustments to Base from State General Funds:	
Benefits	\$ (574,700)
CEC	2,484,100
Enrollment Workload Adjustment	301,000
SWCAP and State ITS Billings	(469,700)
Line Item Funding: Operational Capacity Enhancement	2,139,100
Risk Management Transition to OSBE	(257,800)
<b>Total Adjustments from State General Funds</b>	<b>\$3,622,000</b>
 <b>Adjustments to Base from Tuition:</b>	 <b>\$ 3,596,100</b>
 <b>Adjustments to Base from Land Grant Endowments:</b>	 <b>\$ 381,900</b>
 <b>FY 2025 Base Operating Budget</b>	 <b>\$198,900,000</b>

The FY 2025 General Education operating budget totals \$198,900,000, an increase of \$7,600,000 or 4.0% over FY 2024. This increase is driven by additional state funding, year-over-year enrollment growth and tuition rate increases, and is supplemented by a partial release of contingency related to the multi-year transition to the official WUE calculation (included in the adjustments to base from tuition). In alignment with our sustainable budget model, the university assumed flat net fee paying enrollment from FY 2024 actuals to FY 2025 budget.

Major expense adjustments for FY 2025 include CEC (\$4.4M including related benefits) and university-wide sustainable budget model allocations based on FY 2024 tuition in excess of budget (\$1.0M). The Operational Capacity Enhancement will be used towards investments in our cybersecurity and healthcare profession programs as part of our focus on high-demand jobs. Remaining available funding will be used to cover increases in utilities and university computing.

As the university moves forward with its sustainable budget model, we will continue to focus on ensuring that all university resources are used in an effective manner to meet the strategic priorities of the university. The model provides the roadmap for setting the budget and for implementing resource allocations in a responsible manner that rewards performance which moves us towards our goals. Refinements to the model are ongoing as it is intended to be flexible and to evolve over time to ensure it continues to meet the needs of the institution.

**UNIVERSITY OF IDAHO**  
**Budget Distribution by Activity and Expense Class**  
 July 1, 2024 - June 30, 2025

	FY2024 Original Budget		FY2025 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
<b>Revenue by Source</b>						
1 State General Account - ongoing	\$105,504,500	55.15%	\$109,126,500	54.87%	\$3,622,000	3.43%
2 State General Account - one time	0	0.00%	0	0.00%	0	0.00%
3 HESF - one time	0	0.00%	0	0.00%	0	0.00%
4 State Endowments	14,480,100	7.57%	14,862,000	7.47%	381,900	2.64%
5 COVID Funds	0	0.00%	0	0.00%	0	0.00%
6 Student Tuition and Fees	71,315,400	37.28%	74,911,500	37.66%	3,596,100	5.04%
7 Total Operating Revenues	\$191,300,000	100.00%	\$198,900,000	100.00%	\$7,600,000	3.97%
<b>Expenses</b>						
<b>By Function:</b>						
8 Instruction	\$69,636,967	36.40%	\$74,320,487	37.37%	\$4,683,520	6.73%
9 Research	5,657,558	2.96%	6,061,877	3.05%	404,319	7.15%
10 Public Service	0	0.00%	0	0.00%	0	0.00%
11 Library	8,563,108	4.48%	8,718,669	4.38%	155,561	1.82%
12 Student Services	12,969,458	6.78%	13,414,999	6.74%	445,541	3.44%
13 Student Financial Aid	6,730,581	3.52%	6,834,799	3.44%	104,218	1.55%
14 Physical Plant	25,882,195	13.53%	26,620,108	13.38%	737,913	2.85%
15 Institutional Support	38,409,003	20.08%	38,772,908	19.49%	363,905	0.95%
16 Academic Support	18,595,084	9.72%	19,266,153	9.69%	671,069	3.61%
17 Auxiliaries	625,328	0.33%	590,000	0.30%	(35,328)	-5.65%
18 Athletics	4,230,718	2.21%	4,300,000	2.16%	69,282	1.64%
19 Total Bdgt by Function	\$191,300,000	100.00%	\$198,900,000	100.00%	\$7,600,000	3.97%
<b>20 By Expense Class:</b>						
21 Personnel Costs:						
22 Salaries:						
23 Faculty	\$49,236,036	25.74%	\$52,548,170	26.42%	\$3,312,134	6.73%
24 Executive/Admin	7,930,025	4.15%	8,152,769	4.10%	222,744	2.81%
25 Managerial/Prof	29,264,014	15.30%	31,603,146	15.89%	2,339,132	7.99%
26 Classified	21,934,969	11.47%	21,518,363	10.82%	(416,606)	-1.90%
27 Grad Assist	5,224,580	2.73%	5,381,317	2.71%	156,737	3.00%
28 Irregular Help	1,576,936	0.82%	1,598,906	0.80%	21,970	1.39%
29 Total Salaries	\$115,166,560	60.20%	\$120,802,671	60.74%	\$5,636,111	4.89%
30 Personnel Benefits	39,540,080	20.67%	41,178,803	20.70%	1,638,723	4.14%
31 Total Pers Costs	\$154,706,640	80.87%	\$161,981,474	81.44%	\$7,274,834	4.70%
32 Operating Expense:						
33 Travel	\$917,528	0.48%	\$1,030,007	0.52%	112,479	12.26%
34 Utilities & Debt Service	8,868,793	4.64%	9,465,477	4.76%	596,684	6.73%
35 Insurance	2,139,331	1.12%	2,017,531	1.01%	(121,800)	-5.69%
36 Other Oper. Exp	20,190,101	10.55%	19,928,926	10.02%	(261,175)	-1.29%
37 Total Oper. Exp	\$32,115,753	16.79%	\$32,441,941	16.31%	\$326,188	1.02%
38 Capital Outlay:						
39 Depart Equipment	\$470,104	0.25%	\$469,082	0.24%	(1,022)	-0.22%
40 Library Acquisitions	4,007,503	2.09%	4,007,503	2.01%	0	0.00%
41 Total Cap Outlay	\$4,477,607	2.34%	\$4,476,585	2.25%	(\$1,022)	-0.02%
42 Tot Bdgt by Exp Class	\$191,300,000	100.00%	\$198,900,000	100.00%	\$7,600,000	3.97%
43 One-time 27th Payroll (GF)	\$0		\$0		\$0	
44 One-time Capital Outlay	\$0		\$0		\$0	
45 Unallocated CEC / Target Positic	\$0		\$0		\$0	
46 Activity Total	\$191,300,000		\$198,900,000		\$7,600,000	3.97%
47 TOTAL FTE POSITIONS	1,359.99		1,352.54		(7.45)	-0.55%
48 Budget Deficit: Holdbacks	\$0		\$0			

**UNIVERSITY OF IDAHO**  
 Summary of Salary Changes for FY2025 by Employee Group

Institution/Agency by Group	FY2024 Budget Book		Annual Salary Process							Midyear Changes and Position Adjustments		FY2025 Budget Book		
	FTE	Salary Base	Promotion	Merit	Salary Adjustments		Total	Salary	% Incr	FTE	Salary Base	FTE	Salary	% Incr
					Equity/Other	ATB and Minimums *								
<b>General Education (U1)</b>														
Faculty	492.56	\$ 49,236,036	\$ 267,853	\$ 389,669	\$ 351,613	\$ 428,707	\$ 1,437,842	\$ 50,673,878	2.92%	(3.15)	1,874,292	489.41	\$ 52,548,170	6.73%
Executive/Administrative	41.96	7,930,025	-	141,543	41,549	69,114	252,206	8,182,231	3.18%	(2.81)	(29,462)	39.15	8,152,769	2.81%
Managerial/Professional	373.61	29,264,014	-	300,287	410,066	284,904	995,257	30,259,271	3.40%	15.63	1,343,875	389.24	31,603,146	7.99%
Classified	451.86	21,934,969	-	177,689	365,189	167,530	710,408	22,645,377	3.24%	(17.12)	(1,127,014)	434.74	21,518,363	-1.90%
Teaching Assistant	-	5,224,580	-	-	-	156,737	156,737	5,381,317	3.00%	-	-	-	5,381,317	3.00%
Irregular Help	-	1,576,936	-	-	-	-	-	1,576,936	0.00%	-	21,970	-	1,598,906	1.39%
<b>Total</b>	<b>#####</b>	<b>\$ 115,166,560</b>	<b>\$ 267,853</b>	<b>\$ 1,009,188</b>	<b>\$ 1,168,417</b>	<b>\$ 1,106,992</b>	<b>\$ 3,552,450</b>	<b>\$ 118,719,010</b>	<b>3.08%</b>	<b>(7.45)</b>	<b>\$ 2,083,661</b>	<b>1,352.54</b>	<b>\$ 120,802,671</b>	<b>4.89%</b>

**LEWIS-CLARK STATE COLLEGE**  
**FY2025 BUDGET OVERVIEW**  
**Appropriated Funds**

**2025 State Budget Overview**

**FY 2024 Base Operating Budget (excl. one-time) \$40,463,300**

**Adjustments to Base from State General Funds**

FY 2024 State Funds Base	\$21,760,500
Personnel Benefits	(\$181,000)
SWCAP	(\$116,500)
CEC	\$484,900
EWA	\$54,700
Occupational Capacity Enhancement	<u>\$440,200</u>
<b>FY 2025 Base State General Funds</b>	<b>\$22,442,800</b>

**Net Increase in Base State General Funds \$682,300**

**Adjustments to Base from Endowment Funds**

FY 2024 Endowment Funds	\$3,284,400
Normal School Endowment Fund Adjustment	<u>\$352,200</u>
<b>FY 2025 Base State Endowment Funds</b>	<b>\$3,636,600</b>

**Net Increase in Endowment Funds \$352,200**

**Adjustments to Base from Tuition Funds**

FY 2024 Tuition Base Budget	\$15,418,400
<b>FY 2025 Tuition Base Budget</b>	<b>\$15,700,900</b>

**Net Increase in Tuition Budget \$282,500**

**NET INCREASE IN ALL BASE FUNDS \$1,317,000**

**FY 2025 All Funds Base Budget \$41,780,300**

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**FY 2025 Operating Budget \$41,780,300**

<b>General Fund (53.72%)</b>	<b>\$22,442,800</b>
<b>Normal School Endowment (8.70%)</b>	<b>\$3,636,600</b>
<b>Tuition (37.58%)</b>	<b>\$15,700,900</b>

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The FY 2025 General Education operating budget totals \$41,780,300, an increase of \$1,317,000 over the FY 2024 operating budget of \$40,463,300. State General Fund appropriations increased by \$682,300 or 3.1% in ongoing funding. Change in employee compensation (CEC) accounted for \$484,900 of the increase.

Additionally, LC received new funding of \$440,200 for the Operational/Occupational Capacity Enhancement initiative. This funding will be used to increase LC's marketing budget, address some inflationary costs, cover the remaining occupancy expenses of the Schweitzer Career and Technical Education building, and support compensation initiatives. LC also saw an increase of \$54,700 in the enrollment workload adjustment (EWA) and a decrease of \$116,500 in SWCAP. State Endowment appropriations rose by \$352,200 compared to the FY 2024 funding level. Revenue from student tuition, adjusted for estimated FY 2024 enrollment, resulted in a net increase of \$282,500, and is primarily allocated for the cost of CEC.

For FY 2025, the college will continue its fiscally conservative approach, taking a measured pause before filling positions as we address challenges such as enrollment, the new FAFSA, and rising operational costs. We will strategically assess where to invest in positions to further the college's progress. Additionally, we will keep exploring ways to increase and diversify our revenue streams through program modifications and new offerings, which have contributed to maintaining stable enrollment.

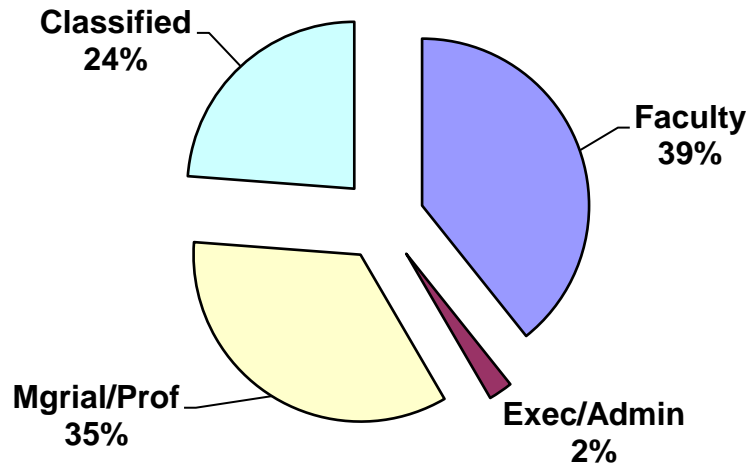
Overall, the FY 2025 budget is conservative and reflects a college-wide effort to align anticipated revenue with expenses. Given uncertain enrollment and current projections, the college has assumed flat net fee-paying enrollment from FY 2024 actuals to the FY 2025 budget. We will continue to ensure that all college resources are used effectively to meet the institution's strategic priorities.



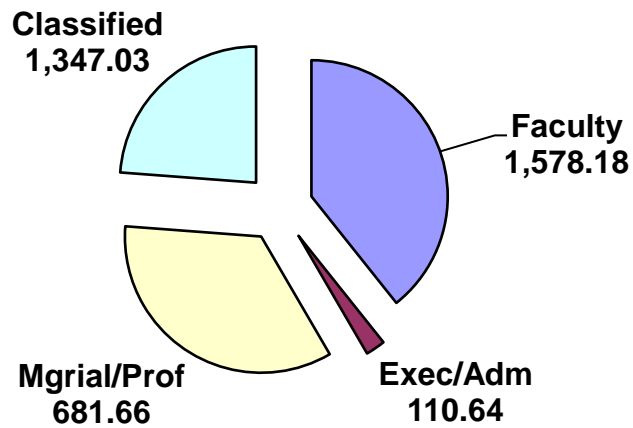
**LEWIS-CLARK STATE COLLEGE**  
**Budget Distribution by Activity and Expense Class**  
 July 1, 2024 - June 30, 2025

	FY2024 Original Budget		FY2025 Original Budget		Changes from Prior Year	
	Amount	% of Total	Amount	% of Total	Amount	% Chge
<b>Revenue by Source</b>						
1 State General Account - ongoing	\$21,760,500	53.78%	\$22,442,800	53.72%	\$682,300	3.14%
2 State General Account - one time		0.00%		0.00%	0	0.00%
3 HESF - one time		0.00%		0.00%	0	0.00%
4 State Endowments	3,284,400	8.12%	3,636,600	8.70%	352,200	10.72%
5 COVID Funds	0	0.00%	0	0.00%	0	0.00%
6 Student Tuition and Fees	15,418,400	38.10%	15,700,900	37.58%	282,500	1.83%
7 Total Operating Revenues	\$40,463,300	100.00%	\$41,780,300	100.00%	\$1,317,000	3.25%
<b>Expenses</b>						
<b>By Function:</b>						
8 Instruction	\$17,141,968	42.36%	\$17,147,001	41.04%	\$5,033	0.03%
9 Research	85,103	0.21%	77,915	0.19%	(7,188)	-8.45%
10 Public Service	240,016	0.59%	213,090	0.51%	(26,926)	-11.22%
11 Library	880,821	2.18%	930,941	2.23%	50,120	5.69%
12 Student Services	4,216,352	10.42%	4,355,385	10.42%	139,033	3.30%
13 Student Financial Aid	995,600	2.46%	995,600	2.38%	0	0.00%
14 Physical Plant	4,274,461	10.56%	4,340,190	10.39%	65,729	1.54%
15 Institutional Support	7,080,940	17.50%	7,772,381	18.60%	691,441	9.76%
16 Academic Support	3,695,622	9.13%	3,953,520	9.46%	257,898	6.98%
17 Auxiliaries	11,400	0.03%	37,509	0.09%	26,109	229.03%
18 Athletics	1,841,017	4.55%	1,956,768	4.68%	115,751	6.29%
19 Total Bdgt by Function	\$40,463,300	100.00%	\$41,780,300	100.00%	\$1,317,000	3.25%
<b>20 By Expense Class:</b>						
21 Personnel Costs:						
22 Salaries:						
23 Faculty	\$10,758,822	26.59%	\$10,591,674	25.35%	(\$167,148)	-1.55%
24 Executive/Admin	\$1,846,059	4.56%	\$1,946,217	4.66%	100,158	5.43%
25 Managerial/Prof	\$7,089,293	17.52%	\$7,761,985	18.58%	672,692	9.49%
26 Classified	\$2,761,723	6.83%	\$2,842,065	6.80%	80,342	2.91%
27 Grad Assist		0.00%		0.00%	0	0.00%
28 Irregular Help	495,490	1.22%	514,276	1.23%	18,786	3.79%
29 Total Salaries	\$22,951,387	56.72%	\$23,656,217	56.62%	\$704,830	3.07%
30 Personnel Benefits	9,322,699	23.04%	9,345,350	22.37%	22,651	0.24%
31 Total Pers Costs	\$32,274,086	79.76%	\$33,001,567	78.99%	\$727,481	2.25%
32 Operating Expense:						
33 Travel	\$0	0.00%	\$0	0.00%	0	0.00%
34 Utilities	1,131,500	2.80%	1,131,500	2.71%	0	0.00%
35 Insurance	217,900	0.54%	217,900	0.52%	0	0.00%
36 Other Oper. Exp	6,390,714	15.79%	6,980,233	16.71%	589,519	9.22%
37 Total Oper. Exp	\$7,740,114	19.13%	\$8,329,633	19.94%	\$589,519	7.62%
38 Capital Outlay:						
39 Depart Equipment	\$86,100	0.21%	\$86,100	0.21%	0	0.00%
40 Library Acquisitions	363,000	0.90%	363,000	0.87%	0	0.00%
41 Total Cap Outlay	\$449,100	1.11%	\$449,100	1.07%	\$0	0.00%
42 Tot Bdgt by Exp Class	\$40,463,300	100.00%	\$41,780,300	100.00%	\$1,317,000	3.25%
43 One-time 27th Payroll (GF)	\$0		\$0		0	
44 One-time Capital Outlay	\$0		\$0		0	
45 Unallocated CEC + Target Positio	\$0		\$0		0	
46 Activity Total	\$40,463,300		\$41,780,300		\$1,317,000	3.25%
47 TOTAL FTE POSITIONS	339.99		341.68		1.69	0.50%
47 Budget Deficit - reserve funds	\$0		\$0			

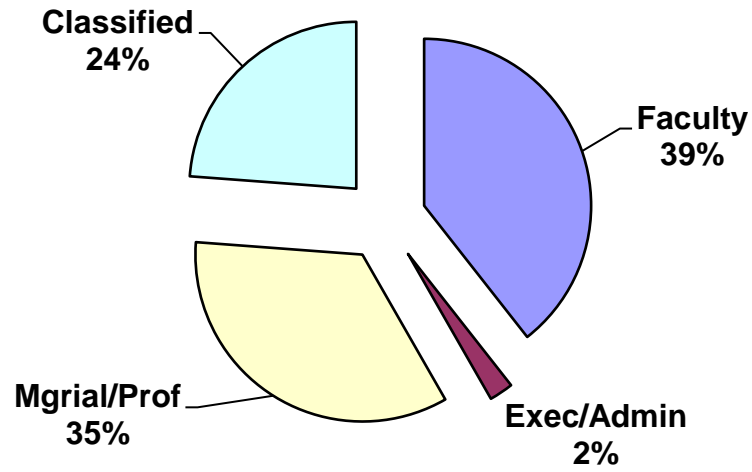
### College & Universities FY25 Budgeted Positions by Type - % of Total



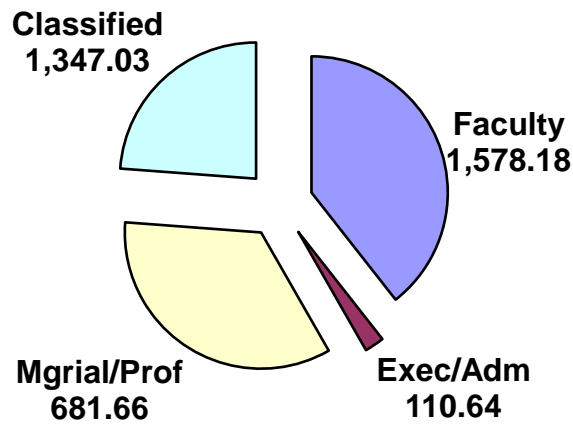
### College & Universities FY25 Budgeted Positions by Type - FTP



### College & Universities FY25 Budgeted Positions by Type - % of Total



### College & Universities FY25 Budgeted Positions by Type - FTP



**COLLEGE & UNIVERSITIES**  
**Operating Budget Personnel Costs Summary**  
**July 1, 2024 - June 30, 2025**

Classification	FY2024 Original Budget				FY2025 Original Budget			
	FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total
<b>BOISE STATE UNIVERSITY</b>								
1 Faculty	829.18	\$82,084,307	\$26,029,233	\$108,113,540	808.88	\$83,355,962	\$26,383,978	\$109,739,940
2 Executive/Administrative	29.07	5,540,268	1,539,328	7,079,596	29.99	6,302,494	1,681,255	7,983,749
3 Managerial/Professional	800.05	58,925,920	20,897,647	79,823,567	827.45	62,403,080	23,280,954	85,684,034
4 Classified	310.17	13,580,910	7,145,365	20,726,275	292.62	13,251,644	6,855,482	20,107,126
5 Irregular Help		647,184	120,000	767,184		1,274,687	114,722	1,389,409
6 Graduate Assistants		5,636,692	225,000	5,861,692		5,283,464	211,339	5,494,803
7 TOTAL	1,968.47	\$166,415,281	\$55,956,573	\$222,371,854	1,958.94	\$171,871,331	\$58,527,730	\$230,399,061
8	Number of New Positions				(9.53)			
9								
10								
<b>IDAHO STATE UNIVERSITY</b>								
12 Faculty	496.28	\$44,284,800	\$15,304,900	\$59,589,700	493.24	\$46,198,300	\$14,030,800	\$60,229,100
13 Executive/Administrative	30.32	6,023,100	2,344,000	8,367,100	29.83	6,076,700	2,369,900	8,446,600
14 Managerial/Professional	346.95	25,026,200	9,883,500	34,909,700	350.85	25,655,100	10,005,400	35,660,500
15 Classified	379.02	14,517,400	8,575,200	23,092,600	370.11	14,945,300	8,967,200	23,912,500
16 Irregular Help		4,265,000	477,800	4,742,800		4,912,300	515,800	5,428,100
17 Graduate Assistants		3,397,800	219,200	3,617,000		3,496,200	87,400	3,583,600
18 TOTAL	1,252.57	\$97,514,300	\$36,804,600	\$134,318,900	1,244.03	\$101,283,900	\$35,976,500	\$137,260,400
19	Number of New Positions				(8.54)			
20								
21								
<b>UNIVERSITY OF IDAHO</b>								
23 Faculty	492.56	\$49,236,036	\$15,263,170	\$64,499,206	489.41	\$52,548,170	\$16,657,774	\$69,205,944
24 Executive/Administrative	41.96	7,930,025	2,870,226	10,800,251	39.15	8,152,769	2,950,190	11,102,959
25 Managerial/Professional	373.61	29,264,014	12,086,040	41,350,054	389.24	31,603,146	12,672,858	44,276,004
26 Classified	451.86	21,934,969	9,059,142	30,994,111	434.74	21,518,363	8,628,862	30,147,225
27 Irregular Help		1,576,936	130,888	1,707,824		1,598,906	161,493	1,760,399
28 Graduate Assistants		5,224,580	130,614	5,355,194		5,381,317	107,626	5,488,943
29 TOTAL	1,359.99	\$115,166,560	\$39,540,080	\$154,706,640	1,352.54	\$120,802,671	\$41,178,803	\$161,981,474
30	Number of New Positions				(7.45)			
31								
32								
<b>LEWIS CLARK STATE COLLEGE</b>								
34 Faculty	137.76	\$10,758,822	\$3,926,228	\$14,685,050	132.50	\$10,591,674	\$3,814,652	\$14,406,326
35 Executive/Administrative	14.62	1,846,059	578,352	2,424,411	14.76	1,946,217	595,787	2,542,004
36 Managerial/Professional	119.37	7,089,293	3,231,774	10,321,067	126.30	7,761,985	3,334,574	11,096,559
37 Classified	68.24	2,761,723	1,542,643	4,304,366	68.12	2,842,065	1,556,418	4,398,483
38 Irregular Help		495,490	43,702	539,192		514,276	43,919	558,195
39 Graduate Assistants		0	0	0		0	0	0
40 TOTAL	339.99	\$22,951,387	\$9,322,699	\$32,274,086	341.68	\$23,656,217	\$9,345,350	\$33,001,567
41	Number of New Positions				1.69			
42								
43								
<b>TOTAL COLLEGE &amp; UNIVERSITIES</b>								
45 Faculty	1,955.78	\$186,363,965	\$60,523,531	\$246,887,496	1,924.03	\$192,694,106	\$60,887,204	\$253,581,310
46 Exec/Admin	115.97	21,339,452	7,331,906	28,671,358	113.73	22,478,180	7,597,132	30,075,312
47 Mgrial/Prof	1,639.98	120,305,427	46,098,961	166,404,388	1,693.84	127,423,311	49,293,786	176,717,097
48 Classified	1,209.29	52,795,002	26,322,350	79,117,352	1,165.59	52,557,372	26,007,962	78,565,334
49 Irregular Help	0.00	6,984,610	772,390	7,757,000	0.00	8,300,169	835,934	9,136,103
50 Graduate Assistants	0.00	14,259,072	574,814	14,833,886	0.00	14,160,981	406,365	14,567,346
51 TOTAL	4,921.02	\$402,047,528	\$141,623,952	\$543,671,480	4,897.19	\$417,614,119	\$145,028,383	\$562,642,502
52	Number of New Positions				(23.83)			

**Idaho Division of Career Technical Education  
Postsecondary Career Technical Education  
Appropriated Funds – FY 2025**

The legislature appropriates funds to the Idaho Division of Career Technical Education (Division) for the administration and management of Idaho's career technical education system. The Division is responsible for secondary and postsecondary career technical education and adult programs, courses, workforce training, and other related services. Adult programs include adult education programs with Idaho correctional facilities, fire service training, hazardous material training, motorcycle training (housed at CSI), general educational development (GED), Centers for New Directions, and Workforce Training Centers at our technical colleges. Secondary programs are delivered through each of Idaho's local education agencies starting in grade 7 and going through grade 12. Pursuant to IDAPA 08.02.03 all secondary schools (middle schools/junior high schools and high schools) are required to offer career technical education. Postsecondary career technical education programs are delivered through Idaho's technical college system. The six technical colleges are housed at Idaho's four community colleges and Lewis-Clark State College and Idaho State University. In addition to the programs listed, the Division is responsible for the administration of the federal Perkins V program and Adult Education programs tied to the Workforce Innovation and Opportunity Act (WIOA). Perkins V covers both secondary and postsecondary programs and makes up the bulk of the federal funding received by the Division. The Division works cooperatively with the Workforce Development Council and the Idaho Division of Vocation Rehabilitation in fulfilling Idaho's responsibilities under WIOA as well as administering other aspects of Idaho's career technical education system.

The Division's appropriation is divided into five budget units:

- Administration
- Secondary and General Programs
- Technical College Programs
- Educator Services
- Related Programs
- Other Services

In addition to the general funds appropriated by the legislature, the Division receives revenue for the administration of related programs from the following dedicated funds: Hazardous Materials/Waste Enforcement Fund; Miscellaneous Revenue Fund; Displaced Homemaker Fund and Motorcycle Safety Program Fund. The monies from the Hazardous Materials, Displaced Homemakers, and Motorcycle Safety are restricted in use. The Miscellaneous Revenue Funds are made up from registration fees from the Division's annual summer conference and those monies go back into providing the annual conference.

The operating budgets for the technical colleges are derived from the general fund appropriation under technical college programs and is made up 90.5% personnel cost and 509.14 FTP with the remaining 9.5% for operating expenditures.

**Idaho Division of Career Technical Education**  
By Appropriation Unit, Account Category and Fund

	FY 2025	FY 2024	% Inc/-Dcr
<b>EDEA - Administration</b>			
By Account Category			
50 Personnel Costs	\$2,367,700.00	\$1,936,600.00	22.26%
55 Operating Expenditures	\$749,200.00	\$407,000.00	84.08%
60 Capital Outlay	\$15,000.00	\$11,400.00	31.58%
Total	\$3,131,900.00	\$2,355,000.00	32.99%
By Fund			
10000 General Fund	\$3,111,900.00	\$2,335,000.00	33.27%
34800 Federal Grants	\$20,000.00	\$20,000.00	0.00%
Total	\$3,131,900.00	\$2,355,000.00	32.99%
<b>EDEB - Secondary and General</b>			
By Account Category			
50 Personnel Costs	\$1,994,900.00	\$1,951,300.00	2.23%
55 Operating Expenditures	\$542,000.00	\$542,000.00	0.00%
60 Capital Outlay	\$0.00	\$0.00	
70 Trustee and Benefit Payments	\$23,018,400.00	\$33,018,400.00	-30.29%
Total	\$25,555,300.00	\$35,511,700.00	-28.04%
By Fund			
10000 General Fund	\$16,492,100.00	\$16,465,000.00	0.16%
32300 In Demand Career Fund	\$5,000,000.00	\$15,000,000.00	-66.67%
34800 Federal Grants	\$4,038,200.00	\$4,021,700.00	0.41%
34900 Miscellaneous Revenue	\$25,000.00	\$25,000.00	0.00%
Total	\$25,555,300.00	\$35,511,700.00	-28.04%
<b>EDEC - Technical Colleges</b>			
By Account Category			
50 Personnel Costs	\$49,286,800.00	\$47,919,800.00	2.85%
55 Operating Expenditures	\$5,200,300.00	\$5,200,300.00	0.00%
60 Capital Outlay		\$42,300.00	-100.00%
70 Trustee and Benefit Payments	\$2,685,500.00	\$7,685,500.00	-65.06%
Total	\$57,172,600.00	\$60,847,900.00	-6.04%
By Fund			
10000 General Fund	\$54,487,100.00	\$53,162,400.00	2.49%
32300 In Demand Career Fund		\$5,000,000.00	-100.00%
34800 Federal Grants	\$2,685,500.00	\$2,685,500.00	0.00%
Total	\$57,172,600.00	\$60,847,900.00	-6.04%
<b>EDED - Educator Services</b>			
By Account Category			
50 Personnel Costs	\$958,100.00	\$595,400.00	60.92%
55 Operating Expenditures	\$509,100.00	\$509,100.00	0.00%
60 Capital Outlay		\$3,800.00	-100.00%
70 Trustee and Benefit Payments	\$702,500.00	\$702,500.00	0.00%
Total	\$2,169,700.00	\$1,810,800.00	19.82%
By Fund			
10000 General Fund	\$1,894,700.00	\$1,535,800.00	23.37%
34900 Miscellaneous Revenue	\$275,000.00	\$275,000.00	0.00%
Total	\$2,169,700.00	\$1,810,800.00	19.82%

EDEJ - Related Programs

By Account Category

50 Personnel Costs	\$1,119,100.00	\$1,073,200.00	4.28%
55 Operating Expenditures	\$278,100.00	\$243,600.00	14.16%
60 Capital Outlay		\$442,400.00	-100.00%
70 Trustee and Benefit Payments	\$5,189,800.00	\$6,012,200.00	-13.68%
Total	\$6,587,000.00	\$7,771,400.00	-15.24%

By Fund

10000 General Fund	\$3,168,100.00	\$3,011,100.00	5.21%
21800 Displaced Homemaker	\$170,000.00	\$170,000.00	0.00%
27400 Hazardous Materials	\$67,800.00	\$67,800.00	0.00%
34800 Federal Grants	\$3,166,100.00	\$4,507,500.00	-29.76%
34900 Miscellaneous Revenue	\$15,000.00	\$15,000.00	0.00%
Total	\$6,587,000.00	\$7,771,400.00	-15.24%

EDEK- Other Services (Continous Appropriation per IC 33-4904)

By Account Category

70 Trustee and Benefit Payments	\$2,133,000.00	\$546,000.00	0.00%
Total			

By Fund

31901 Motorcycle Safety Training	\$2,133,000.00	\$546,000.00	0.00%
Total			

All Functions

By Account Category

50 Personnel Costs	\$55,726,600.00	\$53,476,300.00	4.21%
55 Operating Expenditures	\$7,278,700.00	\$6,902,000.00	5.46%
60 Capital Outlay	\$15,000.00	\$499,900.00	-97.00%
70 Trustee and Benefit Payments	\$33,729,200.00	\$47,418,600.00	-28.87%
Total	\$96,749,500.00	\$108,296,800.00	-10.66%

By Fund

10000 General Fund	\$79,153,900.00	\$76,509,300.00	3.46%
32300 In Demand Career Fund	\$5,000,000.00	\$20,000,000.00	-75.00%
21800 Displaced Homemaker	\$170,000.00	\$170,000.00	0.00%
27400 Hazardous Materials	\$67,800.00	\$67,800.00	0.00%
34800 Federal Grants	\$9,909,800.00	\$11,234,700.00	-11.79%
34900 Miscellaneous Revenue	\$315,000.00	\$315,000.00	0.00%
31901 Motorcycle Safety Training	\$2,133,000.00	\$546,000.00	290.66%
Total	\$96,749,500.00	\$108,842,800.00	-11.11%

**University of Idaho**  
**FY2025 Budget Overview**  
**Agricultural Research and Extension Service**

In FY2025, the Agricultural Research and Extension Service (ARES) Appropriation increased 3.5% from the original FY2024 appropriation, including \$846,300 for Changes in Employee Compensation, and \$142,000 from the State Fiscal Recovery fund to provide adult computer literacy training throughout Idaho.

The following enhancement items were requested and appropriated for FY2025 to support program development at the Research and Extension Centers:

- Funding for 2 FTP and \$322,200 for:
  - Irrigation Specialist – Soil and Water Systems Research Faculty-Extension Specialist at the Kimberly center to support the growing agricultural industry focused on efficient and data-driven irrigation systems and water management systems.
  - Forestry Specialist - Forestry Research Faculty-Extension Specialist to provide research-based industry-standard information and expertise to business owners and landowners to implement best management practices (BMPs) in forest management, business planning, safety, and training.

In addition, the Agricultural Research and Extension Service (ARES) received ongoing support of \$232,600 for the operations at the new Parma Plant and Soil Health Center.

With the support of the ARES appropriation, the University of Idaho’s College of Agricultural and Life Sciences will continue to serve the needs of the citizens and stakeholders of Idaho.



**UNIVERSITY OF IDAHO  
 AVAILABILITY AND ALLOCATION OF FUNDS FOR FY2025  
 AGRICULTURAL RESEARCH AND EXTENSION SYSTEM**

1	<b><u>FUNDS AVAILABLE</u></b>	<b><u>FTE</u></b>	<b><u>AMOUNT</u></b>
2			
3	FY2024 Operating Budget Base	302.15	\$ 37,188,400
4	Adjustments: Reappropriation		
5	Adjustments: Fringe Benefit		\$ (232,500)
6	Adjustments: Adult Computer Literacy Progra		142,000
7			
8			-
9	Adjustments: FTP Additions	7.85	-
10	Adjustments: FTP Adjustment	-	
11	FY2025 Adjusted Budget Base	<u>310.00</u>	<u>\$ 37,097,900</u>
12			
13	Additional Funding for FY2025		
14	Change in Employee Compensation		\$ 846,300
	Irrigation & Forestry Faculty Positions		\$ 322,200
	Occupancy Costs: Parma Plant and Soil Health Funding		\$ 232,600
15			-
16	Total Additional Funding	<u>-</u>	<u>\$ 1,401,100</u>
17	Total Funds Available for FY2025	<u>310.00</u>	<u>\$ 38,499,000</u>
18			
19			
20	<b><u>ALLOCATION OF FUNDS</u></b>		
21			
22	FY2025 Adjusted Budget Base	302.15	\$ 37,097,900
23			
24	MCO Increases/Decreases to Budget Base		
25	Replacement items		\$ -
26	Inflationary Adjustments		\$ -
27	Benefit Costs		\$ -
28	Change in Employee Compensation		\$ 846,300
29			
30	Total MCO Increases/Decreases	-	<u>\$ 846,300</u>
31			
32	Enhancements to Budget Base		
33	Irrigation & Forestry Faculty Positions		322,200
34	Occupancy Costs: Parma Plant and Soil Health	-	\$ 232,600
35	FTE Increase	7.85	
36			
37	Total Enhancements	<u>7.85</u>	<u>\$ 554,800</u>
38			
39	Total Increases	<u>7.85</u>	<u>\$ 1,401,100</u>

40

41 FY2025 Operating Budget

310.00

\$ 38,499,000

AGRICULTURAL RESEARCH & EXTENSION SERVICE

Operating Budget Personnel Costs Summary

July 1, 2024 - June 30, 2025

Classification	FY2024 Operating Budget				FY2025 Operating Budget			
	FTE	Salaries	Benefits	Total	FTE	Salaries	Benefits	Total
ARES								
Faculty	169.35	\$ 15,471,451	\$ 4,800,785	\$ 20,272,236	167.99	\$ 15,489,842	\$ 4,906,031	\$ 20,395,873
Executive/Administrative	2.57	\$ 577,375	\$ 178,986	\$ 756,362	2.52	\$ 576,090	\$ 182,620	\$ 758,710
Managerial/Professional	40.75	\$ 3,195,629	\$ 1,319,795	\$ 4,515,423	42.41	\$ 3,434,409	\$ 1,377,198	\$ 4,811,607
Classified	87.48	\$ 4,279,619	\$ 1,767,482	\$ 6,047,101	92.08	\$ 4,671,978	\$ 1,873,463	\$ 6,545,441
Irregular Help		\$ 404,377	\$ 33,563	\$ 437,940		\$ 404,377	\$ 40,842	\$ 445,219
Graduate Assistants		\$ 505,500	\$ 12,638	\$ 518,138		\$ 507,500	\$ 10,150	\$ 517,650
<b>TOTAL General Fund</b>	<b>298.15</b>	<b>\$24,433,951</b>	<b>\$8,113,249</b>	<b>\$32,547,200</b>	<b>305.00</b>	<b>\$25,084,195</b>	<b>\$8,390,305</b>	<b>\$33,474,500</b>
	Personnel Cost per FY2024 General Fund <b>\$32,547,200</b>				Personnel Cost per FY2025 General Fund <b>\$33,474,500</b>			
	Variation \$0				Variation \$0			

## HEALTH EDUCATION PROGRAMS

## FY 2025 Operating Budget

	FY 2024 BUDGET	FY 2025 BUDGET	PERCENT of CHANGE	
<b>1</b>				
<b>2 By Program:</b>				
<b>3</b>	Boise Internal Medicine Residency	1,171,000	1,231,000	5.12%
<b>4</b>	Eastern Idaho Medical Residencies	2,765,000	3,005,000	8.68%
<b>5</b>	Family Medicine Residencies	7,288,600	7,510,600	3.05%
<b>6</b>	Idaho Dental Education Program	2,196,900	2,244,400	2.16%
<b>7</b>	Psychiatry Residency	837,800	837,800	0.00%
<b>8</b>	University of Utah Medical Education	2,825,900	2,964,200	4.89%
<b>9</b>	WIMU Veterinary Education	2,844,400	2,893,300	1.72%
<b>10</b>	WWAMI Medical Education	7,285,500	7,518,400	3.20%
<b>11</b>	<b>Total Programs</b>	<b>27,215,100</b>	<b>28,204,700</b>	3.64%
<b>12 By Fund Source:</b>				
<b>13</b>	General Fund	26,845,500	27,830,000	3.67%
<b>14</b>	Student Fee Revenue	369,600	374,700	1.38%
<b>15</b>	<b>Total Funds</b>	<b>27,215,100</b>	<b>28,204,700</b>	3.64%
<b>16 By Expenditure Classification:</b>				
<b>17</b>	Personnel Costs	5,615,200	5,842,700	4.05%
<b>18</b>	Operating Expenditures	2,856,700	2,893,000	1.27%
<b>19</b>	Capital Outlay	5,500	5,500	0.00%
<b>20</b>	Trustee & Benefits	18,737,700	19,463,500	3.87%
<b>21</b>	Lump Sum	0	0	0.00%
<b>22</b>	<b>Total Expenditures</b>	<b>27,215,100</b>	<b>28,204,700</b>	3.64%
<b>23</b>	<b>Full Time Position</b>	<b>44.65</b>	<b>46.65</b>	4.48%

**24 Budget Overview**

The FY 2025 budget for Health Education Programs reflects a 3.64% increase, including contract inflation totaling \$684.9K, a 1% change in employee compensation (CEC) for all employees and a 2% CEC based on merit, and a decrease in health insurance from \$13,750 to \$13,000 annually. Enhancements included \$60,000 for a new Internal Medicine Resident at Boise Internal Medicine and \$240,000 for four new residents at Eastern Idaho Regional Medical Center. Family Medicine Residencies (FMR) received \$60,000 for a new resident in the Coeur d'Alene area and \$120,000 and 2 FTE for two new residents at ISU FMR.

