

**CONSENT
FEBRUARY 19-20, 2025**

TAB	DESCRIPTION	ACTION
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2	BAHR – IDAHO STATE UNIVERSITY – TEMPORAY ACCESS EASEMENT – UNION PACIFIC RAILROAD	Action Item
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4	BAHR – UNIVERSITY OF IDAHO – EMPLOYMENT CONTRACT FOR HEAD FOOTBALL COACH	Action Item
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**CONSENT
FEBRUARY 19-20, 2025**

TAB	DESCRIPTION	ACTION
10	PPGA - COLLEGE OF IDAHO – REQUEST TO APPROVE NEW PRINCIPAL CERTIFICATION ENDORSEMENT PROGRAM	Action Item

CONSENT
FEBRUARY 19-20, 2025

SUBJECT

Reappointment of non-Board members to Audit Risk and Compliance Committee

REFERENCE

April 2017	Board appointed Stephen Speidel to the Audit Committee as a non-Board member
February 2018	Board appointed Joanna Hale to the Audit Committee as a non-Board member
December 2021	Board appointed Steve Skaggs to the Audit Committee as a non-Board member

APPLICABLE STATUTE, RULE, OR POLICY

Governing Policies and Procedures V.H.
Board Bylaws I.F.4.b.

BACKGROUND/DISCUSSION

Board Bylaws provide that the Audit, Risk and Compliance (ARC) Committee members shall be appointed by the Board and that the Committee shall consist of five or more members. Three members of the Committee shall be current Board members and at least two members shall be independent, non-Board members who are familiar with the audit process and permanent residents of the state of Idaho. Members may be reappointed. All three non-Board members, Stephen Speidel, Joanna Hale, and Steve Skaggs were previously appointed by the Board and are current members of the ARC Committee. These three members were either appointed for three-year terms or the term was not specified.

IMPACT

Before revisions to the Bylaws, the terms for non-Board members were three years. At that time, it was difficult to find non-Board members, so revisions were made to the Bylaws to replace the three-year term with the provision that non-members may be reappointed.

The ARC Committee unanimously recommends all three non-Board members for reappointment to the ARC Committee in two-year staggered terms.

STAFF COMMENTS AND RECOMMENDATIONS

The ARC Committee recommends the reappointment of Mr. Skaggs, Mr. Speidel, and Ms. Hale as non-Board members of the Audit, Risk and Compliance Committee as follows:

Steve Skaggs	Term: January 1, 2025, through December 31, 2027
Stephen Speidel	Term: January 1, 2025, through December 31, 2028
Johanna Hale	Term: January 1, 2025, through December 31, 2029

Board staff recommends approval.

CONSENT
FEBRUARY 19-20, 2025

BOARD ACTION

I move to reappoint Mr. Skaggs, Mr. Speidel, and Ms. Hale as non-Board members of the Audit, Risk and Compliance Committee for the following terms:

Steve Skaggs	Term: January 1, 2025, through December 31, 2027
Stephen Speidel	Term: January 1, 2025, through December 31, 2028
Johanna Hale	Term: January 1, 2025, through December 31, 2029

Moved by _____ Seconded by _____ Carried Yes _____ No _____

IDAHO STATE UNIVERSITY

SUBJECT

Temporary Access Easement - Union Pacific Railroad

APPLICABLE STATUTE, RULE, OR POLICY

Policy Section V.I. – Business Transactions, Real and Personal Property and Services

BACKGROUND/DISCUSSION

Union Pacific Railroad is seeking a Temporary Access Easement through property in Idaho Falls that is located near the University Place campus. The property is owned by the Idaho State Board of Education and would permit truck and trailer access for Union Pacific to their railroad right of way for repair work on railroad tracks during 2025. The work will focus on repairing track infrastructure over the Snake River which lies to the west of State Board property.

The easement will grant Union Pacific the ability to move equipment across State Board property next to the INL C3 facility. Railroad work is anticipated to begin as early as March 1, 2025, with work to be completed by July 2025. An extension of the easement may be granted if work is not completed by the July target date. The easement requires Union Pacific to restore the easement area to the condition which existed prior to the commencement of the easement.

In consideration of the Easement, Union Pacific Railroad will assist Idaho State University in exploring the feasibility of an at-grade railroad crossing between the INL and the Idaho State University campus as a possible replacement project rather than continued planning and development for a pedestrian walking bridge.

ATTACHMENTS

Attachment 1 – Temporary Access Easement with Exhibits A and B.

STAFF COMMENTS AND RECOMMENDATIONS

This Temporary Access Easement request presents an opportunity for ISU to collaborate with Union Pacific Railroad to explore the development of a long-desired at-grade railroad crossing between INL and the ISU campus, which could offer a more feasible alternative to a pedestrian walking bridge.

Staff recommends approval of the requested easement and direct ISU to continue working with Union Pacific on the feasibility and planning of the crossing.

CONSENT
FEBRUARY 19-20, 2025

BOARD ACTION

I move to approve the Temporary Access Easement and authorize the Idaho State University's vice president to sign the associated documents on behalf of the State Board of Education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

TEMPORARY ACCESS EASEMENT

THIS TEMPORARY ACCESS EASEMENT is made by and between IDAHO STATE BOARD OF EDUCATION, on behalf of Idaho State University (the "Grantor"), with an address of 921 South 8th Ave., Mail Stop 8310, Pocatello, ID 83209 and UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Grantee"), with an address of 1400 Douglas St., STOP 1690, Omaha, Nebraska 68179.

The Grantor, in consideration for Grantee's agreement as set forth below, the sufficiency of which is hereby acknowledged, does hereby grant a TEMPORARY ACCESS EASEMENT across the property outlined in pink on **Exhibit A**, (the "Access Area"), and as described on Exhibit B which impacts Grantor's APN: RPA7092001008O

1. Authorized Use. This Temporary Access Easement is to be used by the Grantee and its employees, agents, contractors and permittees, for truck and trailer access to Grantee's right-of-way to perform bridge construction.

2. Term. The Temporary Access Easement granted herein shall commence on February 21, 2025. The Grantee anticipates completing its construction on July 1, 2025. Should Grantee not have completed its use of the Access Area by July 1, 2025, Grantee may request that Grantor extend the term of this Temporary Access Easement.

3. Indemnification. Grantee agrees to indemnify and hold harmless the Grantor from and against loss, damages, costs and expenses which may result from injury to or death of persons or loss of or damage to property when such loss is due to or arises in connection with or as a result of Grantee's use of the Access Area.

4. Restoration of Access Area. On the expiration of the term of this Easement, Grantee shall restore the Access Area to the condition which existed prior to commencement of the Temporary Access Easement to the reasonable satisfaction of Grantor. Grantee shall use best efforts not to use property outside of the Access Area, but should Grantee operate outside of the Access Area than Grantee shall restore said land consistent with its obligation to restore the Access Area

5. Consideration. In consideration of granting this Temporary Access Easement, the Grantee acknowledges that Idaho State University and the Idaho Division of Public Works desires to file an application with Grantee to develop an at-grade railroad crossing in proximity to the Access Area and Grantee will provide guidance on how to file an application for said crossing. Grantee shall pay Idaho State University a fee of Five Thousand Dollars (\$5,000.00).

IN WITNESS WHEREOF, the Grantor and Grantee have executed this instrument as of the ____ day of _____, 2025.

GRANTOR

IDAHO STATE BOARD OF EDUCATION

By:
Its:

GRANTEE

UNION PACIFIC RAILROAD COMPANY

Peter Kenney
Senior Manager - Acquisitions

EXHIBIT A

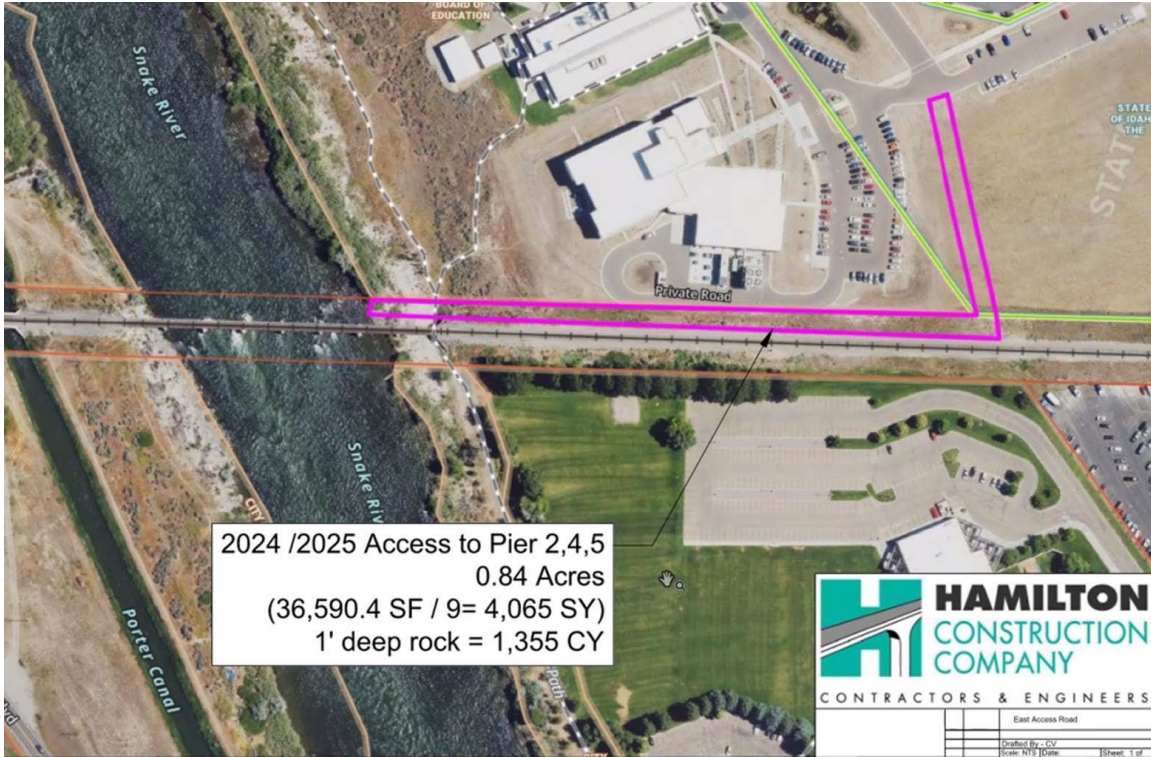


EXHIBIT B

The Temporary Access shall be no wider than 30' and consist of a direct path running north to south approximately 350' across Grantor's APN RPA70920010080 to Grantee's right-of-way, at which point, Grantee will traverse east to west along its property. The total Temporary Access area is 10,500 square feet.