**SPECIAL PROGRAMS**  
**FY 2025 Operating Budget**

	<b>FY 2024 BUDGET</b>	<b>FY 2025 BUDGET</b>	<b>PERCENT of CHANGE</b>
1			
2 <b>By Program:</b>			
3 Forest Utilization Research	1,599,500	1,652,600	3.32%
4 Geological Survey	1,294,000	1,336,100	3.25%
5 Scholarships and Grants:			
6 Idaho Promise Scholarship - A			0.00%
7 Atwell Parry Work Study Program	1,186,000	1,186,000	0.00%
8 Rural Educator Incentive Program	2,025,400	2,775,000	37.01%
9 Armed Forces/Public Safety Officers	200,000	200,000	0.00%
10 Scholarships Program Manager	104,000	105,300	1.25%
11 Opportunity Scholarship	20,777,300	20,777,300	0.00%
12 Postsecondary Credit Scholarship	1,000,000	1,000,000	0.00%
13 GEARUP Scholarship	4,505,100	4,505,100	0.00%
14 Total Scholarships and Grants	29,797,800	30,548,700	2.52%
15 Museum of Natural History	722,700	748,700	3.60%
16 Small Business Development Centers	1,050,900	1,101,600	4.82%
17 TechHelp	420,700	443,700	5.47%
18 <b>Total Programs</b>	<b>34,885,600</b>	<b>35,831,400</b>	2.71%
19 <b>By Fund Source:</b>			
20 General Fund	29,138,000	30,083,600	3.25%
21 Miscellaneous Funds	1,000,000	1,000,000	0.00%
22 Federal Funds	4,747,600	4,747,800	0.00%
23 <b>Total Funds</b>	<b>34,885,600</b>	<b>35,831,400</b>	2.71%
24 <b>By Expenditure Classification:</b>			
25 Personnel Costs	4,880,400	5,068,400	3.85%
26 Operating Expenditures	332,000	345,100	3.95%
27 Capital Outlay	4,900	0	0.00%
28 Trustee/Benefit or Lump Sum Payments	29,668,300	30,417,900	2.53%
29 <b>Total Expenditures</b>	<b>34,885,600</b>	<b>35,831,400</b>	2.71%
30 <b>Full Time Position</b>	<b>48.79</b>	<b>50.07</b>	2.62%

**Budget Overview**

The FY 2025 budget for Special Programs reflects a 2.71% increase including a 1% change in employee compensation (CEC) for all employees and a 2% CEC based on merit, and a decrease in health insurance from \$13,750 to \$13,000 annually. Forest Utilization Research received \$26K and .5 FTE for a new Administrative Specialist, Idaho Geological Survey received \$17.9K to fund .19 FTE for a new Database Manager, Museum of Natural History received \$20.6K for operating budget increase, Scholarship and Grants received an additional \$749.6K for the Rural Educator Incentive program, Small Business Development Centers received an additional \$30.7K and .5 FTE for the Rural Business Consultant, and TechHelp received \$12.6K and .09 FTE for a Studio Director position.

**FY2025 AGENCY CAPITAL REQUESTS**

<b>AGENCY / INSTITUTION</b>	<b>PREVIOUSLY PROVIDED FUNDING</b>	<b>PBFAC RECOMMEND/ APPROP</b>	<b>CURRENT AGENCY REQUESTS</b>	<b>TOTAL PROJECT COST</b>	<b>AGENCY FUNDS</b>	<b>AGENCY PRIORITY</b>
<b>EDUCATION, STATE BOARD OF</b>						
<b>BOISE STATE UNIVERSITY</b>						
MCMR (Bldg 393) Third Floor Labs Buildout			6,000,000	8,000,000	2,000,000	1
New Science Research Bldg (Supplemental Funding)	17,936,000	13,000,000	15,000,000	120,000,000	87,064,000	2
Riverfront Hall (Bldg 034) Remodel			15,000,000	19,500,000	4,500,000	3
<b>SUBTOTAL</b>	<b>17,936,000</b>	<b>13,000,000</b>	<b>36,000,000</b>	<b>147,500,000</b>	<b>93,564,000</b>	
<b>IDAHO STATE UNIVERSITY</b>						
New Life Science Bldg			104,000,000	104,000,000		1
PAS Expansion & Colocation		9,568,100	7,000,000	12,500,000	5,500,000	2
<b>SUBTOTAL</b>	<b>0</b>	<b>9,568,100</b>	<b>111,000,000</b>	<b>116,500,000</b>	<b>5,500,000</b>	
<b>UNIVERSITY OF IDAHO</b>						
Meat Science & Innovation Center	3,000,000	2,000,000	2,000,000	14,100,000	9,100,000	1
McCall K-12 STEM Education Campus Improvement	4,000,000	2,000,000	2,000,000	12,000,000	6,000,000	2
Joint ROTC Facility & Nez Perce Neighborhood Improvements			9,000,000	10,000,000	1,000,000	3
West Campus Transportation Infrastructure & Parking Improvements			5,000,000	5,000,000		4
<b>SUBTOTAL</b>	<b>7,000,000</b>	<b>4,000,000</b>	<b>18,000,000</b>	<b>41,100,000</b>	<b>16,100,000</b>	
<b>COLLEGE OF EASTERN IDAHO</b>						
Campus Ring Road & Parking Expansion			3,500,000	3,500,000		1
<b>SUBTOTAL</b>	<b>0</b>		<b>3,500,000</b>	<b>3,500,000</b>	<b>0</b>	
<b>COLLEGE OF SOUTHERN IDAHO</b>						
Shields Academic Bldg Renovation			21,000,000	21,000,000		1
<b>SUBTOTAL</b>	<b>0</b>		<b>21,000,000</b>	<b>21,000,000</b>	<b>0</b>	
<b>COLLEGE OF WESTERN IDAHO</b>						
Health Science Bldg, Core & Shell Build Out			2,350,000	2,850,000	500,000	1
Health Science Bldg, Ph 2			8,000,000	10,000,000	2,000,000	2
<b>SUBTOTAL</b>	<b>0</b>		<b>10,350,000</b>	<b>12,850,000</b>	<b>2,500,000</b>	
<b>LEWIS-CLARK STATE COLLEGE</b>						
Wittman Complex / Mechanical Tech Bldg System Updates		6,115,000	6,115,200	6,115,200		1
Sam Glenn Complex Remodel			4,733,400	4,733,400		2
<b>SUBTOTAL</b>	<b>0</b>	<b>6,115,000</b>	<b>10,848,600</b>	<b>10,848,600</b>	<b>0</b>	
<b>NORTH IDAHO COLLEGE</b>						
POST & Emergency Responder Training Facility			12,000,000	12,000,000		1
<b>SUBTOTAL</b>	<b>0</b>		<b>12,000,000</b>	<b>12,000,000</b>	<b>0</b>	
<b>IDAHO EDUCATIONAL SERVICES FOR THE DEAF AND BLIND</b>						
Residential Cottages		6,000,000	7,100,000	7,100,000		1
Bus Storage Barn		1,000,000	1,060,000	1,060,000		2
<b>SUBTOTAL</b>	<b>0</b>	<b>7,000,000</b>	<b>8,160,000</b>	<b>8,160,000</b>	<b>0</b>	
<b>TOTAL SBE:</b>	<b>24,936,000</b>	<b>39,683,100</b>	<b>230,858,600</b>	<b>373,458,600</b>	<b>117,664,000</b>	

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**SUBJECT**

Agency Heads Compensation and Chief Executive Officers Contract Terms

**APPLICABLE STATUTES, RULE OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section I.E.2.d. and e.

Idaho Code §§ 33-102A, 33-2205, 33-2303, 33-2806, 33-3006, 33-3106, and 33-4005

**BACKGROUND/DISCUSSION**

On April 16, 2024, the Governor's Office communicated to Agency Heads regarding Annual Performance Evaluations. The Governor's Office stated they had modernized the review process which was described to be two part:

- 1) A self-evaluation form for Agency Heads to review their key accomplishments during the 2023-2024 review period and propose strategic goals for the upcoming review period.
- 2) A performance evaluation form for the Governor's Office staff to evaluate the Agency Head's performance and to establish strategic goals for the upcoming review period.

The evaluation timeline was as follows:

- Self-evaluations were to be completed by April 30, 2024. Agency Heads were instructed to access the self-evaluation form and complete their key accomplishments and proposed strategic goals for the upcoming review period, in consultation with their Board chair as appropriate.
- Governor's Office staff were to review the self-evaluation forms, complete their performance evaluation, and finalize the strategic goals for the upcoming review period, in consultation with the Agency Heads by May 17, 2024.
- Governor's Office staff were to meet with the Agency Heads to deliver their final performance evaluations by May 31, 2024.

Agency Heads' salaries are entered into the state payroll system based on the equivalent hourly amount. The Board's consideration of salary changes at this time will allow for any approved changes to be entered into the state payroll system prior to the start of the payroll fiscal year.

Contracts for the presidents of Boise State University, Idaho State University, Lewis-Clark State College, and the University of Idaho are established by the State Board of Education pursuant to Board Policy I.E.2.e.i, which provides that "Each chief executive officer's annual compensation shall be set and approved by the Board." The Board will be conducting annual reviews of the four (4)

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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college/university presidents on June 11, 2024 and recommendations will be presented at the regularly scheduled Board meeting on June 12-13, 2024.

**IMPACT**

Approval of the proposed salaries will allow staff to enter the salaries for FY 2025 into the state payroll system.

**STAFF COMMENTS AND RECOMMENDATIONS**

Board Policy I.E.2.d. provides that “Agency Heads are evaluated by the Executive Director annually, who makes recommendations to the Board with respect to compensation and employment actions. Final decisions with respect to compensation and employment actions with regard to chief executive officers are made by the Board.” Over the past several years this Board policy has been superseded by Governor’s Office processes as outlined above whereby agency heads under the Board are now evaluated and their compensation is set by the Governor’s Office. Therefore, this Board policy needs to be amended to reflect this new process and practice.

Agency head evaluation ratings and compensation were not available by publication deadline.

Institution chief executive officer reviews and contract terms were also not available by the publication deadline.

This information will be finalized and presented at the June 12-13 Board meeting.

**BOARD ACTION**

I move to approve an hourly rate of \$\_\_\_\_\_ (annual salary of \$\_\_\_\_\_) for (Agency Head Name) as (Position Title) of (Name of Agency), effective on the July 8, 2024, pay date.

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

**AND**

I move to approve an annual rate of (Insert Total Salary) for (CEO Name) as President of (Institution Name), effective (Insert Date).

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

I move to approve an amendment to extend (CEO Name) contract as President of (Institution Name) by one year, and for the parties to execute the (number) amendment to their contract.

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



**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**BOISE STATE UNIVERSITY**

**SUBJECT**

Operating and Service Agreements between Boise State University and Boise State University Foundation, Inc.

**REFERENCE**

December 2020                      Board approved the Operating Agreement between Boise State and the Boise State University Foundation, Inc.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Sections V.E. and V.I.2.

**BACKGROUND/DISCUSSION**

Boise State University (the “University”) and the Boise State University Foundation, Inc. (“Foundation”), (collectively “the Parties”) seek to update and replace the existing Operating Agreement and Service Agreement between the Parties. In addition, the University and Foundation seek to integrate the University advancement’s fundraising and engagement activities into the Foundation to create a more uniform approach to advancement operations and improve the donor and alumni experience. Accordingly, the proposed operating agreement and corresponding service agreement, together, will expand the Foundation’s role to add advancement operations as a service provided by the Foundation to the University.

To support these expanded services, the University will loan additional employees to the Foundation and provide additional support services, as reflected in the Service Agreement. The Foundation will charge the University a “cost per raised dollar” for the provision of the advancement services. After reconciling the university charge and the Foundation charge, the arrangement is intended to be cost neutral to the University. The agreements clearly provide that the University will never be obligated to make a payment to the Foundation, and any balance resulting after reconciling the charges will be made available by the Foundation for the University’s use and benefit.

This transaction has been modeled after the previously-approved agreement between University of Idaho and its foundation at the Board’s December 2023 meeting, with changes necessary to reflect the operations of Boise State University and its Foundation. The Foundation operations will continue to be in compliance with Board policy V.E.

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**IMPACT**

Integration of advancement operations with the Foundation operations will result in a more positive overall donor experience. The financial model is net neutral for the University and the Foundation, such that neither the Foundation nor the University will incur net costs greater than those currently incurred.

**ATTACHMENTS**

Attachment 1 – Operating Agreement  
Attachment 2 – Service Agreement  
Attachment 3 – Loaned Employee Agreement exemplar  
Attachment 4 – Organization Charts  
Attachment 5 – Redline Comparison of 2024 Operating Agreement and Sample Operating Agreement in Board Policy V.E.

**STAFF COMMENTS AND RECOMMENDATIONS**

In their jointly proposed Integration Plan, the University and Foundation have noted the following information as fundamental components:

- The Foundation will remain fully independent and a separate organization
- Fiduciary controls for the Foundation will reside with the Foundation Board
- The CEO for the Foundation will report to and be directed by the Foundation Board
- All Foundation staff will be loaned employees reporting to the Foundation Board for the entire twelve (12) months of the fiscal year.
- Annual planning will be done jointly between the Foundation and the University aligning Foundation goals with University priorities including donor stewardship
- Fundraisers will maintain robust partnerships with colleges/units
- Integrating the Foundation and the University Advancement's fundraising and engagement activities does not incur additional costs
- Maintaining 501(c)(3) status will help ensure donor privacy and sensitive data protection
- An updated and consolidated Foundation functional organizational chart
- Clearly defined roles, responsibilities, processes and expectations for the loaned employees and board members
- Continued adherence to all applicable laws, regulations and current SBOE policies
- Increases in effectiveness and efficiency in all areas of donor experience to maximize philanthropic investment and alumni engagement for the University

This information was reviewed by the BAHR Committee at its June 3, 2024 meeting.

Staff recommends approval for 1) the University to enter an updated Operating Agreement with the Foundation and 2) the University's request to enact a new Service Agreement with the Foundation.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**BOARD ACTION**

I move to approve the request by Boise State University to enter into an Operating Agreement with Boise State University Foundation, Inc. and to authorize the President to execute the agreement in substantial conformance to the form submitted to the Board in Attachment 1.

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

I move to approve the request by Boise State University to enter into a Service Agreement with the Boise State University Foundation, Inc. and to authorize the President to execute the agreement in substantial conformance to the form submitted to the Board in Attachment 2.

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

**(DRAFT Operating Agreement)**

**2024 OPERATING AGREEMENT**

**BETWEEN**

**BOISE STATE UNIVERSITY FOUNDATION, INC.**

**AND**

**BOISE STATE UNIVERSITY**

This 2024 Operating Agreement (“Operating Agreement”) between Boise State University Foundation, Inc. (“Foundation”) and Boise State University (“University”) is entered into effective the 1st day of July, 2024 (“Effective Date”), and is an amendment and restatement of the Operating Agreement entered into on January 14, 2021 (“Prior Operating Agreement”), which it fully replaces. The University and the Foundation are sometimes referred to herein separately as a “Party” and collectively as the “Parties”.

WHEREAS, the Foundation was organized and incorporated in Idaho for the purpose of engaging in activities designed to support and benefit the University, including but not limited to receiving contributions from individuals, businesses, government units and other institutions who wish to support the educational mission and activities of the University, holding, protecting, managing, and investing funds for the benefit of the University, maintaining and operating permanent endowment funds for the benefit of the University, and distributing funds to provide support to the University, including distributions for educational scholarships, as well as specific capital, education or other special projects identified by the University.

WHEREAS, the Foundation exists to receive contributions and hold, protect, manage, and invest such funds for the benefit of the University and to provide a degree of institutional excellence unavailable with state funding levels.

WHEREAS, as stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization, and the Foundation identifies and nurtures relationships with potential donors and other friends of the University, soliciting cash, securities, real and intellectual property, and other private resources for the support of the University, and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, in connection with its fund-raising and asset-management activities, the Foundation will utilize, in accordance with this Operating Agreement, personnel experienced in planning for and managing private support.

WHEREAS, the Foundation mission provides that the Foundation is an independent organization that supports and strengthens the University’s mission and priorities by receiving, managing and distributing private gifts donated to the University and by identifying and nurturing relationships with potential donors, volunteers and friends of the University.

WHEREAS, the University and Foundation desire to set forth in writing various aspects of their relationship with respect to matters such as the solicitation, receipt, management, transfer and expenditure of funds.

WHEREAS, the Parties hereby acknowledge that they will at all times conform to and abide by the Idaho State Board of Education's Governing Policies and Procedures, Gifts and Affiliated Foundations Policy V.E. so long as the policies and procedures are consistent with the Foundation's tax-exempt status and applicable Internal Revenue Service laws and rules, and that they will submit this Operating Agreement for initial State Board of Education ("State Board") approval, and thereafter every three (3) years, or as otherwise requested by the State Board, for review and re-approval.

WHEREAS, the Foundation and the University intend for this Operating Agreement to be the written operating agreement required by State Board Policy V.E.2.b.

NOW THEREFORE, in consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I  
Foundation's Purposes**

The Foundation is the primary affiliated foundation that receives contributions and holds, protects, manages, and invests such funds for the benefit of the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation, Bylaws, its tax-exempt status, and the State Board's Policies and Procedures, the Foundation shall: (1) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the University; and (3) support and assist the University in fundraising and donor relations.

In carrying out its purposes, the Foundation shall not engage in activities that: (1) conflict with federal or state laws, rules and regulations (including all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) cause the University to be in violation of applicable policies of the State Board; or (3) conflict with the role and mission of the University.

**ARTICLE II  
Foundation's Organizational Documents**

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the University. The Foundation, to the extent practicable, also shall provide the University with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws. The University shall provide all such documents to the State Board.

**ARTICLE III  
University Resources and Services**

1. Liaisons.

a. University Liaison(s): The University's President ("University President") shall serve as the University's Liaison to the Foundation ("University Liaison"). The duties and responsibilities of the University Liaison, which may be delegated by the University Liaison, include the following:

- i. The University Liaison shall be responsible for communicating with the Foundation regarding the Foundation's fundraising efforts and for coordinating the administrative support provided by the University to the Foundation.
- ii. The University Liaison shall be invited to attend each meeting of the Foundation's Board of Directors ("Foundation Board") as a non-voting advisor. The University Liaison will provide regular reports to the Foundation Board about the University's financial position and activities, including its use of gifts. The University Liaison may also report other information to the Foundation Board that is pertinent to the common goals of the University and the Foundation.
- iii. The University Liaison will work with the Foundation Liaison and other Foundation leadership to create an annual Fundraising Plan, in accordance with the Service Agreement, which shall set the Foundation's goals relating to fundraising and engagement in support of the University's priorities. Fundraising efforts and coordination thereof shall be in accordance with the Service Agreement executed between the Parties, and the Fundraising Plan agreed to between the Parties. The University Liaison shall be authorized to approve the Fundraising Plan on behalf of the University and to request and approve modifications to the Fundraising Plan during the term, in accordance with the Service Agreement.

b. Foundation Liaison: The Chief Executive Officer of the Foundation ("Foundation CEO") will serve as the Foundation's liaison to the University ("Foundation Liaison"). The duties and responsibilities of the Foundation Liaison, which may be delegated by the Foundation Liaison to a designee, include the following:

- i. The Foundation Liaison shall be responsible for communicating with the University regarding the Foundation's fundraising efforts and for coordinating any administrative support provided by the University to the Foundation.

- ii. The Foundation Liaison shall attend University leadership meetings as directed by the University as a non-policy making advisor. The Foundation Liaison will provide regular reports to the University about the Foundation's financial position and activities, including fundraising and engagement services provided in accordance with the Service Agreement. The Foundation Liaison may also report other information to the University that is pertinent to the common goals of the University and the Foundation.
- iii. The Foundation Liaison will work with the University Liaison and other University leadership to create an annual Fundraising Plan, in accordance with the Service Agreement, which shall set the Foundation's goals relating to fundraising and engagement in support of the University's priorities. Fundraising efforts and coordination thereof shall be in accordance with the Service Agreement executed between the Parties and the Fundraising Plan agreed to between the Parties. The Foundation Liaison shall be authorized to approve the Fundraising Plan on behalf of the Foundation and to request and approve modifications to the Fundraising Plan during the term, in accordance with the Service Agreement.

2. Loaned Employees.

a. Foundation CEO: The Foundation CEO is an employee of the University who is exclusively loaned to the Foundation. The Foundation CEO's services shall be provided directly to the Foundation as follows and as set forth in the applicable Loaned Employee Agreement (as defined below) and as further described in section 2(b):

- i. Duties. The Foundation CEO is responsible for the strategy and planning for and the supervision and control of the day-to-day operations of the Foundation.
- ii. Reporting Structure. The Foundation CEO reports to and takes direction from the Foundation Board. All other Loaned Employees (as defined below) report to the Foundation CEO or another Loaned Employee designated by the Foundation CEO. The Foundation Executive Chair shall formally solicit and incorporated feedback from the University Liaison as part of the annual review process of the Foundation CEO.
- iii. In the event of a vacancy in the position for the Foundation CEO either due to termination, resignation or other separation, hiring of the subsequent Foundation CEO shall be done in accordance with Foundation and University policies and applicable law.

b. **Other Loaned Employees.** The Foundation and the University have entered and will enter into additional agreements (each such agreement, a “Loaned Employee Agreement”) for the loaning of Loaned Employees (as defined below) to the Foundation by the University. The Loaned Employee Agreements shall set forth the relative rights and responsibilities of the Foundation and the University. The Loaned Employees have no function at the University other than to act in their capacity as employees loaned to the Foundation and are subject to the exclusive day-to-day direction, control and supervision of the Foundation. The Foundation must provide the University with prior approval to: (a) post any position for hiring and (b) hire any employee that the Foundation and the University intend to be a Loaned Employee before the University employs such individual. Notwithstanding the provisions of the section, no University personnel other than a Loaned Employee shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions or the supervision of Loaned Employees. For purposes of this Operating Agreement, “Loaned Employee” means all positions for which the Foundation and University enter into Loaned Employee Agreements during a particular fiscal year regardless of whether each such Loaned Employee is loaned to the Foundation by the University for the entire 12 months of the fiscal year and the Foundation’s budget for the fiscal year contains the expenses associated with all such positions for the entire fiscal year.

3. **University Services.** As set forth in greater detail in the Service Agreement by and between the Foundation and the University (“Service Agreement”), the University shall charge the Foundation (“University Service Charge”) to provide certain services to the University (the “University Services”). Except as specifically provided otherwise herein or in the Service Agreement, all University personnel who provide the University Services to the Foundation shall remain University personnel under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement.

a. **University Service Charge.** The University Service Charge shall be calculated as set forth in the Service Agreement.

4. **Foundation Services.** As set forth on greater detail in the Service Agreement, the Foundation shall charge the University (“Foundation Service Charge”) for certain services provided by the Foundation to the University, including asset management, investment, fundraising, alumni relations and engagement and certain information technology services and licensing (collectively, “Foundation Services”).

a. **Foundation Service Charge.** The Foundation Service Charge shall be calculated as set forth in the Service Agreement. In the event the State of Idaho legislature reduces the appropriation to the University for a particular fiscal year after the fiscal year commences, the Foundation Service Charge may be reduced by an amount that is proportionate to the amount of the reduction to the total appropriation to the University. The Foundation may modify the Foundation Services or reduce the number of Loaned Employees, in the Foundation’s discretion, to accommodate the reduction in the Foundation Service Charge pursuant to the process set forth in the Service



Agreement, which will include adequate notice to the Parties and documentation of the changes.

5. University Facilities and Equipment. The University shall provide the use of certain University office space and equipment to the Foundation upon terms of use set forth in the AFC Lease Agreement by and between the Foundation and University (“AFC Lease Agreement”). The Rental Rate for the Foundation’s use of facilities under the AFC Lease Agreement shall be set forth in the Service Agreement.

6. No Foundation Payments to University Employees. Notwithstanding any provision of this Operating Agreement to the contrary, the Foundation shall not make any payments directly to a University employee in connection with any resources or services provided to the Foundation pursuant to this Operating Agreement.

#### **ARTICLE IV Management and Operation of Foundation**

The management and control of the Foundation shall rest with its Board of Directors.

1. Gift Solicitation.

a. *Form of Solicitation.* All Foundation gift solicitations shall make clear to prospective donors that (1) the Foundation is a separate legal and tax-exempt entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation Board.

b. *Foundation is Primary Donee.* Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University. Additionally, the University shall require its affiliated foundations and nonprofit organizations to direct revenue, including gifts and membership dues, to the Foundation for management. Exceptions to this shall be agreed upon between the Foundation and University on a case by case basis, due to unique circumstances associated with a particular solicitation or category of solicitations.

2. Acceptance of Gifts.

a. *Approval Required Before Acceptance of Certain Gifts.* Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University. Similarly, the Foundation shall also obtain the prior written approval of the University of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the University.

b. *Acceptance of Gifts of Real Property.* The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. In cases where the real property

is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property. Acquisitions of real property and/or development of real property for use by University shall be subject to approval in accordance with Section VII(4) hereof.

c. *Processing of Accepted Gifts.* All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated gift administration office (a unit of the Foundation) in accordance with the Service Agreement.

3. Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed to by the Parties. The Foundation's Chief Financial Officer, Treasurer or other individual to whom such authority has been delegated by the Foundation Board shall be responsible for transferring funds as authorized by the Foundation Board.

a. *Restricted Gift Transfers.* The Foundation shall inform the University officials into whose program or department funds are transferred of any restrictions on the use of such funds and provide such officials with access to any relevant documentation concerning such restrictions. Such University officials shall account for such restricted funds separate from other program and department funds in accordance with applicable University policies and shall notify the Foundation on a timely basis regarding the uses of such restricted funds.

b. *Unrestricted Gift Transfers.* The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation's purposes as generally summarized in Article I of this Operating Agreement. If the Foundation elects to use unrestricted gifts to make grants to the University, such grants shall be made at such times and in such amounts as the Foundation Board may determine in the Foundation Board's sole discretion.

4. Foundation Expenditures and Financial Transactions.

a. *Signature Authority.* The Foundation shall designate certain of its directors, officers, and staff with signature authority for the Foundation in all financial transactions pursuant to its governing documents. The Foundation may supplement or change this designation; provided, however, in no event may the person with Foundation signature authority for financial transactions be a University employee in a key administrative or policy making capacity, including but not limited to a University Vice President.

b. *Expenditures.* All expenditures of the Foundation shall be (1) consistent with the charitable purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

5. University Report on Distributed Funds. On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted

funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.

6. Transfer of University Assets to the Foundation. No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

- a. A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such funds shall be deposited in an institutional account, and State Board approval will be required prior to the University's transfer of such funds to the Foundation.
- b. The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.
- c. Transfers of a *de minimis* amount not to exceed \$10,000 from the University to the Foundation provided such funds are for investment by the Foundation for scholarship or other general the University support purposes. This exception shall not apply to payments by the University to the Foundation for obligations of the University to the Foundation, operating expenses of the Foundation or other costs of the Foundation.
- d. The transfer is of funds raised by the University for scholarship or program support and the funds are deposited with the Foundation for investment and distribution in accordance with the purpose for which the funds were raised.

7. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes, some Foundation expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis.

8. Insurance. The Foundation shall maintain insurance to cover the operations and activities of its directors, officers and Loaned Employees, with coverages satisfactory to the University. The Foundation shall also maintain general liability coverage with coverages satisfactory to the University. The Foundation shall provide a Certificate of Insurance to the University prior to execution of this Operating Agreement, naming the University as an additional insured. An updated Certificate of Insurance must be provided annually and any material changes to Foundation insurance coverages or policies must be reported to the University's Risk Manager.

9. Investment Policies. All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is attached hereto as Exhibit A and incorporated herein; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the University any updates to such investment policy and upon such notice, Exhibit A shall be replaced with the updated investment policy.

10. Organization Structure of the Foundation. The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation and the Bylaws. The Bylaws shall provide, consistent with SBOE Policies, for the University President to serve ex-officio on the Executive Committee of the Foundation Board of Directors as a non-voting member of the Committee and the Board of Directors. The University President shall be invited to attend all meetings of the Executive Committee and the Board of Directors, subject to the Foundation's Conflict of Interest Policy. In addition, the Bylaws shall provide, consistent with SBOE Policy, for the Provost and the Chief Financial and Operating Officer of the University to serve ex-officio on the Board and applicable committees, in a non-voting, advisory capacity. The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to the University. The Foundation will provide prior written notice to University of any material changes to its Articles and Bylaws.

**ARTICLE V  
Foundation Relationships with the University**

At all times and for all purposes of this Operating Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party, provided, however, the University and the Foundation acknowledge that the Foundation carries out functions for the benefit of the University. All transactions between the University and Foundation shall meet the normal tests for ordinary business transactions, and should include proper documentation and approvals, such as service agreements or similar agreements setting forth the Parties' respective obligations. As such, the Parties shall share certain information as provided below.

1. Access to Records. The University shall have reasonable access to the financial records of the Foundation upon permission granted by the Foundation from time to time, which shall not be unreasonably withheld. All access by the University of such records shall be made in accordance with applicable laws and Foundation policies and guidelines. In addition, upon request of the Foundation, the University shall execute a confidentiality agreement and instruct its employees and agents that all confidential information of the Foundation shall be protected from disclosure. Except as specifically authorized under this Operating Agreement or any applicable confidentiality agreement between the University and the Foundation, the University's access to Foundation records shall not include the donor database and all other data, materials and information of the Foundation pertaining to past, current or prospective donors ("Confidential Donor Information"), which may be accessed only by Loaned Employees.

2. Records Management.

a. Protection of Confidential Donor Information. The Parties recognize that the records of the Foundation relating to actual or potential donors contain Confidential Donor Information. The Foundation owns and controls the Confidential Donor Information. The Confidential Donor Information is proprietary to the Foundation and constitutes confidential information and trade secrets. The Foundation is responsible for monitoring and controlling access to the Confidential Donor Information and protecting the security of the Confidential Donor Information. Accordingly, in providing information technology services, including data security and incident management, to the Foundation, OIT will comply with (a) the Foundation's data security plan, (b) all Foundation policies and procedures regarding the access, use disclosure, retention, deletion and processing of the Confidential Donor Information and (c) the security principle of least privilege to ensure that the security architecture is designed such that each OIT personnel is granted the minimum system resources and authorizations needed to perform the information technology support services for the Foundation.

b. Maintenance of Records. The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, Bylaws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, Confidential Donor Information and all other Foundation records as required by applicable laws.

c. Inapplicability of State Laws. The Foundation shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of its business. The Parties understand that the Foundation is not a public agency or a governing body as defined in the Idaho Code, including the Idaho Open Meetings Law and Public Records Act. Nothing in the Operating Agreement shall be construed as a waiver of the Foundation's right to assert these statutes do not apply to the Foundation as a separate charitable entity.

d. Each Party shall take all steps necessary to monitor and control access to the donor database and to protect the security of the server and software relevant to the database.

3. Name and Marks. Each Party hereby grants the other a non-exclusive, royalty-free, nonsublicensable, nontransferable license to use the trademarks of the other Party, specifically: "Boise State University" and "Boise State University Foundation, Inc." (the "Licensed Marks") solely in connection with activities conducted in association with or for the benefit of the other Party. The foregoing notwithstanding, no rights are granted to a receiving Party to obtain in that Party's name domain names or social media incorporating the Licensed Marks. Neither Party may delegate, assign or sublicense the rights granted hereunder without express prior written consent from the other Party. All goodwill arising from a Party's use of the Licensed Marks shall inure to the benefit of the granting Party. Each Party shall adhere to the granting Party's strict quality control standards relative to use of the Licensed Marks and shall submit, upon the granting Party's request, exemplars of use to permit the granting Party to verify the other Party's compliance herewith. Neither party shall use the Licensed Marks to disparage the granting Party in any way, or in a manner that may tarnish or dilute the granting Party's trademark rights. Each granting Party reserves

the right to terminate this license on 60 days' notice in consequence of the other Party's noncompliance herewith, subject to the other Party's curing the breach within such 60-day period.

4. Identification of Source. The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.

5. Establishing the Foundation's Annual Budget. After the Parties have completed the process described in the Service Agreement related to forecasting the Foundation Service Charge and the University Service Charge for the next fiscal year and prior to the start of such next fiscal year, the Foundation shall provide the University President with the Foundation's proposed annual operating budget and capital expenditure plan (if any) as approved by the Foundation Board . Any of the University's funding requests to the Foundation shall be communicated in writing by the University President to the Foundation CEO by April 1 of each year.

6. Supplemental Compensation of University Employees. Any supplemental compensation of University employees funded by the Foundation must be preapproved by the State Board. Any such supplemental compensation must be paid by the Foundation to the University, and the University shall then pay compensation to the employee in accordance with the University's normal practice. No University employee shall receive any payments or other benefits directly from the Foundation.

7. Strategic Planning. The University shall include the Foundation as an active and prominent participant in the strategic planning for the University. The Foundation shall include the University Liaison in the strategic and budget planning for the Foundation.

## **ARTICLE VI Audits and Reporting Requirements**

1. Fiscal Year. The Foundation and the University shall have the same fiscal year.
2. Annual Audit. The Foundation shall have an annual financial audit conducted by a qualified, independent certified public accountant who is not a director or officer of the Foundation. The annual audit report will be provided on a timely basis to the University's President and the State Board, in accordance with the State Board's schedule for receipt of said annual audit. The Foundation's annual statements will be presented in accordance with auditing standards generally accepted in the United States of America (GAAS). The Foundation is a component unit of the University as defined by the Government Accounting Standards Board (GASB). Accordingly, the University is required to include the Foundation in its financial statements which follow a GASB format. Therefore, the Foundation will include in its audited financial statement, schedules reconciling the GAAS Statements to GASB standards in the detail required by GASB Standards. The annual audited financial statements, including the auditor's independent opinion regarding such financial statements, and schedules shall be submitted to the University Office of Finance and Administration in sufficient time to incorporate the same into the University's statements. All such reports and any accompanying documentation shall protect Confidential Donor Information to the extent allowable by law.

3. Separate Audit Rights. If either Party has questions or concerns regarding the expenditure or collection of donor funds by the other, they shall each designate an employee or other representative to discuss the matter. If the matter remains unresolved, then the following shall apply: The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the University and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation's books and accounting records pertinent to the expenditure of donated funds.

4. Annual Reports to University President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the University President setting forth the following items:

- a. the annual financial audit report;
- b. an annual report of Foundation transfers made to the University, summarized by University department;
- c. an annual report of unrestricted funds received by the Foundation;
- d. an annual report of unrestricted funds available for use during the current fiscal year;
- e. a list of all of the Foundation's officers, directors, and Loaned Employees;
- f. a list of University employees for whom the Foundation made payments to the University for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
- g. a list of all state and federal contracts and grants managed by the Foundation;
- h. an annual report of the Foundation's major activities;
- i. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and
- j. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

5. Reports to University Leadership. The Foundation will provide regular reports to certain University leadership (including the University President and Provost, Vice Presidents, Deans and central leadership of the University) on fundraising progress. Foundation leadership, including the Foundation CEO and Foundation's lead fundraisers, will provide quarterly reports to University leadership to assess progress towards meeting the goals set forth in the Fundraising Plan,

including the Fundraising Goal, review of open proposals and progress towards engagement, marketing and communication priorities and other appropriate fiscal reports. Information disclosed by the Foundation in the quarterly reports will not include Confidential Donor Information, which will remain in the possession of the Foundation. At the end of the fiscal year, the Executive Chair of the Foundation Board and the Foundation CEO will meet with the University President to assess the Foundation's success and areas for improvement.

**ARTICLE VII  
Conflict of Interest and Code of Ethics and Conduct**

1. Conflicts of Interest Policy and Code of Ethics and Conduct. The Foundation's Conflict of Interest Policy is attached as Exhibit B. The Foundation shall provide the University any updates to the Foundation's conflict of interest policy, and upon such notice, Exhibit B shall be replaced with the updated conflict of interest policy.

2. Dual Representation. Under no circumstances may a University employee represent both the University and the Foundation in any negotiation, sign for both entities in transactions, or direct any other institution employee under their immediate supervision to sign for the related Party in a transaction between the University and the Foundation. This shall not prohibit University employees from drafting transactional documents that are subsequently provided to the Foundation for its independent review, approval and use.

3. Contractual Obligation of the Parties. Neither Party shall enter into any contract that would impose a financial or contractual obligation on the other without first obtaining the prior written approval of the other. University approval of any such contract shall comply with applicable University policies for review, approval and signature of contractual agreements and policies of the State Board with respect to State Board approval of University contracts.

4. Acquisition or Development of Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the University's use without the University first obtaining approval of the State Board. In the event of a proposed purchase of real estate by the Foundation for the University, the University shall notify the State Board at the earliest possible date. Any such proposed purchase for the University's use shall be a coordinated effort of the University and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made in executive session, if allowed under Idaho Code Section 74-206(1).

**ARTICLE VIII  
General Terms**

1. Term. The initial term of this Operating Agreement shall commence on the Effective Date and end on June 30, 2027 ("Initial Term"), and thereafter, this Operating Agreement shall automatically renew for successive three-year terms (each a "Renewal Term" and, together with the Initial Term, "Term"), unless and until terminated in accordance with the terms and conditions contained in this Operating Agreement.



2. Right to Terminate. This Operating Agreement shall terminate upon the mutual written agreement of both Parties. In addition, either Party may, upon 90 days' prior written notice to the other, terminate this Operating Agreement, and either Party may terminate this Operating Agreement in the event the other Party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting Party specifying the nature of the default. Should the University choose to terminate this Operating Agreement by providing 90 days' written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days' written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The Parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event negotiations fail, the Parties will initiate the dispute resolution mechanism described below (through reference to the Foundation Executive Chair and the State Board) to further attempt to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

3. Dispute Resolution. The Parties agree that in the event of any dispute arising from this Operating Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the Parties. If the staff cannot resolve the dispute, then the dispute will be referred to the Foundation CEO and the University President. If the Foundation CEO and the University President cannot resolve the dispute, then the dispute will be referred to the Foundation Executive Chair and the State Board for resolution. If they are unable to resolve the dispute, the Parties shall submit the dispute to mediation by an impartial third Party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from this Operating Agreement. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

4. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's Bylaws and Articles of Incorporation, should the Foundation be dissolved or cease to be an Internal Revenue Code §501(c)(3) organization, the Foundation shall transfer to the State Board the balance of all property and assets of the Foundation, after the payment of all debts and obligations of the Foundation, and such property shall be vested in the State Board in trust for the continued support and benefit of the University.

5. Board Approval of Operating Agreement. Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and

restatements of this Operating Agreement, shall be submitted to the State Board for review and approval as required by the then applicable State Board's Policies and Procedures (currently, Section V.E.) and as requested by the State Board.

6. Modification. Any modification to the Operating Agreement or Exhibits hereto shall be in writing and signed by both Parties.

7. Providing Documents to and Obtaining Approval from the University. Unless otherwise indicated herein, any time documents are to be provided to the University or any time the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the University's President or an individual to whom such authority has been properly delegated by the University's President.

8. Providing Documents to and Obtaining Approval from the Foundation. Unless otherwise indicated herein, any time documents are to be provided to the Foundation or any time the Foundation's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Foundation's Board of Directors or an individual to whom such authority has been properly delegated by the Foundation's Board of Directors.

9. Notices. Any notices required under this Operating Agreement may be mailed or delivered as follows:

To the University:

President  
Boise State University  
1910 University Drive  
Boise, Idaho 83725

with a copy to:

General Counsel  
Boise State University  
1910 University Drive, Suite 210  
Boise, Idaho 83725-1203

To the Foundation:

Foundation Board Executive Chair  
Boise State University Foundation, Inc.  
1173 University Drive  
Boise, Idaho 83706

with a copy to:

Foundation CEO

Boise State University Foundation  
1173 University Drive  
Boise, Idaho 83706

10. No Joint Venture. Notwithstanding anything to the contrary in this Operating Agreement, the Foundation maintains its position that it is a separate charitable entity not subject to laws applicable to state public bodies, such as open records and meeting laws. At all times and for all purposes of this Operating Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party.

11. Legal Authority. Foundation represents and warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Foundation to its terms. The person(s) executing this Agreement on behalf of the Foundation warrant(s) that such person(s) have full authorization to execute this Agreement.

12. Allocation of Risks and Liabilities. The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers or employees. The Foundation agrees to indemnify, defend and hold the University, the State Board of Education, and each of their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the Foundation, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of the Foundation or a Loaned Employee who is working for the benefit of the Foundation. The University acknowledges and agrees it is responsible for negligent or wrongful acts committed by the University or by its employees or agents arising out of the University's performance under the terms of this Agreement to the extent authorized by law. The University shall not be responsible for the acts of the Foundation or any third party and the results thereof and shall at no time be liable for more than the pro rata share of the total damages awarded in favor of a claimant that is directly attributable to the negligent or otherwise wrongful acts or omissions of the University or its employees or agents. University's liability shall be governed by the Idaho Tort Claims Act, Idaho Code Title 6, Chapter 9, as may be amended from time to time, and other applicable laws, including without limitation Idaho Code Title 59, Chapter 10 and the Idaho State Constitution. Nothing in the agreement shall be deemed to constitute a waiver by University of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained. Nothing in this Operating Agreement shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 *et seq.*

13. Assignment. This Operating Agreement is not assignable by either Party, in whole or in part.

14. Governing Law; Required Certification. This Operating Agreement shall be governed by the laws of the State of Idaho.

15. Certifications. University is prohibited by state law from entering into certain contractual agreements. Foundation hereby certifies that: (i) it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control; or a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code; and (ii) it is not currently owned or operated by the People's Republic of China and will not for the duration of the Agreement be owned or operated by the People's Republic of China; and (iii) it is not an abortion provider or an affiliation of an abortion provider under the No Public Funds for Abortion Act. The terms in this section defined in Idaho Code Section 67-2346, Section 67-2347A, Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein.

15. Severability. If any provision of this Operating Agreement is held invalid or unenforceable to any extent, the remainder of this Operating Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

16. Entire Agreement. This Operating Agreement and the agreements contemplated to be entered into by the Parties under this Operating Agreement, which are (a) the Service Agreement, (b) Lease Agreement, and (c) Loaned Employee Agreements (collectively with this Operating Agreement, ("parties' Agreements")), constitute the entire agreement among the Parties pertaining to the subjects contained therein. In the event of any inconsistency between the provisions of the Parties' Agreements, the provisions of this Operating Agreement shall control. This Operating Agreement amends, restates and replaces the Prior Operating Agreement and supersedes all prior agreements and understandings pertaining thereto.

IN WITNESS WHEREOF, the University and the Foundation have executed this Operating Agreement on the above specified date.

BOISE STATE UNIVERSITY:

By: \_\_\_\_\_

Name: Dr. Marlene Tromp

Its: President

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

BOISE STATE  
UNIVERSITY FOUNDATION, INC.:

By: \_\_\_\_\_

Name: James L. Martin

Its: Executive Chair of the Board of Directors

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

Approved by the State Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**EXHIBIT "A"**

**INVESTMENT POLICY**

See attached.

**EXHIBIT "B"**

**CONFLICT OF INTEREST POLICY**

See attached.

# Boise State University Foundation

## Investment Policy Statement

Effective date: February 2024

Latest review: January 2024



**BOISE STATE UNIVERSITY**



**Introduction and Purpose:**

The intent of this Policy is to articulate an investment strategy with specific parameters that reflect the philosophy of the Board of Directors (the “Board”), thereby providing the Investment Committee (the “Committee”) with clearly defined policies and objectives. Although these policies and objectives are intended to govern investment activity, they are intended to be sufficiently flexible in order to be practical.

**Investment Philosophy Statement:**

The following statements represent the investment principles and philosophy governing the investment of funds held by the Boise State University Foundation (the “Foundation”). These statements describe the core values and principles that form the basis for investment decision making.

These commonly held fundamental investment principles are:

1. That the single most important decision that the Committee makes is the long-term asset allocation decision. As a result, nearly all of the absolute levels of investment returns are attributable to the Committee’s decisions regarding asset allocation, not manager implementation.
2. That a critical component of successful long-term investing is maintaining a high degree of strategic consistency. The long-term strategic asset allocation should remain very stable, and as such there shall be a very high bar for making any changes to essential characteristics of the long-term strategy, regardless of market conditions.
3. That the capital markets are mean-reverting by nature. The Committee will therefore use long-term strategic asset class allocations and rebalance to those allocations within suitable ranges.
4. That the achievement of long-term investment goals is derived directly from sound investment strategy decisions and efficient and consistent implementation of the strategy. Tactical asset allocation or manager allocation changes (usually in reaction to recent market performance) are likely to result in poor outcomes that will impair the long-term performance of the funds. As a result, the Committee will avoid tactical allocations to any manager or asset class in reaction to recent market conditions and instead rely on consistent portfolio rebalancing.
5. That the achievement of the Foundation’s long-term investment goals necessitates that the investment strategy be based on using a combination of asset classes (and sub-asset classes) that has a reasonable probability of achieving the Foundation’s goals. As a result, the Committee will periodically conduct asset allocation studies to assess the probability of achieving its long-term goals.
6. That market timing is ineffective as a market strategy for institutional funds. As a result, the Committee will remain fully invested in all long-term mandates and avoid interest rate anticipation as the primary means of adding value in fixed income mandates.
7. That the majority of asset classes that the Foundation invests in, are efficient. As a result, the Committee may allocate assets between active and passive (index) allocations based on recommendations by the Consultant, utilizing active strategies only where there appears to be a clear benefit to doing so.
8. That it is necessary to use long time frames and appropriate benchmarks to fairly evaluate active manager performance. Active managers are, by definition, different than a passive index. Differences in manager styles (growth, value) and market capitalization will have multi-year

cycles. Additionally, active managers may be hired specifically to have different risk characteristics than popular indices. As a result, managers will have periods of both under- and out-performance relative to popular indices. In establishing individual manager investment objectives and in evaluating manager performance:

- a. The Consultant will use long time frames (rolling 3- and 5-year periods, or longer as appropriate),
  - b. The Consultant will set appropriate investment objectives using relevant style and capitalization benchmarks,
  - c. The Consultant will evaluate managers on a risk-adjusted basis.
8. Investment implementation should be cost and resource effective. When evaluating new and current asset classes, managers and implementation strategies, the Consultant will evaluate both the implementation and monitoring costs and requirements, as well as the incremental benefits in terms of both risk and reward to the funds. The Consultant will utilize only those investment strategies that are expected to provide meaningful benefits to the funds, net of implementation and monitoring costs.

### **Delegation of Responsibilities:**

#### **Relationship between Board and the Investment Committee**

The Board is responsible for the overall stewardship of the Foundation. The Board has delegated to the Investment Committee the responsibility to oversee the Foundation's investment activities on the Board's behalf.

The Committee will consist of an odd number of Directors with a minimum of seven. Appointment and terms of the Committee Chair and members are defined in the Foundation Bylaws. The members of the Investment Committee will be generally knowledgeable in investment and financial matters. The Committee may also have Advisors as specified in the Foundation's Bylaws. The Committee has the responsibility to ensure that the assets of the Foundation are managed in a manner that is consistent with the policies and objectives ratified by the Board. In so doing, the Committee will comply with all applicable laws.

The Committee members are required to discharge their duties solely in the interest of the Foundation and for the exclusive purpose of meeting the financial needs of the Foundation. The Committee is authorized to engage the services of a Consultant who possess the necessary specialized research capabilities and skills to meet the investment objectives and guidelines of the Foundation. The Committee will require the Consultant to adhere to any policies adopted by the Board.

The Committee's responsibilities include:

1. Developing and recommending to the Board investment objectives that are consistent with the financial needs of the Foundation and the policy asset allocation consistent with meeting those objectives;
2. Approving the selection of a Consultant.
3. Reviewing and evaluating investment results in the context of predetermined performance standards and implementing corrective action as needed; and
4. Recommending Spending Rate guidelines to the Board.

5. Meeting with the Consultant at least quarterly to review and evaluate Consultant reports and provide feedback and direction to Consultant. Consultant reports will include overall investment performance and individual investment managers on a risk-adjusted basis after comparison to appropriate market indices or other benchmarks
6. Investment manager and fund vehicle selection and retention decisions with recommendations provided by the Consultant
7. Evaluating the performance of the Consultant at least annually prior to the annual contract renewal. Such evaluation will include the following criteria:
  - a. Comparison of endowment portfolio performance to the goals set in the Return Need section of this Policy.
  - b. Evaluation of Consulting and investment management fees.
  - c. Evaluation of overall level of Consultant's customer service (responsiveness; timeliness; accuracy; etc.).
  - d. Review changes of Consultant ownership/management and investment philosophy.
  - e. Other criteria determined by the Board and/or Committee

### Consultant

The Committee will engage an independent investment consulting firm to assist the Committee's activities. The Consultant is expected to be proactive in recommending changes in investment strategy, asset allocation and investment managers if the situation warrants change. The Consultant's responsibilities include:

1. Assisting in the development of investment policies, objectives and guidelines;
2. Preparing asset allocation analyses as necessary and recommending asset allocation strategies with respect to the Foundation's objectives;
3. Researching and recommending Investment Managers and investment funds consistent with the Asset Allocation parameters defined in Appendix A.
4. Preparing and presenting performance evaluation reports in accordance with CFA Institute promulgated standards;
5. Attending Committee meetings to present evaluation reports no less than quarterly and at other meetings as requested;
6. Reviewing contracts and fees for both current and proposed Investment Managers and Custodians;
7. Providing research on specific issues and opportunities and assisting the Committee in special tasks;
8. Proactive monitoring, advising and assisting with the endowment portfolio and rebalancing when outside target allocation ranges.
9. Communicating investment policies and objectives to the Investment Managers, and monitoring their adherence to such policies and reporting all violations to the Committee and the Chief Operating Officer/Chief Investment Officer;
10. Notifying the Committee and Foundation of any significant changes in personnel or ownership of the consulting firm;
11. Notifying the Committee and Foundation of any significant changes in portfolio managers, personnel or ownership of any investment management firm hired by the Foundation;

12. Notifying the Committee and Foundation of any litigation or commencement of a regulatory administrative proceeding or enforcement action in which any Investment Manager is involved;
13. Providing recommendations with regards to proxy votes of mutual and commingled fund investments; and
14. Overall, being proactive with the Administration of the Foundation and the Committee in the management of the Foundation investments.

### Investment Managers

Investment Managers are expected, where applicable, to pursue their own investment strategies within the guidelines created for the manager in accordance with the Foundation's asset allocation strategy and manager selection criteria. Coordination of the guidelines for the individual managers assures the combined efforts of the managers will be consistent with the overall investment objectives of the Foundation. The Committee may, where appropriate, choose to invest in pooled funds (mutual funds, commingled funds, and other forms of pooled investor capital) and recognizes that in the case of pooled fund investments that the relevant fund documents shall be the governing documents for the investment.

The Investment Managers' responsibilities include:

1. Investing assets under their management in accordance with agreed upon guidelines and restrictions;
2. Exercising discretionary authority over the assets entrusted to them, subject to these guidelines and restrictions;
3. Providing written documentation of portfolio activity, portfolio valuations, performance data and portfolio characteristics on a monthly basis in addition to other information as requested by the Committee, Foundation, or Consultant;
4. Voting proxies for the assets under management (companies held within the portfolio) in the best interest of the Foundation;
5. Annually providing to the Foundation either a copy of the investment advisor's form ADV Part II (SEC required disclosure document), a copy of the investment company's annual report, and/or a copy of the fund's updated prospectus (SEC requirement at the end of the fiscal year).
6. Notifying the Consultant, Committee and Foundation of any significant changes in portfolio management style, personnel or ownership of the investment management firm; and
7. Notifying the Consultant, Committee and Foundation of any litigation or commencement of a regulatory administrative proceeding or enforcement action in which any Investment Manager is involved;

**The Foundation Custodian's responsibilities include:**

1. Providing timely reports detailing investment holdings and Foundation transactions monthly to the Foundation and Consultant.

2. Providing an annual summary report to the Foundation and the Consultant within 30 days following each fiscal year end. The report will include the following:
  - a. Statement of all property on hand;
  - b. Statement of all property received representing contributions to the Foundation;
  - c. Statement of all sales, redemptions and principal payments;
  - d. Statement of all distribution from and contributions to the Foundation;
  - e. Statement of all expenses paid;
  - f. Statement of all purchases; and
  - g. Statement of all income.
3. Providing all normal custodial functions including security safekeeping, collection of income, settlement of trades, collection of proceeds of maturing securities, daily investment of cash, etc.
4. Preparing additional Foundation reports as requested by the Board, Committee, Consultant, or Executive Director.

## Investment Policies and Objectives

### Endowed Fund Objectives and Guidelines

**Objective:** The Investment objective is to provide a rate of return over inflation, when possible to do so, sufficient to support in perpetuity the mission of the Foundation. It is desirable to preserve the value of the assets in real terms to enable the Foundation to maintain the purchasing power of the spending on programs and administration without eroding the real value of the principal corpus of the Foundation.

### General Investment Considerations and Constraints:

- **Risk:** The Committee will seek to limit the overall level of risk commensurate with the chosen Policy Asset Allocation.
- **Liquidity:** At times, cash may be required to satisfy the needs of the Foundation. The Foundation should have sufficient liquid assets to meet such foreseeable requirements.
- **Time Horizon:** The Foundation has an infinite life. An investment Time Horizon of twenty years is appropriate.
- **Taxes:** The Foundation is tax-exempt.

### Return Objective and Benchmarks

As stated in this policy, it is desirable when possible, for the long-term investment return to be sufficient to cover the Spending Rate, Administrative Fee and the expected rate of inflation. The Spending Rate is currently 4% and the Administrative Fee is 1.5%, so the Foundation's real return need net of inflation is 5.5%. As these objectives may not always be feasible under certain economic and capital markets environments, the primary return objective shall be to exceed the return of a reference portfolio that is 70% global equities and 30% US fixed income. This reference portfolio is selected as it is considered appropriate for the long-term needs for the Foundation over most time periods and is reflective of a traditional perpetual Endowment and Foundation asset allocation policy. Given the relatively high return need, it is appropriate for the portfolio to be equity centric (70%), yet still diversified with volatility

reducing fixed income (30%). Global diversification that reflects the market opportunity set is considered in the best interest of long-term returns for the equity portfolio, while currency risk is not desired as a primary feature of the relatively safer fixed income assets.

The following goals are designed to support achievement of the Foundation's Investment Objective and are net of (after) investment expenses.

1. Exceed the return of a reference portfolio that consists of 70% Global Equity (MSCI All-Country World Index) and 30% US Fixed Income (Bloomberg Aggregate Bond Index).
2. Achieve an annualized rate of return equal to or greater than that of the Long-Term Return Need in all long-term periods (10+ years) where the reference portfolio achieves a return equal to or greater than the annual return need.
3. Total Foundation assets should return, over a full market cycle, a nominal rate of return greater than or equal to a hypothetical index portfolio consisting of 32% Russell 3000, 33% MSCI All Country World ex-US, 25% Barclays Aggregate Bond, 3% Barclays U.S. TIPS, 2% S&P Global REIT Index, 2% S&P Global Natural Resources Index, and 3% S&P MLP Index (TR).

### Spending Rate Policy

#### *Spending Rate*

The Spending Rate of the Foundation will be reviewed by the Committee periodically in light of evolving trends with respect to investment performance and the needs of the Foundation and will be adjusted as necessary.

As allowed by the Uniform Prudent Management of Institutional Funds Act adopted by the state of Idaho in July 2007, the Foundation may spend at its Spending Rate from "underwater" funds for the purpose of the specific fund. An underwater fund is defined as one in which the market balance is below the sum of the gifts contributed to the fund ("historical gift value").

Unless otherwise directed by the donor for a specific endowed gift, the annual Spending Rate shall not exceed 4% of the trailing 12-quarter average market value of the endowment, as determined each December 31st. The Spending Rate shall be reduced from 4% to 2% when the market value is below 90% of the historical gift value.

In the event the spending rate is reduced from 4% to 2% donors may be asked to consider new gifts to keep their endowment distributions at the 4% level and the Foundation Board may consider funding from unrestricted funds. In the event the Foundation Board approves the use of unrestricted funds when endowment distributions are reduced, a special distribution from the endowment to refund the Foundation may be considered once the market value of the endowment is sufficiently above the historical gift value.

#### *Total Return Policy*

The Board has adopted a "total return" approach to calculating investment returns.

In recognition of these facts, the Committee will consider the endowments' total return from both income and net realized and unrealized capital gains when recommending the Spending Rate Policy. When distributions are made, they will be withdrawn from the endowment regardless of the portion of the total return that is from capital gains or from income, subject to applicable gift agreement restrictions.

### Administrative Fee

An Administrative Fee of 1.5% of the market value of the endowment will be calculated and distributed monthly on a pro-rata basis. The Administrative Fee will be reviewed and evaluated annually as part of the preparation of the Foundation's annual budget. Efforts will be made to gradually reduce the administrative fee percentage as the endowment grows.

### Asset Allocation

The single most important decision made by the Committee is the Policy Asset Allocation decision. Investment research has determined that a significant portion of a portfolio's investment behavior can be attributed to: (1) the asset classes/styles which are employed by the Foundation; and (2) the weighting of each asset class/style.

It is the responsibility of the Committee to identify the Policy Asset Allocation that offers the highest probability of achieving the Foundation's Investment Objectives. The Committee, with guidance and recommendations from their Consultant, shall review the asset mix on an ongoing basis and recommend revisions as necessary. It is expected however, given the importance of strategic consistency, that material changes to the strategic asset allocation mix should be avoided, and any changes should only be made with great care and consideration.

The Policy Asset Allocation shall be determined based on a comprehensive asset allocation study completed by the Consultant and reviewed from time to time by the Committee. The Policy Asset Allocation of the Foundation, as presented in **Appendix A**, is designed to give balance to the overall structure of the Foundation's investment program over the Time Horizon. However, many factors over time may necessitate an asset allocation review and possible rebalancing.

Some of these factors include:

1. The Investment Committee's assessment of the long-term outlook for different types of asset classes and styles;
2. The consultant's assessment of the long-term outlook for different types of asset classes and styles; and
3. Divergence in the performance of the different asset classes and styles.

### Permissible Investments

The Policy Asset Allocation of the Foundation is expected to include a wide range of asset classes. These asset classes and their relative comparative indices are displayed below.

**Comparative Indices for Investment Managers**

Asset Class	Comparative Index
<b>Global Equity</b>	
<i>Domestic Equity</i>	
US Large Cap	S&P 500
US Mid Cap	CRSP US Mid Cap
US Small Cap	Russell 2000
US Micro Cap	Russell Micro Cap
<i>International Equity</i>	
Non-US Large/Mid Cap Developed	MSCI EAFE
Non-US Small Cap	MSCI EAFE Small Cap
Emerging Markets	MSCI Emerging Markets
<b>Global Fixed Income</b>	
Core	Barclays US Aggregate
Emerging Markets	JP Morgan EMBI Global Diversified
<b>Global Real Assets</b>	
TIPS	Barclays US TIPS
Global REITs	S&P Global REIT
Global Natural Resources	S&P Global Natural Resources
Master Limited Partnerships (MLPs)	S&P MLP Index (TR)

**Portfolio Rebalancing**

Since asset allocation is the most critical component of the Foundation’s returns, it is desirable to rebalance the portfolio periodically to minimize deviations from the Policy Asset Allocation mix.

The Consultant shall be responsible for coordinating rebalancing of the portfolio with Foundation Staff in the event any individual marketable asset class differs from the allowable Policy ranges (minimum or maximum). See Appendix A for the Policy Target allocation and allowable ranges.

**The staff will inform the Committee whenever rebalancing takes place.**

**Other Non-Endowment Assets**

The Board may, from time to time, establish investment portfolios other than the Endowment Fund. Asset allocation and investment guidelines for these portfolios will be developed as needed and, when appropriate, in consultation with the donor.

The Foundation Investment Objectives and Guidelines for restricted funds are stated in Appendix B to this Policy Statement.



The Foundation Investment Objectives and Guidelines for assets from life income agreements (charitable remainder trusts and charitable gift annuities) are stated in Appendix C to this Policy Statement.

The Foundation Investment Objectives and Guidelines for unrestricted assets are stated in Appendix D to this Policy Statement.

The Foundation owns several parcels of real estate as the result of individual gifts and purchases made in the interest of the University. The Investment Committee has appointed a real estate subcommittee to monitor these properties, review potential gifts and make recommendations regarding disposition to the Board.

The trust assets and parcels of real estate are not included in the Foundation's investment asset allocation, nor are they included in the Consultant's purview.

### **Investment Policies for Investment Managers**

The following are performance goals and constraint guidelines placed on individual managers within specific asset classes:

#### *All Traditional Managers*

1. Index (passive) managers shall be terminated if performance or volatility significantly differs from that of the benchmark.
2. Active managers may be terminated due to philosophical changes, management turnover, poor long-term investment performance or other material changes.

#### *Alternative Investments*

1. Alternative investment managers typically must have significant latitude in the strategies and investments they make and the leverage they introduce into a portfolio. As a result, it is generally not feasible to impose guidelines and restrictions on such managers. Instead, the Committee may choose to terminate a manager, subject to the manager's liquidation policy, if they are dissatisfied with the manager and/or his strategy.

#### *Other*

1. *Securities Lending:* Investment Managers (via a written contract with the Foundation), may engage in securities lending, or the "loan" of the Foundation's securities in return for interest, to broker dealers as a means of enhancing income.
2. *Related Party Transaction:* The Foundation will not loan funds to related parties, defined as an officer, Board member, Committee member, employee, or donor, either current or prospective.

### **Procedure for Revising the Statement of Investment Policy**

This Statement of Investment Policy will be reviewed at least annually by the Committee. The Board must approve material changes to the Statement. Any deviation from the Policy Asset Allocation of the combined asset sectors (i.e., total equities, total fixed income, or total real assets) would represent a material change and shall be approved by the Board.

**Conflicts of Interest**

All persons responsible for investment decisions or who are involved in the management of the Foundation or who are consulting to, or providing any advice whatsoever to the Committee, shall comply with the Foundation’s Conflict of Interest Policy.

Any members of the Committee responsible for investment decisions or who are involved in the management of the Foundation shall refuse any remuneration, commission, gift, favor, service or benefit that might reasonably tend to influence them in the discharge of their duties, except as disclosed in writing to and agreed upon in writing by the Committee. The intent of this provision is to eliminate conflicts of interest between committee membership and the Foundation. Failure to disclose any material benefit shall be grounds for immediate removal from the committee. This provision shall not preclude the payment of ordinary fees and expenses to the Foundation’s custodian(s), Investment Managers, or Consultant in the course of their services on behalf of the Foundation.

## APPENDIX A

## Part I

## POLICY ASSET ALLOCATION

Asset Class	Policy Target	Acceptable Range	Benchmark
<b>Global Equity</b>	<b>65%</b>	<b>60 - 70%</b>	
<b>US Equity</b>	<b>32%</b>	<b>30 - 34%</b>	<b>Russell 3000</b>
<i>Large/Mid-Cap</i>	27%	25 - 29%	
<i>Small-Cap</i>	5%	4 - 6%	
<b>Non-US Equity</b>	<b>33%</b>	<b>31 - 35%</b>	<b>MSCI ACWI ex-US</b>
<i>Developed</i>	20%	18 - 22%	
<i>Emerging</i>	10%	8 - 12%	
<i>Small-Cap</i>	3%	2 - 4%	
<b>Global Fixed</b>	<b>25%</b>	<b>22 - 28%</b>	<b>Barclays US Aggregate</b>
<i>US Core</i>	20%	18 - 22%	
<i>Emerging</i>	5%	4 - 6%	
<b>Global Real Assets</b>	<b>10%</b>	<b>8 - 12%</b>	<b>Custom Index*</b>
<i>TIPS</i>	3%	2 - 4%	
<i>Global REITs</i>	2%	1 - 3%	
<i>MLPs</i>	3%	2 - 4%	
<i>Global Natural Resources</i>	2%	1 - 3%	

\*Custom index is 3% Barclays US TIPS, 2% S&P Global REITs, 2% S&P Global Natural Resources, and 3% S&P MLP Index (TR)

## APPENDIX B

## RESTRICTED FUNDS

## INVESTMENT OBJECTIVES AND GUIDELINES

**Objectives and Guidelines**

**Objective:** The Investment objective is to maximize total return within the liquidity parameters required to meet the short-term cash flow needs of the Foundation.

**General Investment Considerations and Constraints:**

- **Risk:** The Committee will seek to limit the overall level of risk commensurate with the anticipated liquidity needs and allocation of funds across the portfolios as described in this appendix. In general, the Committee prefers that shorter-term portfolios exhibit high levels of credit quality, liquidity, and overall safety.
- **Liquidity:** Liquidity needs will be determined by projected cash flows, with funds allocated across the various portfolios based primarily on anticipated liquidity needs.
- **Time Horizon:** Although the Foundation has an infinite life, the Time Horizon for investment of most these funds is generally much shorter. A portion of the funds may be invested in a longer-term strategy based on an analysis of the projected cash flow.
- **Taxes:** The Foundation is tax-exempt.

**Investment Managers**

Separate account investment Managers are expected to pursue their own investment strategies within the guidelines created for the manager in accordance with the Foundation's asset allocation strategy and manager selection criteria. Coordination of the guidelines for the individual managers assures the combined efforts of the managers will be consistent with the overall investment objectives of the Foundation.

Pooled vehicles such as mutual funds may be utilized as appropriate where deemed to offer the desired exposure with greater efficiency and/or diversification.

Investment Managers are held to the same requirements as delineated in the "Delegation of Responsibilities" section of the Foundation's IPS.

**Asset Allocation**

Restricted funds may be allocated across three distinct portfolios as detailed below, each with different objectives and time horizons. The Executive Director of the Foundation, in coordination with the Finance Manager, Investment Consultant, and Chair of the Investment Committee will be responsible for the allocation of funds across the different portfolios based on cash flow projections and anticipated future liquidity needs. Updates on the cash flow projections and allocation of funds will be provided to the Investment Committee on a regular basis.

**Liquid Reserves**

The liquid reserves are intended to meet the short-term liquidity needs of the Foundation and as such should be invested in very short-term high quality instruments. To the extent individual securities are managed by an asset manager, the guidelines will be detailed in the agreement with the investment manager. Government money market funds, prime money market funds, and ultra-short duration bond mutual funds or exchange traded funds may also be utilized for the liquid reserves. Regardless of the

investment vehicles chosen, it is expected that the overall liquid reserve portfolio will maintain the following characteristics (inclusive of a look through to the underlying securities in any fund vehicles utilized):

- Weighted average maturity not to exceed 180 days
- Single issuer limit: 5% excluding US Government and Agencies
- Average credit quality: A or better
- Minimum quality at time of purchase: BBB-

The reference performance benchmark for the liquid reserves is the BofA Merrill Lynch 3 month Treasury Bill Index.

### **Intermediate Reserves**

The intermediate reserves are intended to provide a higher return potential for funds not required to support short-term liquidity needs, but for which the potential investment time horizon is uncertain and potentially much shorter than the perpetual nature of the Foundation. As such the intermediate reserves will be invested in high quality, intermediate fixed income securities. To the extent individual securities are managed by an asset manager, the guidelines will be detailed in the agreement with the investment manager. Intermediate and Core Fixed Income mutual funds or exchange traded funds may also be utilized for the intermediate reserves. Regardless of the investment vehicles chosen, it is expected that the overall intermediate reserve portfolio will maintain the following characteristics (inclusive of a look through to the underlying securities in any fund vehicles utilized):

- Effective duration not to exceed 120% of the Bloomberg Barclays Intermediate Government/Credit Bond Index
- Single issuer limit: 5% excluding US Government and Agencies
- Average credit quality: A or better
- Minimum quality at time of purchase: BBB-

The reference performance benchmark for the intermediate reserves is the Bloomberg Barclays Intermediate Government/Credit Index.

### **Long-term Reserves**

Longer-term reserves in excess of the amounts identified for the liquid reserves and the intermediate reserves, up to a maximum of \$5 million, will be invested in the long-term Endowment strategy as detailed in this policy.

The allocation of restricted funds among the portfolios shall be determined based on a comprehensive cash flow analysis by the Foundation Administration, and in consultation with the investment consultant and chair of the investment committee. The Investment committee will review the allocation among the portfolios, the performance of the portfolios against benchmarks, compliance with this policy and the selection of investment managers and fund vehicles at its regular meetings.

### **Procedure for Revising Guidelines**

The investment policy and performance goals will be reviewed annually or when deemed necessary by the Committee. The Board must approve material changes to the Investment Objectives and Guidelines for non-endowed Foundation funds.

## APPENDIX C

## INVESTMENT OF ASSETS FROM LIFE INCOME AGREEMENTS

**Life Income Agreement Definition:** A life income agreement is a split interest agreement between the Foundation and a donor which provides regular payments for the life of the beneficiary(ies) or for a set term of years. Examples are Charitable Remainder Trusts (CRTs) and Charitable Gift Annuities (CGAs). Refer to the Life Income Agreement Policy for definitions of each type of life income agreement.

**Objectives and Guidelines**

**Objective:** Life income assets are invested to meet the goals of the donor and Foundation using varying investment strategies based on the uniqueness of each life income agreement.

**Guidelines:** The Foundation's Investment Committee will have the responsibility and authority for determining the most appropriate investment strategies and vehicles for all life income agreements.

**Charitable Remainder Trusts:**

- Because each CRT will have different objectives, the Investment Committee shall set an investment strategy for each based on collected data and the terms delineated in the CRT document. CRTs may or may not be co-mingled with other assets of the Foundation.
- The Investment Committee will determine the investment strategy for each CRT for which the Foundation is the trustee.

**Charitable Gift Annuities:**

- The Foundation will maintain CGAs in an investment pool that may be separate from its general investment pool.
- The full market value of the contributed assets will be admitted to the CGA investment pool and will be maintained for the life of the last remaining annuitant.
- All CGAs will share their fair portion of investment management fees.
- The assets of each CGA shall be invested approximately as follows:
  - 50% in equities;
  - 50% in fixed income vehicles such as bonds; and

**Reporting**

Foundation staff will report investment results, portfolio mix, and growth in the life income agreement program to the Investment Committee at least annually.

**Procedure for Revising Guidelines**

The investment policy and performance goals will be reviewed annually or when deemed necessary by the Committee. The Board must approve material changes to the Investment Objectives and Guidelines for life income agreement funds.

**APPENDIX D**

**INVESTMENT OF UNRESTRICTED ASSETS**

A minimum of 1.5 times the annual operating budget of the Foundation will be invested in fixed income as defined in Appendix B. The balance of unrestricted funds may be invested in the Endowment Strategy.

# Boise State University Foundation

## Conflict of Interest Policy

Effective: May 2024

Latest review: **April** 2024



BOISE STATE UNIVERSITY



**Introduction & Purpose:**

The Boise State University Foundation, Inc. (“Foundation”) is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of the Foundation as a public trust which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public.

Consequently, there exists between the Foundation and Responsible Persons (defined below) and the public a fiduciary duty which carries with it a broad and unbending duty of loyalty and fidelity. Responsible Persons have the responsibility of administering the affairs of the Foundation honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of the Foundation. Those persons will exercise the utmost good faith in all transactions involved in their duties, and they will not use their positions with the Foundation or knowledge gained therefrom for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

The purpose of the Conflict of Interest Policy is to protect the Foundation’s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of any Responsible Persons of the Foundation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

**I. Definitions:**

1. *Responsible Persons* – any director, officer, employee and others who can influence the actions of the Foundation (“Responsible Persons”), including anyone who has a direct or indirect financial interest (defined below). For example, this would include all who make purchasing decisions, all persons who might be described as “management personnel,” and anyone who has proprietary information concerning the Foundation.
2. *Related Party Transaction* – any transaction, agreement or any other arrangement in which a Responsible Person has a Financial Interest (defined below) and in which the Foundation is a participant.
3. *Financial Interest* – A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
  - a. an ownership or investment interest in any entity with which the Foundation has a transaction or arrangement,
  - b. a compensation arrangement with the Foundation or with any entity or individual with which the Foundation has a transaction or arrangement, or
  - c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Foundation is negotiating a

transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

4. *Conflict of Interest* – a conflict of interest may exist when a Responsible Person:
  - a. owes a duty to more than one person or organization,
  - b. has Financial Interests that are potentially inconsistent with the interest of the Foundation, or
  - c. has any interest in, or engages in, a Related Party Transaction.

## II. Procedures:

1. *Duty to Disclose* – in connection with any actual or possible conflict of interest and/or any actual or proposed Related Party Transaction, a Responsible Person must disclose, in good faith, the existence of his or her Financial Interest and all material facts concerning such interest to the Executive Director and members of committees with Board-related powers considering the proposed transaction or arrangement.

Responsible Persons who are not members of the Board of Directors or who have a conflict of interest with respect to a contract or transaction that is not the subject of Board or Committee action, will disclose to their supervisor, the Executive Director, or the Board chair any conflict of interest that such person has with respect to any contract or transaction. Such disclosure will be made as soon as the conflict of interest is known to the Responsible Person. The Responsible Person will refrain from any action that may affect the Foundation's participation in such contract or transaction. A supervisor will inform the Executive Director of any such conflict of interest. The Executive Director will bring the matter to the attention of the Board or Executive Committee.

Disclosure involving Directors will be made to the Board Chair (or if she or he is the one with the conflict, then to the Board Vice-Chair) who will bring these matters to the Board or the Executive Committee

Information acquired in connection with disclosures of conflicts of interest or potential conflicts will be treated as confidential and will generally be made available only as necessary for the implementation of this Policy.

2. *Determining Whether a Conflict of Interest Exists* – after disclosure of the Financial Interest and all material facts, and after any discussion with the Responsible Person, he or she shall leave the Board or committee meeting while the determination of a Conflict

of Interest is discussed and voted upon. The remaining Board or committee members shall decide if a Conflict of Interest exists.

3. *Procedures for Addressing the Conflict of Interest.*

- a. the person with the conflict of interest will not participate in or be permitted to hear the Board's or Committee's discussion of the matter except to disclose materials facts and to respond to questions. Such person will not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- b. the person with the conflict of interest with respect to the contract or transaction that will be voted on at a meeting will not be counted in determining the presence of a quorum for purposes of the vote. The person who has the conflict of interest may not vote on the contract or transaction and will not be present in the meeting room when the vote is taken, unless the vote is by secret ballot.
- c. If the matter involves a Related Party Transaction, the chairperson of the Board or committee shall appoint a disinterested person or committee to investigate alternatives to the Related Party Transaction.
- d. the Board or committee shall determine whether the Foundation can obtain, with reasonable efforts, a transaction or arrangement more advantageous to the Foundation from a person or entity that would not give rise to a Related Party Transaction.
- e. if a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a Related Party Transaction, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Foundation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Foundation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

4. *Violations of the Conflict of Interest Policy*

- a. if the Board or committee has reasonable cause to believe that a director has failed to disclose actual or possible conflicts of interest, it shall inform the director of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. if, after hearing the response of the director and making such further investigation as may be warranted in the circumstances, the Board or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**III. Records of Proceedings:**

Each Responsible Person will be provided with and asked to review a copy of this Policy and to acknowledge in writing that he or she has received, read, understands, and agrees to comply with the Policy. Any changes to the Policy will be communicated to all Responsible Persons.