IDAHO STATE UNIVERSITY

SUBJECT

Multi-year contract for Sean Carter, Head Women's Volleyball Coach

REFERENCE

June 2022

Idaho State University hired Sean Carter with a 3-year contract which did not require SBOE approval, with a commitment to go before the Board at the earliest opportunity to seek a contract of greater than 3 years, not exceeding 4 years.

October 2022

The Board approved a 4-year contract for Sean Carter at a salary of \$78,000 with a maximum bonus potential of \$20,000 and liquidated damages of \$20,000

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Since his arrival at Idaho State University in June of 2022, Coach Carter has improved women's volleyball team performance from last place in the BSC to a 2nd place finish in 2024, a 21-10 record, and received an invitation to the National Invitational Volleyball Championships.

IMPACT

The new contract will help Idaho State to retain Coach Carter and improve the positive experience and performance of the women's volleyball program. In keeping with the appropriate level of fiscal responsibility, the salary of \$90,000 will represent only the 6th highest base salary in the Big Sky, but will reward performance at a robust level to elevate him to the top 3 highest paid in high performing years. The minimum achievement for supplemental compensation is \$4,000; the most likely average level based on historical performance is \$14,500; and the maximum achievable supplementary compensation is \$31,500

ATTACHMENTS

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

STAFF COMMENTS AND RECOMMENDATIONS

The proposed new four-year and ten-months contract for ISU Head Women's Volleyball Coach Sean Carter is in substantial conformance with the Board's model contract, and the base salary is subject to state-mandated merit increases. The terms

are based on Coach Carter's performance and the leadership of the ISU Women's Volleyball Program.

Board staff recommends approval of the new multi-year employment contract for Coach Sean Carter. The contract offers a competitive salary in the Big Sky Conference as well as clear performance-based incentives, ensuring that compensation is aligned with performance.

BOARD ACTION

I move to approve the request by Idaho State University to enter into a four (4) year and ten (10) months employment agreement with Sean Carter, Head Women's Volleyball Coach, commencing on February 20th, 2025 and terminating on December 28, 2029, at a base salary of \$90,000 and supplemental compensation provisions, as submitted.

Moved by _____ Seconded by _____ Carried Yes No _____



**ATHLETICS MULTI-YEAR CONTRACT
SEAN CARTER, HEAD COACH - WOMEN'S VOLLEYBALL**

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY (University), and SEAN CARTER (Coach).

ARTICLE 1

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

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

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of four (4) years and 10 months commencing on February 21, 2025 and terminating, without further notice to Coach, on December 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. 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 \$ 91,000.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

3.2 Supplemental Compensation: The potential supplemental compensation described herein shall be available to Coach only in years when the following conditions are met: (1) the team remains above the Multi-Year APR of 950 and (2) the Team operates within the assigned fiscal year budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

3.2.1. Each year the Team is the Big Sky Conference Regular Season Champion, and if Coach continues to be employed as University's Head Women's Volleyball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$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 Team wins the Big Sky Conference Tournament, and if Coach continues to be employed as University's Head Women's Volleyball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year Coach is the Big Sky Conference Coach of the Year, and if Coach continues to be employed as University's Head Women's Volleyball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$2,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4. Each year Coach participates fully in media programs, fundraising, stewardship activities on behalf of the department or volleyball program, and public appearances, and assigned community service opportunities, the University shall pay to Coach supplemental compensation in an amount equal to \$4,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5. Each year the Team achieves a Team GPA of 3.5 or greater, and if Coach continues to be employed as University's Head Women's Volleyball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$3,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6. Each year, if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 21st, the University shall pay to Coach supplemental compensation up to a maximum of \$8,000 for the total number of wins, according to the schedule set forth in the table below. These bonus amounts are non-cumulative. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

16 wins:	\$2,500.00
20 wins:	\$5,000.00
22 wins:	\$6,000.00
24 wins:	\$7,000.00
26 wins:	\$8,000.00

3.2.7. Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$4,000 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate; grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students;

and the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above.

<u>Women's Volleyball Single Year APR Score:</u>	<u>Incentive Pay Up To:</u>
970-979	\$ 1,000
980-989	\$ 2,000
990-999	\$ 3,000
1000	\$ 4,000

3.2.8 (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth volleyball 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 execute the marketing, supervision, and general administration of the University's volleyball camps, according to University Policy. 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 volleyball camps, the University shall pay Coach and Coach's designees according to the net proceeds generated by camps as supplemental compensation during each year of employment as head volleyball coach at the University. This amount shall be paid from camp accounts and a detailed accounting of all revenue and expenses provided to the Director.

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

3.4 General Conditions of Compensation. All compensation provided by the University to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is

based in whole or in part upon the compensation provided by the University to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

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

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

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

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

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

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

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

- a) Attendance of Coach and Assistant Coaches at all rules education

programs;

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

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

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

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

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

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

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

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

ARTICLE 5

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

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

- a) A deliberate or major violation of Coach's duties under this Agreement or the refusal or unwillingness of Coach to perform such duties in good faith and to the best of Coach's abilities;
- b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;
- c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA member institution;
- d) Ten (10) working days' absence of Coach from duty without the Director's consent;
- e) Any conduct of Coach that the University determines brings Coach into general public disrepute, contempt, scandal, or ridicule or that would, in the University's judgment, reflect adversely on the University or its athletic programs, including a violation by Coach of any law, except minor traffic offenses;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.
- k) A failure of Coach to maintain a high level of professionalism, including a failure to exercise the proper level of conduct and decorum expected of a highly-visible university employee, which is at all times expected to create

a safe and professional environment for student-athletes, subordinates, co-workers, and others who provide support and service to the staff and student athletes at Idaho State University.

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

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

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

5.2 Termination of Coach for Convenience of University

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

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

compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

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

5.3 Termination by Coach for Convenience

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience prior to July 1, 2028, Coach shall pay to the University, as liquidated damages and not a penalty, the sum of \$50,000. If Coach terminates this Agreement for convenience after July 1, 2028, and prior to the end of the Fall 2029 season, Coach shall pay to the University, as liquidated damages and not a penalty, the sum of \$25,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

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

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

5.4 Termination due to Disability or Death of Coach

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

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

Coach: Sean Carter
Current address on file with the Office of Human Resources

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

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

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

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

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

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

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

University

Coach

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

Signature: _____
Printed Name: Sean Carter
Head Coach, Women's Volleyball

Date: _____

Date: _____

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

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



ATHLETICS MULTI-YEAR CONTRACT

~~[COACH NAME]~~ SEAN CARTER, HEAD COACH - ~~[SPORT]~~ WOMEN'S VOLLEYBALL

EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~[INSERT TERM OF YEARS 3 OR LESS]~~ four (4) years and 10 months commencing on ~~[INSERT COMMENCEMENT DATE]~~ February 21, 2025 and terminating, without further notice to Coach, on ~~[INSERT TERMINATION DATE]~~ December 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. This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation

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

- a) An annual salary of \$ ~~[INSERT SALARY AMOUNT IN USD]~~ 91,000.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

3.2 Supplemental Compensation: The potential supplemental compensation described herein shall be available to Coach only in years when the following conditions are met: (1) ~~[INSERT CONDITIONS SUCH AS MINIMUM]~~ the team remains above the Multi-Year APR THRESHOLD] of 950 and (2) the Team operates within the assigned ~~and agreed upon~~ [TEAM/SPORT] fiscal year budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

3.2.1. Each year the Team is the ~~[INSERT TRIGGER EVENT: BIG SKY CHAMP, COACH OF YEAR, ETC]~~ Big Sky Conference Regular Season Champion, and if Coach continues to be employed as University's Head ~~[INSERT TEAM/SPORT]~~ Women's Volleyball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to ~~[INSERT AMOUNT IN WEEKS] of Coach's Annual Salary~~

~~during \$5,000. The University shall determine the fiscal year appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.2. Each year the [TRIGGER EVENT] is achieved Team wins the Big Sky Conference Tournament, and if~~

~~3.2.1. Coach continues to be employed as University's Head Women's Volleyball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

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

~~3.2.3. Each year Coach is the Big Sky Conference Coach of the Year, and if Coach continues to be employed as University's Head Women's Volleyball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$2,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.4. Each year Coach participates fully in media programs, fundraising, stewardship activities on behalf of the department or volleyball program, and public appearances, and assigned community service opportunities, the University shall pay to Coach supplemental compensation in an amount equal to \$4,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.5. Each year the Team achieves a Team GPA of 3.5 or greater, and if Coach continues to be employed as University's Head Women's Volleyball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$3,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.6. Each year, if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 21st, the University shall pay to Coach supplemental compensation up to a maximum of \$8,000 for the total number of wins, according to the schedule set forth in the table below. These bonus amounts are non-cumulative. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

16 wins:	\$2,500.00
20 wins:	\$5,000.00
22 wins:	\$6,000.00
24 wins:	\$7,000.00
26 wins:	\$8,000.00

3.2.7. Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~[\$[INSERT USD AMOUNT]]\$4,000~~ based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate; grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; and the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above.