Annually, each Responsible Person will complete a disclosure form (Addendum) identifying any relationships, positions or circumstances in which s/he is involved that he or she believes could contribute to a conflict of interest.



**BOISE STATE UNIVERSITY  
FOUNDATION**

**APPENDIX A  
CONFLICT OF INTEREST POLICY**

**Annual Disclosure Statement of the  
Board of Directors of the Boise State University Foundation**

Each of the undersigned members of the Board of Directors of the Foundation states for himself or herself that he or she:

1. has received a copy of the conflicts of interest policy,
2. has read and understands the policy,
3. has agreed to comply with the policy,
4. understands that the Foundation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

To the best of my knowledge:

1. I am an officer, director, trustee, member, owner, or employee of the following entities with which the Foundation has a relationship:
  
  
  
  
  
  
  
  
  
  
2. I may have a conflicting interest with the following transactions in which the Foundation is a participant:

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Print Name

---

Signature

---

Date



**BOISE STATE UNIVERSITY  
FOUNDATION**

**APPENDIX B  
CONFLICT OF INTEREST POLICY**

**Annual Disclosure Statement of  
Employees of the Boise State University Foundation**

Each of the undersigned employee of the Foundation states for himself or herself that he or she:

1. has received a copy of the conflicts of interest policy,
2. has read and understands the policy,
3. has agreed to comply with the policy,
4. understands that the Foundation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

To the best of my knowledge:

1. I am an officer, director, trustee, member, owner, or employee of the following entities with which the Foundation has a relationship:
  
  
  
  
  
  
  
  
  
  
2. I may have a conflicting interest with the following transactions in which the Foundation is a participant:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**(DRAFT SERVICE AGREEMENT)**

**2024 SERVICE AGREEMENT**

This 2024 Service Agreement (“**Agreement**”) is entered into effective the 1st day of July, 2024 (“**Effective Date**”) by and between Boise State University, an institution of higher education of the State of Idaho and a body politic and corporate organized and existing under the constitution and laws of the State of Idaho (“**University**”), and the Boise State University Foundation, Inc., an Idaho non-profit corporation (“**Foundation**”). The University and the Foundation are sometimes referred to herein separately as a “**Party**” and collectively as the “**Parties.**”

**ARTICLE I**

**BACKGROUND**

1.1 **Background.** The Foundation is the primary affiliated foundation responsible for assisting the University in soliciting, managing and distributing private support for the University. The University and Foundation are parties to that certain Operating Agreement of even date herewith, setting forth the primary terms and conditions of the relationship between the Parties (the “**Operating Agreement**”). In accordance with the Operating Agreement, the Parties hereby desire to document the services provided by each Party and the corresponding charges for such services.

1.2 **Loaned Employees.** The University and the Foundation have entered and will enter into additional agreements (each such agreement, a “**Loaned Employee Agreement**”) for the loaning of Loaned Employees (as defined in Exhibit A) to the Foundation by the University. The Loaned Employee Agreements shall set forth the relative rights and responsibilities of the Foundation and the University with respect to the Loaned Employees. The Loaned Employees have no function at the University other than to act in their capacity as employees loaned to the Foundation and are subject to the exclusive day-to-day direction, control and supervision of the Foundation.

**ARTICLE II**

**SERVICES**

2.1 **University Services.** The University shall provide the following services to the Foundation in accordance with the terms of this Agreement: administrative support in payroll processing (including payment), employee benefits (including administration and payment), accounts payable (including employee expense reimbursement and use of the University’s purchasing card program), human resource management relating to hiring, retention and training, certain compliance services, information technology (including selected cloud and hosting services, backup solutions, data and network security, managed security services and monitoring, information technology support services, software as a service, incident management, hardware installation and maintenance and software development), public safety and security services (collectively, “**University Services**”).

2.1.1 **Additional Services.** The University may assist the Foundation with certain special projects or additional services requested by the Foundation from time to time, and agreed to by the University, provided such projects are consistent with the purposes of the Foundation and

provisions of the Operating Agreement and this Service Agreement. Additional Services shall be agreed to in a supplemental agreement setting forth the scope of the service and corresponding Direct Charge, or in writing signed by both Parties setting forth the revised University Services and corresponding updated Exhibit A to reflect the updated Components of the University Service Charge.

**2.2 Foundation Services.** The Foundation shall provide the following services to the University in accordance with the terms of this Agreement: asset management, investment, fundraising, donor and alumni relations and certain information technology services and licensing (collectively, “**Foundation Services**” and, together with the University Services, “**Services**”).

**2.2.1 Asset Management, Investment.** The Foundation shall receive contributions and hold, protect, manage, and invest such funds for the benefit of the University, in accordance with the Investment Policy, applicable laws, regulations and policies, and terms of the Operating Agreement. This includes maintaining and operating permanent endowment funds for the benefit of the University and making distributions for certain educational scholarships and other distributions consistent with the purposes for which funds are received and held and any applicable laws and regulations.

**2.2.2 Fundraising, Donor and Alumni Engagement.** The Foundation shall provide fundraising, donor and alumni engagement services to the University (collectively, “**Advancement Services**”). The Advancement Services shall be provided in accordance with a Fundraising Plan to be created and agreed to mutually between the University and Foundation for each Fiscal Year (“**Fundraising Plan**”). For the first fiscal year of this Agreement (July 1, 2024-June 30, 2025), the Fundraising Plan shall be agreed to not later than \_\_\_\_\_ for the fiscal year commencing July 1, 2024. In subsequent terms, the Fundraising Plan should be finalized and approved no later than \_\_\_\_\_, for the upcoming fiscal year. The Fundraising Plan shall be approved and signed by the University Liaison and Foundation Liaison for each Fiscal Year. The Foundation shall provide Advancement Services in accordance with the approved Fundraising Plan, together with all customary related services. The Services shall be provided in a professional manner consistent with prevailing standards in the industry. The Fundraising Plan may be modified from time to time, with mutual written approval by the Parties.

**2.2.3 Additional Services.** The Foundation may assist the University with certain capital projects, real estate and development of land and buildings for the benefit of the University, and other special projects identified by the University from time to time, and agreed to by the Foundation, provided such projects are consistent with the purposes of the Foundation and provisions of the Operating Agreement and this Service Agreement. Additional Services shall be agreed to in a supplemental agreement setting forth the scope of the service and any corresponding charges, or in writing signed by both Parties setting forth the updated Foundation Services and corresponding updated Exhibit A.



ARTICLE III

SERVICE CHARGES

3.1 **University Service Charge.** The University will charge the Foundation for the University Services (“**University Service Charge**”) provided by the University each fiscal year. The University Service Charge shall be calculated as follows:

$$\begin{array}{c} \text{University Service Charge} \\ = \\ \text{Loaned Employee Payments} + \text{OIT Costs} + \text{Operations Support Costs} + \\ \text{Rent} \end{array}$$

3.1.1 **Components of University Service Charge.** Each of the components of the University Service Charge and the defined terms used in defining those components are defined on Exhibit A hereto, which is incorporated herein by this reference. The Parties may update Exhibit A from time to time as provided in Section 3.1.2.

3.1.2 **Changes to Components of University Service Charge.** Components of the University Service Charge may be adjusted pursuant to the terms of this Section 3.1.2 prior to the beginning of each fiscal year. Any adjustment to the University Services or components of the University Service Charge shall be evidenced by an amendment, including an amendment to Exhibit A, which shall be executed by the Chief Executive Officer of the Foundation (“**Foundation CEO**”) and President of the University (“**University President**”).

3.1.2.1 **Generally.** For the fiscal year commencing July 1, 2025 (“**FY26**”) or any fiscal year after FY26, each of the OIT Costs, Payroll Support Amount, Accounts Payable Amount and Rent (each, a “**Component**”) may be adjusted as follows: (a) the Foundation CEO and University President may agree to increase or decrease a Component by an amount that is equal to or less than 5% of the amount of such Component for the prior fiscal year without the approval of the Idaho State Board of Education (“**State Board**”) or the Foundation’s Board of Directors (“**Foundation Board**”); and (b) the Foundation Board must approve any increase or decrease in a Component by an amount that is greater than 5% of the amount of such Component for the prior fiscal year. State Board approval shall be required to the extent required under applicable State Board policies.

3.1.2.2 **Discontinuation of Services.** The University may discontinue any of the University Services by providing at least ninety (90) day’s prior written notice to the Foundation. If any of the Services provided by the University to the Foundation are discontinued and such discontinued Services comprise all Services described in a term defined on Exhibit A, then the defined term associated with such discontinued Services shall be removed from the formula for calculating the University Service Charge set forth in Section 3.1. Payments for the defined term would be pro-rated from July 1 of the year of discontinuation to the date of discontinuation. Upon discontinuation of any of the Services, such adjustment to the Services and Components shall be evidenced by an amendment to Exhibit A executed by the University President and Foundation CEO.

3.2 **Foundation Service Charge.** The Foundation will charge the University for the Foundation Services (“**Foundation Service Charge**” and, together with the University Service Charge, the “**Service Charges**”) provided by Foundation each fiscal year. The Foundation Service Charge shall be calculated as follows:

$$\begin{aligned} &\text{Foundation Service Charge} \\ &= \\ &\text{Cost to Raise a Dollar} \times \text{Fundraising Goal} \end{aligned}$$

3.2.1 **Components of Foundation Service Charge.** Each of the components of the Foundation Service Charge and the defined terms used in defining those components are defined on Exhibit A hereto.

3.2.2 **Changes to Components of Foundation Service Charge.** The following component of the Foundation Service Charge may be adjusted pursuant to the terms of this Section 3.2.2 prior to the beginning of each fiscal year. Any adjustment to the following component of the Foundation Service Charge shall be evidenced by an amendment to Exhibit A, which shall be executed by the Foundation CEO and the University President.

3.2.2.1 **CRD Amount.** For FY26 or any fiscal year after FY26, the CRD Amount may be adjusted as follows: (a) the Foundation CEO and University President may agree to increase or decrease the CRD Amount by an amount that is equal to or less than 5% of the prior fiscal year’s CRD Amount without the approval of the State Board or the Foundation Board; and (b) the State Board and the Foundation Board must approve any increase or decrease in the CRD Amount by an amount that is greater than 5% of the prior fiscal year’s CRD Amount.

3.2.3 **Appropriations Holdback.** In the event the State of Idaho legislature reduces the appropriation to the University for a particular fiscal year after the fiscal year commences (“**Appropriation Holdback**”), the Foundation Service Charge may be reduced by an amount that is proportionate to the amount of the reduction to the total appropriation to the University. Upon the occurrence of an Appropriation Holdback, the University will provide prompt written notice to the Foundation of the amount of the Appropriation Holdback and the Foundation may, within 30 days of receipt of such written notice, modify the Foundation Services or reduce the number of Loaned Employees, in the Foundation’s discretion, to accommodate the reduction in the Foundation Service Charge and will promptly provide written notice to the University of such modification or reduction if any.

3.3 **Charges for Services.** The Party providing the applicable Services shall charge the other Party for such Services in the amounts calculated pursuant to this Article III and payment for the Services shall be pursuant to Section 3.4. The Service Charges shall constitute full compensation to each Party for all charges, costs and expenses incurred by the other Party in providing the applicable Services, unless otherwise specifically agreed to in writing between the Parties.

3.4 **Reconciliation of Service Charges.**

3.4.1 **Net Service Charge.** At least 30 days prior to the end of each fiscal year, each Party shall aggregate all Service Charges owed to such Party by the other Party for all Services performed or to be performed during the current fiscal year and shall provide documentation,

which may be maintained in electronic form, to the other Party of the same that is sufficient to specifically identify the Services and adequately support the Service Charges. Once the Parties have received documentation of the Service Charges owed, the Parties shall work together in good faith to aggregate both Party's Service Charges ("**Net Service Charge**") in accordance with the provisions of this Agreement, including Exhibit A and in accordance with the exemplar created by the parties and outlined in Exhibit A-1. If the Parties are unable to agree on the Net Service Charge, the procedures set forth in Section 5.3 shall apply.

**3.4.2 Payment.** On or prior to June 30th of each year, the Foundation shall make a single cash payment to the University that is in an amount equal to the Net Service Charge if the Net Service Charge is an amount owed by the Foundation to the University. In no event will the University be required to make a payment to the Foundation. If the Net Service Charge is a number above \$0, the Foundation shall pay the amount of the Net Service Charge to the University to be used by the University in its discretion. In addition to the University Service Charge, the Foundation is responsible for payment of "**Direct Charges**" as they occur to be billed separately from the Service Charges. The University will provide an invoice to the Foundation for Direct Charges within a reasonable time following incurrence of the charges. The Foundation shall pay Direct Charges within thirty (30) days following receipt of the invoice therefor and no later than the June 30<sup>th</sup> of each year.

### **3.5 Meetings and Reports.**

**3.5.1 Reports.** The Foundation will provide regular reports to certain University leadership (including the University President and the Provost, Chief Financial and Operating Officer, Vice Presidents, Deans and central leadership of the University) on fundraising progress. The Foundation leadership, including the Foundation CEO and the Foundation's lead fundraisers, will provide quarterly reports to University leadership to assess progress on the Fundraising Plan, including the Fundraising Goal, review of open proposals and progress towards engagement, marketing and communication priorities and other appropriate fiscal reports. Prior to the start of such next fiscal year, the Foundation shall provide the University President with the Foundation's proposed annual operating budget and capital expenditure plan (if any), as approved by the Foundation Board. Information disclosed by the Foundation in the quarterly reports will not include Confidential Donor Information (as defined in the Operating Agreement), which is owned, controlled and possessed by the Foundation.

**3.5.2 Forecasting Service Charges for Foundation's Annual Budget.** Beginning on April 1 of each year, Foundation leadership and University leadership will review the quarterly reports to forecast the Service Charges for the next fiscal year. The Parties shall mutually agree on the estimated Service Charges for the next fiscal year by no later than the regularly scheduled spring/summer meeting of the Foundation Board.

**3.5.3 Modifications.** At the end of each Fiscal Year, the Foundation CEO and the University President or their designees shall meet to discuss the Services provided and the Service Charges, including components of the formulas set forth in Sections 3.1 and 3.2 to determine if Services should be modified and/or such components should be updated based on modifications to Services, or based on financial considerations such as historical data, such as a rolling average of the data used in a particular component over at least the prior three years, to more accurately

calculate the Service Charges. If the Parties determine the Services or components should be modified or updated, the Parties will cooperate in good faith to amend this Service Agreement or enter into supplemental agreements as necessary to reflect the agreed-upon changes along with any related updates to the description of the scope of the Services provided by each Party to the other Party. In the event the Operating Agreement is amended or modified, or the Service Charges are materially modified in the Service Agreement, such modifications shall be presented to the State Board and the Foundation Board for approval.

#### **ARTICLE IV**

#### **RECORDS; PROTECTION OF CONFIDENTIAL INFORMATION**

4.1 **Retention and Access.** Each Party shall maintain accurate and complete records with respect to Services performed and Service Charges owed. Such records shall be kept at each respective Party's principal place of business, may be maintained in electronic form and shall be available for inspection and use by the other Party or its representatives during normal business hours. In addition, upon written request of either Party, the other Party shall execute a proprietary and confidentiality agreement. Retention will be subject to the University's and Foundation's record retention policies, as applicable.

4.2 **Definition.** "Confidential Information" means (a) any information disclosed by one Party to the other Party, either directly or indirectly, in writing, orally, electronically, digitally, via the internet or in any other form or manner or acquired by inspection, observation or otherwise, that is not generally known outside of the disclosing Party unless as a result of a breach of any of the receiving Party's obligations imposed by this Agreement, that the disclosing Party marks or identifies as confidential or with a similar legend, or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered confidential, including Confidential Donor Information, and (b) any information otherwise obtained, directly or indirectly, by the receiving Party through inspection, observation, review or analysis of information described in clause (a) of this Section 4.2.

4.3 **Exclusions.** Notwithstanding Section 4.2, Confidential Information does not include information that: (a) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party to the receiving Party; (b) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no breach of any confidentiality obligations of any Party or a third party; (c) is in the possession of the receiving Party without an obligation of confidentiality at the time of disclosure by the disclosing Party as shown by the receiving Party's files and records immediately prior to the time of disclosure; (d) is obtained by the receiving Party from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality; or (e) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information, as shown by documents and other competent evidence in the receiving Party's possession.

4.4 **Restrictions on Disclosure and Use.** The receiving Party shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. The receiving Party shall use the same care and discretion to avoid disclosure of the

disclosing Party's Confidential Information as it uses with its own similar confidential information, and in no event with less than reasonable care. Without limiting the foregoing, the receiving Party shall: (a) limit access to any Confidential Information to receiving Party's affiliates and the employees, contractors, agents and other representatives of the receiving Party and its affiliates (collectively, "**Representatives**") who have a need to know in connection with the performance of the obligations under Parties' Agreements (as defined in Section 6.11); and (b) require all Representatives having access to Confidential Information (excluding Representatives who are bound by duties of confidentiality with respect to the Confidential Information under applicable rules of professional conduct) to enter into a written agreement with the receiving Party containing restrictions with respect to the Confidential Information at least as restrictive as the restrictions set forth in this Agreement. The receiving Party shall, and shall cause its Representatives to, not use the Confidential Information of the disclosing Party except and solely in connection with the performance of the receiving Party's obligations under the Parties' Agreements. The receiving Party shall be liable to the disclosing Party for any act or omission by any of its Representatives that would constitute a breach of this Agreement by the receiving Party if the receiving Party engaged in such act or omission. The receiving Party shall immediately notify the disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information.

**4.5 Confidential Donor Information.** Section 3.5.1 of this Agreement and the Operating Agreement set forth additional restrictions on disclosure and use of the Confidential Donor Information, and such restrictions shall be strictly complied with by the University and its Representatives.

**4.6 Legally Compelled Disclosure.** If the receiving Party or any of its Representatives becomes legally compelled (or requested by a regulatory body) to disclose any Confidential Information, the receiving Party will provide the disclosing Party with prompt written notice prior to disclosure, unless providing such notice would violate applicable law or regulation, so that the disclosing Party may seek a protective order or other appropriate remedy (and if the disclosing Party seeks such an order, the receiving Party will, and will cause its Representatives to, provide such cooperation as the disclosing Party reasonably requests, at the expense of the disclosing Party) or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained or if the receiving Party's compliance with the provisions of this Agreement is waived by the disclosing Party, the receiving Party will furnish, and shall allow any Representative to furnish, only that portion of the Confidential Information that is legally required (in the opinion of its legal counsel).

**4.7 Return or Destruction.** All documents and other tangible objects containing or representing Confidential Information of the disclosing Party shall remain the property of the disclosing Party. Promptly upon the disclosing Party's request or termination of this Agreement, the receiving Party shall, and shall cause its Representatives to, either return or destroy and certify to the destruction of (at the disclosing Party's election) all documents, including electronic copies, and other tangible objects containing or representing the disclosing Party's Confidential Information; provided, however, Confidential Information of the disclosing Party that is retained in compliance with the Party's document retention policies or contained in an archived computer system backup in accordance with applicable security or disaster recovery procedures is not required to be erased provided that (a) access to such copies shall be limited to personnel who need access in compliance with applicable record retention policies or security or disaster recovery

procedures and (b) such copies shall continue to be subject to the confidentiality and nonuse obligations in this Article IV.

4.8 **Survival.** The obligations of this Article IV shall survive the termination of this Agreement for a period of five years, except with respect to any trade secrets of either Party, in which case the obligations of this Article IV shall survive as long as such Confidential Information remains a trade secret of the disclosing Party as provided by applicable law.

## **ARTICLE V**

### **TERM, TERMINATION AND DISPUTE RESOLUTION**

5.1 **Term.** The initial term of this Agreement shall commence on the Effective Date and end on June 30, 2027 (“**Initial Term**”), and thereafter, this Agreement shall renew for two successive three-year terms (each a “**Renewal Term**” and, together with the Initial Term, “**Term**”), unless and until terminated in accordance with the terms and conditions contained in this Agreement.

5.2 **Terminate.** This Agreement shall terminate upon the earlier of: (a) mutual written agreement of the Parties; (b) 90 days’ prior written notice by either Party to the other Party to terminate this Agreement for any reason or no reason; (c) a breach by a Party of any material provision of this Agreement and such breach is not cured within 30 days after notice from the non-breaching Party specifying the nature of the default (or if the breach is of a nature that it cannot be completely cured within the 30-day period, if the non-breaching Party does not commence such curing within such 30-day period or thereafter fails to proceed with reasonable diligence and in good faith to cure the breach); or (d) termination of the Operating Agreement. The Parties agree that in the event this Agreement terminates under this Section 5.2, they shall cooperate with one another in good faith to negotiate a new agreement within six months. In the event negotiations fail, the Parties will initiate the dispute resolution mechanism described in Section 5.3 to further attempt to negotiate a new agreement.

5.3 **Dispute Resolution.** The Parties agree that in the event of any dispute arising from the Parties’ Agreements, the Parties shall first attempt to resolve the dispute by working together with the appropriate personnel of each of the Parties. If the personnel cannot resolve the dispute within 30 days after the dispute arises, then the Foundation CEO and the University President have 30 days to resolve the dispute. If the Foundation CEO and the University President cannot resolve the dispute within 30 days, then the Executive Chair of the Foundation Board and the State Board have 30 days to resolve the dispute. If the dispute is not resolved by the Executive Chair of the Foundation Board and State Board within 30 days, the Parties shall submit the dispute to mediation by an impartial third party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from this Agreement. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees and other professional expenses, if awarded by a court of competent jurisdiction.

5.4 **Effect of Termination.** Upon termination of this Agreement, each Party shall cooperate in order to affect an orderly transition of the applicable Services to the other Party, and all Service Charges shall be prorated to the extent appropriate based on the date of termination.

## **ARTICLE VI**

### **GENERAL TERMS**

6.1 **Articles, Sections, Subsections and Subparagraphs.** This Agreement consists of text divided into Articles that are identified by roman numerals (for example, I, II and III), Sections that are identified by a number corresponding to the number of the Article of which the particular Section is a part followed by the number of the Section (for example, 1.1), subsections that are identified by numbers based on the order in which the subsections appear (for example, 1.1.1, 1.1.2 and 1.1.3) and subparagraphs that are identified by numbers based on the order in which the subparagraphs appear (for example, 1.1.1.1, 1.1.1.2 and 1.1.1.3). The organization is hierarchical, meaning that a reference to a division of this Agreement includes all of its Sections, subsections and subparagraphs (for example, a reference to a Section includes the Section and all of its subsections and subparagraphs).

6.2 **Interpretation.** In this Agreement: (a) the words “including”, “include” and similar words are to be construed as being followed by the phrase “without limitation”; (b) the word “may” is permissive and not mandatory; (c) a reference to a statute includes a reference to the corresponding provisions of any successor legislation and to any related regulations; and (d) unless expressly stated otherwise, references to an agreement, statute, regulation or any other document are to be construed as followed by the phrase “as amended from time to time.”

6.3 **Notices.** Any notices required under this Agreement must be in writing and may be delivered: (a) in person, with the date of notice being the date of personal delivery; (b) by United States Postal Service, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of delivery on the return receipt; or (c) by nationally recognized delivery service, such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service. Notices must be addressed to the following addresses or any other address that a Party provides by notice:

To the University:

Boise State University  
Office of the President  
1910 University Dr.  
Boise, Idaho 83725

cc:

Boise State University  
General Counsel  
1910 University Dr.  
Boise, Idaho 83725

To the Foundation:

Boise State University Foundation, Inc.  
Chief Executive Officer  
1173 University Dr.  
Boise, Idaho 83706

**6.4 Separate Entity; No Joint Venture.** Notwithstanding anything to the contrary in this Agreement, the Foundation maintains its position that it is a separate charitable entity not subject to laws applicable to state public bodies, such as open records and meeting laws. At all times and for all purposes of this Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party. As independent entities, the University and the Foundation shall not be liable for any of the other Party's contracts, torts or other acts or omissions, or those of the other Party's trustees, directors, officers, employees or agents.

**6.5 Legal Authority.** Foundation represents and warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Foundation to its terms. The person(s) executing this Agreement on behalf of the Foundation warrant(s) that such person(s) have full authorization to execute this Agreement.

**6.6 Allocation of Risks and Liabilities.** The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers or employees. The Foundation agrees to indemnify, defend and hold the University, the State Board of Education, and each of their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the Foundation, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of the Foundation or a Loaned Employee who is working for the benefit of the Foundation. The University acknowledges and agrees it is responsible for negligent or wrongful acts committed by the University or by its employees or agents arising out of the University's performance under the terms of this Agreement to the extent authorized by law. The University shall not be responsible for the acts of the Foundation or any third party and the results thereof and shall at no time be liable for more than the pro rata share of the total damages awarded in favor of a claimant that is directly attributable to the negligent or otherwise wrongful acts or omissions of the University or its employees or agents. University's liability shall be governed by the Idaho Tort Claims Act, Idaho Code Title 6, Chapter 9, as may be amended from time to time, and other applicable laws, including without limitation Idaho Code Title 59, Chapter 10 and the Idaho State Constitution. Nothing in the agreement shall be deemed to constitute a waiver by University of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained. Nothing in this Operating Agreement



shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 *et seq.*

6.7 **Assignment.** This Agreement is not assignable by either Party, in whole or in part.

6.8 **Modification.** Any modification to this Agreement other than the Exhibits shall be in writing and signed by both Parties. Modifications to the Exhibits shall be pursuant to Sections 3.1.2 and 3.2.2.

6.9 **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho.

6.10 **Certifications.** University is prohibited by state law from entering into certain contractual agreements. Foundation hereby certifies that: (i) it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control; or a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code; and (ii) it is not currently owned or operated by the People's Republic of China and will not for the duration of the Agreement be owned or operated by the People's Republic of China; and (iii) it is not an abortion provider or an affiliate of an abortion provider under the No Public Funds for Abortion Act. The terms in this paragraph defined in Idaho Code Section 67-2346, Section 67-2347A, Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein. This certification is made solely to comply with the Idaho statutes referenced herein and to the extent such section does not contravene applicable State or federal law.

6.5 **Waiver.** Waiver by either Party of any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement.

6.6 **Severability.** If any provision of this Agreement is held invalid or unenforceable to any extent, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

6.7 **Entire Agreement.** This Agreement, the Operating Agreement and the agreements contemplated to be entered into by the Parties under the Operating Agreement, which are (a) the Lease Agreement by and between the Foundation and the University ("**Lease Agreement**") and (b) the Loaned Employee Agreements (collectively with this Agreement and the Operating Agreement, "**Parties' Agreements**"), constitute the entire agreement among the Parties pertaining to the Parties' Agreements pertaining to the subjects contained therein or herein. In the event of any inconsistency between the provisions of the Parties' Agreements and the provisions of the Operating Agreement, the provisions of the Operating Agreement shall control. If the Operating Agreement is amended at any time during the Initial Term or a Renewal Term, to the extent such amendments cause inconsistencies between this Agreement and the Operating Agreement, this

Agreement shall be amended to cure such inconsistencies. This Agreement supersedes any prior written or oral statements related to the terms of this Agreement.

6.8 **Execution.** This Agreement may be signed by electronic means and in counterparts, each of which constitutes an original, and all of which together constitute a single agreement.

(Signature page follows.)

IN WITNESS WHEREOF, the University and the Foundation have executed this Agreement on the date set forth below the Party's signature to be effective on the Effective Date.

**BOISE STATE UNIVERSITY**

By: \_\_\_\_\_

Name: Dr. Marlene Tromp

Its: President

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

**BOISE STATE UNIVERSITY FOUNDATION,  
INC.**

By: \_\_\_\_\_

Name: James L. Martin

Its: Executive Chair

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

EXHIBIT A

COMPONENTS OF SERVICE CHARGES

“**Accounts Payable Amount**” means \$7.00.

“**Accounts Payable Costs**” means the sum of (a) the number of invoices and expense reimbursements processed by the University for the Foundation during the fiscal year multiplied by the Accounts Payable Amount.

“**Cost to Raise a Dollar**” or “**CRD**” means the cost associated with the Foundation’s fundraising efforts to raise one dollar, which shall initially be the CRD Amount.

“**CRD Amount**” means \$0.20, which is based on current industry standards.

“**Direct Charges**” shall mean charges for services outside of the University Services, charged on a per-occurrence basis and any payment made on behalf of the Foundation through the University accounts payable functions including purchasing card charges, expense reimbursement amounts, as well as any other direct campus charges such as individual event costs or remodeling of space, incurred from time to time by the Foundation and billed by the University in accordance with the University’s standard processes when providing services to other University departments or non-profit organizations outside of the University, at non-profit rates.

“**Fundraising Goal**” means a goal for the amount of money the Foundation aims to raise through the Foundation’s fundraising efforts for the upcoming fiscal year, to be set forth in the Fundraising Plan for each Fiscal Year.

“**HR Costs**” means the University’s human resources department budget, the compliance office budget and the public safety budget for the fiscal year multiplied by a fraction, the numerator of which is the number of Loaned Employees and the denominator of which is the total number of employees of the University, including the Loaned Employees, during the fiscal year.

“**Loaned Employees**” means all positions for which the Foundation and the University enter into Loaned Employee Agreements during a particular fiscal year regardless of whether each such Loaned Employee is loaned to Foundation by University for the entire 12 months of the fiscal year, and Foundation’s budget for the fiscal year contains the expenses associated with all such positions for the entire fiscal year.

“**Loaned Employee Payments**” means an amount equal to the actual payments made by the University for the salaries and benefits of the Loaned Employees during the fiscal year.

“**OIT**” means the University’s Office of Information Technology.

“**OIT Costs**” means the OIT budget comprised of (a) salary and fringe benefits for OIT personnel and (b) master enterprise licenses and contracts owned by the University and used, at least in part, by the Foundation for the fiscal year multiplied by a fraction, the numerator of which is the number of Loaned Employees and the denominator of which is the total number of employees of the University, including the Loaned Employees, during the fiscal year.

**“Operations Support Costs”** means the sum of Payroll Support Costs, Accounts Payable Costs and HR Costs.

**“Payroll Support Amount”** means \$2.25.

**“Payroll Support Costs”** means the product of (a) the Payroll Support Amount, (b) the number of Loaned Employees during the fiscal year and (c) the number of payroll periods in the fiscal year.

**“Rent”** or **“Rental Rate”** means the amount charged as Rent under the Lease Agreement between the Parties for the fiscal year.

**“Fundraising Plan”** means the list of vital goals collaboratively developed by the Foundation CEO and the University President prior to the beginning of each fiscal year that shall include the Fundraising Goal.

The Parties will attach Exhibit A-1 hereto as an exemplar, demonstrating the formula and process by which the Service Fees are calculated each Fiscal Year, which is incorporated herein by this reference and may be updated from time to time with mutual agreement of the Parties.

Effective Date of this Exhibit A: \_\_\_\_\_

**UNIVERSITY PRESIDENT**

By: \_\_\_\_\_

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

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

**FOUNDATION CHAIR**

By: \_\_\_\_\_

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

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

**AGREEMENT FOR  
BOISE STATE UNIVERSITY TO LOAN NON-CLASSIFIED PROFESSIONAL EMPLOYEE  
TO  
THE BOISE STATE UNIVERSITY FOUNDATION, INC.**

THIS AGREEMENT is entered into by and between BOISE STATE UNIVERSITY, a state of Idaho educational institution, and a body politic and corporate organized and existing under the laws of the state of Idaho (“the University”), BOISE STATE UNIVERSITY FOUNDATION, INC. a private nonprofit corporation (“the Foundation”), and \_\_\_\_\_, (“Loaned Employee”) a University professional employee who will be loaned to the Foundation with Loaned Employee’s agreement to this arrangement, as set forth in this document. This Agreement in no way alters Loaned Employee’s employment status.

**BACKGROUND**

**A.** The Foundation is incorporated as a 501(c)(3) organization and is responsible for identifying and nurturing relationships with potential donors and other friends of the University; assisting with solicitation of cash, securities, real and intellectual property, and other private resources for the support of the University; and acknowledging and stewarding gifts to the University in accordance with donor intent and its fiduciary responsibilities.

**B.** Loaned Employee is an employee of the University.

**C.** The University agrees to loan the above named Loaned Employee to the Foundation on an exclusive basis.

**D.** Loaned Employee and the Foundation agree that Loaned Employee will be loaned by the University to the Foundation on an exclusive basis pursuant to the terms of this Agreement.

**AGREEMENT**

The parties agree as follows:

**1. Relationship between Loaned Employee and University.**

**a.** Loaned Employee is a non-classified professional employee subject to the applicable State of Idaho, Idaho State Board of Education (“SBOE”), and University policies, rules and procedures.<sup>1</sup>

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1 Idaho State Board of Education Governing Policies and Procedures:  
<https://boardofed.idaho.gov/board-policies-rules/board-policies/human-resources-policies-section-ii/>  
Boise State University Policy Manual: <https://policy.boisestate.edu/>  
Boise State University Employee Handbook

**b.** Loaned Employee is at-will employee of the University. The University will provide notice in writing to the Loaned Employee, as required by the offer of employment, if it desires to end the employment relationship.

**c.** Loaned Employee is subject to the general personnel administration of the University, and the University is responsible for maintaining Loaned Employee's personnel file and payroll records.

**d.** Loaned Employee will use the University's online timekeeping system to accurately and timely report all sick and vacation leave taken, and if an overtime-eligible employee, all time worked including overtime/compensation time.

**e.** Loaned Employee's compensation is stated in the offer of employment from the University.

**f.** The University will provide wages and benefits to Loaned Employee. The University shall be responsible for submission of all employment taxes, benefits costs, and other related payroll costs arising out of Loaned Employee's employment with the University. All compensation decisions shall be made by the University in accordance with applicable State of Idaho, SBOE and University policies, rules and procedures.

**g.** Loaned Employee will be paid wages on the regular bi-weekly paydays of the University.

**h.** Loaned Employee is entitled to University benefits to the same extent and on the same terms as other University employees.

**i.** Loaned Employee is considered an employee of the University for purposes of the worker's compensation laws of the state of Idaho.

**j.** Loaned Employee shall not represent or act as an agent of the University in any negotiation, sign on behalf of the University in any particular transaction, or direct any other University employee under Loaned Employee's supervision to sign for the University in any transaction between the University and the Foundation.

## **2. Relationship between the Foundation and Loaned Employee.**

**a.** Loaned Employee will provide exclusive services to the Foundation as determined by the exclusive direction and supervision of the Foundation during the performance of Loaned Employee's duties under this Agreement. The Foundation is solely responsible for the day-to-day direction, management and supervision of Loaned Employee, including pre-authorizing any overtime work performed by a non-exempt professional employee. Loaned Employee is responsible for ensuring that all time worked (if a non-exempt employee) and leave taken is submitted and approved by the Foundation prior to, or concurrent with, Loaned Employee's accurate and timely reporting in the University's online timekeeping system in accordance with University policies as set forth in Section 1(c) above.

**b.** The Foundation will evaluate the performance of Loaned Employee annually in consultation with the University's Human Resources department (Human Resources) and in accordance with the University's rules and procedures, using the University's performance evaluation forms.

**c.** The parties acknowledge that in order for Loaned Employee to be disciplined (including dismissal, suspension, demotion, or the reduction in pay), adequate cause for disciplinary action must exist as set forth in SBOE Policy II.L.

### **3. Relationship between the Foundation and the University.**

**a.** The parties acknowledge that employment of non-classified professional employees (including recruitment, hiring, discipline, and separation) is governed by Idaho law and the SBOE's human resources policies and procedures.

**b.** While this Agreement is in effect, the University shall make the services of Loaned Employee available to the Foundation on an exclusive basis. The furnishing of Loaned Employee shall not be considered a professional service of the University. At no time during the performance of this Agreement shall Loaned Employee provide services to the University or receive or act under instructions from the University regarding work performed on behalf of the Foundation.

**c.** Loaned Employee's compensation is stated in the offer of employment from the University. Subject to Idaho law and SBOE and University policies and processes, the University will modify Loaned Employee's compensation in accordance with the requests of the Foundation's Board made to Human Resources. Loaned Employee may be eligible for Change in Employee Compensation ("CEC") as approved by the Idaho Legislature.

**d.** The University shall pay wages and provide benefits to Loaned Employee as described in Section 1(e, f, g, h, and i), above. The Foundation shall have no liability to the University or to Loaned Employee or any other third party for loss or damage arising out of or resulting from the University's failure to pay any amounts set forth in Section 1(e, f, g, h, and i), and such obligations shall be the sole and exclusive responsibility of the University.

**e.** The University shall maintain accurate records reflecting the actual cost of all items of direct cost for which payment is due from the Foundation under this Agreement. At all reasonable times, the Foundation shall have the right to inspect and copy said records, which the University agrees to retain for a minimum period of three years following the completion of this Agreement.

**f.** The Foundation's payment to the University for Loaned Employee will consist of one hundred percent (100%) of the University's total cost of Loaned Employee's wages and benefits including payroll-related taxes, insurance, benefits, and other related costs, provided, however, that the Foundation's Board must approve the portion of the payment consisting of Loaned Employee's wages and communicate its agreement with such wage amount to the University. Such costs will be billed monthly and paid to the University.



**g.** Pursuant to Section 2(b) of this Agreement, the Foundation will evaluate the performance of Loaned Employee annually. The Foundation will provide Human Resources with the fully-executed performance evaluation no later than fourteen (14) days after the performance evaluation is completed.

**h.** Any complaints of policy violations or legal violations involving Loaned Employee shall be immediately reported by the Foundation to the University in accordance with University policies and procedures.

**i.** The Foundation may recommend to the University discipline of Loaned Employee. In the event the Foundation believes Loaned Employee should be disciplined, the Foundation will promptly notify Human Resources. The parties acknowledge that in order for Loaned Employee to be disciplined (including dismissal, suspension, demotion, or the reduction in pay), adequate cause for disciplinary action must exist under SBOE Policy II.L. No disciplinary action shall be taken by Foundation against Loaned Employee without first consulting Human Resources. The University will conduct any required disciplinary process applicable to Loaned Employee and issue any required Notice of Contemplated Action. The Foundation shall fully cooperate with the University in any disciplinary investigation and process, however, the decision of whether and to what degree Loaned Employee should be disciplined is in the University's sole discretion. The Foundation may only terminate this Agreement if the disciplinary process results in a determination that a ground for dismissal of Loaned Employee exists and such dismissal for cause is upheld on any subsequent appeal. Should there be a need for paid administrative leave, the University may confer with the Foundation, however the Foundation will remain responsible for payment of all payments for the contract period.

**j.** The Foundation agrees to provide a work environment for Loaned Employee free of unlawful discrimination, harassment, retaliation, sexual misconduct, and violence, and in which Loaned Employee is treated with dignity and respect. The Foundation shall comply with all state and federal laws, including but not limited to nondiscrimination and anti-harassment laws. Accordingly, the Foundation will prohibit to the extent permitted by applicable law, discrimination and harassment against an individual on the basis of that person's race, color, religion, gender, age, sexual orientation, national origin, physical or mental disability, veteran status, genetic information, or any other status protected under applicable federal, state, or local law. The Foundation agrees to engage in appropriate measures to prevent discrimination, harassment, retaliation, sexual misconduct, and violence, and the Foundation agrees to promptly notify the University's Office of Institutional Compliance and Ethics upon being informed of, or having a reasonable basis to suspect that there has been, discrimination against, harassment of, retaliation against, or sexual misconduct, violence or stalking involving Loaned Employee or any member of the University community. The Foundation agrees to prohibit any retaliation against an individual (by any Foundation employee or Board member) who has made a good faith complaint of discrimination, harassment, sexual misconduct, or violence, or anyone who has cooperated in good faith in the investigation of a complaint. The Foundation agrees to take every step necessary to protect a complainant and any witnesses against retaliation for bringing a complaint or for participating in an investigation.

**k.** Except as provided in Section 1(d, e, and f) above, the University shall have no liability to the Foundation for loss or damage arising out of or resulting from the activities of Loaned Employee

in the course and scope of Loaned Employee's work for the Foundation. Therefore, the Foundation agrees to release, defend, indemnify, protect, and hold harmless the State of Idaho, the University, the SBOE, and the University and their officers, employees, agents, and volunteers, and Loaned Employee from and against any and all claims, liabilities, demands, losses, damages, expenses, and costs (including attorney fees, expert witness and consultant fees, and litigation costs), of every kind arising from this Agreement and Loaned Employee's work for the Foundation, including but not limited to a breach of the Foundation's obligations under this Agreement, and/or injuries (including death) to persons and for damages to property (including damage to property of the Foundation or others) arising in the course and scope of Loaned Employee's work for the Foundation, including all acts or omissions of Loaned Employee while performing work under this Agreement, but excluding any act or omission by the University in violation of any provision of this Agreement and excluding any act of the University. The limitation on liability and any agreement to defend, indemnify, or hold harmless expressed in the Agreement shall apply even in the event of the fault or negligence of Loaned Employee.

#### 4. General Terms

**a. Term, Termination.** The term of this Agreement is for one-year. This Agreement may be renewed for additional one (1)-year terms upon receipt by the University thirty (30) calendar days prior to the then current term of a written notice by the Foundation indicating its intent to renew for the subsequent one-year term. The Foundation may terminate this Agreement by providing thirty (30) calendar days' written notice to the University that it no longer desires the services of the Loaned Employee. This Agreement shall then be terminated effective at the end of the thirty (30) day period. In accordance with Section 3(i), the Foundation may request that the University place Loaned Employee on paid administrative leave following notice by the Foundation of its intent to terminate the Agreement. Notwithstanding the foregoing, if Loaned Employee is dismissed for cause at any time during the term of this Agreement, this Agreement shall terminate without further action when the dismissal for cause becomes final as determined by University in accordance with University policies and processes, including any appeal process. If the Loaned Employee resigns, the Agreement will terminate without further action when resignation is complete and the Foundation has fully satisfied all payment obligations due to the University hereunder. Loaned Employee remains subject to all applicable SBOE and University policies, including but not limited to policies regarding discipline for adequate cause, and other policies and procedures pertaining to non-classified professional at-will employees employed pursuant to SBOE Policy II.F.1.a.

**b. Governing Law.** This Agreement will be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho. The venue for any legal action under this Agreement shall be in Ada County.

**c. Notice.** 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:

**To the Foundation:**

Boise State University Foundation, Inc.

Chief Executive Officer  
1173 W. University Drive  
Boise, ID 83706

**To the University:**

Boise State University  
Vice President and Chief Financial Officer  
1910 University Drive  
Boise, ID 83725-1200

**To Loaned Employee:**

Last known address on file with Human Resources

Notice shall be deemed given on its date of mailing, emailing, faxing, or upon written acknowledgment of its receipt by personal delivery, whichever shall be earlier.

**d. Waiver.** Waiver by either party 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 any subsequent breach of the same or any other term, covenant or condition herein contained.

**e. Attorney's Fees.** In the event an action is brought to enforce any of the terms, covenants or conditions of this Agreement, or in the event this Agreement is placed with an attorney for collection or enforcement, the successful party to such an action or collection shall be entitled to recover from the losing party a reasonable attorney's fee, together with such other costs as may be authorized by law.

BOISE STATE UNIVERSITY

BOISE STATE UNIVERSITY  
FOUNDATION, INC.

\_\_\_\_\_  
Alicia Estey  
Vice President and Chief Financial Officer

\_\_\_\_\_  
Matthew Ewing  
Chief Executive Officer

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

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

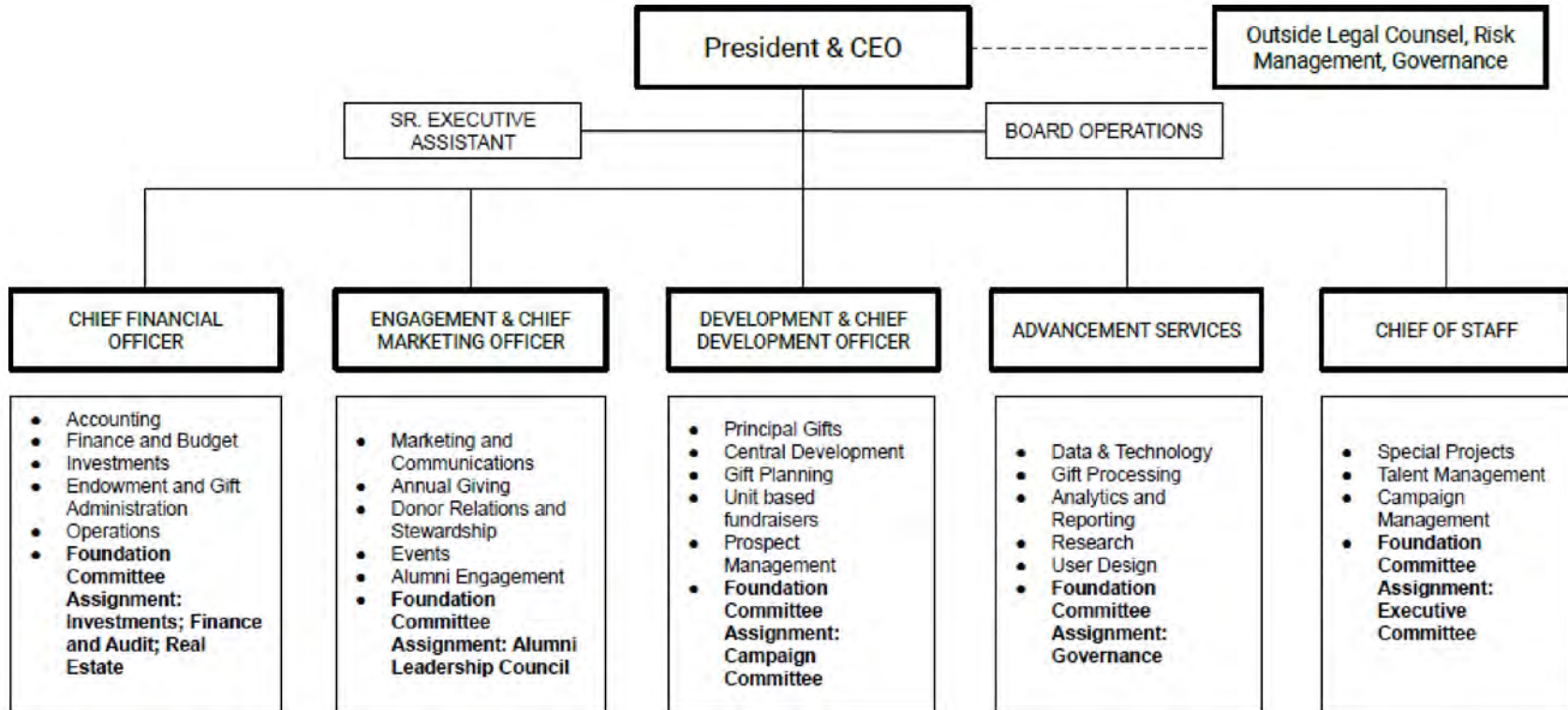
LOANED EMPLOYEE's understanding,  
concurrence and commitment to this  
Agreement:

\_\_\_\_\_  
Name

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

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# PROPOSED CONSOLIDATED FOUNDATION FUNCTIONAL ORGANIZATIONAL CHART



*(Current Foundation Functions)*



**(DRAFT Operating Agreement)**

**2024 OPERATING AGREEMENT**

**BETWEEN**

**BOISE STATE UNIVERSITY FOUNDATION, INC.**

**AND**

**BOISE STATE UNIVERSITY**

This 2024 Operating Agreement (“Operating Agreement”) between Boise State University Foundation, Inc. (“Foundation”) and Boise State University (“University”) is entered into effective the 1st day of July, 2024 (“Effective Date”), and is an amendment and restatement of the Operating Agreement entered into on January 14, 2021 (“Prior Operating Agreement”), which it fully replaces. The University and the Foundation are sometimes referred to herein separately as a “Party” and collectively as the “Parties”.

WHEREAS, the Foundation was organized and incorporated in Idaho for the purpose of engaging in activities designed to support and benefit the University, including but not limited to receiving contributions from individuals, businesses, government units and other institutions who wish to support the educational mission and activities of the University, holding, protecting, managing, and investing funds for the benefit of the University, maintaining and operating permanent endowment funds for the benefit of the University, and distributing funds to provide support to the University, including distributions for educational scholarships, as well as specific capital, education or other special projects identified by the University.

WHEREAS, the Foundation exists to receive contributions and hold, protect, manage, and invest such funds for the benefit of the University and to provide a degree of institutional excellence unavailable with state funding levels.

WHEREAS, as stated in its articles of incorporation, the Foundation is a separately incorporated 501(c)(3) organization, and the Foundation identifies and nurtures relationships with potential donors and other friends of the University, soliciting cash, securities, real and intellectual property, and other private resources for the support of the University, and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities.

WHEREAS, in connection with its fund-raising and asset-management activities, the Foundation will utilize, in accordance with this Operating Agreement, personnel experienced in planning for and managing private support.

WHEREAS, the Foundation mission provides that the Foundation is an independent organization that supports and strengthens the University’s mission and priorities by receiving, managing and distributing private gifts donated to the University and by identifying and nurturing relationships with potential donors, volunteers and friends of the University.

WHEREAS, the University and Foundation desire to set forth in writing various aspects of their relationship with respect to matters such as the solicitation, receipt, management, transfer and expenditure of funds.

WHEREAS, the Parties hereby acknowledge that they will at all times conform to and abide by the Idaho State Board of Education's Governing Policies and Procedures, Gifts and Affiliated Foundations Policy V.E. so long as the policies and procedures are consistent with the Foundation's tax-exempt status and applicable Internal Revenue Service laws and rules, and that they will submit this Operating Agreement for initial State Board of Education ("State Board") approval, and thereafter every three (3) years, or as otherwise requested by the State Board, for review and re-approval.

WHEREAS, the Foundation and the University intend for this Operating Agreement to be the written operating agreement required by State Board Policy V.E.2.b.

NOW THEREFORE, in consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I  
Foundation's Purposes**

The Foundation is the primary affiliated foundation that receives contributions and holds, protects, manages, and invests such funds for the benefit of the University. Accordingly, to the extent consistent with the Foundation's Articles of Incorporation, Bylaws, its tax-exempt status, and the State Board's Policies and Procedures, the Foundation shall: (1) solicit, receive and accept gifts, devises, bequests and other direct or indirect contributions of money and other property made for the benefit of the University from the general public (including individuals, corporations, other entities and other sources); (2) manage and invest the money and property it receives for the benefit of the University; and (3) support and assist the University in fundraising and donor relations.

In carrying out its purposes, the Foundation shall not engage in activities that: (1) conflict with federal or state laws, rules and regulations (including all applicable provisions of the Internal Revenue Code and corresponding Federal Treasury Regulations); (2) cause the University to be in violation of applicable policies of the State Board; or (3) conflict with the role and mission of the University.

**ARTICLE II  
Foundation's Organizational Documents**

The Foundation shall provide copies of its current Articles of Incorporation and Bylaws to the University. The Foundation, to the extent practicable, also shall provide the University with an advance copy of any proposed amendments to the Foundation's Articles of Incorporation and Bylaws. The University shall provide all such documents to the State Board.

**ARTICLE III  
University Resources and Services**

1. Liaisons.

a. University Liaison(s): The University's President ("University President") shall serve as the University's Liaison to the Foundation ("University Liaison"). The duties and responsibilities of the University Liaison, which may be delegated by the University Liaison, include the following:

- i. The University Liaison shall be responsible for communicating with the Foundation regarding the Foundation's fundraising efforts and for coordinating the administrative support provided by the University to the Foundation.
- ii. The University Liaison shall be invited to attend each meeting of the Foundation's Board of Directors ("Foundation Board") as a non-voting advisor. The University Liaison will provide regular reports to the Foundation Board about the University's financial position and activities, including its use of gifts. The University Liaison may also report other information to the Foundation Board that is pertinent to the common goals of the University and the Foundation.
- iii. The University Liaison will work with the Foundation Liaison and other Foundation leadership to create an annual Fundraising Plan, in accordance with the Service Agreement, which shall set the Foundation's goals relating to fundraising and engagement in support of the University's priorities. Fundraising efforts and coordination thereof shall be in accordance with the Service Agreement executed between the Parties, and the Fundraising Plan agreed to between the Parties. The University Liaison shall be authorized to approve the Fundraising Plan on behalf of the University and to request and approve modifications to the Fundraising Plan during the term, in accordance with the Service Agreement.

b. Foundation Liaison: The Chief Executive Officer of the Foundation ("Foundation CEO") will serve as the Foundation's liaison to the University ("Foundation Liaison"). The duties and responsibilities of the Foundation Liaison, which may be delegated by the Foundation Liaison to a designee, include the following:

- i. The Foundation Liaison shall be responsible for communicating with the University regarding the Foundation's fundraising efforts and for coordinating any administrative support provided by the University to the Foundation.



- ii. The Foundation Liaison shall attend University leadership meetings as directed by the University as a non-policy making advisor. The Foundation Liaison will provide regular reports to the University about the Foundation's financial position and activities, including fundraising and engagement services provided in accordance with the Service Agreement. The Foundation Liaison may also report other information to the University that is pertinent to the common goals of the University and the Foundation.
- iii. The Foundation Liaison will work with the University Liaison and other University leadership to create an annual Fundraising Plan, in accordance with the Service Agreement, which shall set the Foundation's goals relating to fundraising and engagement in support of the University's priorities. Fundraising efforts and coordination thereof shall be in accordance with the Service Agreement executed between the Parties and the Fundraising Plan agreed to between the Parties. The Foundation Liaison shall be authorized to approve the Fundraising Plan on behalf of the Foundation and to request and approve modifications to the Fundraising Plan during the term, in accordance with the Service Agreement.

2. Loaned Employees.

a. Foundation CEO: The Foundation CEO is an employee of the University who is exclusively loaned to the Foundation. The Foundation CEO's services shall be provided directly to the Foundation as follows and as set forth in the applicable Loaned Employee Agreement (as defined below) and as further described in section 2(b):

- i. Duties. The Foundation CEO is responsible for the strategy and planning for and the supervision and control of the day-to-day operations of the Foundation.
- ii. Reporting Structure. The Foundation CEO reports to and takes direction from the Foundation Board. All other Loaned Employees (as defined below) report to the Foundation CEO or another Loaned Employee designated by the Foundation CEO. The Foundation Executive Chair shall formally solicit and incorporated feedback from the University Liaison as part of the annual review process of the Foundation CEO.
- iii. In the event of a vacancy in the position for the Foundation CEO either due to termination, resignation or other separation, hiring of the subsequent Foundation CEO shall be done in accordance with Foundation and University policies and applicable law.

b. **Other Loaned Employees.** The Foundation and the University have entered and will enter into additional agreements (each such agreement, a “Loaned Employee Agreement”) for the loaning of Loaned Employees (as defined below) to the Foundation by the University. The Loaned Employee Agreements shall set forth the relative rights and responsibilities of the Foundation and the University. The Loaned Employees have no function at the University other than to act in their capacity as employees loaned to the Foundation and are subject to the exclusive day-to-day direction, control and supervision of the Foundation. The Foundation must provide the University with prior approval to: (a) post any position for hiring and (b) hire any employee that the Foundation and the University intend to be a Loaned Employee before the University employs such individual. Notwithstanding the provisions of the section, no University personnel other than a Loaned Employee shall be permitted to have responsibility or authority for Foundation policy making, financial oversight, spending authority, investment decisions or the supervision of Loaned Employees. For purposes of this Operating Agreement, “Loaned Employee” means all positions for which the Foundation and University enter into Loaned Employee Agreements during a particular fiscal year regardless of whether each such Loaned Employee is loaned to the Foundation by the University for the entire 12 months of the fiscal year and the Foundation’s budget for the fiscal year contains the expenses associated with all such positions for the entire fiscal year.

3. **University Services.** As set forth in greater detail in the Service Agreement by and between the Foundation and the University (“Service Agreement”), the University shall charge the Foundation (“University Service Charge”) to provide certain services to the University (the “University Services”). Except as specifically provided otherwise herein or in the Service Agreement, all University personnel who provide the University Services to the Foundation shall remain University personnel under the direction and control of the University, unless it is agreed that the direction and control of any such employee will be vested with the Foundation in a written Loaned Employee Agreement.

a. **University Service Charge.** The University Service Charge shall be calculated as set forth in the Service Agreement.

4. **Foundation Services.** As set forth on greater detail in the Service Agreement, the Foundation shall charge the University (“Foundation Service Charge”) for certain services provided by the Foundation to the University, including asset management, investment, fundraising, alumni relations and engagement and certain information technology services and licensing (collectively, “Foundation Services”).

a. **Foundation Service Charge.** The Foundation Service Charge shall be calculated as set forth in the Service Agreement. In the event the State of Idaho legislature reduces the appropriation to the University for a particular fiscal year after the fiscal year commences, the Foundation Service Charge may be reduced by an amount that is proportionate to the amount of the reduction to the total appropriation to the University. The Foundation may modify the Foundation Services or reduce the number of Loaned Employees, in the Foundation’s discretion, to accommodate the reduction in the Foundation Service Charge pursuant to the process set forth in the Service

Agreement, which will include adequate notice to the Parties and documentation of the changes.

5. University Facilities and Equipment. The University shall provide the use of certain University office space and equipment to the Foundation upon terms of use set forth in the AFC Lease Agreement by and between the Foundation and University (“AFC Lease Agreement”). The Rental Rate for the Foundation’s use of facilities under the AFC Lease Agreement shall be set forth in the Service Agreement.

6. No Foundation Payments to University Employees. Notwithstanding any provision of this Operating Agreement to the contrary, the Foundation shall not make any payments directly to a University employee in connection with any resources or services provided to the Foundation pursuant to this Operating Agreement.

**ARTICLE IV  
Management and Operation of Foundation**

The management and control of the Foundation shall rest with its Board of Directors.

1. Gift Solicitation.

a. *Form of Solicitation.* All Foundation gift solicitations shall make clear to prospective donors that (1) the Foundation is a separate legal and tax-exempt entity organized for the purpose of encouraging voluntary, private gifts, trusts, and bequests for the benefit of the University; and (2) responsibility for the governance of the Foundation, including the investment of gifts and endowments, resides in the Foundation Board.

b. *Foundation is Primary Donee.* Absent unique circumstances, prospective donors shall be requested to make gifts directly to the Foundation rather than to the University. Additionally, the University shall require its affiliated foundations and nonprofit organizations to direct revenue, including gifts and membership dues, to the Foundation for management. Exceptions to this shall be agreed upon between the Foundation and University on a case by case basis, due to unique circumstances associated with a particular solicitation or category of solicitations.

2. Acceptance of Gifts.

a. *Approval Required Before Acceptance of Certain Gifts.* Before accepting contributions or grants for restricted or designated purposes that may require administration or direct expenditure by the University, the Foundation shall obtain the prior written approval of the University. Similarly, the Foundation shall also obtain the prior written approval of the University of the acceptance of any gift or grant that would impose a binding financial or contractual obligation on the University.

b. *Acceptance of Gifts of Real Property.* The Foundation shall conduct adequate due diligence on all gifts of real property that it receives. In cases where the real property

is intended to be used by the University in connection with carrying out its proper functions, the real property may be conveyed directly to the University, in which case the University and not the Foundation shall be responsible for the due diligence obligations for such property. Acquisitions of real property and/or development of real property for use by University shall be subject to approval in accordance with Section VII(4) hereof.

c. *Processing of Accepted Gifts.* All gifts received by the University or the Foundation shall be delivered (if cash) or reported (if any other type of property) to the Foundation's designated gift administration office (a unit of the Foundation) in accordance with the Service Agreement.

3. Fund Transfers. The Foundation agrees to transfer funds, both current gifts and income from endowments, to the University on a regular basis as agreed to by the Parties. The Foundation's Chief Financial Officer, Treasurer or other individual to whom such authority has been delegated by the Foundation Board shall be responsible for transferring funds as authorized by the Foundation Board.

a. *Restricted Gift Transfers.* The Foundation shall inform the University officials into whose program or department funds are transferred of any restrictions on the use of such funds and provide such officials with access to any relevant documentation concerning such restrictions. Such University officials shall account for such restricted funds separate from other program and department funds in accordance with applicable University policies and shall notify the Foundation on a timely basis regarding the uses of such restricted funds.

b. *Unrestricted Gift Transfers.* The Foundation may utilize any unrestricted gifts it receives for any use consistent with the Foundation's purposes as generally summarized in Article I of this Operating Agreement. If the Foundation elects to use unrestricted gifts to make grants to the University, such grants shall be made at such times and in such amounts as the Foundation Board may determine in the Foundation Board's sole discretion.

4. Foundation Expenditures and Financial Transactions.

a. *Signature Authority.* The Foundation shall designate certain of its directors, officers, and staff with signature authority for the Foundation in all financial transactions pursuant to its governing documents. The Foundation may supplement or change this designation; provided, however, in no event may the person with Foundation signature authority for financial transactions be a University employee in a key administrative or policy making capacity, including but not limited to a University Vice President.

b. *Expenditures.* All expenditures of the Foundation shall be (1) consistent with the charitable purposes of the Foundation, and (2) not violate restrictions imposed by the donor or the Foundation as to the use or purpose of the specific funds.

5. University Report on Distributed Funds. On a regular basis, which shall not be less than annually, the University shall report to the Foundation on the use of restricted and unrestricted

funds transferred to the University. This report shall specify the restrictions on any restricted funds and the uses of such funds.

6. Transfer of University Assets to the Foundation. No University funds, assets, or liabilities may be transferred directly or indirectly to the Foundation without the prior approval of the State Board except when:

- a. A donor inadvertently directs a contribution to the University that is intended for the Foundation in which case such funds may be transferred to the Foundation so long as the documents associated with the gift indicate the Foundation was the intended recipient of the gift. In the absence of any such indication of donor intent, such funds shall be deposited in an institutional account, and State Board approval will be required prior to the University's transfer of such funds to the Foundation.
- b. The University has gift funds that were originally transferred to the University from the Foundation and the University wishes to return a portion of those funds to the Foundation for reinvestment consistent with the original intent of the gift.
- c. Transfers of a *de minimis* amount not to exceed \$10,000 from the University to the Foundation provided such funds are for investment by the Foundation for scholarship or other general the University support purposes. This exception shall not apply to payments by the University to the Foundation for obligations of the University to the Foundation, operating expenses of the Foundation or other costs of the Foundation.
- d. The transfer is of funds raised by the University for scholarship or program support and the funds are deposited with the Foundation for investment and distribution in accordance with the purpose for which the funds were raised.

7. Separation of Funds. All Foundation assets (including bank and investment accounts) shall be held in separate accounts in the name of the Foundation using Foundation's Federal Employer Identification Number. The financial records of the Foundation shall be kept using a separate chart of accounts. For convenience purposes, some Foundation expenses may be paid through the University such as payroll and campus charges. These expenses will be paid through accounts clearly titled as belonging to the Foundation and shall be reimbursed by the Foundation on a regular basis.

8. Insurance. The Foundation shall maintain insurance to cover the operations and activities of its directors, officers and Loaned Employees, with coverages satisfactory to the University. The Foundation shall also maintain general liability coverage with coverages satisfactory to the University. The Foundation shall provide a Certificate of Insurance to the University prior to execution of this Operating Agreement, naming the University as an additional insured. An updated Certificate of Insurance must be provided annually and any material changes to Foundation insurance coverages or policies must be reported to the University's Risk Manager.

9. Investment Policies. All funds held by the Foundation, except those intended for short term expenditures, shall be invested in accordance with the Uniform Prudent Management of Institutional Funds Act, Idaho Code Sections 33-5001 to 33-5010, and the Foundation's investment policy which is attached hereto as Exhibit A and incorporated herein; provided, however, the Foundation shall not invest any funds in a manner that would violate the applicable terms of any restricted gifts. The Foundation shall provide to the University any updates to such investment policy and upon such notice, Exhibit A shall be replaced with the updated investment policy.

10. Organization Structure of the Foundation. The organizational structure of the Foundation is set forth in the Foundation's Articles of Incorporation and the Bylaws. The Bylaws shall provide, consistent with SBOE Policies, for the University President to serve ex-officio on the Executive Committee of the Foundation Board of Directors as a non-voting member of the Committee and the Board of Directors. The University President shall be invited to attend all meetings of the Executive Committee and the Board of Directors, subject to the Foundation's Conflict of Interest Policy. In addition, the Bylaws shall provide, consistent with SBOE Policy, for the Provost and the Chief Financial and Operating Officer of the University to serve ex-officio on the Board and applicable committees, in a non-voting, advisory capacity. The Foundation agrees to provide copies of such Articles and Bylaws as well as any subsequent amendments to such documents to the University. The Foundation will provide prior written notice to University of any material changes to its Articles and Bylaws.

**ARTICLE V  
Foundation Relationships with the University**

At all times and for all purposes of this Operating Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party, provided, however, the University and the Foundation acknowledge that the Foundation carries out functions for the benefit of the University. All transactions between the University and Foundation shall meet the normal tests for ordinary business transactions, and should include proper documentation and approvals, such as service agreements or similar agreements setting forth the Parties' respective obligations. As such, the Parties shall share certain information as provided below.

1. Access to Records. The University shall have reasonable access to the financial records of the Foundation upon permission granted by the Foundation from time to time, which shall not be unreasonably withheld. All access by the University of such records shall be made in accordance with applicable laws and Foundation policies and guidelines. In addition, upon request of the Foundation, the University shall execute a confidentiality agreement and instruct its employees and agents that all confidential information of the Foundation shall be protected from disclosure. Except as specifically authorized under this Operating Agreement or any applicable confidentiality agreement between the University and the Foundation, the University's access to Foundation records shall not include the donor database and all other data, materials and information of the Foundation pertaining to past, current or prospective donors ("Confidential Donor Information"), which may be accessed only by Loaned Employees.

2. Records Management.

a. **Protection of Confidential Donor Information.** The Parties recognize that the records of the Foundation relating to actual or potential donors contain Confidential Donor Information. The Foundation owns and controls the Confidential Donor Information. The Confidential Donor Information is proprietary to the Foundation and constitutes confidential information and trade secrets. The Foundation is responsible for monitoring and controlling access to the Confidential Donor Information and protecting the security of the Confidential Donor Information. Accordingly, in providing information technology services, including data security and incident management, to the Foundation, OIT will comply with (a) the Foundation's data security plan, (b) all Foundation policies and procedures regarding the access, use disclosure, retention, deletion and processing of the Confidential Donor Information and (c) the security principle of least privilege to ensure that the security architecture is designed such that each OIT personnel is granted the minimum system resources and authorizations needed to perform the information technology support services for the Foundation.

b. **Maintenance of Records.** The Foundation shall be responsible for maintaining all permanent records of the Foundation including but not limited to the Foundation's Articles, Bylaws and other governing documents, all necessary documents for compliance with IRS regulations, all gift instruments, Confidential Donor Information and all other Foundation records as required by applicable laws.

c. **Inapplicability of State Laws.** The Foundation shall foster an atmosphere of openness in its operations, consistent with the prudent conduct of its business. The Parties understand that the Foundation is not a public agency or a governing body as defined in the Idaho Code, including the Idaho Open Meetings Law and Public Records Act. Nothing in the Operating Agreement shall be construed as a waiver of the Foundation's right to assert these statutes do not apply to the Foundation as a separate charitable entity.

d. Each Party shall take all steps necessary to monitor and control access to the donor database and to protect the security of the server and software relevant to the database.

3. Name and Marks. Each Party hereby grants the other a non-exclusive, royalty-free, nonsublicensable, nontransferable license to use the trademarks of the other Party, specifically: "Boise State University" and "Boise State University Foundation, Inc." (the "Licensed Marks") solely in connection with activities conducted in association with or for the benefit of the other Party. The foregoing notwithstanding, no rights are granted to a receiving Party to obtain in that Party's name domain names or social media incorporating the Licensed Marks. Neither Party may delegate, assign or sublicense the rights granted hereunder without express prior written consent from the other Party. All goodwill arising from a Party's use of the Licensed Marks shall inure to the benefit of the granting Party. Each Party shall adhere to the granting Party's strict quality control standards relative to use of the Licensed Marks and shall submit, upon the granting Party's request, exemplars of use to permit the granting Party to verify the other Party's compliance herewith. Neither party shall use the Licensed Marks to disparage the granting Party in any way, or in a manner that may tarnish or dilute the granting Party's trademark rights. Each granting Party reserves

the right to terminate this license on 60 days' notice in consequence of the other Party's noncompliance herewith, subject to the other Party's curing the breach within such 60-day period.

4. Identification of Source. The Foundation shall be clearly identified as the source of any correspondence, activities and advertisements emanating from the Foundation.

5. Establishing the Foundation's Annual Budget. After the Parties have completed the process described in the Service Agreement related to forecasting the Foundation Service Charge and the University Service Charge for the next fiscal year and prior to the start of such next fiscal year, the Foundation shall provide the University President with the Foundation's proposed annual operating budget and capital expenditure plan (if any) as approved by the Foundation Board . Any of the University's funding requests to the Foundation shall be communicated in writing by the University President to the Foundation CEO by April 1 of each year.

6. Supplemental Compensation of University Employees. Any supplemental compensation of University employees funded by the Foundation must be preapproved by the State Board. Any such supplemental compensation must be paid by the Foundation to the University, and the University shall then pay compensation to the employee in accordance with the University's normal practice. No University employee shall receive any payments or other benefits directly from the Foundation.

7. Strategic Planning. The University shall include the Foundation as an active and prominent participant in the strategic planning for the University. The Foundation shall include the University Liaison in the strategic and budget planning for the Foundation.

## **ARTICLE VI Audits and Reporting Requirements**

1. Fiscal Year. The Foundation and the University shall have the same fiscal year.
2. Annual Audit. The Foundation shall have an annual financial audit conducted by a qualified, independent certified public accountant who is not a director or officer of the Foundation. The annual audit report will be provided on a timely basis to the University's President and the State Board, in accordance with the State Board's schedule for receipt of said annual audit. The Foundation's annual statements will be presented in accordance with auditing standards generally accepted in the United States of America (GAAS). The Foundation is a component unit of the University as defined by the Government Accounting Standards Board (GASB). Accordingly, the University is required to include the Foundation in its financial statements which follow a GASB format. Therefore, the Foundation will include in its audited financial statement, schedules reconciling the GAAS Statements to GASB standards in the detail required by GASB Standards. The annual audited financial statements, including the auditor's independent opinion regarding such financial statements, and schedules shall be submitted to the University Office of Finance and Administration in sufficient time to incorporate the same into the University's statements. All such reports and any accompanying documentation shall protect Confidential Donor Information to the extent allowable by law.



3. Separate Audit Rights. If either Party has questions or concerns regarding the expenditure or collection of donor funds by the other, they shall each designate an employee or other representative to discuss the matter. If the matter remains unresolved, then the following shall apply: The University agrees that the Foundation, at its own expense, may at any time during normal business hours conduct or request additional audits or reviews of the University's books and records pertinent to the expenditure of donated funds. The Foundation agrees that the University and the State Board, at its own expense, may, at reasonable times, inspect and audit the Foundation's books and accounting records pertinent to the expenditure of donated funds.

4. Annual Reports to University President. On a regular basis, which shall not be less than annually, the Foundation shall provide a written report to the University President setting forth the following items:

- a. the annual financial audit report;
- b. an annual report of Foundation transfers made to the University, summarized by University department;
- c. an annual report of unrestricted funds received by the Foundation;
- d. an annual report of unrestricted funds available for use during the current fiscal year;
- e. a list of all of the Foundation's officers, directors, and Loaned Employees;
- f. a list of University employees for whom the Foundation made payments to the University for supplemental compensation or any other approved purpose during the fiscal year, and the amount and nature of that payment;
- g. a list of all state and federal contracts and grants managed by the Foundation;
- h. an annual report of the Foundation's major activities;
- i. an annual report of each real estate purchase or material capital lease, investment, or financing arrangement entered into during the preceding Foundation fiscal year for the benefit of the University; and
- j. an annual report of (1) any actual litigation involving the Foundation during its fiscal year; (2) identification of legal counsel used by the Foundation for any purpose during such year; and (3) identification of any potential or threatened litigation involving the Foundation.

5. Reports to University Leadership. The Foundation will provide regular reports to certain University leadership (including the University President and Provost, Vice Presidents, Deans and central leadership of the University) on fundraising progress. Foundation leadership, including the Foundation CEO and Foundation's lead fundraisers, will provide quarterly reports to University leadership to assess progress towards meeting the goals set forth in the Fundraising Plan,

including the Fundraising Goal, review of open proposals and progress towards engagement, marketing and communication priorities and other appropriate fiscal reports. Information disclosed by the Foundation in the quarterly reports will not include Confidential Donor Information, which will remain in the possession of the Foundation. At the end of the fiscal year, the Executive Chair of the Foundation Board and the Foundation CEO will meet with the University President to assess the Foundation's success and areas for improvement.

**ARTICLE VII  
Conflict of Interest and Code of Ethics and Conduct**

1. Conflicts of Interest Policy and Code of Ethics and Conduct. The Foundation's Conflict of Interest Policy is attached as Exhibit B. The Foundation shall provide the University any updates to the Foundation's conflict of interest policy, and upon such notice, Exhibit B shall be replaced with the updated conflict of interest policy.

2. Dual Representation. Under no circumstances may a University employee represent both the University and the Foundation in any negotiation, sign for both entities in transactions, or direct any other institution employee under their immediate supervision to sign for the related Party in a transaction between the University and the Foundation. This shall not prohibit University employees from drafting transactional documents that are subsequently provided to the Foundation for its independent review, approval and use.

3. Contractual Obligation of the Parties. Neither Party shall enter into any contract that would impose a financial or contractual obligation on the other without first obtaining the prior written approval of the other. University approval of any such contract shall comply with applicable University policies for review, approval and signature of contractual agreements and policies of the State Board with respect to State Board approval of University contracts.

4. Acquisition or Development of Real Estate. The Foundation shall not acquire or develop real estate or otherwise build facilities for the University's use without the University first obtaining approval of the State Board. In the event of a proposed purchase of real estate by the Foundation for the University, the University shall notify the State Board at the earliest possible date. Any such proposed purchase for the University's use shall be a coordinated effort of the University and the Foundation. Any notification to the State Board required pursuant to this paragraph may be made through the State Board's chief executive officer in executive session pursuant to Idaho Code Section 74-206(1).

**ARTICLE VIII  
General Terms**

1. Term. The initial term of this Operating Agreement shall commence on the Effective Date and end on June 30, 2027 ("Initial Term"), and thereafter, this Operating Agreement shall automatically renew for successive three-year terms (each a "Renewal Term" and, together with the Initial Term, "Term"), unless and until terminated in accordance with the terms and conditions contained in this Operating Agreement.

2. Right to Terminate. This Operating Agreement shall terminate upon the mutual written agreement of both Parties. In addition, either Party may, upon 90 days' prior written notice to the other, terminate this Operating Agreement, and either Party may terminate this Operating Agreement in the event the other Party defaults in the performance of its obligations and fails to cure the default within 30 days after receiving written notice from the non-defaulting Party specifying the nature of the default. Should the University choose to terminate this Operating Agreement by providing 90 days' written notice or in the event of a default by the Foundation that is not cured within the time frame set forth above, the Foundation may require the University to pay, within 180 days of written notice, all debt incurred by the Foundation on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Foundation choose to terminate this Operating Agreement by providing 90 days' written notice or in the event of a default by the University that is not cured within the time frame set forth above, the University may require the Foundation to pay any debt it holds on behalf of the Foundation in like manner. The Parties agree that in the event this Operating Agreement shall terminate, they shall cooperate with one another in good faith to negotiate a new agreement within six (6) months. In the event negotiations fail, the Parties will initiate the dispute resolution mechanism described below (through reference to the Foundation Executive Chair and the State Board) to further attempt to negotiate a new agreement within the time period specified herein, they will refer the matter to the State Board for resolution. Termination of this Operating Agreement shall not constitute or cause dissolution of the Foundation.

3. Dispute Resolution. The Parties agree that in the event of any dispute arising from this Operating Agreement, they shall first attempt to resolve the dispute by working together with the appropriate staff members of each of the Parties. If the staff cannot resolve the dispute, then the dispute will be referred to the Foundation CEO and the University President. If the Foundation CEO and the University President cannot resolve the dispute, then the dispute will be referred to the Foundation Executive Chair and the State Board for resolution. If they are unable to resolve the dispute, the Parties shall submit the dispute to mediation by an impartial third Party or professional mediator mutually acceptable to the Parties. If and only if all the above mandatory steps are followed in sequence and the dispute remains unresolved, then, in such case, either Party shall have the right to initiate litigation arising from this Operating Agreement. In the event of litigation, the prevailing Party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs, attorney fees, and other professional expenses.

4. Dissolution of Foundation. Consistent with provisions appearing in the Foundation's Bylaws and Articles of Incorporation, should the Foundation be dissolved or cease to be an Internal Revenue Code §501(c)(3) organization, the Foundation shall transfer to the State Board the balance of all property and assets of the Foundation, after the payment of all debts and obligations of the Foundation, and such property shall be vested in the State Board in trust for the continued support and benefit of the University.

5. Board Approval of Operating Agreement. Prior to the Parties' execution of this Operating Agreement, an unexecuted copy of this Operating Agreement must be approved by the State Board. Furthermore, this Operating Agreement, including any subsequent modifications and

restatements of this Operating Agreement, shall be submitted to the State Board for review and approval as required by the then applicable State Board's Policies and Procedures (currently, Section V.E.) and as requested by the State Board.