[TEAM/SPORT]Women’s Volleyball Single Year APR Score: _____	
_____ Incentive Pay Up To:	
970-979	\$ [USD AMOUNT]1,000
980-989	\$ [USD AMOUNT]2,000
990-999	\$ [USD AMOUNT]3,000
1000	\$ [USD AMOUNT]

~~3.2.4,000~~

3.2.8 (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth ~~[TEAM/SPORT]volleyball~~ 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~~execute the marketing, supervision, and general administration of the University’s ~~[TEAM/SPORT]—Camps~~volleyball camps, according to University Policy. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach’s participation in the University’s ~~[TEAM/SPORT]volleyball~~ camps, the University shall pay Coach and Coach’s designees according to the net proceeds generated by camps as supplemental compensation during each year of employment as head ~~[TEAM/SPORT]volleyball~~ coach at the University. This amount shall be paid from camp accounts and a detailed accounting of all revenue and expenses provided to the Director.

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

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

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

ARTICLE 4

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

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

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

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

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

procedures; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the conference of which the University is a member.

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

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

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

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

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the President for all athletically related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits to the President's Office whenever reasonably requested, but in no event less than annually before the

close of business on June 30th of each year or the last regular University work day preceding June 30th. The report shall be in a format reasonably satisfactory to the University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.

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

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

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

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

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

ARTICLE 5

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

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

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

assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.

- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement.

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

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

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

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

5.2 Termination of Coach for Convenience of University

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

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

adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

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

5.3 Termination by Coach for Convenience

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience prior to July 1, 2028, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: [INSERT SUM]-sum of \$50,000. If Coach terminates this Agreement for convenience after July 1, 2028, and prior to the end of the Fall 2029 season, Coach shall pay to the University, as liquidated damages and not a penalty, the sum of \$25,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

5.3.4 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will

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

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

5.4 Termination due to Disability or Death of Coach

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

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

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

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

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

5.7 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and

opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in Board policy, IDAPA 08.01.01 et seq., and the University Policies and Procedures.

ARTICLE 6

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

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

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

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

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

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

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

6.8 Force Majeure. Any prevention, delay, or stoppage due to causes beyond a party's reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, whether foreseeable or not, including but not limited to: government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or

other dangers to public health; strikes, lockouts, labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefor; governmental restrictions, governmental regulations, or governmental controls; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so.

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

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

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

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

Coach: [INSERT COACH NAME AND CONTACT INFO]Sean Carter
Current address on file with the Office of Human Resources

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

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

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

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

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

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

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

University

Coach

Signature:_____

Signature:_____

Printed Name: ~~[PRESIDENT NAME]~~Dr. Robert
W. Wagner

Printed Name: ~~[COACH NAME]~~Sean Carter

Idaho State University President

Head Coach, Women's Volleyball
~~[SPORT/TEAM]~~

Date:_____

Date:_____

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

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



Idaho State
University



Idaho State
University

ATHLETICS MULTI-YEAR CONTRACT
SEAN ~~JAMES~~ CARTER, HEAD COACH - WOMEN'S VOLLEYBALL

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY (University), and SEAN CARTER (Coach).

ARTICLE 1

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

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

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~three (3) four (4)~~ years and ~~eight (8) 10~~ months, commencing on ~~October 20, 2022~~ February 21, 2025 and terminating, without further notice to Coach, on ~~January 20, 2026~~ December 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. 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 \$~~78~~ 91,000.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

3.2 Supplemental Compensation: The potential supplemental compensation

described herein shall be available to Coach only in years when the following conditions are met: (1) the team remains above the Multi-Year APR of 950 and (2) the Team operates within the assigned and agreed upon Women's Volleyball team fiscal year budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

~~3.2.1~~ Each year the Team is the ~~conference champion or co-champion, Big Sky Conference Regular Season Champion,~~ and if Coach continues to be employed as University's Head Women's Volleyball Coach as of the ensuing ~~January 21st~~ July 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000.00 ~~during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.1. 3.2.2~~ Each year the Team is the ~~post-season conference tournament champion or co-champion,~~ and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 21st, the University shall pay Coach supplemental compensation in an amount equal to \$4,000.00 ~~during the year in which the championship is achieved.~~ The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.2.~~ Each year the Team wins the Big Sky Conference Tournament, and if Coach continues to be employed as University's Head Women's Volleyball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.3.~~ Each year Coach is the Big Sky Conference Coach of the Year, and if Coach continues to be employed as University's Head Women's Volleyball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$2,500. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.4.~~ Each year Coach participates fully in media programs, fundraising, stewardship activities on behalf of the department or volleyball program, and public appearances, and assigned community service opportunities, the University shall pay to Coach supplemental compensation in an amount equal to \$4,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.5.~~ Each year the Team achieves a Team GPA of 3.5 or greater, and if Coach continues to be employed as University's Head Women's Volleyball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$3,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6. Each year, if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 21st, the University shall pay to Coach supplemental compensation up to a maximum of \$8,000 for the total number of ~~regular season victories in~~ wins, according to the amounts schedule set forth in the table below. These bonus amounts are non-cumulative. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

_____ 16 wins:	<u>\$2,500.00</u>
20 wins:	<u>\$25,000.00</u>
22 wins:	<u>\$2,500,000.00</u>
24 wins:	<u>\$37,000.00</u>
26 wins:	<u>\$48,000.00</u>

3.2.47. Each year, Coach shall be eligible to receive supplemental compensation in an amount up to ~~\$34,000.00~~ based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the ~~Chief Executive Officer~~ President in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate ~~set by the Board*, team;~~ grade point averages ~~**;~~ difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; and the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above ~~and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.~~

~~_____~~ *Women's Volleyball Single Year Team APR ~~_____~~ Maximum
Score: Incentive Pay Up To:

_____ 970-979	<u>\$ 700.00</u>	<u>\$ 1,000</u>
_____ 980-989	<u>\$ 800.00</u>	<u>\$ 2,000</u>
_____ 990-999	<u>\$ 900.00</u>	<u>\$ 3,000</u>
_____ 1000	<u>\$1,500.00</u>	

~~_____~~ **Team GPA of 3.5 or higher ~~_____~~ \$1,500.00

~~3.2.5 Each year Coach is named as the Conference Coach of the Year, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 21st, the University shall pay to Coach supplemental compensation in an amount equal to \$ _____ \$ 4,000.00 during the fiscal year in which the Coach is named. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

3.2.58 (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth volleyball 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 execute~~ the marketing, supervision, and general administration of the University's volleyball ~~Campscamps, according to University Policy~~. 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 volleyball camps, the University shall pay Coach and Coach's designees according to the net proceeds generated by camps as supplemental compensation during each year of employment as head volleyball coach at the University. This amount shall be paid from camp accounts and a detailed accounting of all revenue and expenses provided to the Director.

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

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

ARTICLE 4

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

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

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

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

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

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

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

- a)** Attendance of Coach and Assistant Coaches at all rules education programs;
- b)** Prompt and accurate submission of compliance forms, certification forms, CARA forms, and all compliance related information prior to the arrival of a student athlete on the ISU Campus;
- c)** Thorough, honest, and forthcoming completion of compliance forms;

- d) The prompt and complete disclosure of circumstances or facts that may impact the eligibility of a Prospective Student Athlete or which may lead to the need to request an NCAA Eligibility Waiver. The need for NCAA Eligibility Waivers based upon information which was known and not disclosed, or which should have been known, is conduct seriously prejudicial to the University and may constitute adequate cause for discipline up to and including dismissal or termination; and
- e) The routine requesting of rules interpretations.

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

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

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

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

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

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

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

ARTICLE 5

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

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

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

occurred during the employment of Coach at another NCAA member institution;

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

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

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

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

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

5.2 Termination of Coach for Convenience of University

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

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

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment

with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach because of such termination by University. The liquidated damages are not, and shall not be construed to be a penalty.

5.3 Termination by Coach for Convenience

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. ~~If Coach terminates this Agreement for convenience, Coach shall pay \$20,000 in liquidated damages to the University.~~ If Coach terminates this Agreement for convenience prior to July 1, 2028, Coach shall pay to the University, as liquidated damages and not a penalty, the sum of \$50,000. If Coach terminates this Agreement for convenience after July 1, 2028, and prior to the end of the Fall 2029 season, Coach shall pay to the University, as liquidated damages and not a penalty, the sum of \$25,000. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

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

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

5.4 Termination due to Disability or Death of Coach

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

6.45 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.

6.56 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.

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

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

6.89 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.

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

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

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

Coach: Sean Carter
~~Idaho State University Athletics~~
~~MS 8173~~
~~Pocatello, ID 83209~~
Current address on file with the Office of Human Resources

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

6.1011 Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

6.1112 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.

6.1213 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.

6.1314 No Third Party Beneficiaries. There are no intended or unintended third party beneficiaries to this Agreement.

6.1415 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.