6. Modification. Any modification to the Operating Agreement or Exhibits hereto shall be in writing and signed by both Parties.

7. Providing Documents to and Obtaining Approval from the University. Unless otherwise indicated herein, any time documents are to be provided to the University or any time the University's approval of any action is required, such documents shall be provided to, or such approval shall be obtained from, the University's President or an individual to whom such authority has been properly delegated by the University's President.

8. Providing Documents to and Obtaining Approval from the Foundation. Unless otherwise indicated herein, any time documents are to be provided to the Foundation or any time the Foundation's approval of any action is required, such document shall be provided to, or such approval shall be obtained from, the Foundation's Board of Directors or an individual to whom such authority has been properly delegated by the Foundation's Board of Directors.

9. Notices. Any notices required under this Operating Agreement may be mailed or delivered as follows:

To the University:

President  
Boise State University  
1910 University Drive  
Boise, Idaho 83725

with a copy to:

General Counsel  
Boise State University  
1910 University Drive, Suite 210  
Boise, Idaho 83725-1203

To the Foundation:

Foundation Board Executive Chair  
Boise State University Foundation, Inc.  
1173 University Drive  
Boise, Idaho 83706

with a copy to:

Foundation CEO

Boise State University Foundation  
1173 University Drive  
Boise, Idaho 83706

10. No Joint Venture. Notwithstanding anything to the contrary in this Operating Agreement, the Foundation maintains its position that it is a separate charitable entity not subject to laws applicable to state public bodies, such as open records and meeting laws. At all times and for all purposes of this Operating Agreement, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party.

11. Legal Authority. Foundation represents and warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Foundation to its terms. The person(s) executing this Agreement on behalf of the Foundation warrant(s) that such person(s) have full authorization to execute this Agreement.

12. Allocation of Risks and Liabilities. The University and Foundation are independent entities and neither shall be liable for any of the other's contracts, torts, or other acts or omissions, or those of the other's trustees, directors, officers or employees. The Foundation agrees to indemnify, defend and hold the University, the State Board of Education, and each of their officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the Foundation, its employees, contractors, or agents in performing its obligations under this Operating Agreement. This indemnification shall include, but not be limited to, any and all claims arising from an employee of the Foundation or a Loaned Employee who is working for the benefit of the Foundation. The University acknowledges and agrees it is responsible for negligent or wrongful acts committed by the University or by its employees or agents arising out of the University's performance under the terms of this Agreement to the extent authorized by law. The University shall not be responsible for the acts of the Foundation or any third party and the results thereof and shall at no time be liable for more than the pro rata share of the total damages awarded in favor of a claimant that is directly attributable to the negligent or otherwise wrongful acts or omissions of the University or its employees or agents. University's liability shall be governed by the Idaho Tort Claims Act, Idaho Code Title 6, Chapter 9, as may be amended from time to time, and other applicable laws, including without limitation Idaho Code Title 59, Chapter 10 and the Idaho State Constitution. Nothing in the agreement shall be deemed to constitute a waiver by University of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained. Nothing in this Operating Agreement shall be construed to extend to the University's liability beyond the limits of the Idaho Tort Claims Act, Idaho Code §6-901 *et seq.*

13. Assignment. This Operating Agreement is not assignable by either Party, in whole or in part.

14. Governing Law; Required Certification. This Operating Agreement shall be governed by the laws of the State of Idaho.

15. Certifications. University is prohibited by state law from entering into certain contractual agreements. Foundation hereby certifies that: (i) it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control; or a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code; and (ii) it is not currently owned or operated by the People's Republic of China and will not for the duration of the Agreement be owned or operated by the People's Republic of China; and (iii) it is not an abortion provider or an affiliation of an abortion provider under the No Public Funds for Abortion Act. The terms in this section defined in Idaho Code Section 67-2346, Section 67-2347A, Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein.

15. Severability. If any provision of this Operating Agreement is held invalid or unenforceable to any extent, the remainder of this Operating Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

16. Entire Agreement. This Operating Agreement and the agreements contemplated to be entered into by the Parties under this Operating Agreement, which are (a) the Service Agreement, (b) Lease Agreement, and (c) Loaned Employee Agreements (collectively with this Operating Agreement, ("parties' Agreements")), constitute the entire agreement among the Parties pertaining to the subjects contained therein. In the event of any inconsistency between the provisions of the Parties' Agreements, the provisions of this Operating Agreement shall control. This Operating Agreement amends, restates and replaces the Prior Operating Agreement and supersedes all prior agreements and understandings pertaining thereto.

IN WITNESS WHEREOF, the University and the Foundation have executed this Operating Agreement on the above specified date.

BOISE STATE UNIVERSITY:

By: \_\_\_\_\_

Name: Dr. Marlene Tromp

Its: President

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

BOISE STATE  
UNIVERSITY FOUNDATION, INC.:

By: \_\_\_\_\_

Name: James L. Martin

Its: Executive Chair of the Board of Directors

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

Approved by the State Board of Education on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**EXHIBIT "A"**

**INVESTMENT POLICY**

See attached.



**EXHIBIT "B"**

**CONFLICT OF INTEREST POLICY**

See attached.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
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**BOISE STATE UNIVERSITY, IDAHO STATE UNIVERSITY, LEWIS-CLARK STATE COLLEGE, UNIVERSITY OF IDAHO**

**SUBJECT**

Request to Increase Intercollegiate Athletics Spending Limits for FY25

**REFERENCE**

June 2012	Board approved first reading of amendments tying general fund limit to General Fund appropriation and tying institutional fund limit to total appropriation as new Board Policy V.X.
August 2012	Board approved second reading of new Board Policy V.X.
June 2014	Board approved first reading of amendments to Board Policy V.X. setting athletic limits through formula rather than Board approval.
August 2014	Board approved second reading of amendments to Board Policy V.X.
April 2016	Board approved first reading of amendments to Board Policy V.X. revising the reporting requirements for gender equity and financial reporting.
June 2016	Board approved use of the 4-year institutions' Federal Title IX reports for tracking compliance with Gender Equity regulations; and use of annual NCAA reports (and the NCAA report format in the case of Lewis-Clark State College) for annual tracking of institutions' athletic revenues and expenditures.
April 2019	Board approved first reading of amendments to Board Policy V.X.
June 2019	Board approved second reading of amendments to Board Policy V.X. increasing the athletics limits for Idaho State University, Lewis-Clark State College and the University of Idaho and setting annual adjustments to the limits based on the institutions' general fund appropriation.
October 2021	The Board approved Boise State University's request to increase their respective Athletics Spending Limit

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commensurate with the growth of program budget.

February 2023

The Board gave Idaho State University permission to exceed the Athletics Spending Limit on a one-time basis to address the recent football coach separation, subsequent unforeseen second consecutive year of a football coaching search, and transition.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University is requesting a \$1M increase to its annual Athletics Spending Limit. The purpose of the request is to ensure that indirect expenditures that benefit Athletics are accurately captured and to give the university the flexibility to increase funding for Athletics. Additional funding will likely be necessary in future budget years due to inflationary increases in the cost of team travel and other operating expenses.

Below is the FY25 Athletic Spending Limit as currently calculated and the adjusted limit if the increase is approved:

Current FY25 Athletic Spending Limit:	\$ 9,004,500
Amended FY25 Athletic Spending Limit:	\$10,004,500

Idaho State University is requesting an increase to the annual Athletics Spending Limit by \$1.2M. This increase is a budget-neutral action, intended to more accurately and transparently account for athletic department expenses currently being funded through indirect institutional support flowing from other units. Some examples of this current funding structure are salary lines for some athletic trainers in the Division of Health Sciences, academic advisers and compliance officers in the legal and risk management offices, and a portion of the Athletic Director's salary being funded by Advancement. An increase in the spending limit to meet the real and basic needs of ISU Athletics would allow ISU to more accurately define and manage the athletics budget.

Below is the FY25 Athletic Spending Limit as currently calculated and the adjusted limit if the increase is approved:

Current FY25 Athletic Spending Limit:	\$ 6,632,800
Amended FY25 Athletic Spending Limit:	\$ 7,832,800

Lewis-Clark State College would like to request a \$500K increase to the annual Athletic Spending Limit to allow for future program expansion as the college continues to progress towards its Title IX goals. To date, program growth has included maximizing roster sizes, adding competitive Dance and in Fall 2024 LC

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State will begin a 2-year process to add competitive Cheer. Adding these sports and potentially another (if needed) will necessitate additional coaching personnel, operating budgets, and student-athlete scholarships. An increase in LC's Athletic Spending Limit will position the college to continue Title IX plan progress and program expansion.

Below is the FY25 Athletic Spending Limit as currently calculated and the adjusted limit if the increase is approved:

Current FY25 Athletic Spending Limit:	\$ 4,074,900
Amended FY25 Athletic Spending Limit:	\$ 4,574,900

The University of Idaho is requesting a \$1.35M increase to its annual Athletics Spending Limit. The purpose of the request is to provide the university the flexibility to increase funding for Athletics which, in combination with program and fee revenues, is needed to address inflationary increases in team travel and other operating costs, such as post season expenses.

Below is the FY25 Athletic Spending Limit as currently calculated and the adjusted limit if the increase is approved:

Current FY25 Athletic Spending Limit:	\$ 7,901,700
Amended FY25 Athletic Spending Limit:	\$ 9,251,700

**IMPACT**

These requests are consistent with budget optimization for the four institutions, and increase transparency of indirect expenditures which benefit Athletics. The increases will also provide the ability to demonstrate financial performance, magnify the positive net financial impact of their athletics departments, address inflationary costs, support new/existing program growth, meet Title IX goals as well as the requirements for membership for their collegiate athletic conferences.

Evidence supports that thriving collegiate athletics programs have a significant positive impact on enrollment, retention, and development efforts. All four institutions seek greater athletics spending limit to support strategic investments to this end.

**STAFF COMMENTS AND RECOMMENDATIONS**

All four college and universities are requesting a permanent increase in Athletic Spending Limits for FY25. These adjustments to the spending limits are needed for the institutions to continue to have competitive athletics programs in their respective conferences. The proposed amounts reflect the limit and not the amount of funding for athletics. The following table highlights the current limit, and the difference for each institution.

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	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
<b>Boise State University</b>	\$ 9,004,500	\$ 10,004,500	\$ 1,000,000
<b>Idaho State University</b>	\$ 6,632,800	\$ 7,832,800	\$ 1,200,000
<b>Lewis-Clark State University</b>	\$ 4,074,900	\$ 4,574,900	\$ 500,000
<b>University of Idaho</b>	\$ 7,901,700	\$ 9,251,700	\$ 1,350,000

Board Policy V.X.4. states:

*Adjustments to Athletic Spending limits: Institution chief executive officers may Request from the Board, one-time or permanent changes to the above-described spending limits to address non-routine programmatic changes. Changes that may be used as evidence for adjustments to the Athletic Spending Limit may include but are not limited to the addition of new sports, new expenditures related to gender equity or other compliance requirements, transitions to different athletic conferences, expansion of team rosters and schedules, inflationary factors related to the expense of academic support and tutoring, room and board increases, or atypical spikes in tuition rates.*

The athletic limits are calculated annually based on the rate of change for the next fiscal year of ongoing State appropriated funds compared to the ongoing State appropriated funds in the current fiscal year, unless set through Board action.

The request from Boise State University, Idaho State University, Lewis-Clark State College, and University of Idaho is for Board action to increase the athletic limits consistent with Policy V.X.

Presidents from the institutions will be available to answer questions.

This information was reviewed by the BAHR Committee at its June 3, 2024 meeting.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request to permanently increase the annual Athletic Spending Limit for Boise State University to \$10,004,500 for FY25.

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

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I move to approve the request to permanently increase the annual Athletic Spending Limit for Idaho State University to \$7,832,800 for FY25.

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

I move to approve the request to permanently increase the annual Athletic Spending Limit for Lewis-Clark State College to \$4,574,900 for FY25.

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

I move to approve the request to permanently increase the annual Athletic Spending Limit for University of Idaho to \$9,251,700 for FY25.

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

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Men's Head Football Coach Contract

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University is requesting approval of a multi-year employment contract for a new head football coach. The contract is similar to the standard issued by Boise State University and follows the general form approved by the Board as a model contract.

Subject to State Board approval, Boise State University named Spencer Danielson, a former assistant coach and current defensive coordinator, the 12th football head coach in the program's history as a four-year institution on December 10, 2023, after serving as interim head football coach for a month. In that time, Danielson guided the Broncos to three wins, including a victory in the 2023 Mountain West Football Championship Game at UNLV. He is the first interim head coach to lead a team to a conference championship game title in FBS history. Danielson led Boise State to its fifth Mountain West Conference Championship, the most of any school in the league. During those three games, the Broncos averaged 38.7 points and over 460 yards of total offense while outscoring opponents 116-49.

Danielson has spent seven seasons at Boise State, including the past three as defensive coordinator and the previous two as co-defensive coordinator. He began his Boise State tenure as a graduate assistant in 2017 before being promoted to a full-time assistant coach in 2018. In each of his three seasons as defensive coordinator, Boise State ranked in the top three of the Mountain West in scoring defense, including allowing a league-low 19 points per game in 2021.

The term of the proposed agreement is for five (5) years and approximately three (3) months, terminating on February 28, 2029.

The proposed annual salary is as follows:

Year 1 - December 10, 2023 – February 29, 2024 = \$249,617.20  
March 1, 2024 – February 28, 2025 = \$1,100,000;  
Year 2 - March 1, 2025 – February 28, 2026 = \$1,200,000;  
Year 3 - March 1, 2026 – February 28, 2027 = \$1,300,000;  
Year 4 - March 1, 2027 – February 29, 2028 = \$1,400,000;  
Year 5 - March 1, 2028 – February 28, 2029 = \$1,500,000;

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A one-time signing bonus payment of \$35,000 will be paid if the Board approves the agreement.

A one-time retention bonus of \$300,000 will be paid on the first regular pay date in April 2027 if Danielson is still employed as head coach on that date. A second retention bonus of \$200,000 will be paid on the first regular pay date in February 2029 if coach is still employed as the head coach on that date.

**Athletic Achievement Incentive Pay**

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

Team wins sixth (6th) Conference game against a Mountain West  
Conference (Conference) opponent 1% of salary

Team wins seventh (7th) Conference game against a Conference  
opponent 1% of salary

Team wins eighth (8th) Conference game against a Conference opponent  
2% of salary

Team wins game against a Power 4 conference opponent in a non-  
Conference, regular season game 2% of salary

Team participates in the Conference Championship Game 4% of salary

Team prevails as the Conference Champions 6% of salary

\*\*Team participates in a non-CFP Bowl Game 1% of salary

\*\* Team participates in & prevails in Non-CFP Bowl Game 2% of salary

*Maximum Cumulative Regular Season & Non-CFP Payout* \$200,000

College Football Playoff (“CFP”):

Team participates in a first-round game of the College Football  
Playoff (including a first-round bye) 8% of salary

Team participates in a quarterfinal game of the CFP 10% of salary

Team participates in the semifinal game of the CFP 12% of salary

Team participates in the national championship game of  
the CFP 16% of salary

Team prevails as the College Football Playoff Champions 20% of salary

*Maximum Cumulative College Football Playoff Payout* 20% of salary

**Coach of the Year:**

Coach earns Conference Coach of the Year 2% of salary

Coach earns AFCA Regional Coach of the Year 2% of salary

Coach earns National Coach of the Year 4% of salary



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*Maximum Coach of the Year Payout*

*8% of salary*

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

All Incentive Pay amounts 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:

- a) \$200,000 - Regular Season & Non-College Football Playoff (Non-CFP) Bowl Game and Academic Achievement (“APR”) Incentive Pay
- b) 20% of salary – College Football Playoff (“CFP”)
- c) 8% of salary – Coach of the Year

**Buyout Provision**

If Coach terminates this Agreement for convenience, then Coach shall pay to the University:

- a) \$2,500,000 if terminated on or before February 28, 2026;
- b) \$1,500,000 if terminated between March 1, 2026 and February 28, 2027;
- c) \$500,000 if terminated between March 1, 2027 and February 28, 2029.

**IMPACT**

Total first year maximum potential annual compensation (including salary, academic incentives and athletic incentives) is \$1,555,000. Salary and supplemental compensation will be paid only from program revenues, media, donations and other non-state funds.

**ATTACHMENTS**

Attachment 1 – Proposed Contract

Attachment 2 – Redline of Proposed Contract to Model Agreement

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Attachment 3 – Maximum Compensation Calculation  
Attachment 4 – Base Salary and Incentive Comparison  
Attachment 5 – Liquidated Damages Comparison  
Attachment 6 – 2018-2022 APR Summary

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed five (5) year fixed-term employment agreement beginning December 10, 2023 through February 28, 2029, is in substantial conformance with the Board-approved model contract, and carries an annual base salary of \$1,100,000 that begins March 1, 2024 through February 28, 2025. Mr. Danielson will be paid a one-time signing bonus payment of \$35,000 if the Board approves the agreement and assigned one vehicle through the University although insurance premiums for personal use are the responsibility of the Coach.

The contract does contemplate Athletic Achievement Incentives as noted in the background, as well as grade point incentives and incentives related toward student progress toward degree. This structure creates Academic/Compliance and Social Conduct Incentives consistent with the Academic Progress Rate (APR) Standards that are reported to the Board annually and included in Attachment 6. The APR standard is determined through metrics reflecting eligibility and retention data for each student-athlete on scholarship and a perfect score is 1000. Any supplemental compensation awarded as Academic Achievement Incentive Pay, will be awarded following BSU Football Team's annual APR rating determination and verification by the National Collegiate Athletic Association (NCAA).

The contract further provides the Coach with an annual budget of at least \$2,500,000 per year for the employment of ten (10) on-field assistant coaches. The Contract further provides an annual budget of at least \$720,000 for Operations/Quality Control/Sports Performance Staff and at least \$100,500 for four (4) Graduate Assistant Coaches

Should the University terminate the Coach for convenience, the University would be responsible for liquidated damages of the remaining base salary of 70% if terminated on or before February 28, 2029. If the Coach terminates the Agreement for convenience at any time, he will be responsible for liquidated damages of \$2,500,000 if terminated on or before February 28, 2026; \$1,500,000 if terminated between March 1, 2026 and February 28, 2027, and \$500,000 if terminated between March 1, 2027 and February 28, 2029.

The BAHHR Committee reviewed the details of this contract at its June 3, 2024 meeting.

Staff recommends approval.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 12-13, 2024**

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**BOARD ACTION**

I move to approve the request by Boise State University to enter into the multi-year agreement as proposed with Spencer Danielson as head coach of the football team.

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

**EMPLOYMENT AGREEMENT**

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

**ARTICLE 1**

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate football team (the 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 the 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 (the 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. In addition to the duties described herein, Coach will be wholly committed to development of student-athletes, and their athletic and academic success, in addition to overall program success.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of five (5) years and approximately three (3) months, commencing on December 10, 2023 and terminating, without further notice to Coach, on February 28, 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. 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 as follows:  
Year 1 - December 10, 2023 – February 29, 2024 = \$249,617.20  
March 1, 2024 – February 28, 2025 = \$1,100,000;  
Year 2 - March 1, 2025 – February 28, 2026 = \$1,200,000;  
Year 3 - March 1, 2026 – February 28, 2027 = \$1,300,000;  
Year 4 - March 1, 2027 – February 29, 2028 = \$1,400,000;  
Year 5 - March 1, 2028 – February 28, 2029 = \$1,500,000;  
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;
- b) A one-time signing bonus payment of \$35,000 will be paid within thirty (30) days after the execution of this agreement and final Board of Education approval.
- c) A one-time retention bonus of \$300,000 paid on the first regular pay date in April 2027, if Coach is still employed as the Head Coach by the University on that date.
- d) A one-time retention bonus of \$200,000 paid on the first regular pay date in February 2029, if Coach is still employed as the Head Coach by the University on that date.
- e) 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
- f) 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

- g) 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
- h) 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; and
- i) Spouse travel to all away games, post-season bowl games and, at the invitation of the Director, other special events; and
- j) Spouse and children travel to post-season bowl games; and
- k) Ten (10) complimentary tickets (football, basketball, and otherwise, including parking passes) to University sporting events.

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 University head coaches of intercollegiate athletic teams.. 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 while Coach is continuously employed as the Head Coach, as follows:

3.2.1 Athletic Achievement Incentive Pay.

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

Team wins sixth (6th) Conference game against a Mountain West Conference (Conference) opponent 1% of salary

Team wins seventh (7th) Conference game against a Conference opponent 1% of salary

Team wins eighth (8th) Conference game against a Conference opponent 2% of salary

Team wins game against a Power 4 conference opponent in a non-Conference, regular season game	2% of salary
Team Participates in the Conference Championship Game	4% of salary
Team prevails as the Conference Champions	6% of salary
**Team participates in a non-CFP Bowl Game	1% of salary
**Team participates in & prevails in Non-CFP Bowl Game	2% of salary

*Maximum Cumulative Regular Season & Non-CFP Payout \$200,000*

**College Football Playoff (“CFP”):**

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

*Maximum Cumulative College Football Playoff Payout 20% of salary*

**Coach of the Year:**

Coach earns Conference Coach of the Year	2% of salary
Coach earns AFCA Regional Coach of the Year	2% of salary
Coach earns National Coach of the Year	4% of salary

*Maximum Coach of the Year Payout 8% 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 participation in a non-CFP Bowl game, the two categories identified by “\*\*” above, shall be inapplicable, since the CFP Bowl game incentives will be applicable.

As set forth in the contingency of continuous employment and participation in the event leading to supplemental compensation under each **bolded** category, any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be paid on the first regular pay date in February, as long as Coach remains continuously employed as the Head Coach on that date on which the respective Athletic Achievement was attained.

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 shall receive a sum of 3% of salary;  
**or**
- b) If the annual APR rating is between 60%-69.9% of the 4-year National Ranking, Employee shall receive a sum of 4% of salary;  
**or**
- c) If the annual APR rating is between 70%-79.9% of the 4-year National Ranking, Employee shall receive a sum of 5% of salary;  
**or**
- d) If the annual APR rating is 80% or higher of the 4-year National Ranking, Employee shall receive a sum of 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 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, as those contract years are outlined in 3.1.1(a):

- a) \$200,000 - Regular Season & Non-College Football Playoff (“Non-CFP”) Bowl Game and Academic Achievement (“APR”) Incentive Pay
- b) 20% of salary - College Football Playoff (“CFP”)
- c) 8% of salary – Coach of the Year

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 head coach for a partial calendar year, Academic Achievement Incentive Pay will be prorated for any partial calendar year. The amount of supplemental compensation in each Contract Year will be earned by and payable to Coach only if Coach is employed as the Head Coach of University on the day of the event that is the basis for the University paying the amount.



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

- a) If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's 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 University's camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's camps and/or clinics, the University shall pay Coach supplemental compensation during each year of his employment as a coach at the University.
- 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, Mountain West Conference (Conference), Board, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;
  - ii) Payment for use of University facilities; and
  - iii) Provision of 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 names or titles of employees whom Coach supervises will be provided to Director through the Countable Coach Form. 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 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. Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches and support staff for the Team, but the decision to hire or terminate an assistant coach or support staff member shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of the President and the Board. Coach shall be provided with an annual budget for staffing as follows:

- a) Ten (10) Assistant Coaches – At least \$2,500,000
- b) Operations / Quality Control / Sports Performance Staff – At least \$720,000
- c) Four (4) Graduate Assistant Coaches – At least \$100,500

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 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 judgment for a felony or misdemeanor (excluding minor traffic violations), 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.

4.8. Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team’s last regular season or post-season competition. Agreements requiring Coach to participate in Programs related to Coach’s duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach’s services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the 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.

4.9. Attendance at Specific Gatherings. Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:

- a) The Boise State Athletics Hall of Fame Dinner
- b) The biennial BAA/Alumni Auction
- c) The Lyle Smith Golf Tournament
- d) The Dairy Booster Auction
- e) The annual BAA Endowment Dinner
- f) All Department staff meetings called by the Athletic Director
- g) Athletic Department Graduation Reception
- h) BAA Appreciation Day
- i) Dinner on the Blue

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, the 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 deliberate or major 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 deliberate or major 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 4.7 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, provided, however, that Coach shall receive any earned but unpaid base salary as set forth in Section 3.1.1(a) as well as any earned but unpaid supplemental compensation accrued during the season as a result of participating in the event, as Head Coach, that is the basis for the University paying the amount, as set forth in Sections 3.2.1 and 3.2.2. 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, the 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 the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, 70% of the total remaining annual guaranteed compensation from base 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 a duty of mitigation and offset such that Coach must use reasonable best efforts to obtain other employment, commensurate with Coach's skills and experience as an NCAA Division I FBS Head Coach, 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 (10) 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 agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to Coach by University after the date Coach obtains other employment, to which Coach is not entitled under this provision. Coach acknowledges that the University will withhold taxes and other payroll deductions from the payments due Coach pursuant to this Section 5.2.2, in such amounts and at such times as required by applicable law.

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

5.2.3. 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.

5.3. Termination by Coach for Convenience.

5.3.1. 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.

5.3.2. 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; provided, however, that Coach shall receive any earned but unpaid base salary as set forth in Section 3.1.1(a) as well as any earned but unpaid supplemental compensation as set forth in Sections 3.2.1 and 3.2.2 if, and only if, he is the Head Coach at the time of the event, and participates in the event leading to the supplemental compensation. If Coach terminates this Agreement for convenience to commence, or enter into an agreement to commence, Similar or Related Employment (as defined in this section 5.3.3), Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: (a) \$2,500,000 if the Agreement is terminated on or before February 28, 2026; (b) \$1,500,000 if the Agreement is terminated between March 1, 2026 and February 28, 2027 inclusive; and (c) \$500,000 if the Agreement is terminated between March 1, 2027 and February 28, 2029, inclusive. 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. For purposes of this Section 5.3.3, "Similar or Related Employment" means employment in football, coaching, or any capacity in sports (whether by title of the position or by performing the duties regularly associated with such position), including, but not limited to, employment (a) as a coach in any division of NCAA or NAIA athletics, (b) with a National Football League (NFL) team, or (c) in sports related media. If Coach terminates for convenience and does not immediately commence Similar or Related Employment, and therefore does not pay the liquidated damages, but then at a future date within twelve (12) months of termination for convenience commences, or enters into an agreement to commence in the future, employment as a collegiate head football coach, or professional (NFL) head football coach, or as an assistant coach at a university that is a member of the Conference, 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, or agrees to accept, such employment as a collegiate or professional head coach or assistant coach at a member institution of the Conference. By way of example only and for the avoidance of doubt, if Coach terminates for convenience on February 1, 2026, and accepts employment as a collegiate or professional head coach on January 15, 2027, Coach, or his designee, would owe the University one million five hundred thousand dollars (\$1,500,000). However, if Coach terminates for convenience on February 1, 2026, and accepts employment as a collegiate or professional football head coach on July 1, 2028, neither Coach nor his designee would owe the University any liquidated damages.

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

5.3.4. 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. This Section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

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

5.4. Termination due to Disability or Death of Coach.

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

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

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

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

5.6. No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, 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, and the University's 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. 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:                                      Spencer Danielson  
   Last known address on file with  
   University's Human Resource Services

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

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

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

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

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

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

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

**University**

**Coach**

\_\_\_\_\_  
Jeramiah Dickey  
Director of Athletics

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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 Spencer Danielson (Coach).

### ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its intercollegiate  ~~sport~~ football team (the 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 the 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 (the 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. ~~In addition to the duties described herein, Coach will be wholly committed to development of student-athletes, and their athletic and academic success, in addition to overall program success. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Section 3.2 shall cease.~~

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of  ~~number~~ five (#5) years  ~~and approximately three (3) months~~, commencing on  ~~December 10, 2023~~ {date} and terminating, without further notice to Coach, on  ~~February 28, 2029~~ {date} unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval 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)~~ a) An annual salary of \$ \_\_\_\_\_, as follows:

Year 1 - December 10, 2023 – February 29, 2024 = \$249,617.20

March 1, 2024 – February 28, 2025 = \$1,100,000;

Year 2 - March 1, 2025 – February 28, 2026 = \$1,200,000;

Year 3 - March 1, 2026 – February 28, 2027 = \$1,300,000;

Year 4 - March 1, 2027 – February 29, 2028 = \$1,400,000;

Year 5 - March 1, 2028 – February 28, 2029 = \$1,500,000;

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;

b) A one-time signing bonus payment of \$35,000 will be paid within thirty (30) days after the execution of this agreement and final Board of Education approval.

c) A one-time retention bonus of \$300,000 paid on the first regular pay date in April 2027, if Coach is still employed as the Head Coach by the University on that date.

d) A one-time retention bonus of \$200,000 paid on the first regular pay date in February 2029, if Coach is still employed as the Head Coach by the University on that date.

~~a)e)~~ 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

~~b)~~ 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

f) \_\_\_\_\_

e)g) ~~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

h) ~~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; and

i) ~~Spouse travel to all away games, post-season bowl games and, at the invitation of the Director, other special events; and~~

j) ~~Spouse and children travel to post-season bowl games; and~~

k) ~~Ten (10) complimentary tickets (football, basketball, and otherwise, including parking passes) to University sporting events.~~

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 University head coaches of intercollegiate athletic teams, 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 while Coach is continuously employed as the Head Coach, as follows:

3.2.1 Athletic Achievement Incentive Pay.

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

Team wins sixth (6th) Conference game against a Mountain West Conference (Conference) opponent 1% of salary

Team wins seventh (7th) Conference game against a Conference opponent  
1% of salary

Team wins eighth (8th) Conference game against a Conference opponent

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	2% of salary
<u>Team wins game against a Power 4 conference opponent in a non-Conference, regular season game</u>	2% of salary
<u>Team Participates in the Conference Championship Game</u>	4% of salary
<u>Team prevails as the Conference Champions</u>	6% of salary
<u>**Team participates in a non-CFP Bowl Game</u>	1% of salary
<u>**Team participates in &amp; prevails in Non-CFP Bowl Game</u>	2% of salary
<u>Maximum Cumulative Regular Season &amp; Non-CFP Payout \$200,000</u>	

**College Football Playoff (“CFP”):**

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

**Coach of the Year:**

<u>Coach earns Conference Coach of the Year</u>	2% of salary
<u>Coach earns AFCA Regional Coach of the Year</u>	2% of salary
<u>Coach earns National Coach of the Year</u>	4% of salary
<u>Maximum Coach of the Year Payout</u>	8% 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 participation in a non-CFP Bowl game, the two categories identified by “\*\*” above, shall be inapplicable, since the CFP Bowl game incentives will be applicable.

As set forth in the contingency of continuous employment and participation in the event leading to supplemental compensation under each **bolded** category, Any supplemental compensation awarded as Athletic Achievement Incentive Pay shall be paid on the first regular pay date in ~~Month~~February, as long as Coach remains continuously employed as the Head Coach on that date on which the respective Athletic Achievement was attained.

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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 shall~~ 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 shall~~ receive a sum of ~~up to X4%~~ of salary; **or**
- c) If the annual APR rating is between 70%-79.9% of the 4-year National Ranking, Employee ~~may shall~~ 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 shall~~ 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 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, as those contract years are outlined in 3.1.1(a):

- a) \$200,000 - Regular Season & Non-College Football Playoff (“Non-CFP”) Bowl Game and Academic Achievement (“APR”) Incentive Pay
- b) 20% of salary - College Football Playoff (“CFP”)
- c) 8% of salary – Coach of the Year

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 head coach for a partial calendar year, Academic Achievement Incentive Pay will be prorated for any partial calendar year.

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~~\_\_\_\_\_The amount of supplemental compensation in each Contract Year will be earned by and payable to Coach only if Coach is employed as the Head Coach of University on the day of the event that is the basis for the University paying the amount. 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. Coach agrees that the University has the priority right to operate camps and/or clinics on its campus using University facilities.

- a) If the University exercises its right to operate camps and/or clinics on campus, the University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's 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 University's camps and/or clinics. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's camps and/or clinics, the University shall pay Coach supplemental compensation during each year of his employment as a coach at the University.
- 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, Mountain West Conference (Conference), Board, and University rules and regulations related, directly or indirectly, to the operation of camps and/or clinics;
  - ii) Payment for use of University facilities; and
  - iii) Provision of 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

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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 names or titles of employees whom Coach supervises will be provided to Director through the Countable Coach Form. 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 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. Hiring Authority. Coach shall have the responsibility and the sole authority to recommend to the Director the hiring and termination of assistant coaches and support staff for the Team, but the decision to hire or terminate an assistant coach or support staff member shall be made by the Director and shall, when necessary or appropriate, be subject to the approval of the President and the Board. Coach shall be provided with an annual budget for staffing as follows:

- a) Ten (10) Assistant Coaches – At least \$2,500,000
- b) Operations / Quality Control / Sports Performance Staff – At least \$720,000
- c) Four (4) Graduate Assistant Coaches – At least \$100,500

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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 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 judgment for a felony or misdemeanor (excluding minor traffic violations), 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.

4.8. Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the 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.

4.9. Attendance at Specific Gatherings. Coach will attend all staff meetings, public relation functions, dinners, awards banquet and make appearances as directed by the Director unless excused by the Director. Such functions shall include, but are not limited to, the following:

- a) The Boise State Athletics Hall of Fame Dinner
- b) The biennial BAA/Alumni Auction

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- c) The Lyle Smith Golf Tournament
- d) The Dairy Booster Auction
- e) The annual BAA Endowment Dinner
- f) All Department staff meetings called by the Athletic Director
- g) Athletic Department Graduation Reception
- h) BAA Appreciation Day
- i) Dinner on the Blue

#### 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, the 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 deliberate or major 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 deliberate or major 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 4.7 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, provided, however, that Coach shall receive any earned but unpaid base salary as set forth in Section 3.1.1(a) as well as any earned but unpaid supplemental compensation accrued during the season as a result of participating in the event, as Head Coach, that is the basis for the University paying the amount, as set forth in Sections 3.2.1 and 3.2.2. ~~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.

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5.2. Termination of Coach for Convenience of University.

5.2.1. 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.

5.2.2. 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, 70% of the total remaining annual guaranteed compensation from base 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 a duty of mitigation and offset such that Coach must use reasonable best efforts to obtain other employment, commensurate with Coach's skills and experience as an NCAA Division I FBS Head Coach, –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 (10) 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 agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to Coach by University after the date Coach obtains other employment, to which Coach is not entitled under this provision. Coach acknowledges that the University will withhold taxes and other payroll deductions from the payments due Coach pursuant to this Section 5.2.2, in such amounts and at such times as required by applicable law. Coach further agrees to repay to the University all compensation received from the University after the date other employment is obtained.

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

5.2.3. 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,

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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.

5.3. Termination by Coach for Convenience.

5.3.1. 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.

5.3.2. 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; provided, however, that Coach shall receive any earned but unpaid base salary as set forth in Section 3.1.1(a) as well as any earned but unpaid supplemental compensation as set forth in Sections 3.2.1 and 3.2.2 if, and only if, he is the Head Coach at the time of the event, and participates in the event leading to the supplemental compensation. If Coach terminates this Agreement for convenience to commence, or enter into an agreement to commence, Similar or Related Employment (as defined in this section 5.3.3), Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: (a) ~~\$XX-2,500,000~~ if the Agreement is terminated on or before February 28, 2026~~XX~~; (b) ~~\$XX-1,500,000~~ if the Agreement is terminated between March 1, 2026 ~~XX~~ and February 28, 2027~~XX~~ inclusive; and (c) ~~\$X-500,000~~ if the Agreement is terminated between March 1, 2027 ~~XX~~ and February 28, 2029~~XX~~, inclusive. 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. For purposes of this Section 5.3.3, "Similar or Related Employment" means employment in football, coaching, or any capacity in sports (whether by title of the position or by performing the duties regularly associated with such position), including, but not limited to, employment (a) as a coach in any division of NCAA or NAIA athletics, (b) with a National Football League (NFL) team, or (c) in sports related media. If Coach terminates for convenience and does not immediately commence Similar or Related Employment, and therefore does not pay the liquidated damages, but then at a future date within twelve (12) months of termination for convenience commences, or enters into an agreement to commence in the future, employment as a collegiate head football coach, or professional (NFL) head football coach, or as an assistant coach at a university that is a member of the Conference, 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, or agrees to accept, such employment as a

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collegiate or professional head coach or assistant coach at a member institution of the Conference. By way of example only and for the avoidance of doubt, if Coach terminates for convenience on February 1, ~~202X2026~~, and accepts employment as a collegiate or professional head coach on January 15, ~~202X2027~~, Coach, or his designee, would owe the University ~~XXone-~~ million five hundred thousand dollars (~~\$X1,000500,000~~). However, if Coach terminates for convenience on February 1, ~~202X2026~~, and accepts employment as a collegiate or professional football head coach on July 1, ~~202X2028~~, neither Coach nor his designee would owe the University any liquidated damages.

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

5.3.4. 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. This Section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

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

5.4. Termination due to Disability or Death of Coach.

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

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

5.4.3. If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes

unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability-related benefits to which Coach is entitled by virtue of employment with the University.

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

5.6. No Liability. The University shall not be liable to Coach for the loss of any collateral business opportunities or any other benefits, perquisites or income from any sources that may ensue as a result of any termination of this Agreement by either party or due to death or disability or the suspension or reassignment of Coach, 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, and the University's 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. 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: \_\_\_\_\_ Spencer Danielson  
Last known address on file with  
University's Human Resource Services

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

~~Name Danielson~~ Contract  
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Dr. Marlene Tromp  
President

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Date

Approved by the Idaho State Board of Education on the \_\_\_\_ day of Month \_\_\_\_\_,  
20##.2024.

DRAFT

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**BUSINESS AFFAIRS AND HUMAN RESOURCES  
JUNE 12-13, 2024**

**ATTACHMENT 3**

**Coach Spencer Danielson Maximum Compensation Calculation - 2023-2029**

		<b>2023-2025</b>	<b>2025-2026</b>	<b>2026-2027</b>	<b>2027-2028</b>	<b>2028-2029</b>
3.1.1a	Annual Base Salary	\$ 1,100,000	\$ 1,200,000	\$ 1,300,000	\$ 1,400,000	\$ 1,500,000
3.1.1b	Signing Bonus	\$ 35,000	\$ -	\$ -	\$ -	\$ -
3.1.1c	Retention Bonus	\$ -	\$ -	\$ -	\$ 300,000	\$ -
3.1.1d	Retention Bonus	\$ -	\$ -	\$ -	\$ -	\$ 200,000
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)	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
3.2.1	Additional Pay based on College Football Playoff ("CFP") (max cumulative payout)	\$ 220,000	\$ 240,000	\$ 260,000	\$ 280,000	\$ 300,000
	<b>Total Maximum potential annual compensation under Employment Agreement</b>	<b>\$ 1,555,000</b>	<b>\$ 1,640,000</b>	<b>\$ 1,760,000</b>	<b>\$ 2,180,000</b>	<b>\$ 2,200,000</b>

**BUSINESS AFFAIRS AND HUMAN RESOURCES**

**JUNE 12-13, 2024**

**ATTACHMENT 4**

Salary and Incentive Comparisons  
Head Football Coaches in Mountain West Conference

Coach	School	Base Salary	Incentives												
Troy Calhoun	Air Force	NA	NA												
Spencer Danielson	Boise State	\$ 1,100,000	See Contract												
Jay Norvell	Colorado State	\$ 1,700,000	<p>a. <b>Base Salary.</b> For all services rendered and to be rendered hereunder, during the Term of this Agreement, CSU agrees to pay to Norvell, and Norvell agrees to accept an annual base salary in the amounts set forth below (“Base Salary”), which shall be paid in monthly installments, beginning on the Effective Date and ending upon the expiration or termination of the Term. Such base salary shall be subject to such deductions or withholdings as CSU is required to make pursuant to law or by further agreement with Norvell. The Director will evaluate Norvell’s performance at least annually following the end of each football season.</p> <table border="1"> <thead> <tr> <th>Contract Year</th> <th>Base Salary</th> </tr> </thead> <tbody> <tr> <td>01/01/2022 – 12/31/2022</td> <td>\$1,600,000</td> </tr> <tr> <td>01/01/2023 – 12/31/2023</td> <td>\$1,700,000</td> </tr> <tr> <td>01/01/2024 – 12/31/2024</td> <td>\$1,800,000</td> </tr> <tr> <td>01/1/2025 – 12/31/2025</td> <td>\$1,900,000</td> </tr> <tr> <td>01/01/2026 – 12/31/2026</td> <td>\$2,000,000</td> </tr> </tbody> </table> <p>b. <b>Incentive Compensation.</b> If, while Norvell is employed as the Head Coach, (1) the Program’s four-year APR following the preceding year’s data collection meets or exceeds the NCAA’s “cut score” requirement for that year (for example 930 for the 2020-2021 data collection year), provided that this APR minimum pre-requisite does not apply during the first year of the Term given that the calculation is based on the preceding year’s data, (2) there have been no findings or formal allegations of a Level I or Level II NCAA violation against the Program during the calendar year under consideration (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attains one or more of the achievements enumerated below, Norvell will be entitled to the following compensation for such an achievement during that season:</p>	Contract Year	Base Salary	01/01/2022 – 12/31/2022	\$1,600,000	01/01/2023 – 12/31/2023	\$1,700,000	01/01/2024 – 12/31/2024	\$1,800,000	01/1/2025 – 12/31/2025	\$1,900,000	01/01/2026 – 12/31/2026	\$2,000,000
Contract Year	Base Salary														
01/01/2022 – 12/31/2022	\$1,600,000														
01/01/2023 – 12/31/2023	\$1,700,000														
01/01/2024 – 12/31/2024	\$1,800,000														
01/1/2025 – 12/31/2025	\$1,900,000														
01/01/2026 – 12/31/2026	\$2,000,000														



Salary and Incentive Comparisons  
Head Football Coaches in Mountain West Conference

Achievement	Compensation
Winning Four (4) Conference Regular Season Games	\$25,000
Winning Five (5) Conference Regular Season Games	\$25,000
Winning Six (6) Conference Regular Season Games	\$50,000
Winning a Seventh (7th) Regular Season Game	\$50,000
Winning an Eighth (8th) Regular Season Game	\$50,000
Winning an Ninth (9th) Regular Season Game	\$50,000
Winning the Tenth (10th) or more Regular Season Game	\$50,000
Qualifying to Play in the Conference Championship Game	\$50,000
Winning the Conference Championship Game	\$50,000
Being Selected to Play in a Bowl Game	\$50,000
Winning a Bowl Game	\$50,000
Being Selected to Play in a Host Bowl as part of the College Football Playoff	\$100,000
Being Selected to Play in the Semifinal of the College Football Playoff	\$150,000
Being Selected to Play in the Final of the College Football Playoff	\$200,000
Winning a College Football Playoff	\$100,000
Winning the Conference Coach of the Year Award for the First Time	\$25,000
Winning the Conference Coach of the Year Award for the Second Time	\$50,000
Winning the Conference Coach of the Year Award for the Third Time	\$75,000
Winning the Conference Coach of the Year Award for the Fourth Time	\$100,000
Winning the Conference Coach of the Year Award for the Fifth Time	\$125,000
Winning the Paul Bear Bryant, Associated Press or Home Depot National Coach of the Year Award (limited to one)	\$100,000

All Incentive Compensation payments are cumulative, and Norvell can earn multiple incentive compensation payments under each category during each football season; however, Norvell can only earn one Bowl Game/Playoff bonus unless the Program participates in the College Football Playoff, in which case Norvell can earn multiple incentive compensation payments for participating in the College Football Playoff Semifinal, participating in the College Football Playoff Championship game, and winning the College Football Playoff. All Incentive Compensation payments shall be paid to Norvell on or before the first January 31 following the season in which such Incentive Compensation was earned.

Coach and University agree to discuss in good faith an adjustment to Coach's Base Salary and Incentive Compensation in the event the University joins an Autonomous 5 Conference during the Term, taking into account the new conference market and the terms and conditions of the University's admission into a new conference, which may include a partial or graduated receipt of full conference membership benefits to the University. Likewise, if the College Football Playoff format is subsequently modified, the parties agree to work together in good faith to discuss any adjustments to Norvell's Incentive Compensation.

h. **Courtesy Car; Travel to Program Events.** During the Term, Norvell is expected to travel extensively in order to perform all of the duties and activities described herein. For such purposes, he shall be provided with the use of two suitable vehicles or equivalent car stipend. Such use or stipend shall be governed by the Department's applicable policies. In addition, on a space available basis, Norvell's spouse and immediate family shall be permitted to travel with the Program to away football games when the football team is travelling by charter aircraft and Norvell's wife and immediate family may also stay at the same hotel as the team, at no additional expense. Personal use or benefit unrelated to University business may result in the reporting of taxable income by Norvell. The University makes no representation regarding personal income tax consequences related to same and Norvell shall be responsible for the payment of any tax related to such courtesy cars or travel, if any.

i. **Club Membership.** During the Term, Norvell is expected to engage existing and potential donors and Program supporters in both social and business relationships that further the interests of the Program, the Department, and the University generally. In order to facilitate these relationships, Norvell will be provided with a paid membership (including any initiation fee, annual dues and required capital contributions) to at least one golf/country club of the Department's choice.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**

**JUNE 12-13, 2024**

**ATTACHMENT 4**

Salary and Incentive Comparisons  
Head Football Coaches in Mountain West Conference

Jeff Tedford	Fresno State	\$ 1,550,000	<p>Effective upon your official hire date, your total combined annual base salary including both your State salary and your consulting services with the Athletic Corporation will be \$1,500,000 paid in monthly installments of \$125,000.</p> <p>Effective 2/1/2023, your total annual salary will be \$1,550,000 paid in monthly installments of \$129,166.67.</p> <p>Effective 2/1/2024, your total annual salary will be \$1,600,000 paid in monthly installments of \$133,333.33.</p> <p>Effective 2/1/2025, your total annual salary will be \$1,750,000 paid in monthly installments of \$145,833.33.</p> <p>Effective 2/1/2026, your total annual salary will be \$1,850,000 paid in monthly installments of \$154,166.67.</p> <p>You will receive an annual bonus in the amounts set out below; provided that the team's annual NCAA Academic Progress Rate (APR) is at or above a minimum of 930 as applicable for that fiscal year:</p> <p><b>1) Achievement of Annual NCAA APR (effective beginning Academic Year 2022/23)</b></p> <ul style="list-style-type: none"> <li>a. At or above 950 provides \$50,000</li> <li>b. At or above 960 provides \$60,000</li> <li>c. At or above 970 provides \$70,000</li> <li>d. At or above 980 provides \$80,000</li> <li>e. At or above 990 provides \$90,000</li> </ul> <p><i>Only one bonus level will be awarded.</i></p> <p><b>2) Annual Team GPA (effective beginning Academic Year 2022/23)</b></p>
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Salary and Incentive Comparisons  
Head Football Coaches in Mountain West Conference

- a. 2.6 to 2.699 provides \$37,500
- b. 2.7 to 2.799 provides \$42,500
- c. 2.8 to 2.899 provides \$47,500
- d. 2.9 and above provides \$55,000

*Only one bonus level will be awarded.*

- 3) **Performance Bonuses.** If the University football team achieves any of the performance goals set forth below during the term of this appointment, Employee shall receive additional compensation in the following amounts:

**Achievement of Regular-Season Wins**

- a. At or above 7 wins provides \$40,000
- b. At or above 8 wins provides \$60,000
- c. At or above 9 wins provides \$80,000
- d. At or above 10 wins provides \$100,000
- e. At or above 11 wins provides \$120,000

*Only one bonus level will be awarded.*

**Conference Success**

- a. Regular Season Co-Conference Championship (OR) Divisional Champion with advancement to championship game provides \$50,000
- b. Winner of conference championship game provides \$75,000

*Only one bonus level will be awarded.*

**Bowl Participation**

- a. Participation and coached in a conference-associated or at-large bowl provides \$75,000 (OR) \$100,000 for winning said bowl.
- b. Participation and coached in a New Year's Six Bowl provides \$250,000 (OR) \$350,000 for winning said bowl.
- c. Participation and coached in College Football Playoff National Championship Semifinal game provides \$500,000.
- d. Participation and coached in College Football Playoff National Championship game provides \$500,000. (OR) winning said College Football Playoff National Championship provides \$1,000,000.

*Only one bonus level will be awarded.*

**Final CFB Playoff National Standing**

- a. Top 25 provides \$50,000
- b. Top 10 provides \$75,000

*Only one bonus level will be awarded.*

**Final CFB Playoff National Standing**

- a. Top 25 provides \$50,000
- b. Top 10 provides \$75,000

*Only one bonus level will be awarded.*

**Individual Honors**

**BUSINESS AFFAIRS AND HUMAN RESOURCES**

**JUNE 12-13, 2024**

**ATTACHMENT 4**

Salary and Incentive Comparisons  
Head Football Coaches in Mountain West Conference

			<p><b>AWARD ELIGIBILITY</b></p> <p>a. Conference Coach of the Year Awards provides \$30,000 b. National Coach of the Year Award provides \$60,000</p> <p><i>Only one bonus for an individual honor will be awarded. Award eligibility may come from the following: Walter Camp; Eddie Robinson; Paul "Bear" Bryant; and the American Football Coaches Association.</i></p> <p><b>Supplemental Compensation (Bonuses):</b> As referenced above, the maximum annual amount to be paid in any fiscal year is \$350,000 excluding Bowl Participation subsection (b), (c) and (d). Beginning with the 2022 football season, Employee will receive payment for on-field performance bonuses by February 1 of the following year.</p>
Timmy Chang	Hawaii	\$ 1,200,000	NA
Jeff Choate	Nevada	\$ 300,000	<p><b>2024:</b> \$750,000 (\$1.05 million total salary) <b>2025:</b> \$80,000 (\$1.1 million total salary) <b>2026:</b> \$850,000 (\$1.15 million total salary) <b>2027:</b> \$900,000 (\$1.2 million total salary) <b>2028:</b> \$950,000 (\$1.25 million total salary)</p> <p>That makes this a five-year, \$5.775 million contract when including a one-time signing bonus of \$25,000 due within 30 days of the contract's finalization.</p> <p>Choate also receives bonuses for playing in bowl and championship games; for being named the Mountain West Conference's coach of the year or national coach of the year; and for the team's academic performance.</p> <p>Those bonuses range from \$25,000 to \$250,000 a year.</p> <p><b>Coach of the year</b></p> <p>* Winning conference coach of the year (\$25,000)</p>

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

\* Winning national coach of the year (\$50,000)

**Conference championship (only highest of following two)**

\* Playing in conference championship game (\$25,000)

\* Winning conference championship game (\$50,000)

**Postseason (only the highest of the following)**

\* Playing in a bowl game (\$10,000)

\* Winning a bowl game (\$25,000)

\* Playing in a New Year's Six bowl game (\$50,000)

\* Winning a New Year's Six bowl game (\$100,000)

\* Playing in a College Football Playoff (\$100,000)

\* Advancing to the CFP quarterfinals (\$150,000)

\* Advancing to the CFP semifinals (\$200,000)

\* Advancing to the national championship game (\$250,000)

\* Winning the national championship (\$350,000)

**Academic performance bonuses**

\* For his team achieving a GPA of 3.0 or higher in the fall or spring semester each year (\$25,000)

The athletic and academic performances would be forfeited if Choate was fired for cause or terminated the contract on or before Jan. 31 of the following fiscal year.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**

**JUNE 12-13, 2024**

**ATTACHMENT 4**

Salary and Incentive Comparisons  
Head Football Coaches in Mountain West Conference

Bronco Mendenhall	New Mexico	\$ 800,000	<p>Mendenhall's contract is the highest annual salary for any UNM head football coach. His salary is \$800,000 more per year than former UNM head coach <a href="#">Danny Gonzales</a>.</p> <p>In addition to his base salary, Mendenhall has multiple incentives in his contract. The incentives are based not only on performance but also on player academics and community engagement.</p> <p><b>Performance-based incentives</b></p> <ul style="list-style-type: none"> <li>• Appearance in Mountain West Conference Championship Game = \$25,000</li> <li>• Mountain West Championship = \$50,000</li> <li>• Mountain West Coach of the Year = \$25,000</li> <li>• National Coach of the Year = \$50,000</li> <li>• Non-CFP Bowl Appearance = \$50,000</li> <li>• CFP Playoff Appearance = \$50,000</li> <li>• Each CFP Playoff Win (including a first-round bye) = \$50,000</li> <li>• CFP National Champion = \$100,000</li> </ul> <p><b>Academic based incentives*</b></p> <ul style="list-style-type: none"> <li>• Greater than or equal to 950 (2023-24 &amp; beyond) = \$10,000</li> <li>• Greater than or equal to 960 (2023-24 &amp; beyond) = \$15,000</li> <li>• Greater than or equal to 970 (2023-24 &amp; beyond) = \$20,000</li> </ul> <p><b>Ticket sales-based incentives</b></p> <ul style="list-style-type: none"> <li>• 15% Increase in Ticket Sales in any season: \$15,000, split evenly with \$7,500 paid to coach and \$7,500 reinvested in to the program</li> <li>• 25% Increase in Ticket Sales in any season \$25,000, split evenly with \$12,500 paid to coach and \$12,500 reinvested into the program</li> <li>• 50% Increase in Ticket Sales in any season: \$50,000, split evenly with \$25,000 paid to coach and \$25,000 reinvested into the program</li> </ul>
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Sean Lewis	San Diego State	\$ 1,753,100	<p><a href="https://www.nbcsandiego.com/news/local/san-diego-state-introduces-sean-lewis-as-the-new-aztec-head-football-coach/3368016/#:~:text=Lewis%20signed%20a%205%2Dyear.football%20coach%20in%20SDSU%20history..">https://www.nbcsandiego.com/news/local/san-diego-state-introduces-sean-lewis-as-the-new-aztec-head-football-coach/3368016/#:~:text=Lewis%20signed%20a%205%2Dyear.football%20coach%20in%20SDSU%20history..</a></p> <p>Lewis has a 5-year contract with San Diego State, with a salary that starts at \$1,753,100 in 2024 and increases each year. The salary ranks 4th in the Mountain West Conference according to USA Today.</p> <p>His contract also included a long list of bonuses, like \$25,000 for advancing to the conference championship and \$75,000 for winning it, \$75,000 for beating two top-25 teams (AP or USA Today), \$50,000 for a top-15 final ranking and \$10,000 if his team has a GPA higher than 2.80.</p> <p>And if the Aztecs go bowling?</p> <ul style="list-style-type: none"> <li>• Non-CFP Bowl with payout less than \$1,500,000 – <b>\$50,000</b></li> <li>• Non-CFP Bowl with payout greater than \$1,500,000 – <b>\$75,000</b></li> <li>• Qualification for CFP First Round – <b>\$150,000</b></li> <li>• CFP Quarterfinal Participant – <b>\$200,000</b></li> <li>• CFP Semifinal Participant – <b>\$250,000</b></li> <li>• CFP Final Participant – <b>\$300,000</b></li> <li>• CFP National Championship – <b>\$400,000</b></li> </ul>
Brent Brennan	San Jose State	\$ 330,000	<p><b>a. Base Salary.</b> The base salary paid by the University to Employee for his services and the satisfactory performance of the terms and conditions of this Appointment Letter in the position of Head Football Coach shall 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.</p> <p><b>b. Supplemental Compensation.</b> 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 Head Football Coach. All incentive compensation will be paid out from Tower Fund # 034-6200-1082 no later than 60 days after that incentive is earned.</p> <p>Supplemental Compensation:</p> <p>a) Employee will receive the following supplemental compensation:</p> <p>\$43,333.34 per month or \$520,000 on an annual basis to be adjusted each July 1 during the term of this appointment as necessary so that total compensation (base plus supplemental) shall equal but not exceed the following:</p> <p>Year One (December 12, 2019, to December 11, 2020): \$ 850,000  Year Two (December 12, 2020, to December 31, 2021): \$1,500,000  Year Three (January 1, 2022, to December 31, 2022): \$1,600,000  Year Four (January 1, 2023, to December 31, 2023): \$1,700,000  Year Five (January 1, 2024, to December 31, 2024): \$1,800,000  Year Six (January 1, 2025, to December 31, 2025): \$1,900,000</p> <p>Employee will be paid the above supplemental compensation for the following:</p>

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- University and athletic functions upon request of the Director of Athletics
- Personal speaking engagements
- Public relations appearances
- Participation in "Coach's Shows" involving radio, television, webcasts and other forms of media
- Participation in press conferences
- Other duties assigned by the Director of Athletics

- b) Employee will receive \$500 per month as a vehicle allowance.
- c) Incentive Compensation. The Tower Foundation shall pay to the Employee incentive compensation as indicated below if the criteria is met.

Incentive compensation criteria:

- a) Retention bonus of \$200,000 per year for three years to be placed in holding account each year (not to exceed \$600,000 to be awarded if Employee stays through the completion of the 2023 Football season.
  - b) \$20,000 for 960 Academic Progress Rate (APR) or higher
  - c) \$30,000 for a football team Grade Point Average (GPA) of 3.0 or higher.
  - d) \$30,000 for 70% football team Graduation Success Rate (GSR) or higher, as determined in May of each calendar year with data based on a six-year cohort.
  - e) \$25,000 if the football team wins the West Division of the Mountain West Conference.
  - f) \$50,000 if the football team wins the Mountain West Conference Championship Game.
  - g) \$50,000 if Employee is named Conference Coach of the Year; to be increased by \$25,000 each year if won in consecutive years.
  - h) \$25,000 if Employee is named National Coach of the Year.
  - i) \$25,000 for a victory over a Top 25 football team
  - j) \$15,000 if the football team wins 6 games in the regular season (excluding Bowl game).
  - k) \$20,000 if the football team wins 7 games in the regular season (excluding Bowl game). This supersedes incentive i., above.
  - l) \$25,000 if the football team wins eight or more games in the regular season (excluding Bowl game). This supersedes incentives i. and j., above
- 5
- m) \$20,000 for winning a football bowl game
  - n) \$100,000 if football team participates in a Bowl Championship Series (BCS) bowl game.



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Barry Odom	UNLV	\$ 400,000	<p><b>5.1 Base Salary</b></p> <p>The base 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 annualized base rate set forth below ("Base Salary") prorated to the portion of the fiscal year the Employee is actually employed, 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.</p> <p>Contract Year 1 (December 6, 2022 – December 31, 2023) - \$400,000 per annum          Contract Year 2 (January 1, 2024 – December 31, 2024) - \$400,000 per annum          Contract Year 3 (January 1, 2025 – December 31, 2025) - \$400,000 per annum          Contract Year 4 (January 1, 2026 – December 31, 2026) - \$400,000 per annum          Contract Year 5 (January 1, 2027 – December 31, 2027) - \$400,000 per annum</p> <p>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><b>5.3 Initial Employment Allowance and Expenses</b></p> <p>Within 10 days of beginning employment, Employee shall receive an additional one-time gross payment equivalent to one month's base salary of \$35,000. Employee will not be eligible for reimbursement for moving, relocation or other expenses in connection with commencement of employment. Should Employee terminate employment pursuant to Section 6.2 of this Agreement within twelve (12) months of the Effective Date of this Agreement, Employee shall repay the initial employment allowance to University in full within thirty (30) days of termination. Any repaid amount shall bear simple interest at the rate of eight (8) percent 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. In addition, the University will provide the Employee's spouse or domestic partner, and minor child(ren) with team travel privileges to all University away games and all University NCAA post-season travel at the standard state per diem rate.</p> <p><b>5.4 Automobile and Hosting Account</b></p> <p>The University, as additional compensation to the Employee, shall make arrangements for and provide to the Employee, on a loan basis, two (2) late-model automobiles for use by Employee for so long as the Employee serves as Head Coach of the Program. The Employee will be responsible for securing the proper insurance coverage required by the University and shall be responsible for all other expenses involved in the use and operation by Employee of said automobile. In addition, Employee agrees to comply with all applicable policies, guidelines and employee agreements related to the use and operation of said automobile. Employee shall have use of a hosting account in the amount of <u>\$10,000</u> subject to all applicable Board of Regents and institution policies and procedures.</p>

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5.6 Other Compensation

5.6.a. Media and Public Appearances

In consideration for Employee's satisfactory, as evaluated in the Athletic Director's sole reasonable discretion, media and public/donor appearances (the "Appearances") scheduled by the University (on and off season) of no less than fifteen (15) radio appearances, fifteen (15) television/internet appearances, and fifteen (15) public/donor appearances per fiscal year (unless such appearances are cancelled by the University), the University shall pay Employee the following amounts per fiscal year, not subject to COLA, retirement contributions or retirement deductions ("Media and Public Appearance Fee"), only for so long as the Employee is serving as Head Coach of the Program.

Contract Year 1 (December 6, 2022 – December 31, 2023) - \$1,350,000 per annum (annualized)  
Contract Year 2 (January 1, 2024 – December 31, 2024) - \$1,350,000 per annum  
Contract Year 3 (January 1, 2025 – December 31, 2025) - \$1,600,000 per annum  
Contract Year 4 (January 1, 2026 – December 31, 2026) - \$1,600,000 per annum  
Contract Year 5 (January 1, 2027 – December 31, 2027) - \$1,850,000 per annum

The Media and Public Appearance Fee shall be paid in equal monthly installments, on or about the first business day of each month during the Term. The Appearances may include appearances before civic, faculty, student, alumni, booster or other like groups, as may be reasonably determined by the Athletic Director.

5.6.b. Shoe and Apparel Contract

The University may enter into contract(s) with one or more shoe, apparel and/or equipment companies that require the Program to wear its shoes, its apparel and/or use its equipment during practice and/or competition. All payments or other consideration from any source related to use of shoes, apparel, equipment or any other product by the Program shall be made exclusively to the University, and not directly to Employee. Any contracts under this Article 5.6.b that require payment to the Employee shall be disbursed through the Athletic Department. Such disbursements by the Athletic Department shall be made within a reasonable period upon receipt of said monies. In no event shall the University be liable for any payment or disbursement of monies unless and until the University receives said monies for disbursement. The University shall use reasonable efforts to collect monies owing.

However, Employee may contract independently with a shoe, apparel and/or equipment company for Employee himself to wear, promote, endorse or consult with the manufacturer, distributor or seller of such products concerning the design and/or marketing of shoes, apparel or equipment, provided that any such outside employment contract is in writing, does not conflict with any existing or potential contracts or opportunities of University, is approved in advance in writing by the Director of Athletics or designee, does not extend beyond the Term, and terminates herewith. Employee shall not enter into negotiations or preliminary discussions regarding any such independent contract without the prior written consent of the Director of Athletics or designee, which consent shall not be unreasonably withheld. Employee may agree to directly receive compensation due under such independent contract only to the extent that the amounts and schedule for payment/delivery of such compensation is fully and accurately disclosed in the document by which the prior written approval of the Director of Athletics or designee is requested for Employee to enter into such independent contract.

5.7 Supplemental Compensation - Athletic Performance Payment

During employment as Head Coach of the Program, the Employee shall have the opportunity to earn supplemental compensation in the amounts and upon the conditions set forth below, based upon the exceptional performance of the Program's team and also based upon the team's participation in post-season games, including the

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			<p>additional services required of Employee in preparation for and participation in such post-season games ("Athletic Performance Payment"). The Employee may direct the University to distribute the Athletic Performance Payment that is earned under the provisions of this Article 5.7, or any part thereof, to the Program's assistant coaches as supplemental compensation to them upon the written approval of the Athletic Director.</p> <p>Beginning in the first year of the employment contract, for each year that the Program's single year APR is at the level required by Paragraph 4.2.c.8, the University shall pay the Employee, as additional compensation, per fiscal year for the Program's achievement of the following:</p> <p><b>Athletic Performance:</b></p> <ul style="list-style-type: none"> <li>a. For coaching in the Conference Championship Game: <u>\$25,000.</u></li> <li>b. For winning the Conference Championship Game: <u>\$50,000.</u></li> <li>c. For receiving the Conference Coach of the Year Award or Co-Coach of the Year Award: <u>\$25,000.</u></li> <li>d. For receiving AP or ESPN College Football National Coach of the Year Award: <u>\$100,000.</u></li> <li>e. For coaching in the College Football Playoffs (CFP) or any New Year's Six Bowl Game: <u>\$100,000.</u></li> <li>f. For winning the CFP National Championship: <u>\$100,000.</u></li> <li>g. For coaching in any other Bowl Game: <u>\$50,000.</u></li> <li>h. For ranking in top 25 in ESPN or Coaches Poll: <u>\$25,000.</u></li> </ul> <p><b>Academic Performance:</b></p> <ul style="list-style-type: none"> <li>a. Beginning with the 2023-2024 academic year, for achieving an APR score of 980 or greater: <u>\$10,000.</u></li> <li>b. Beginning with the 2023-2024 academic year, for achieving a team cumulative GPA of 3.0 and above: <u>\$10,000.</u></li> </ul> <p>The Athletic Performance Payment shall not be earned and payable unless the Program's single year APR is achieved and maintained at the minimum level set forth above for the immediately preceding academic year. The Athletic Performance Payment(s) shall be paid within thirty (30) days of the end of the Program's season to which the Payment applies, except those Payments for Academic Performance, which shall be paid within thirty (30) days of the applicable achievement. In the event Employee earns the Athletic Performance Payment but Employee's employment is terminated on or before May 1st of that year, by University for cause pursuant to Article 6.1.c, Employee shall forfeit the Athletic Performance Payment.</p>																														
Blake Anderson	Utah State	\$ 975,000	<p>3.1 <b>Term.</b> This Agreement is for a fixed term appointment commencing on December 11, 2020 and automatically terminating, without further notice to Coach, on December 31, 2027 ("<b>Term</b>"). Individual contract years may be referred to in this Agreement and shall have the following meaning:</p> <table border="1" data-bbox="1003 984 1541 1179"> <thead> <tr> <th>Contract Year</th> <th>Dates</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td>December 11, 2020 – December 31, 2021</td> </tr> <tr> <td>Year 2</td> <td>January 1, 2022 – December 31, 2022</td> </tr> <tr> <td>Year 3</td> <td>January 1, 2023 – December 31, 2023</td> </tr> <tr> <td>Year 4</td> <td>January 1, 2024 – December 31, 2024</td> </tr> <tr> <td>Year 5</td> <td>January 1, 2025 – December 31, 2025</td> </tr> <tr> <td>Year 6</td> <td>January 1, 2026 – December 31, 2026</td> </tr> <tr> <td>Year 7</td> <td>January 1, 2027 – December 31, 2027</td> </tr> </tbody> </table> <p>2. The table in Section 4.1a) is replaced with the following amended table:</p> <table border="1" data-bbox="936 1245 1604 1425"> <thead> <tr> <th>Contract Year</th> <th>Base Annual Salary</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td>\$657,692 (\$57,692 for December 10-December 31, 2020 + \$600,000 for January 1, 2021-December 31, 2021)</td> </tr> <tr> <td>Year 2</td> <td>\$925,000</td> </tr> <tr> <td>Year 3</td> <td>\$975,000</td> </tr> <tr> <td>Year 4</td> <td>\$1,025,000</td> </tr> <tr> <td>Year 5</td> <td>\$1,075,000</td> </tr> <tr> <td>Year 6</td> <td>\$1,125,000</td> </tr> </tbody> </table>	Contract Year	Dates	Year 1	December 11, 2020 – December 31, 2021	Year 2	January 1, 2022 – December 31, 2022	Year 3	January 1, 2023 – December 31, 2023	Year 4	January 1, 2024 – December 31, 2024	Year 5	January 1, 2025 – December 31, 2025	Year 6	January 1, 2026 – December 31, 2026	Year 7	January 1, 2027 – December 31, 2027	Contract Year	Base Annual Salary	Year 1	\$657,692 (\$57,692 for December 10-December 31, 2020 + \$600,000 for January 1, 2021-December 31, 2021)	Year 2	\$925,000	Year 3	\$975,000	Year 4	\$1,025,000	Year 5	\$1,075,000	Year 6	\$1,125,000
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Year 6	\$1,125,000
Year 7	\$1,175,000

4.2 Incentive Compensation. "Incentive Compensation" shall be paid by USU to the Coach upon achievement of the following (hereinafter, individually, referred to as "Achievement") within the Term:

4. The table in Section 4.3 is replaced with the following amended table:

Contract Year	Media Compensation
Year 1	\$400,000
Year 2	\$400,000
Year 3	\$400,000
Year 4	\$400,000
Year 5	\$400,000
Year 6	\$400,000
Year 7	\$400,000

4.2. Incentive Compensation. Supplemental compensation shall be paid by USU to the Coach upon achievement of the following (hereinafter, individually, referred to as "Achievement") within the Term:

Achievement	Amount
Team wins the College Football Playoff (also referred to herein as the CFP) National Championship	\$100,000
Team participates in the CFP National Championship game	\$200,000
Team participates in a CFP Semi-final bowl game	\$200,000
Team participates in a New Year's Six bowl game	\$125,000
Team participates in a non-New Year's Six bowl game	\$75,000
Team wins the Conference Championship	\$50,000
Team wins the Conference Division Championship	\$25,000
Team maintains a multi-year Academic Progress Rate (APR) of 960 or above Note: The APR report is published annually. This incentive compensation may be paid annually and will be triggered upon the publication of the multi-year APR of 960 or greater.	\$10,000
Team is ranked in the final Associated Press Poll or USA Today Coaches Poll at the end of the post-season play in the:	
Top 10	\$50,000
Top 20	\$25,000
Top 25	\$15,000
Note: This category of supplemental compensation is mutually exclusive, meaning that only one amount will be paid if the Team is ranked within the Top 25 (e.g., If the team was ranked as 14, then \$25,000 would be awarded; NOT \$25,000 for the Top 20 AND \$10,000 for the Top 25).	
Coach is selected as the "Conference Coach of the Year" by the Conference as voted by the Conference coaches	\$15,000
Coach is selected as the national "Coach of the Year" by the Associated Press, the American Football Coaches Association, Sporting News, Home Depot,	\$25,000

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Bear Bryant, Eddie Robinson, CBS Sports, Maxwell/George Munger, Bobby Dodd, or the Walter Camp Football Foundation	
Team wins a rival game against BYU and/or University of Utah	\$5,000 each

Each amount of the Incentive Compensation as set forth above will be "earned" upon the occurrence of the related Achievement and will be payable within thirty (30) days thereafter. By way of example only, if the Team wins the CFP National Championship, Coach shall earn the cumulative sum of \$500,000 from such an accomplishment; likewise, if the team wins the Conference Championship, Coach shall earn the cumulative sum of \$75,000 from such accomplishment.

4.5. Vehicle. USU will provide Coach with one loaned vehicle for Coach's use (referred to as a "courtesy car") in keeping with the following uses (in order of priority): (i) business conducted in direct support of the Team's daily operations; (ii) official travel for the Team and/or the USU, as assigned; (iii) business conducted indirectly affecting the Team, such as lunches, meetings, etc.; and (iv) personal business and family support but secondary to the primary purpose of supporting the Team operations. This courtesy car will be provided to USU by supporters of USU Athletics. USU will withhold all applicable federal and state taxes related to Coach's use of the courtesy car, as required by the Internal Revenue Service (IRS) and applicable state and federal law. Coach agrees to follow all USU and USU Athletic Department policies and procedures related to the use of courtesy cars, including compliance with the law, insurance payments, and periodic reports of vehicle information. If, for whatever reason, the courtesy car program ends, then USU will no longer be required to provide Coach with the use of a courtesy car, and the Parties will hereby agree on a stipend of \$700 to cover automobile usage for business purposes.

4.6. Moving Expenses. USU will pay the moving expenses for Coach's household in accordance with USU policy and state law, in an amount up to but not to exceed twenty thousand dollars (\$20,000). Further, pursuant to USU Athletic Department policy and practice, USU will pay or reimburse, in an amount not to exceed five thousand dollars (\$5,000), other related transition expenses, including, if needed, provision of temporary housing.

4.7. Country Club Membership. USU will ensure that the Logan Golf and Country Club grants to Coach membership for USU business purposes at a membership level equivalent to a business membership. Coach's membership will be subject to any terms and conditions imposed by the Logan Country Club, including but not limited to the right of the Logan Country Club to revoke membership. USU will not be responsible for any usage fees or costs, food minimum requirements, or purchases of goods and services at the Logan Country Club. USU will withhold all applicable federal and state taxes related to providing the Country Club membership, as required by the IRS and applicable law.

Jay Sawvel	Wyoming	\$ 300,000	<p>The contract, which runs from Jan. 1, 2024, through Dec. 31, 2028, will pay Sawvel a base salary of \$300,000 with additional guaranteed compensation of \$800,000 through the first three years. In the fourth and fifth years of the deal, the base salary increases to \$350,000 and the additional guaranteed compensation increases to \$900,000.</p> <p>Sawvel can earn incentive bonuses of up to \$250,000 in the first three years of the contract and up to \$350,000 in the fourth and fifth years of the contract for the team's academic performance, ticket revenue, bowl wins, coach of the year honors, a MW championship and a top-25 finish in the College Football Playoff rankings.</p>
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Liquidated Damages  
Head Football Coaches in Mountain West Conference

Coach	School	Length of Contract	2023-24 Salary (total comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Troy Calhoun	Air Force	NA	NA	NA	NA	NA
Spencer Danielson	Boise State	5 years - ending 2/28/29		Yes	Tied to years in contract	See Contract
Jay Norvell	Colorado State	4.5 years - ending 12/31/26	\$ 1,700,000	Yes	Tied to years in contract	<p>In the event that Norvell so terminates this Agreement during the Term for any reason, because the Parties agree that the harm to the University cannot otherwise be reasonably calculated, Norvell, or his designee, shall pay to the University as liquidated damages, and not as a penalty, the following amounts (referred to as "Liquidated Damages"):</p> <ul style="list-style-type: none"> <li>(i) \$4,000,000 if such termination occurs between the Effective Date and December 1, 2022;</li> <li>(ii) \$3,000,000 if such termination occurs between December 2, 2022 and December 1, 2023;</li> <li>(iii) \$2,000,000 if such termination occurs between December 2, 2023 and December 1, 2024;</li> <li>(iv) \$1,000,000 if such termination occurs between December 2, 2024 and December 1, 2025; and</li> <li>(v) \$0 if such termination occurs between December 2, 2025 and December 31, 2026.</li> </ul>
Jeff Tedford	Fresno State	5 years, 2 months - ending 1/31/27	\$ 1,550,000	Yes	Flat rate	<p><b>Liquidated Damages:</b> If Employee chooses to resign his position as Fresno State Head Football Coach, prior to the completion of the Term of the Appointment following the 2024 football season with end date 12/31/2024, he shall pay the Athletic Corporation an early-departure fee of \$1,500,000 unless the resignation is directly related to Employee's health.</p>
Timmy Chang	Hawaii	NA (At Will)	\$ 1,200,000	NA	NA	NA
Jeff Choate	Nevada	5 years	\$ 1,050,000	Yes	Tied to years in contract	<p>If Choate leaves before the end of his contract, he must pay Nevada the following figures:</p> <p><b>Before Jan. 31, 2027: \$2 million</b></p> <p><b>Between Feb. 1, 2027-Dec. 31, 2028: \$1 million</b></p> <p>This also is more coach friendly than Wilson's contract as Wilson would have owed \$4 million at the top end of his buyout compared to Choate's \$2 million buyout. The payment would be made in one lump sum and due within 90 days of his departure date.</p>

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Liquidated Damages  
Head Football Coaches in Mountain West Conference

Bronco Mendenhall	New Mexico	5 years	\$ 1,200,000	Yes	Tied to years in contract	<p>Should Mendenhall accept another position, his payment required to UNM will be determined depending on the year. There is a provision that he will not seek or apply for other positions without prior notice.</p> <ul style="list-style-type: none"> <li>• Contract Year One: \$3,000,000</li> <li>• Contract Year Two: \$2,000,000</li> <li>• Contract Year Three: \$750,000</li> <li>• Contract Year Four: \$500,000</li> <li>• Contract Year Five: \$300,000</li> </ul>
Sean Lewis	San Diego State	5 years	\$ 1,753,100	Yes	Tied to years in contract	<p>Similarly, Lewis must pay SDSU if he departs before his contract is up. The buyout provision calls for Lewis to pay \$5 million if he leaves before Jan. 31, 2025; \$3 million if he leaves before Jan. 31, 2026; and \$2 million thereafter.</p>
Brent Brennan	San Jose State	6 years - ending 12/31/25	\$ 2,040,000	Yes	Tied to years in contract	<p>In the event the Employee negotiates employment at another organization prior to the expiration of this appointment, Employee agrees to pay the University a buy-out settlement as follows: if Employee leaves between the time period of December 12, 2020 and December 31, 2021, the Employee will pay \$2,500,000; if Employee leaves between the time period of January 1, 2022 and December 31, 2022, the Employee will pay \$2,000,000; if Employee leaves between the time period of January 1, 2023 and December 31, 2023 the Employee will pay \$1,500,000; if Employee leaves between the time period of January 1, 2024 and December 31, 2024 the Employee will pay \$1,000,000; if Employee leaves between the time period of January 1, 2025 and December 31, 2025 the Employee will pay \$1,000,000. In all such circumstances, Employee shall also waive any claims for payments from the University or the Tower Foundation remaining under the terms of this appointment.</p>
Barry Odom	UNLV	5 year- ending 12/31/27	\$ 1,750,000	Yes	Tied to years in contract	<p><b>6.2.a.2. Liquidated Damages</b> If the Employee terminates this Agreement for convenience, all obligations of the University shall cease as of the effective date of the termination, and the Employee or Employee's designee shall pay to the University, as liquidated damages and not a penalty, the following sums calculated as of the effective date of termination:</p> <p>If the Employee terminates this Agreement for convenience, all obligations of the University shall cease as of the effective date of the termination, and the Employee or Employee's designee shall pay to the University, as liquidated damages and not a penalty, the following sums calculated as of the effective date of termination:</p> <p>Based on the year the contract is terminated, Employee shall pay to the University an amount equal to the following:</p> <ul style="list-style-type: none"> <li>If terminated by Employee in Year 1 (December 6, 2022 – December 31, 2023) - \$5,000,000</li> <li>If terminated by Employee in Year 2 (January 1, 2024 – December 31, 2024) - \$4,000,000</li> <li>If terminated by Employee in Year 3 (January 1, 2025 – December 31, 2025) - \$3,000,000</li> <li>If terminated by Employee in Year 4 (January 1, 2026 – December 31, 2026) - \$2,000,000</li> <li>If terminated by Employee in Year 5 (January 1, 2027 – December 31, 2027) - \$1,000,000</li> </ul> <p>The liquidated damages shall be due and payable within twenty (20) calendar days of the effective date of the termination, or in accordance with a payment schedule agreed upon by the President of the University and the Employee in writing, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.</p>

**BUSINESS AFFAIRS AND HUMAN RESOURCES**

**JUNE 12-13, 2024**

**ATTACHMENT 5**

Liquidated Damages  
Head Football Coaches in Mountain West Conference

Blake Anderson	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" data-bbox="1270 289 1684 430"> <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																			
Jay Sawvel	Wyoming	5 year (1/1/24-12/31-28)	\$ 800,000	Yes	Tied to years in contract	<p>If Sawvel were to leave UW for another job in athletics, at the college or professional level, in the first three years of the contract his buyout would be 80% of his base salary and guaranteed compensation for the remaining years of the agreement. In the final two years of the deal the buyout drops to 70% of his base salary and guaranteed compensation for the remaining years of the agreement.</p>														



**BOISE STATE UNIVERSITY**

Football APR History and National Percentile Rank

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

	2015-16	2016-17	2017-18	2018-19 <i>(May 2020 release)</i>
<b>Football</b>	968	968	990	997
<b>National % Rank by Sport</b>	<b>80-90</b>	<b>50-60</b>	<b>80-90</b>	<b>90-100</b>

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

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

<b>Football</b>	979	976	979	981
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**SINGLE YEAR GRADE POINT AVERAGE (GPA) SCORES**

	2016-17	2017-18	2018-19	Fall 2019*
<b>Football</b>	2.97	2.94	3.00	2.92

\*Pre-Covid

**PERCENTAGE OF TEAM ELIGIBLE AT THE START OF FALL TERM**

				Fall 2020
<b>Football</b>				100%

*Note: A new measure of the ratio of NCAA Academically Eligible/Ineligible Football Student-Athletes (on aid)*

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 12-13, 2024**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Huckabay Medical Education Building Expansion Proposal; Request for bidding and construction authorization

**REFERENCE:**

- |               |  |
|---------------|--|
| February 2018 | Idaho State Board of Education (Board) authorized the construction phase for WWAMI Medical Education Building renovation project.                          |
| December 2021 | Idaho State Board of Education (Board) approved the naming of the WWAMI Medical Education Building as the "D.A. Huckabay M.D. Medical Education Building." |
| April 2024    | University of Idaho requests revision of the FY25-FY30 UI Six-Year Capital Improvement Plan.   |
| April 2024    | Idaho State Board of Education (Board) approved the design phase for the proposed Huckabay Medical Education Building Expansion.                           |

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

This is a request to authorize the bidding and construction phase of a project to expand the Huckabay Medical Education Building located on the Moscow Campus of the University of Idaho.