6.1516 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

University

Coach

Signature: _____

Signature: _____

Printed Name: ~~Kevin Satterlee~~ Dr. Robert W. Wagner

Printed Name: -Sean Carter

Idaho State University President

Head Coach
_ Women's Volleyball

Date: _____

Date: _____

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

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

IDAHO STATE UNIVERSITY
Women's Volleyball APR History

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2019-20	2020-21	2021-22	2022-23	2023-24	REPORT YEAR
Women's Volleyball	1000	978	979	1000	1000	Raw Score for single year
Percentile Rank within Sport	Not Calculated	20-30	20-30	90-100	90-100	

MULTI-YEAR APR (4-Year Rolling Average)

Women's Volleyball	988	983	989	989	TBD
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**CONSENT
FEBRUARY 19-20, 2025**

ATTACHMENT 5

Big Sky Conference Women's Volleyball Head Coach Salary and Incentives Chart
Supporting Information for ISU Head Women's Volleyball Coach (Sean Carter) Contract

INSTITUTION	BASE SALARY	INCENTIVES
Idaho State	\$ 91,000.00	Regular Season Championship \$5,000 BSC Tournament Championship \$5,000 Media / Fundraising Bonus \$4,000 16-26 Wins = \$2,500 - \$8,000 GPA > 3.5 = \$3,000 APR > 970 = \$1,000 - \$4,000 BSC Coach of the Year \$2,500
Eastern Washington	\$ 89,382.00	\$1,500 for top 3 finish or 20 wins \$2,500 for BSC Regular Season Championship \$2,500 for BSC Tournament Championship \$1,500 for making the BSC Tournament Championship Match \$2,000 for each win in the NCAA Tournament \$5,000 for making the NCAA Semi Final Round \$2,500 for BSC Coach of the Year Honor \$5,000 for National Coach of the Year Honor \$1,500 for Team GPA of 3.0+ AND Multi-year APR of 940+ May be paid \$50K for camps, as a maximum, only if camps net at least \$50K
Idaho	\$ 90,002.00	\$7,500 Media Bonus \$3,640 Car Stipend \$1,500 for APR 985+ \$2,000 BSC Coach of the Year 1/13 of salary for BSC Regular Season Championship
Montana State	\$ 74,286.00	\$5,000 Media Bonus \$3,500 Team GPA of 3.3 + \$3,000 APR of 985 + \$1,500 Department APR of 985 + \$1,500 BSC Coach of the Year \$1,500 National Coach of the Year \$1,500 Regional Coach of the Year \$2,500 BSC Regular Season Championship \$5,000 BSC Tournament Championship \$2,500 At Large Bid to NCAA Tournament
Montana	\$ 68,065.00	Car Stipend of \$4,800
Portland State	\$ 102,395.00	\$2,500 for advancing to the NCAA Tournament \$2,500 for advancing to another postseason tournament \$2,500 for APR 940+
Weber State	\$ 118,305.00	\$2,000 for BSC Regular Season Championship \$2,000 for BSC Tournament Championship \$1,000 for BSC Coach of the Year \$1,000 for 950+ APR \$20,000 Annual retention bonus
Northern Colorado	\$ 139,050.00	\$5,000 for increase of 10% in annual attendance \$5,000 for increase of 15% in annual attendance \$5,000 for APR of 960+ \$2,500 for Team GPA of 3.2+ \$5,000 for BSC Season Championship \$5,000 for BSC Tournament Championship \$5,000 for BSC Coach of the Year \$2,500 for NCAA Tournament Win #1 \$2,500 for NCAA Tournament Win #2
Northern Arizona	\$ 94,050.00	\$10,000 Media Bonus \$2,000 - \$4,000 for APR 954-1000 \$1,000 - \$4,000 for Team GPA 3.2-3.5+ \$12,500 for winning percentage of .660+ \$2,500 for BSC Season Championship \$2,500 for BSC Tournament Championship \$5,000 for NCAA Tournament Appearance \$5,000 for each NCAA Tournament Win \$2,500 for BSC Coach of the Year Honor \$7,500 retention bonus annually in years exceeding .668 win % \$15,000 retention bonus annually in year exceeding .722 win %
Sacramento State	\$ 112,356.00	Retention Bonus of 7% of base annually \$2,500 for Multi Year APR 950+ \$2,500 for Team GPA of 3.2+ \$2,500 for BSC Coach of the Year Honor \$2,500 for BSC Season Championship \$5,000 for BSC Tournament Championship \$5,000 for undefeated BSC Season \$5,000 for at large NCAA selection \$5,000 / \$10,000 / \$17,500 / \$27,500 / \$37,500 / \$47,500 for 1-6 rounds of NCAA Tournament wins non-cumulative \$2,000 / \$2,000 / \$4,000 / \$6,000 / \$8,000 for wins 1-4 of NIVC wins non-cumulative

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ATTACHMENT 6

Supporting Information for ISU Head Women's Volleyball Coach (Sean Carter) Contract

INSTITUTION	LENGTH OF CONTRACT	LIQUIDATED DAMAGES CLAUSE?	TYPE OF LIQUIDATED DAMAGES CLAUSE	STRUCTURE OF LIQUIDATED DAMAGES
ISU	4 years	Yes	Flat	\$50,000
EWU	5 Years	No		
UI	3 years	Yes	Sliding Scale	1/2 of salary remaining to be paid over duration of contract
MSU	1 year	No		
UM	1 year	No		
PSU	1 year	No		
WSU	5 years	Yes	Flat	\$20,000
UNC	5 years	Yes	Flat	25% of Salary
NAU	5 years	Yes	Sliding Scale	\$40,000 in year 1 descending each year by \$10K to 0 in year 5
SAC State	2 years	No		

**CONSENT
FEBRUARY 19-20, 2025**

ATTACHMENT 7

Coach Sean Carter Maximum Compensation Calculation: FY 2025-2029

Contract Reference:		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
3.1.1	Annual Salary	\$ 90,000.00	\$ 92,700.00	\$ 95,481.00	\$ 98,345.43	\$ 101,295.79
3.2.1	Bonus: Regular Season Championship	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3.2.2	Bonus: BSC Tournament Championship	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3.2.3	Bonus: Coach of the Year	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
3.2.4	Bonus: Media and Fundraising	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
3.2.5	Bonus: GPA	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
3.2.6	Bonus: Wins	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
3.2.7	Bonus: APR	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
	Total Maximum Annual Compensation Under Proposed Contract:	\$ 121,500.00	\$ 124,200.00	\$ 126,981.00	\$ 129,845.43	\$ 132,795.79

* Assumes a 3% CEC increase annually. May vary.

UNIVERSITY OF IDAHO

SUBJECT

Employment Contract: Head Football Coach Thomas Ford

REFERENCE

N/A

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

University of Idaho seeks Regents approval of the proposed multiyear employment contract for new Head Football Coach, Thomas Ford. Coach Ford and the University have renegotiated the contract's terms. If approved, the proposed contract would run from December 19, 2024, through January 31, 2029.

Coach Ford's proposed contract is substantially similar to the contract for his predecessor, Coach Jason Eck, which the Regent's approved in 2024. Coach Eck terminated his contract for convenience at the end of 2024, which necessitated the university's decision to hire Coach Ford. The main differences between Eck's contract and the proposed contract for Ford are in these sections:

- 2.1 – Start of Term has changed to December 19, 2024. The term runs through January 31, 2029, as did Eck's.
- 3.2.2 – Supplemental compensation, payment from Media partner (Learfield) to Ford is \$175,000 (vs \$200,000 to Eck).
- 3.2.3 – Supplemental compensation, payment for academic achievement is \$5,000 for Ford (vs \$10,000 for Eck)
- 5.2.2 – table showing how much university owes if we invoke convenience clause has been adjusted to reflect term of Ford contract
- 5.3.3 - table showing how much Coach owes if he invokes convenience clause has been adjusted to reflect term of Ford contract

IMPACT

Contract Term: December 19, 2024 – January 31, 2029.

Base salary: \$175,000 per year.

Media payments: \$175,000 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 = \$5,000.
- Team fall and spring cumulative GPA of 2.75 or higher = \$10,000.

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- 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
- 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): \$428,500.

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 that the Regents approved for Coach Ford's predecessor, Coach Eck, and are based on \$175,000 in regular compensation per year. The Eck contract placed the liquidated damages in a table for clarity. The Ford contract retains the table, which has been adjusted to reflect Ford's contract term. The liquidated damages would be paid through the contract term or until Coach Ford obtains comparable employment, as follows:

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December 19, 2024 – 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	Remaining balance owed 3.1.1(a)

ATTACHMENTS

- Attachment 1 – Proposed Employment Agreement – Thomas Ford
- Attachment 2 – Comparison with Model Contract
- Attachment 3 – Four-Year History of Academic Progress Rate & National APR
- Attachment 4 – Big Sky Conference Base Salaries & Incentive Payments

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The proposed multi-year employment contract for University of Idaho (UI) Head Football Coach Thomas Ford is in substantial conformance with the Idaho State Board of Education’s model contract. The renegotiated contract’s terms, including salary, incentives, and liquidated damages, align with the Board’s policies and UI’s financial and programmatic goals.

Board Policy II.F.3.vi states: Automobile Exclusion and Courtesy Vehicles – With the exception of courtesy vehicles provided for use by local car dealerships, no employee will receive an automobile or automobile allowance as part of his or her compensation unless expressly authorized by the Board.

Board staff recommends approval of the proposed multi-year employment contract for UI Head Football Coach Thomas Ford, as it ensures a competitive compensation package, establishes clear performance goals, and is consistent with industry standards for head football coach contracts in the Big Sky Conference. The renegotiated terms reflect a reasonable balance of financial responsibility and incentives to support the long-term success of the UI’s Football Program.

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 Thomas Ford (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 (4) Four years, commencing on December 19, 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 \$175,000 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 \$5,000. 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.

December 19, 2024 – 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	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.

December 19, 2024 – 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	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:	Thomas Ford 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: Thomas Ford
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 _____ Thomas Ford (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 Four (4) years, commencing on _____ December 19, 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 \$175,000 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 \$5,000. 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 year~~ the 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 be~~ such camps have been paid ~~(terms of payment).~~

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

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth 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 ~~his~~ 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~~wellbeing;

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

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University ~~(College)~~, 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>December 19, 2024 – 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>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>December 19, 2024 – 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>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: _____ Thomas Ford
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
Date: _____:

Signature: _____
Printed Name: _____:
Thomas Ford
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.]~~

**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	\$ 248,500	\$ 423,500
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.

**IDAHO DEPARTMENT OF EDUCATION
FEBRUARY 19-20, 2025**

IDAHO DEPARTMENT OF EDUCATION

SUBJECT

Emergency Provisional Certificate Recommendations

REFERENCE

April 2019	Board approved SDE recommendations for processing emergency provisional certificates.
August 2019	Board approved SDE revised procedures regarding emergency provisional certificates
August 2021	Board approved SDE revised emergency provisional certificate process
October 2022	Board approved 76 provisional certificates for the 2022-2023 school year.
December 2022	Board approved 87 provisional certificates for the 2022-2023 school year.
February 2023	Board approved 31 provisional certificates for the 2022-2023 school year.
April 2023	Board approved 14 provisional certificates for the 2022-2023 school year.
June 2023	Board approved four (4) certificates for the 2022-2023 school year.
October 2023	Board approved 16 provisional certificates for the 2023-2024 school year. Board approved procedures for processing emergency provisional certificates.
December 2023	Board approved 117 provisional certificates for the 2023-2024 school year.
February 2024	Board approved 26 provisional certificates for the 2023-2024 school year.
April 2024	Board approved 10 provisional certificates for the 2023-2024 school year.
June 2024	Board approved three (3) provisional certificates for the 2023-2024 school year.
August 2024	No applications were received.
October 2024	Board approved 11 provisional certificates for the 2024-2025 school year.
December 2024	Board approved 28 provisional certificates for the 2024-2025 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1201 and 33-1203

BACKGROUND

Section 33-1201, Idaho Code, requires that every person who is employed to serve in any elementary or secondary school in as a teacher, supervisor, administrator, education specialist, school nurse or school librarian to hold a certificate issued

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under authority of the state board of education, valid for the service being rendered. Section 33-1203, Idaho Code allows the State Board of Education to authorize a provisional certificate for teachers when the candidate has at least two years of college training and an emergency has been declared. This section of code does not authorize issuance of emergency provisional certificates for pupil service staff or administrators.

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

DISCUSSION

The Department of Education received 12 complete Emergency Provisional Certificate applications for Instructional certificate(s)/endorsement(s) by December 31, 2024.

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

The Idaho Department of Education is requesting authorization to issue provisional certificates as presented below.

Council School District #013

1. **Applicant Name:** Tyler Power
Certificate: Provisional
Endorsement(s): Social Studies (6-12); History (6-12)
College Training: AA
Declared Emergency Date: 8/6/2024
Hire/Assignment Date: 9/1/2024
Summary of Recruitment Efforts: The school placed ads on ISBA Jobs, district website, and The Record-Reporter newspaper. No certified applicants applied; only three non-certified applicants were interviewed.

2. **Applicant Name:** Robyn Warner
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 120 credits
Declared Emergency Date: 8/13/2024
Hire/Assignment Date: 9/6/2024
Summary of Recruitment Efforts: Second provisional application. The school placed ads on ISBA Jobs, district website, and The Record-Reporter newspaper. No applicants applied.

Idaho Falls School District #091

3. **Applicant Name:** Melissa Collins
Certificate: Provisional
Endorsement(s): English as a Second Language (K-12); World Language - Spanish (K-12)
College Training: BA
Declared Emergency Date: 10/9/2024
Hire/Assignment Date: 9/13/2024
Summary of Recruitment Efforts: The school assigned a staff member to cover ESL as well as Spanish with insufficient requests to/need to fill for both positions. The staff member requested and was granted a year of absence. The school worked quickly to fill the position, but the hired individual soon resigned. The school began the search to fill the position and found eight candidates. They interviewed two candidates. Ms. Collins holds a BA in English and a minor in Spanish.

4. **Applicant Name:** Meagan Denson
Certificate: Provisional
Endorsement(s): English (6-12)
College Training: 61 credits
Declared Emergency Date: 10/9/2024
Hire/Assignment Date: 8/22/2024
Summary of Recruitment Efforts: Second provisional application. Ms. Denson enrolled into ABCTE, but did not meet the required content qualifier to be eligible for Alternative Authorization. She has attempted the ABCTE assessments and has not passed.

5. **Applicant Name:** Melissa Diaz
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 93 credits
Declared Emergency Date: 11/13/2024
Hire/Assignment Date: 4/20/2022
Summary of Recruitment Efforts: Third provisional application. Ms. Diaz will be eligible to student teach in the next school year. She is currently enrolled in a certification program. The school is praising her success as an emergency hire and the rapport she has built with her students.

Cassia County School District #151

6. **Applicant Name:** Karen Thomander
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 89 credits
Declared Emergency Date: 12/17/2024
Hire/Assignment Date: 8/1/2023
Summary of Recruitment Efforts: Second provisional application. Ms. Thomander is currently enrolled in a certification program but has not engaged in

student teaching during the 24-25 school year, which is needed to be eligible for an Alternative Authorization. Ms. Thomander was employed in the previous school year, and very few applicants showed interest in a part-time position.

Jerome Joint School District #261

7. **Applicant Name:** Adam Butler
Endorsement(s): English (6-12)
College Training: AA (currently enrolled in certification program)
Declared Emergency Date: 11/19/2024
Hire/Assignment Date: 8/12/2023
Summary of Recruitment Efforts: Second provisional application. Mr. Butler had difficulty enrolling in a certification program but he is currently enrolled at ISU, slated to student teach in Fall of 2025. The school advertised for two positions. Administrators say Adam is has potential and they will and support him while he continues in his certification program.

8. **Applicant Name:** Rebekah Rodriguez
Certificate: Provisional
Endorsement(s): English (6-12)
College Training: 97 credits
Declared Emergency Date: 11/19/2024
Hire/Assignment Date: 8/12/2024
Summary of Recruitment Efforts: This position was opened in April of 2024 and only received two applicants, neither holding certificates. Both applicants declined offers for the position. The school applied for a Content Specialist however, Ms. Rodriguez is currently enrolled in a SpEd program and the school has hired her to teach English.

Lakeland Joint School District #272

9. **Applicant Name:** Michael Keepe
Certificate: Provisional
Endorsement(s): Music (K-12)
College Training: Doctorate
Declared Emergency Date: 12/9/2024
Hire/Assignment Date: 12/9/2024
Summary of Recruitment Efforts: The school hired the candidate late in the year after letting the previous teacher out of their contract in October. Mr. Keepe held a certificate in Arizona, but too much has passed to reinstate. He was recommended after the position was advertised. At the end of the school year and and if administrators and Mr. Keepe mutually agree, Mr. Keepe will consider enrolling in a new program to gain certification in Idaho, as he can longer reinstate in Arizona.

The Academy Public Charter School #460

10. **Applicant Name:** Chelsea Romney
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: BA

Declared Emergency Date: 11/24/2024

Hire/Assignment Date: 8/2024

Summary of Recruitment Efforts: The school advertised on SchoolSpring and the school's website. Ms. Romney was the only applicant. She is currently enrolled with ABCTE, but did not meet the qualifier to be approved for the Alternative Authorization.

Idaho Science and Technology Charter #468

11. **Applicant Name:** Malorie Anthony

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 57 credits

Declared Emergency Date: 9/19/2024

Hire/Assignment Date: 8/2024

Summary of Recruitment Efforts: Beginning in March 2024, the school advertised teaching openings on Indeed, the school website, Facebook, ISU and BYU-I. Administrators reached out to retired teachers and hired one first grade teacher. There were six openings at the school and while 10 people applied, only three accepted invitations to interview. Ms. Anthony, the preferred candidate, is pursuing a teaching degree.

Alturas Preparatory Academy #560

12. **Applicant Name:** Malorie Anthony **NOTE** that this is the same name as above

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 90 credits

Declared Emergency Date: 11/19/2024

Hire/Assignment Date: 12/2/2024

Summary of Recruitment Efforts: The position was posted on the school's website for three weeks. Only one application was received, but the candidate is currently out of the country and is not available this school year.

IMPACT

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

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

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff verified that each candidate has completed at least two years of college training and that the school district declared a hiring emergency. All candidates have been hired by a local education agency as teachers for the 2024-2025 school year. Candidates that have already completed a Baccalaureate degree or higher are not eligible to apply through

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another pathway.

Staff recommends that the Board authorize the Idaho Department of Education to issue one-year provisional certificates for candidates 1-12 as presented above.

BOARD ACTION

I move to authorize the Idaho Department of Education to issue emergency provisional standard instructional certificates for candidates 1-12 as presented above, effective for the 2024-2025 school year only, and pending a cleared background check.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
FEBRUARY 19-20, 2025

IDAHO DEPARTMENT OF EDUCATION

SUBJECT

Appointment to the Professional Standards Commission

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1252, Idaho Code

BACKGROUND/DISCUSSION

Section 33-1252, Idaho Code, sets forth criteria for membership on the Professional Standards Commission (PSC). The Commission consists of eighteen (18) members including one (1) from the Department of Education (Department) and one (1) from the Division of Career Technical Education. The remaining members shall be representative of the teaching profession of the state of Idaho, and not less than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) in pupil personnel services.