The University of Idaho renovated the former Business Technology Incubator Building on campus in 2019 and repurposed it to serve the needs of the Washington, Wyoming, Alaska, Montana, Idaho (WWAMI) Medical Education Program. Upon completion of the renovation effort the facility was renamed the D.A. Huckabay Medical Education Building. As the medical education curriculum and programs such as WWAMI and Project ECHO have grown in the five years since, the facility requires expansion to add space for additional faculty offices, classroom, and support spaces.

The university has engaged in design phase services with the architectural team responsible for the 2019 renovation. Given the previous knowledge of the structure held by this firm, the design phase has progressed quickly and efficiently.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 12-13, 2024**

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The proposed addition is approximately 5,400 gsf. The site plan of the original structure accounted for an eventual expansion of the facility.

In terms of project schedule, the design team is currently working towards a Ready to Advertise (RTA) for bid date of July 2024, with an overall goal of construction completion in summer of 2025 and desired occupancy for the 2025-26 Academic Year.

The project is consistent with the strategic goals and objectives of the University of Idaho and is key to the success of the University's strategic planning regarding medical education opportunities to serve the State of Idaho

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

**IMPACT**

Based on the design work and construction documents developed to date, the cost of general construction for this proposed expansion is estimated by a third-party construction costs consultant at \$3,585,000. Owner's costs, costs of architectural services, reasonable and rational construction and project contingencies bring the total estimate project costs to \$4,496,900.

The source of funds for this project effort is WWAMI program funds set aside for this project initiative.

This request is for authorization to proceed with the bidding and construction phase for the proposed expansion of the Huckabay Medical Education Building. The University seeks authority to expend \$4,496,900 total project costs to cover design services fees, necessities such as site survey, geotechnical investigation, plan review fees, bidding and award costs, construction costs, construction contingency, owner's costs, and reasonable and rational project contingencies.

***Overall Project***

**Funding**

State	
Federal (Grant)	
Other (UI)	
WWAMI	\$ 4,496,900
	_____

**Estimate Budget**

A/E & Consultant Fees	\$ 339,100
Construction	3,585,000
Construction Cont.	286,800
Owner Cost & FFE	180,000
Project Cont.	_____106,000

Total	\$ 4,496,900	Total	\$ 4,496,900
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**ATTACHMENTS**

Attachment 1 – Capital Project Tracking Sheet

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 12-13, 2024**

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**STAFF COMMENTS AND RECOMMENDATIONS**

The authorization of this request will allow the University of Idaho to proceed with the bidding and construction phase of the planned expansion of the Huckabay Medical Education Building. The project will increase the capacity of the existing facility by approximately 5,000 gsf which will add space for additional faculty offices, classrooms, and support spaces to accommodate the growth in UI's medical education curricula and programs over the past five (5) years.

UI's request is for the Board to authorize \$4,496,900 for total project costs that include owner's costs, architectural fees, bids, reasonable and rational construction costs, and project contingencies.

Under Board Policy V.K., if a project is estimated to exceed \$2M, it is defined as a "major project." Under Board Policy V.K.1 and V.K.3 the institutions are required to obtain Board approval for authorizing estimated total project costs and financing plans in excess of \$2M.

The BAHR Committee reviewed these materials at its June 3, 2024 meeting.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by the University of Idaho to implement the Bid and Construction phases of the proposed Huckabay Medical Education Building Expansion, with a projected total cost of \$4,496,900, as described in the materials submitted to the Board. Construction authorization includes the authority to execute all necessary and requisite consulting and vendor contracts to fully implement the planning and design phases of the project.

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

**BUSINESS AFFAIRS AND HUMAN RESOURCES  
JUNE 12-13, 2024**

**ATTACHMENT 1**

Office of the Idaho State Board of Education									
Capital Project Tracking Sheet									
As of June, 2024									
History Narrative									
<b>Institution/Agency:</b>	University of Idaho			<b>Project:</b>	Capital Project Authorization Request, proposed Huckabay Medical Education Building Expansion, University of Idaho (UI), Moscow, Idaho.				
<b>Project Description:</b>	A Capital Project to provide for the design of project to design and construct a proposed expansion of the Huckabay Medical Education Building on the Moscow campus of the University of Idaho.								
<b>Project Use:</b>	the proposed expansion of the Huckabay Medical Education Building add space for additional faculty offices, classroom, and support spaces in support of the University's strategic planning regarding medical education opportunities to serve the State of Idaho								
<b>Project Size:</b>	Approx. 5,400 gsf								
Project Cost History:	Sources of Funds				Use of Funds*				Total Uses
	PBF	ISBA	Other	Total Sources	Planning	Use of Funds Const**	Other***		
Initial Cost of Project, Design Phase Authorization Request. April 2024	\$ -	\$ -	\$ 3,496,900	\$ 3,496,900	\$ 167,952	\$ 2,691,360	\$ 637,588	\$ 3,496,900	
Estimated Cost of Project, Construction Phase Authorization Request. June 2024	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 171,148	\$ 1,180,440	\$ (351,588)	\$ 1,000,000	
<b>History of Revisions:</b>									
<b>Total Project Costs</b>	\$ -	\$ -	\$ 4,496,900	\$ 4,496,900	\$ 339,100	\$ 3,871,800	\$ 286,000	\$ 4,496,900	
* Figures quoted are for the Total Project Cost. The University intent is that any unused funding is carried forward to a future construction phase at the time such future construction phase may be approved by the Board of Regents.									
** Direct Construction Costs & Construction Contingency									
*** Owner's Costs, FFE (AV), & Project Contingency.									
History of Funding:	PBF	ISBA	Other Sources of Funds-----					Total Other	Total Funding
			Institutional Funds (Gifts/Grants)	Student Revenue	Other****				
Initial Cost of Project, Design Phase Authorization Request. April 2024	\$ -	\$ -	\$ -	\$ -	\$ 3,496,900	\$ 3,496,900	\$ 3,496,900		
Estimated Cost of Project, Construction Phase Authorization Request. June 2024	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000		
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ 4,496,900	\$ 4,496,900	\$ 4,496,900		
**** UI WWAMI Program									

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 12-13 2024**

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**UNIVERSITY OF IDAHO**

**SUBJECT**

Men's Head Football Coach Contract

**REFERENCE**

January 2022                      University of Idaho Regents authorized original employment agreement with Coach Jason Eck.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

University of Idaho seeks Board of Regents approval of the proposed updated, multiyear employment contract for current Head Football Coach, Jason Eck. Coach Eck is currently under contract through January 31, 2027. Coach Eck and the University have renegotiated the contract terms. If approved, the proposed contract would run through January 31, 2029.

The main differences between the current and proposed contracts are in these sections:

- 2.1 – Term has been changed to January 31, 2029
- 3.2.2 – Amount has increased from \$125,000 to \$200,000 for payments from Media Partners (Learfield)
- 5.2.2 – Table inserted to show how much University owes if it invokes convenience clause
- 5.3.3 - Table inserted to show how much coach owes if he invokes convenience clause.

**IMPACT**

Contract Term: February 1, 2024 – January 31, 2029.

Base salary: \$175,000 per year.

Media payments: \$200,000 per year.

Summary of supplemental compensation/incentives:

- Courtesy car or, if unavailable, a \$6,500 per year automobile allowance.
- Academic achievement and behavior of team based on Academic Progress Rate of at least 960 = \$10,000.
- Team fall and spring cumulative GPA of 2.75 or higher = \$10,000.
- Conference Coach of the Year (COY) = \$5,000; National COY = \$5,000.
- Regular season conference champions or co-champion = \$5,000.
- Conference tournament champion = \$5,000.
- Each NCAA FCS Playoff Invitation = \$5,000.
- Each win against FBS opponent per season = \$5,000

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 12-13 2024**

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- FCS Playoff appearance
  - \$2,000, first round win or bye
  - Additional \$3,000, second round win
  - Additional \$5,000, quarterfinals win
  - Additional \$7,000, semifinals win
  - Additional \$10,000, FCS Champion

Maximum Potential Annual Compensation (base salary + maximum incentive pay including media payment but not possible payment for camps): \$461,500.

Liquidated damages and buyout provisions for head football coaches at other public institutions in the Big Sky Conference:

- Sacramento State – 100% of the remaining balance of the total base salary (at \$242,004/year).
- Portland State – maximum 15 months guaranteed base compensation (calculated at \$210,000/year).
- Northern Arizona – 50% of the \$236,900/year base salary remaining through the contract.
- Montana State – the lesser of \$250,000 or the remaining base salary payable under the contract (calculated at \$250,437/year).
- Montana – Pro rata the \$209,100/year base salary remaining on the contract.
- Idaho State – Remaining base salary on the contract (calculated at \$210,000/year).
- Eastern Washington – 1 year of \$262,357/year base salary. Breach by Employee \$100,000 then to \$75,000 then to \$50,000
- Cal Poly – 50% of the remaining balance on the contract

The liquidated damages for this contract were the result of negotiations between the University of Idaho and the Coach. The liquidated damages are similar to those from the current contract and are based on \$175,000 in regular compensation per year, but they have been reduced to a table format for clarity. The liquidated damages would be paid through the contract term or until Coach obtains comparable employment, as follows:

February 1, 2024 – January 31, 2025	\$525,000
February 1, 2025 – January 31, 2026	\$350,000
February 1, 2026 – January 31, 2027	\$250,000
February 1, 2027 – January 31, 2028	\$175,000
February 1, 2028 – January 31, 2029	Remaining balance owed 3.1.1(a)

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 12-13 2024**

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**ATTACHMENTS**

- Attachment 1 – Eck 2024 Contract - Clean
- Attachment 2 – Comparison with Model Contract
- Attachment 3 – Comparison with Coach’s Current Contract
- Attachment 4 – Four-Year History of Academic Progress Rate, & National APR
- Attachment 5 – Big Sky Conference Base Salaries & Incentive Payments

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

The proposed updated contract for current UI Head Football Coach Jason Eck is in substantial conformance with the Board’s model contract.

When the Board approved UI’s previous employment agreement for Coach Eck in January 2022, the contract term period ended January 31, 2027. The terms of the existing contract have been renegotiated with the following changes:

- The contract term has been extended to January 31, 2029.
- An increase of annual compensation for media obligations from \$125,000 to \$200,000 (total increase of \$75,000)
- Updated tables in contract to more clearly show financial obligations if the Termination of Convenience Clause is acted upon by either Coach Eck or UI.

This information was reviewed by the BAHHR Committee at its June 3, 2024 meeting.

Staff recommends approval.

**BOARD ACTION**

I move to approve the University of Idaho’s request to approve the multi-year employment contract for the Football Team Head Coach in substantial conformance with the form submitted to the Board as Attachment 1.

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



## **EMPLOYMENT AGREEMENT**

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

### **ARTICLE 1**

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

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

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

### **ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of approximately (5) Five years, commencing on February 1, 2024 and terminating, without further notice to Coach, on January 31, 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. Any renewal is subject to the prior approval in accordance with the policies of the Board of Regents of the University of Idaho (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

**ARTICLE 3**

**3.1 Regular Compensation.**

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

- a) An annual salary of \$175,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Athletics Director and Chief Executive Officer and approved by the Board;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements, provided, however, in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Athletics Director; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

**3.2 Supplemental Compensation.**

3.2.1 The University shall provide Coach with a courtesy car. Coach shall be responsible for acquiring, maintaining, registering and insuring the automobile. If a courtesy car is unavailable, an annual automobile allowance of Six Thousand Five hundred dollars (\$6,500) per year payable in biweekly installments in accordance with normal University procedures.

3.2.2 Coach shall receive the sum of \$200,000 from the University or the University's designated media outlet(s) or a combination thereof each year (January 1 to

December 31) during the term of this Agreement in compensation for participation in media programs and public appearances payable in monthly installments. Coach shall receive a pro rated portion for any partial years. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25, as well as compliance with the requirements of paragraph 4.8 (Media Obligations) below.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team Members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Athletics Director. If the Teams' annual Academic Progress Rate (APR) is equal to or greater than 960 and if Coach continues to be employed as the University's Head Men's Football Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA, Coach shall receive supplemental compensation of \$10,000. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach is named Conference Coach of the Year the University shall pay to Coach supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 Each year Coach is named National Coach of the Year the University shall pay to Coach supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Team GPA. Coach shall receive supplemental compensation in an amount equal to \$10,000 if the Team's fall and spring cumulative GPA is 2.75 or higher. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the final, cumulative GPA being calculated by the University.

3.2.7 Each year the Team is the conference champion or co-champion and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000 during the fiscal year in which the Team is conference champion or co-champion. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 Each year the Team is invited to the NCAA FCS Playoffs, and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000, during the fiscal year in which the NCAA FCS Playoffs appearance occurs. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.9 FBS Wins. For each season, Coach shall receive supplemental compensation in an amount equal to \$5,000 for each win against an FBS opponent, and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st.

3.2.10 Post Season. For each appearance in the FCS Playoffs, coach shall receive supplemental compensation based on the following schedule, all bonuses are stackable, and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

First Round	Win or Bye	\$2,000
Second Round	Win	\$3,000
Quarterfinals	Win	\$5,000
Semifinals	Win	\$7,000
FCS Championship	Win	\$10,000

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

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

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;

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

accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

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

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

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

#### ARTICLE 4

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

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

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

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

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

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

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

- e) Providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and
- f) Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

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

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

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

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

4.6 Other Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher



education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Athletics Director. Such approval shall not unreasonably be withheld.

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

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

## ARTICLE 5

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

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

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

- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution. For purposes of this agreement, a level one or level two violation of NCAA rules as determined by the University and/or the NCAA constitutes a major violation of NCAA rules;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully cooperate, as defined in article 4.1.5 of this agreement, with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision; or
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.

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

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

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

## 5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in the table below, excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced to an amount such that the gross compensation paid Coach as a result of such other employment when added to the gross amount paid Coach by the University under this section 5.2.2 does not exceed the gross salary set forth in the table below (before deductions required by law). In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life

insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University’s obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

February 1, 2024 – January 31, 2025	February 1, 2025 – January 31, 2026	February 1, 2026 – January 31, 2027	February 1, 2027 – January 31, 2028	February 1, 2028 – January 31, 2029
\$525,000	\$350,000	\$250,000	\$175,000	Remaining balance owed 3.1.1(a)

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, an amount equal the total salary to be paid under the table below (before deductions required by law) for the remaining term of the contract. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

February 1, 2024 – January 31, 2025	February 1, 2025 – January 31, 2026	February 1, 2026 – January 31, 2027	February 1, 2027 – January 31, 2028	February 1, 2028 – January 31, 2029
\$525,000	\$350,000	\$250,000	\$175,000	Remaining balance owed 3.1.1(a)

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

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

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

## ARTICLE 6

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

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

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

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

subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

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

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

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

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

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

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

the University:	Director of Athletics University of Idaho 875 Perimeter Drive, MS 2302 Moscow, Idaho 83844-2302
with a copy to:	Office of the President University of Idaho 875 Perimeter Drive, MS 3151 Moscow, Idaho 83844-3151
Coach:	Jason Eck Last known address on file with University's Human Resource Services

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

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

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

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

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

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

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

**University**

**Coach**

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

Signature: \_\_\_\_\_  
Printed Name: Jason Eck  
Date: \_\_\_\_\_



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

~~EMPLOYMENT~~EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between \_\_\_\_\_~~(The~~ University ~~(College of~~ Idaho ~~(University)~~), and \_\_\_\_\_~~Jason Eck~~ (Coach).

ARTICLE 1

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

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~(\_\_\_\_\_)~~ approximately (5) Five years, commencing on \_\_\_\_\_February 1, 2024 and terminating, without further notice to Coach, on \_\_\_\_\_January 31, 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 ~~(College)~~ and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval in

accordance with the policies of the ~~Idaho State~~ Board of ~~Education Regents of the~~  
University of Idaho (Board). This Agreement in no way grants to Coach a claim to tenure  
in employment, nor shall Coach's service pursuant to this Agreement count in any way  
toward tenure at the University ~~(College)~~.

ARTICLE 3

3.1 Regular Compensation.

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

- a) An annual salary of \$ ~~\_\_\_\_\_~~ \$175,000 per year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Athletics Director and Chief Executive Officer and approved by the Board;
- b) The opportunity to receive such employee benefits as the University ~~(College)~~ provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements ~~—(except that, provided, however,~~ in accordance with Board Policy II.H.6.b.ii, University ~~(College)~~ and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Athletics Director);~~;~~ and
- c) The opportunity to receive such employee benefits as the University (College)'s University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

3.2 Supplemental Compensation.

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

~~(College)~~The University shall provide Coach with a courtesy car. Coach shall be responsible for acquiring, maintaining, registering and insuring the automobile. If a courtesy car is unavailable, an annual automobile allowance of Six Thousand Five hundred dollars (\$6,500) per year payable in biweekly installments in accordance with normal University procedures.

3.2.2 Coach shall receive the sum of \$200,000 from the University or the University's designated media outlet(s) or a combination thereof each year (January 1 to December 31) during the term of this Agreement in compensation for participation in media programs and public appearances payable in monthly installments. Coach shall receive a pro rated portion for any partial years. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25, as well as compliance with the requirements of paragraph 4.8 (Media Obligations) below.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team Members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Athletics Director. If the Teams' annual Academic Progress Rate (APR) is equal to or greater than 960 and if Coach continues to be employed as the University's Head Men's Football Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA, Coach shall receive supplemental compensation of \$10,000. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach is named Conference Coach of the Year the University shall pay to Coach supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.1-3.2.5~~ Each year Coach is named National Coach of the Year the University shall pay to Coach supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.2~~ Each year the

~~3.2.6~~ Team is ranked in the top 25 in the (national rankings of sport's division), and if GPA. Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College) shall pay Coach receive supplemental compensation in an amount equal to (amount \$10,000 if the Team's fall and spring cumulative GPA is 2.75 or computation) of Coach's Annual Salary in effect on the

~~date of the final poll higher.~~ The University ~~(College)~~ shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the final, cumulative GPA being calculated by the University.

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

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

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

~~3.2.7 3.2.6 (SUMMER CAMP OPERATED BY UNIVERSITY (COLLEGE))~~ Coach Each year the Team is the conference champion or co-champion and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000 during the fiscal year in which the Team is conference champion or co-champion. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 Each year the Team is invited to the NCAA FCS Playoffs, and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000, during the fiscal year in which the NCAA FCS Playoffs appearance occurs. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.9 FBS Wins. For each season, Coach shall receive supplemental compensation in an amount equal to \$5,000 for each win against an FBS opponent, and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st.

3.2.10 Post Season. For each appearance in the FCS Playoffs, coach shall receive supplemental compensation based on the following schedule, all bonuses are stackable, and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

<u>First Round</u>	<u>Win or Bye</u>	<u>\$2,000</u>
<u>Second Round</u>	<u>Win</u>	<u>\$3,000</u>
<u>Quarterfinals</u>	<u>Win</u>	<u>\$5,000</u>
<u>Semifinals</u>	<u>Win</u>	<u>\$7,000</u>
<u>FCS Championship</u>	<u>Win</u>	<u>\$10,000</u>

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

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

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth football camps for a particular period of time during the term of this Agreement, then during such time period, Coach shall be permitted to operate

youth football camps on the University's campus and using its facilities under the following terms and conditions:

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

damages, or liabilities arising out of the operation of the summer youth camp(s)).

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

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

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

3.34 General Conditions of Compensation. All compensation provided by the University (College) to Coach is subject to deductions and withholdings as required by



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

#### ARTICLE 4

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

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

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

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

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

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

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

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

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

other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University ~~(College)~~, the Board, the conference, or the NCAA ~~(or NAIA)~~.

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

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

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

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

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

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

## ARTICLE 5

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

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

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

applicable law or the policies, rules or regulations of the University ~~(College)~~, the Board, the conference, or the NCAA ~~(NAIA)~~;

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

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

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

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

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

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

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

<u>February 1, 2024 – January 31, 2025</u>	<u>February 1, 2025 – January 31, 2026</u>	<u>February 1, 2026 – January 31, 2027</u>	<u>February 1, 2027 – January 31, 2028</u>	<u>February 1, 2028 – January 31, 2029</u>
<u>\$525,000</u>	<u>\$350,000</u>	<u>\$250,000</u>	<u>\$175,000</u>	<u>Remaining balance owed 3.1.1(a)</u>

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment with University ~~(College)~~, which damages are extremely difficult

to determine with certainty. The parties further agree that the payment of such liquidated damages by University ~~(College)~~ and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University ~~(College)~~. The liquidated damages are not, and shall not be construed to be, a penalty.

**5.3 Termination by Coach for Convenience.**

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University ~~(College)~~, as liquidated damages and not a penalty, an amount equal the following sum: \_\_\_\_\_total salary to be paid under the table below (before deductions required by law) for the remaining term of the contract. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

<u>February 1, 2024 – January 31, 2025</u>	<u>February 1, 2025 – January 31, 2026</u>	<u>February 1, 2026 – January 31, 2027</u>	<u>February 1, 2027 – January 31, 2028</u>	<u>February 1, 2028 – January 31, 2029</u>
<u>\$525,000</u>	<u>\$350,000</u>	<u>\$250,000</u>	<u>\$175,000</u>	<u>Remaining balance owed 3.1.1(a)</u>

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University ~~(College)~~ will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University ~~(College)~~ shall constitute adequate and reasonable compensation to University ~~(College)~~ for the damages and injury suffered by it because

of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This Section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University ~~(College)~~.

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

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

5.7 Waiver of Rights. Because Coach is receiving ~~a multi-year contract and~~ the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to ~~University (College)~~ University (College) employees, if the University ~~(College)~~ suspends or reassigns Coach, or terminates this Agreement for good



or adequate cause ~~or for convenience~~, Coach shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice, appeal, and similar employment-related rights provided for in Board policy, IDAPA 08.01.01-et seq., and the University (College) (Faculty-Staff) Handbook.

## ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

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

Coach: \_\_\_\_\_ Jason Eck  
Last known address on file with  
University (College)'s University's Human Resource Services

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

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

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

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

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

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

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

University (College)

**Coach**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_: C.  
Scott Green  
Chief Executive Officer

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_:  
Jason Eck

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

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

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

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



## EMPLOYMENT AGREEMENT

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

### ARTICLE 1

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

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

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

### ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of approximately (5) Five years, commencing on ~~or about December 22, 2024~~ February 1, 2024 and terminating, without further notice to Coach, on January 31, ~~2027~~ 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. Any renewal is subject to the prior approval in accordance with the policies of the Board of Regents of the University of Idaho (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

**ARTICLE 3**

**3.1 Regular Compensation.**

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

- a) An annual salary of \$175,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Athletics Director and Chief Executive Officer and approved by the Board;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements, provided, however, in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Athletics Director; and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

**3.2 Supplemental Compensation.**

3.2.1 The University shall provide Coach with a courtesy car. Coach shall be responsible for acquiring, maintaining, registering and insuring the automobile. If a courtesy car is unavailable, an annual automobile allowance of Six Thousand Five hundred dollars (\$6,500) per year payable in biweekly installments in accordance with normal University procedures.

3.2.2 Coach shall receive the sum of \$425,200,000 from the University or the University's designated media outlet(s) or a combination thereof each year (January

1 to December 31) during the term of this Agreement in compensation for participation in media programs and public appearances payable in monthly installments. Coach shall receive a pro rated portion for any partial years. Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25, as well as compliance with the requirements of paragraph 4.8 (Media Obligations) below.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team Members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Athletics Director. If the Teams' annual Academic Progress Rate (APR) is equal to or greater than 960 and if Coach continues to be employed as the University's Head Men's Football Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA, Coach shall receive supplemental compensation of \$10,000. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach is named Conference Coach of the Year the University shall pay to Coach supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 Each year Coach is named National Coach of the Year the University shall pay to Coach supplemental compensation of \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Team GPA. Coach shall receive supplemental compensation in an amount equal to \$10,000 if the Team's fall and spring cumulative GPA is 2.75 or higher. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation but shall utilize best efforts to provide Coach such supplemental compensation within thirty (30) days of the final, cumulative GPA being calculated by the University.

3.2.7 Each year the Team is the conference champion or co-champion and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000 during the fiscal year in which the Team is conference champion or co-champion. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.8 Each year the Team is invited to the NCAA FCS Playoffs, and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000, during the fiscal year in which the NCAA FCS ~~Playoff~~Playoffs appearance occurs. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.9 FBS Wins. For each season, Coach shall receive supplemental compensation in an amount equal to \$5,000 for each win against an FBS opponent, and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st.

3.2.10 Post Season. For each appearance in the FCS ~~playoffs~~Playoffs, coach shall receive supplemental compensation based on the following schedule, all bonuses are stackable, and if Coach continues to be employed as University's Head Men's Football coach as of the ensuing May 1st. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

First Round	Win or Bye	\$2,000
Second Round	Win	\$3,000
Quarterfinals	Win	\$5,000
Semifinals	Win	\$7,000
FCS Championship	Win	\$10,000

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

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

- a) The summer youth camp operation reflects positively on the University of Idaho and the Department;



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

accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

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

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

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

#### ARTICLE 4

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

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

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

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

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

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

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

- e) Providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and
- f) Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

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

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

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

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

4.6 Other Opportunities. Coach shall not, under any circumstances, interview for, negotiate for, or accept employment as a coach at any other institution of higher

education or with any professional sports team, requiring performance of duties prior to the expiration of this Agreement, without the prior approval of the Athletics Director. Such approval shall not unreasonably be withheld.

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

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

## ARTICLE 5

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

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

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

- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution. For purposes of this agreement, a level one or level two violation of NCAA rules as determined by the University and/or the NCAA constitutes a major violation of NCAA rules;
- d) Ten (10) working days' absence of Coach from duty without the University's consent;
- e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully cooperate, as defined in article 4.1.5 of this agreement, with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision; or
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.

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

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

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

## 5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in ~~Section 3.1.1(a), the table below~~, excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced to an amount such that the gross compensation paid Coach as a result of such other employment when added to the gross amount paid Coach by the University under this section 5.2.2 does not exceed the gross salary set forth in ~~Section 3.1.1(a) the table below~~ (before deductions required by law). In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance

benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University’s obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

<u>February 1, 2024 – January 31, 2025</u>	<u>February 1, 2025 – January 31, 2026</u>	<u>February 1, 2026 – January 31, 2027</u>	<u>February 1, 2027 – January 31, 2028</u>	<u>February 1, 2028 – January 31, 2029</u>
<u>\$525,000</u>	<u>\$350,000</u>	<u>\$250,000</u>	<u>\$175,000</u>	<u>Remaining balance owed 3.1.1(a)</u>

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, an amount equal the total salary to be paid under Section 3.1.1(a) the table below (before deductions required by law) for the remaining term of the contract. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.



<u>February 1, 2024 – January 31, 2025</u>	<u>February 1, 2025 – January 31, 2026</u>	<u>February 1, 2026 – January 31, 2027</u>	<u>February 1, 2027 – January 31, 2028</u>	<u>February 1, 2028 – January 31, 2029</u>
<u>\$525,000</u>	<u>\$350,000</u>	<u>\$250,000</u>	<u>\$175,000</u>	<u>Remaining balance owed 3.1.1(a)</u>

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

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

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

## ARTICLE 6

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

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

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

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

subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

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

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

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

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

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

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

the University:	Director of Athletics University of Idaho 875 Perimeter Drive, MS 2302 Moscow, Idaho 83844-2302
with a copy to:	Office of the President University of Idaho 875 Perimeter Drive, MS 3151 Moscow, Idaho 83844-3151
Coach:	Jason Eck Last known address on file with University's Human Resource Services

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

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

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

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

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

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

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

**University**

**Coach**

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

Signature: \_\_\_\_\_  
Printed Name: Jason Eck  
Date: \_\_\_\_\_

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

Four-Year History of University's APR

Year	APR for Year	Four-Year History APR
2019-2020	956	954
2020-2021	973	957
2021-2022	945	952
2022-2023	960	958

National Average APR = 957

**Base Salary and Incentives for Big Sky Conference Head Football Coaches**

School	Base Salary	Supplemental	Total Compensation
Idaho	\$ 175,000	\$ 272,000	\$ 447,000
Eastern Washington	\$ 262,357	\$ 108,000	\$ 370,465
Idaho State	\$ 210,000	\$ 95,500	\$ 305,500
Cal Poly	\$ 350,004	\$ 274,000	\$ 624,004
Montana State	\$ 250,437	\$ 370,500	\$ 620,937
Sacramento State	\$ 242,004	\$ 222,000	\$ 602,004
Northern Colorado	\$ 203,116	\$ 75,000	\$ 278,116
UC-Davis	\$ 277,500	\$ 15,000	\$ 292,500
Montana	\$ 209,100	\$ 346,500	\$ 555,600
Portland State	\$ 210,000	0	\$ 210,000
Northern Arizona	\$ 236,900	\$ 91,000	\$ 327,900
Weber State	\$ 225,000	\$ 175,000	\$ 400,000

As of April 30, 2024 – Source Win AD: Salaries and contracts as shown in Win AD.

**BUSINESS AFFAIRS AND HUMAN RESOURCES**  
**JUNE 12-13, 2024**

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**SUBJECT**

Idaho Division of Vocational Rehabilitation (IDVR) Interim Administrator Appointment

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures IV.F.

**BACKGROUND/DISCUSSION**

Jane Donnellan resigned as Administrator of IDVR on May 31, 2024. Matt Freeman, Executive Director of the Idaho State Board of Education, has been serving as Acting Administrator of IDVR pending appointment of an interim administrator.

Mr. Freeman worked closely with the Office of the Governor to identify potential candidates for an interim administrator. Judy Taylor, Director of the Idaho Commission on Aging, emerged as a strong leader who has proven experience with effective change management and process/systems improvement. The Office of the Governor and Mr. Freeman discussed the interim administrator position with Ms. Taylor, and she has indicated she is able and willing to serve if that is the pleasure of the Board.

**ATTACHMENTS**

Attachment 1 – Judy Taylor resume

**STAFF COMMENTS AND RECOMMENDATIONS**

The Executive Director recommends the appointment of Judy Taylor as the Interim Administrator of IDVR until such time as a permanent administrator may be appointed, but not to exceed nine months.

**BOARD ACTION**

I move to appoint Judy Taylor as Interim Administrator for the Division of Vocational Rehabilitation effective June 17, 2024, for a term not to exceed nine months, and to set her salary at \_\_\_\_/hr, (\$\_\_\_\_\_ annually).

Judy Bicknell Taylor MSN, RN  
208-577-2859 work  
[judy.taylor@aging.idaho.gov](mailto:judy.taylor@aging.idaho.gov)

### Summary of Qualifications:

- Accomplished executive leader, change champion and culture builder
- Proven ability to evaluate and improve systems and processes
- Deep knowledge of issues facing the elderly and disabled
- Established statewide relationships in the healthcare and education arenas
- Experience with challenges facing rural Idahoans
- 38 years serving and advocating for patients, families', and communities' healthcare needs
- Skilled communicator, public speaker, and educator
- Emphasis on building relationships, partnerships, and consensus
- Commitment to improving quality of life through effective public policy

### Recent Professional Experience:

**Idaho Commission of Aging**, 341 W. Washington, Boise, ID 83702

Administrator February 2017 – Present

Strategic and operational oversight of the designated State Unit on Aging. Since appointment, has re-established relationships and cooperation with stakeholders. Has increased openness and transparency of financial data. Has increased participation and leadership on statewide issues affecting older Idahoans. Has established a strategic agenda to prepare the state for coming demographic changes that may increase the costs of providing elder care. Represented the agency in legislative matters.

**Idaho State Board of Nursing**, 280 N 8<sup>th</sup> Street #210, Boise, ID 83720

Associate Executive Director 2014 to 2017

Regulated nurse practice and education for the purpose of public protection. Identified priorities and trends, developed and evaluated policy and activities to achieve strategic benchmarks, participated in rule promulgation. Interpreted and communicated the Board's philosophies, positions, and regulations to constituents. Communicated stakeholder concerns to the Board. Interfaced with Health and Welfare, and fellow state boards on common issues. Interacted with DFM, LSO, and DHR to ensure internal operations met established standards.



**St. Luke's McCall Hospital**, 1010 State Street, McCall, ID 83638

Interim Director of Patient Care Services 2013 – 2014

Responsibility and accountability for clinical services for a 15-bed critical access hospital. Identified and implemented changes to strengthen the hospital's ability to meet community needs, while maintaining financial viability, and employee morale. Advocated for local control related to unique rural challenges. Evaluated and improved systems to position the hospital for success.

**Elks Rehab Hospital**, 600 N Robbins Rd. Boise, ID 83702

Director of Clinical Services 2008 – 2013

Director of Nursing Services 2004 – 2008

Staff Nurse 2001 – 2004

Responsibility and accountability for the safety and quality of clinical services for an acute rehabilitation hospital and staff of 150. Trained and motivated staff to meet the needs of patients and families, focusing on fostering the highest level of function and independence. Facilitated re-integration into local communities. Emphasized and supported caregiver training.

**Northwest Nazarene University Department of Nursing**, 623 Holly St. Nampa, ID 83686

Guest lecturer / adjunct faculty 2005 –2012

Full – Time Faculty 2002- 2004

Instructed Baccalaureate nursing students on all aspects of nursing care, with an emphasis on family nursing, care coordination, advocacy, and leadership.

**Saint Alphonsus Regional Medical Center**, 1055 N. Curtis Road, Boise, ID 83706

Clinical Nurse Specialist - Family Support 1997 -1999

Represented and promoted the concept of Family centered care to the entire medical center through education, preceptorship, committee participation, program development, and community involvement. Advocated for families' rights to be involved in healthcare decisions. Mediated situations where family and professional goals were at odds. Transitioned high need patients back into their local communities.

Unit Director, Medical Services 1995 - 1997

Held comprehensive and decentralized accountability and responsibility for a 37-bed medical floor. Supervised, hired and counseled staff of 70.

Night Shift Coordinator, Medical Services 1994 - 1995

Implemented, coordinated, and evaluated the care delivery, quality, and personnel of the medical unit's night staff. Responsible for the clinical orientation of new nursing staff.

**Cascade Care Center**, 2814 S. Indiana Ave, Caldwell, ID 83605

Staff Development Coordinator 1992 - 1993

Responsibility to recruit and train staff for a 112-bed long-term care center. Taught CNA course. Provided all state mandated education on elder abuse, dementia, and skills necessary to meet resident's physical, mental, social, and spiritual needs. Acted as back up administrator.

**Professional experience from 1983-1992 available upon request**

**Education and Licenses:**

California State University Dominguez Hills - 1994

Master of Science in Nursing, Emphasis Nursing Education / Clinical elective in Parent-Child Nursing

California State University Regents – 1988

Bachelor of Science in Nursing, Emphasis in Family Nursing

Los Angeles County / USC Medical-Center School of Nursing – 1985

Diploma in Nursing

ID Registered Nurse - N-21336

CA Public Health Nurse – 44638

**Honors:**

BSN Degree Magna Cum Laude

Nominated to Sigma Theta Tau Honor Society

Nominated to Nightingale Honor Society

Nominated to Philatheatan Honor Society

**Professional and Personal references available upon request**