Deputy Superintendent Ryan Cantrell, the Department's PSC representative, resigned from the Department in October 2024, resulting in a PSC vacancy. Wendy Moore, the Department's Deputy Superintendent – Northern Idaho, has been selected to fill the Department's PSC position vacated by Ryan Cantrell. Moore's term of service is effective December 6, 2024, through June 30, 2027.

IMPACT

The PSC makes recommendations to the State Board of Education and renders decisions that provide Idaho with competent, qualified, ethical educators dedicated to rigorous standards, student achievement, and improved professional practice.

ATTACHMENTS

Attachment 1 – Current Professional Standards Commission Members

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of the proposed appointment of Wendy Moore to the Professional Standards Commission as presented.

BOARD ACTION

I move to appoint Wendy Moore, Idaho Department of Education's Deputy Superintendent of Northern Idaho, to the Professional Standards Commission for a three-year term, replacing Deputy Superintendent Ryan Cantrell, beginning December 6, 2024, and ending June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

2024-2025 Member Roster

Angela Gillman, Chair

Classroom Teacher
Idaho Falls School District #091
Term 7/1/24 – 6/30/27

Vanessa Anthony-Stevens, Public Teacher
Education
University of Idaho
Term 7/1/22 – 6/30/25

Stephanie Brodwater, Classroom Teacher
Post Falls School District #273
Term (Partial) 10/19/22 – 6/30/25

Kristi Enger, Educator Certification Director
Idaho Career Technical Education
Term 7/1/24 – 6/30/27

Erika Estes, Classroom Teacher
Weiser School District #431
Term 7/1/21 – 6/30/24

Melissa Green, Private Teacher Education
Brigham Young University
Term 7/1/24- 6/30/27

Lance Harrison, School Superintendent
Preston Joint District #201
Term 7/1/23 – 6/30/26

Stacey Jensen, Classroom Teacher
Pocatello School District #025
Term 7/1/22 – 6/30/25

Katie Mathias, Public Teacher Education
Boise State University
Term 7/1/23 – 6/30/26

Ramona Lee, Vice Chair

Special Education Administrator
West Ada School District #002
Term 7/1/23 – 6/30/26

Amy McBride, Secondary Principal
Twin Falls School District #411
Term 7/1/22 – 6/30/25

Wendy Moore, Deputy Superintendent
Department of Education
Term 12/6/24– 6/30/27

Jamee Nixon, College of Letters and Sciences
Northwest Nazarene University
Term 7/1/22 – 6/30/25

Marci Nuxoll, Exceptional Child Teacher
Mountain View School District
Term (Partial) 8/23/23 – 6/30/25

Karen Pyron, School Board Member
Butte County School District #111
Term 7/1/24 – 6/30/27

MeLissa Rose, Pupil Service Staff
Lakeland School District #272
Term 7/1/22 – 6/30/25

Jonelle Warnock, Classroom Teacher
Boise School District #001
Term 7/1/23 – 6/30/26

Alejandro Zamora, Elementary Principal
Wilder School District #133
Term 7/1/24 – 6/30/27

CONSENT
FEBRUARY 19-20, 2025

BOISE STATE UNIVERSITY

SUBJECT

Online Bachelor of Arts in Social Work - Online Program Fee

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University proposes to offer their Online Bachelor of Arts in Social Work (BSW) program utilizing the Online Program Fee model. This degree program will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs.

Boise State University sent a Notification Letter on December 12, 2024, to notify the Office of the Idaho State Board of Education (as per Board Policy Section III.G.3.c.) of their intent to offer a fully online version of their existing Bachelor of Arts in Social Work program, which is housed in the College of Health Sciences within the School of Social Work. The fully online BSW program will be effective starting in fall 2025.

The online BSW program will offer flexibility, allowing students to pursue their education while managing life's demands. It provides a more accessible option for aspiring social service and health care professionals, and community leaders seeking to obtain a BSW degree.

The online BSW degree promotes rigorous learning, fostering an understanding of global human conditions. With a curriculum designed to address local, regional, and national social work education and workforce needs, the program prepares graduates to excel in a variety of settings. Through engaging online experiences, students develop the skills and knowledge necessary for diverse career paths, including roles in social services, healthcare, criminal justice, substance abuse treatment, education, and beyond.

IMPACT

Graduates of this program will be able to practice in the field of social work or a related field. The overarching goal of the curriculum is to prepare students for generalist social work practice with individuals, families, households, groups, and communities. The curriculum integrates scholarship and pedagogy with experiential learning in the classroom and the field practicum for a holistic socialization of students to the values, knowledge, and skills of ethical, professional social work practice.

CONSENT
FEBRUARY 19-20, 2025

The online bachelor's in social work is intended to fulfill a critical employment need in Idaho and nationally. Similar to national workforce trends, the state of Idaho is experiencing an increasing demand for social workers due to various social issues, including mental health, substance abuse, and child welfare. The program will contribute to the development of a skilled workforce that can help address these critical social issues across the state, as well as help increase access to higher education and increase community capacity, especially in rural Idaho communities.

The program's overall size will be scaled to demand, with new instructional costs at the 31-student threshold for most courses. The practicums, seminars and the capstone course are capped at 18 students per section. The program projects to have 175 students enrolled in the online BSW by FY29 with 50 annual graduates, and approximately \$1.97 million in revenues to support the program.

The program will utilize existing personnel and courses from the School of Social Work. All online courses are being developed by these faculty to ensure consistency with best practices for course delivery standards. Additional course sections will be needed as the program scales in size. Expected new faculty and personnel for instruction and support ranges from 3 FTE in FY26 to 10 FTE in FY29. These include: two Field/Practicum Coordinator positions and a Clinical Faculty member. Professor Stefanie Gilbert will teach classes and serve as the program coordinator for the online BSW program. Nicole Lang will expand her current role to help coordinate the practicum placements for this program. The costs associated with these new personnel are listed in the budget.

Approximately 0.50 FTE Program Coordinator salary and fringe will be funded for two years (FY26-FY27) by the Boise State Online Innovation Fund. This fund is funded by online fee revenue and acts as seed funding for online academic programs, online course development stipends to faculty, open educational resource grants and eventually innovation grants. The School of Social Work will provide a one-time investment of \$100,000 in FY26. The total institutional funds committed to the program are \$220,666 (FY26) and \$74,677 (FY27). When startup funding is exhausted, it is anticipated that online program student fee revenue will cover the costs.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.a.x. The price-point of \$445 per credit hour for the proposed online degree is a competitive rate for baccalaureate in Social Work programs, which aligns with comparable social work degrees. For students who need 44 credits to earn the degree, the cost of the program would be \$19,580 (44 credits at \$445 per credit) plus a \$50 fee for each practicum course (\$100 total for both courses).

ATTACHMENTS

Attachment 1 – Bachelor of Arts in Social Work Short proposal budget form

CONSENT
FEBRUARY 19-20, 2025

STAFF COMMENTS AND RECOMMENDATIONS

Currently, Board Policy III.G Postsecondary Program Review and Approval does not require Board approval for the addition of online options to existing academic programs. Boise State University has met the policy requirement to notify the Board office of their intent to offer an online option of the BSW program. The request before the Board is to solely approve the online program fee for this existing online offering.

Boise State's request to assess an online program fee of \$445 per credit aligns with criteria as defined in Board Policy V.R. to include that the online program fee is in lieu of tuition and all other Board-approved fees.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to charge an online program fee of \$445 per credit for the online Bachelor of Arts in Social Work, in conformance with the program budget submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Attachment 1 – Short proposal budget form

Estimated Fiscal Impact	FY 2026		FY 2027		FY 2028		FY 2029	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Revenue								
1. New Appropriated Funding Rec	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2. Institution Funds	\$0	\$220,666	\$0	\$74,677	\$0	\$0	\$0	\$0
3. Federal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4. New Tuition Revenues from Increased Enrollments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5. Student Fees	\$0	\$133,867	\$0	\$701,368	\$0	\$1,584,846	\$0	\$1,972,568
6. Other (i.e., Gifts)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenue	\$0	\$354,533	\$0	\$776,045	\$0	\$1,584,846	\$0	\$1,972,568

B. Expenditures	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
	1. Personnel		\$357,155		\$421,188		\$700,998	
2. Operating	\$0	\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$5,000
3. Equipment	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0
4. Facilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5. Boise State University Support	\$0	\$66,934	\$0	\$350,684	\$0	\$792,423	\$0	\$986,284
Total Expenditures	\$0	\$444,089	\$0	\$776,872	\$0	\$1,498,421	\$0	\$1,879,455
Net Income (Deficit)	\$0	-\$89,556	\$0	-\$827	\$0	\$86,425	\$0	\$93,113

Notes	
A.2	The School of Social Work will provide a one-time investment of \$100,000 in FY26. The total institutional funds committed to the program is \$220,666 (FY26) and \$74,677 (FY27).
A.5	Student fees calculated as \$445 online program fee per credit times credits generated per fiscal year. We expect to generate 301 SCH (about 10 student FTE) in FY26, 1576 SCH (52.5 student FTE) in FY27, 3561 SCH (147.8 student FTE) in FY29 and 4433 SCH (174.5 student FTE) in FY29.
B.1	Faculty FTE: Calculated using (Credit hour load)/30; Program Coordinator and Fieldwork/Practicum Coordinators have teaching and admin responsibilities. Adjunct FTE: Calculated using (Credit hour load)/24; calculated at \$1,316 cost per credit hour; FY26 6 credits of instruction, FY27 32 credits, FY28 54 credits, and FY29 135 credits. Administration: Program Coordinator (.5 - .7 FTE), Fieldwork/Practicum Coordinators 2 new hires - 1 FY26 and 1 FY28 0.5 FTE admin, Ast. Director of Field Ed (.25-.3 FTE in FY26). Support: Academic Program Coordinator (.5 FTE FY26, 1 FTE FY27-FY29). Benefits calculated at staff fringe rate of \$13,000+(annual wage*20.52%) professional staff and \$13,000+(annual wage*21.64%) classified staff.
B.2	Office supplies and materials
B.3	Computer hardware and software (one-time)

CONSENT
FEBRUARY 19-20, 2025

BOISE STATE UNIVERSITY

SUBJECT

Undergraduate Certificate in Professional Development in Vulnerable Populations
- Self-Support Program Fee

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University proposes to offer an undergraduate certificate in Professional Development in Vulnerable Populations in the Self-Support Academic Program Fees model. The rationale for using the self-support model is because the certificate is embedded into the existing online Registered Nurse to Bachelor of Science (RN BS) degree completion program, which currently uses the self-support model and has successfully utilized this model for over fifteen years.

This proposed certificate will operate under the guidelines of Board Policy V.R. as it pertains to self-support programs. The proposed program will explore trends and issues impacting a variety of vulnerable populations to enable those who complete this certificate to better understand and engage with these populations in their professional work environments. Currently, RN BS degree completion program offers five vulnerable populations special topics: Child Maltreatment, Health Literacy, Healthy Aging, Palliative Care, and Substance Use. These courses have been extremely well received by nursing students, whose course evaluation comments have been overwhelmingly favorable, indicating that the courses provided them the opportunity to increase their knowledge and develop skills that they can use to enrich their nursing practice. Additional vulnerable populations special topics that are being developed include: obstetrics, pediatrics, forensics, veterans, human trafficking, rural health, Americans with disabilities, and psychiatric/mental health, based upon student feedback and recommendation. These vulnerable populations are commonly addressed superficially among interdisciplinary curricula, and this certificate's flexible curricula will provide students the opportunity for an in-depth exploration of specific vulnerable populations of personal interest. Based upon the favorable student feedback and the relevance for all professions, RN BS faculty generated the idea to offer this innovative certificate.

This program will provide students with three flexible options for obtaining this certificate: Option 1 is built into the existing RN BS nursing curricula, and students can choose to earn the certificate upon completion of the required courses. This certificate will provide a value-added benefit (additional credential) for RN BS students, which can also help attract potential new students. Additionally, this certificate is also available and of interest to other healthcare majors (Option 2)

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and non-healthcare majors (Option 3) who wish to explore the topic of vulnerable populations, and use that knowledge to enrich the practice of their profession. The topic of vulnerable populations is highly relevant for students in many professions, and additional exploration of these topics serves to arm students for professional workplace success.

The topical outline for each of the special topics courses will explore the following areas, specific to an identified vulnerable population: professional roles, legal and ethical issues, communication strategies, and the interprofessional team.

IMPACT

Graduates of this program will be able to improve and enhance the impact of their professional work with selected vulnerable populations. This credential will provide specialized knowledge and can serve to promote career advancement.

The program's overall size will be: 1) Inclusive of current RN BS students who are interested in earning the certificate; and 2) Expand to address non-nursing student enrollment in the certificate, as needed. The implementation plan includes offering four vulnerable populations special topics courses each semester (Spring, Summer and Fall), and a topic rotation schedule will be developed to use for student planning. Course enrollment will be limited to 30 students per section. Two credits of vulnerable populations special topics are a requirement in the current RN BS curriculum plan, allowing the program to continue offering these special topic courses as accomplished in the past, with the option to add additional sections, as needed.

The RN BS program has a sufficient number of highly experienced, skilled and engaged online adjunct faculty. No additional instructional costs are anticipated unless there is a need to add additional sections due to high demand by non-nursing students. Current capacity in sections offered is sufficient to accommodate up to 10 additional students. Boise State anticipates new net tuition revenue of \$13,125 - \$26,250 per year depending on the enrollment size of non-nursing students in this certificate program.

The student fee will be in accordance with the Self-Support Academic Program Fees as defined in the Board Policy V.R., 3.b. iv. The price-point of \$375 per credit self-support fee for the proposed online certificate aligns with the majority of Boise State University's undergraduate online programs. For students who need 7 credits to earn the certificate, the tuition cost of the program would be \$2,625 (7 credits at \$375 per credit).

ATTACHMENTS

Attachment 1 – Undergraduate Certificate in Professional Development in Vulnerable Populations Short proposal budget form

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STAFF COMMENTS AND RECOMMENDATIONS

Currently, Board Policy III.G Postsecondary Program Review and Approval does not require Board approval for the establishment of an undergraduate certificate consisting of fewer than 30 credits. Boise State University has met the policy requirement to notify the Board office of their intent to create and offer a new undergraduate certificate in Professional Development in Vulnerable Populations. The request before the Board is to approve the self-support program fee for this existing certificate.

Boise State's request to assess a self-support program fee of \$375 per credit aligns with criteria as defined in Board Policy V.R. to include that the self-support program fee is in lieu of tuition and all other Board-approved fees.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to charge a self-support fee of \$375 per credit for the Undergraduate Certificate in Professional Development in Vulnerable Populations, in conformance with the program budget submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Attachment 1 – Short proposal budget template

Estimated Fiscal Impact	FY 26		FY 27		FY 28		FY 29	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Revenue								
1. New Appropriated Funding Request								
2. Institution Funds								
3. Federal								
4. New Tuition Revenues from Increased Enrollments								
5. Student Fees		\$13,125.00		\$13,125.00		\$26,250.00		\$26,250.00
6. Other (i.e., Gifts)								
Total Revenue	\$0	\$13,125	\$0	\$13,125	\$0	\$26,250	\$0	\$26,250

B. Expenditures	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Personnel						\$5,400		\$5,400
2. Operating								
3. Equipment								
4. Facilities								
Total Expenditures	\$0	\$0	\$0	\$0	\$0	\$5,400	\$0	\$5,400
Net Income (Deficit)	\$0	\$13,125	\$0	\$13,125	\$0	\$20,850	\$0	\$20,850

NOTES

A.Revenue. 5. Student Fees are calculated as 5 additional students taking this certificate at \$375 online program fee per SCH for 7 credits in FY26 and FY 27. For FY 28 and FY 29, new tuition revenue is calculated as 10 additional students taking this certificate at \$375 online program fee per SCH for 7 credits.

B. Expenditures 1. Personnel is calculated as \$1,350 per one section of four different topic areas, i.e. 4*\$1,350 = \$5,400 after additional enrollment reaches 10 or more students. Current capacity in sections offered is sufficient to accommodate up to 10 new students in this certificate program.

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IDAHO INDIAN EDUCATION COMMITTEE

SUBJECT

Idaho Indian Education Committee Appointments

REFERENCE

April 2021	The Board approved the reappointments for Mr. Bob Sobotta Jr, Dr. Rex Force, Ms. Jessica James, Dr. Chris Meyer, and Mr. Jesse LaSarte.
June 2021	The Board approved the reappointment of Ms. Tina Strong.
October 2021	The Board approved the appointment of Dr. Eric Scott.
February 2022	The Board approved the appointment of Dr. Jean McGivney-Burelle, Dr. Kassie Silvas, and Ms. Desi Moses.
April 2022	The Board approved the reappointments for Ms. Effie Hernandez, Dr. Yolanda Bisbee, and Mr. Ladd Edmo.
October 2022	The Board approved the appointments for Mr. Jesse LaSarte, Ms. Jennifer Porter, and Dr. Tim Thornes.
February 2023	The Board approved the appointment of Ms. Gail Ballard.
April 2023	The Board approved the appointment of Dr. David Aiken and Ms. Jessica Matsaw, new at-large members, Dr. Dean Fisher, and reappointments of Ms. Joyce McFarland and Ms. Shirley Allman.
August 2023	The Board approved the appointments of Mr. Gaylen Edmo, Mr. Allen Mayo, and Mr. Alex Harris.
December 2023	The Board approved the appointments of Mr. Justin Marsh, Councilwoman Yvonne Powers, and Ms. Lynn Manning John

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section I.P.

BACKGROUND/DISCUSSION

The Idaho Indian Education Committee serves as an advisory committee to the State Board of Education (Board) and the State Department of Education (Department) on educational issues and how they impact Idaho's American Indian student population. The committee also serves as a link between Idaho's American Indian tribes. Pursuant to Board Policy I.P., the Idaho Indian Education Committee consists of 19 members appointed by the Board. Each member serves a term of

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five years and may be reappointed at the end of each term. Terms run from July 1 of the appointing year to June 30 of the year they expire. Appointments to vacant positions during a previous incumbent's term are filled for the remainder of the open term.

The membership consists of:

- One representative from each of the eight public postsecondary institutions
 - Nominations are submitted from the institution president
- One representative from each of the five tribal chairs or their designee
- One representative from each of the five tribal education departments
- One representative from each of the two Bureau of Indian Education schools
 - Representatives must be a school board member, administrator, or designee
- One representative from the State Board of Education

All members are voting members.

Members serve five-year terms and may be reappointed at the end of each term. Terms run from July 1 of the appointing year to June 30 of the year they expire.

IMPACT

The proposed appointments replace representatives for the College of Western Idaho (CWI), the College of Eastern Idaho (CEI), Boise State University (BSU), Idaho State University (ISU), Forth Hall Business Council, and Fort Hall Bureau of Indian Education on the Committee.

ATTACHMENTS

- Attachment 1 – Idaho Indian Education Committee Membership with terms
- Attachment 2 – Shoshone-Bannock Tribal Executive Committee Resolution Ms. Nancy Eschief Murillo
- Attachment 3 – Idaho State University, Letter of Recommendation for Ms. Effie Hernandez
- Attachment 4 – College of Eastern Idaho, Letter of Recommendation for Ryan Faulkner
- Attachment 5 – Boise State University, Letter of Recommendation for Dr. Lisa Phillips
- Attachment 6 – Shoshone-Bannock Jr/Sr High School, Letter of Recommendation Pam Eschief
- Attachment 7 – College of Western Idaho, Letter of Recommendation for Justin Vance
- Attachment 8 – Idaho Indian Education December 6, 2024, Quarterly Meeting Minutes

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Ms. Nancy Eschief Murillo is a For Hall Business Council Member and will replace Mr. Gaylen Edmo as the Tribal Chairperson Representative on the Committee. If

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approved, the term for Ms. Murillo will be effective December 6, 2024, through June 20, 2026. The Tribal Resolution and letter of nomination is provided in Attachment 2.

Ms. Effie Hernandez, Native American Student Services Coordinator, has been recommended to serve as Idaho State University representative on the Committee. Ms. Hernandez will replace Dr. Jean McGiveny-Burelle until Idaho State University appoints a Director of Tribal Relations. A letter of nomination is provided in Attachment 3.

Mr. Ryan Faulkner, Dean of Online Learning at the College of Eastern Idaho, has been recommended to serve as College of Eastern Idaho representative on the Committee. If approved, Mr. Faulkner would serve through June 30, 2029. A letter of nomination is provided in Attachment 4.

Dr. Lisa Phillips, Vice Provost for Community and Belonging and Tribal Liaison for Boise State University, has been recommended to serve as Boise State University representative on the Committee. If approved, Dr. Phillips would serve through June 30, 2029. A letter of nomination is provided in Attachment 5.

Ms. Pam Eschief, Superintendent Shoshone-Bannock School District #537, has been recommended to serve as Shoshone-Bannock School District #537 representative on the Committee. If approved, Ms. Eschief would serve through June 30, 2029. A letter of nomination is provided in Attachment 6.

Mr. Justin Vance, Dean of the School of Arts and Humanities, has been recommended to serve as the College of Western Idaho (CWI) representative on the Committee. If approved, Mr. Vance would serve through June 30, 2029. A letter of nomination is provided in Attachment 7.

These nominations were shared with the Idaho Indian Education Committee on December 6, 2024, and the committee recommends approval of the appointments as presented.

Board staff recommends approval.

BOARD ACTION

I move to appoint Ms. Nancy Eschief Murillo, of the Fort Hall Business Council to the Idaho Indian Education Committee, replacing Jessica James of the Shoshone - Bannock Tribes, for a term beginning December 6, 2024, and ending June 30, 2029, representing tribal chairs.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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AND

I move to appoint Ms. Effie Hernandez of the Idaho State University to the Idaho Indian Education Committee, replacing Dr. Jean McGivney-Burelle, for a term beginning December 6, 2024, and ending June 30, 2029, representing public postsecondary institutions.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to appoint Mr. Ryan Faulkner of the College of Eastern Idaho to the Idaho Indian Education Committee, replacing Ms. Effie Hernandez, for a term beginning December 6, 2024, and ending June 30, 2029, representing public postsecondary institutions.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to appoint Dr. Lisa Phillips of the Boise State University to the Idaho Indian Education Committee, replacing Dr. Tim Thornes, for a term beginning immediately, and ending June 30, 2029, representing public postsecondary institutions.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to appoint Pam Eschief of the Fort Hall Bureau of Indian Education to the Idaho Indian Education Committee, replacing Allen Mayo, for a term beginning December 6, 2024, and ending June 30, 2029, representing Bureau of Indian Education school.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to appoint Mr. Justin Vance of the College of Western Idaho to the Idaho Indian Education Committee, replacing Jamie Barajas-Zepeda, for a term beginning December 6, 2024, and ending June 30, 2029, representing public postsecondary institutions.

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Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE BOARD OF EDUCATION
Idaho Indian Education Committee**

Tribal Chair or Designee

Dr. Chris Meyer is the Director of Education for the Coeur d'Alene Tribal Education Department and serves as the Tribal Chairperson's designee for the Coeur d'Alene Tribe. Term: July 1, 2021 – June 30, 2026.

Shirley J. Allman is the Nez Perce Tribal Executive committee representative and serves as the Tribal Chairperson's designee. Term: July 1, 2023 – June 30, 2028.

Jennifer Porter is the Tribal Chairperson for the Kootenai Tribe of Idaho and serves as their Tribal Chair representative. Term: October 19, 2022 – June 30, 2027.

Nancy Eschief Murillo is a member of the Fort Hall Business Council and serves as their Tribal Chairperson representative. Term: *Pending Board approval Feb 2025* - June 30, 2029.

Yvonne Powers is a member of the Shoshone-Paiute Tribal Business Council and serves as the Tribal Chairperson's designee. Term: December 13, 2023 – June 30, 2028.

Tribal Education Department Representative

Justin Marsh is the College and Career Specialist for the Coeur d'Alene Tribe and serves as their Tribal Education Department representative. Term: December 13, 2023 – June 30, 2026.

Jessica James is the Tribal Education Program Manager for the Shoshone-Bannock Tribes and serves as their Tribal Education Department representative. Term: July 1, 2021 – June 30, 2026.

VACANT – Tribal Education Department representative for the Nez Perce Tribe. Term: TBD.

Lynn Manning John is the Vice Principal for the Owyhee-Combined School and serves as the Tribal Education Department representative for the Shoshone-Paiute Tribes. Term: December 13, 2023 – June 30, 2028.

VACANT – Tribal Education Department representative for the Kootenai Tribe. Term: TBD.

Bureau of Indian Education Representatives

Tina Strong is the Coeur d'Alene Bureau of Indian Education school representative. Term: July 1, 2021 – June 30, 2026.

Pamela Eschief is the Fort Hall Bureau of Indian Education school representative. Term: December 6, 2024 – June 30, 2029.

At-large Members

Dr. David Aiken is the Superintendent, Lapwai School District. Term: July 1, 2023 – June 30, 2028.

Jessica Matsaw is with the University of Idaho's Indigenous Knowledge for Effective Educators program. Term July 1, 2023 – June 30, 2028.

State Board of Education Representative

Dr. Linda Clark is the President of the State Board of Education and Board representative on the Idaho Indian Education Committee.

Institutions of Higher Education Representatives

Dr. Justin Vance is the Dean of the School of Arts and Humanities at College of Western Idaho. Term: December 06, 2024 - June 30, 2029.

Bob Sobotta, Jr. is the Director for Native American, Minority, and Veteran's Services at Lewis-Clark State College. Term: July 1, 2021 – June 30, 2026.

Effie Hernandez is the Native American Student Services Center at Idaho State University. Term: December 06, 2024 – June 30, 2029.

Dr. Yolanda Bisbee is the Chief Diversity Officer and Executive Director of Tribal Relations at the University of Idaho. Term: July 1, 2022 – June 30, 2027.

Ryan Faulkner is the Dean of Online Learning at College of Eastern Idaho. Term: December 06, 2024 – June 30, 2029.

Dr. Tim Thornes – Interim chair, Department of Linguistics at Boise State University. Term: October 19, 2022 – June 30, 2027.

Mr. Alex Harris is the Associate Dean of Instruction at North Idaho College. Term: August 23, 2023 – June 30, 2027.

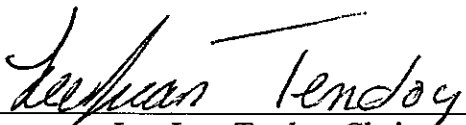
Dr. Dean Fisher is the President at College of Southern Idaho. Term: July 1, 2023 - June 30, 2028.

RESOLUTION

BE IT RESOLVED BY THE BUSINESS COUNCIL OF THE SHOSHONE-BANNOCK TRIBES, that the General Agreement Form, dated September 12, 2024, regarding FHBC member Nancy Eschief Murillo, as approved Idaho Indian Education Committee Representative on behalf of the Shoshone-Bannock Tribes will be attending the Idaho Indian Education Meeting in Boise, Idaho on Friday, September 13, 2024 and as such will need mileage in the amount of \$324.28, is hereby approved for ratification.

Authority for the foregoing resolution is found in the Indian Reorganization Act of July 18, 1934 (48 Stat., 984), as amended, and in the Shoshone-Bannock Tribes Constitution and Bylaws of the Fort Hall Reservation, as amended, including, but not limited to the authority found in the Constitution, Article VI.

Dated this 24th day of September 2024.

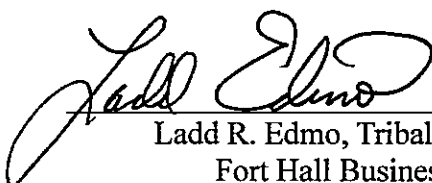


Lee Juan Tendoy, Chairman
Fort Hall Business Council

SEAL

CERTIFICATION

I HEREBY CERTIFY, that the foregoing resolution was passed while a quorum of the Business Council was present by a vote of 5 in favor, 1 absent (SM), and 1 not voting (LJT) on the date this bears.



Ladd R. Edmo, Tribal Secretary
Fort Hall Business Council

FHBC-2024-0630



August 19, 2024

Idaho Indian Education Committee
Idaho State Board of Education
650 West State Street, 3rd Floor
Boise, ID 83702

Dear Members of the Idaho Indian Education Committee,

On behalf of Idaho State University, I recommend Ms. Effie Hernandez as our university's representative to serve on the Idaho Indian Education Committee until ISU appoints a Director of Tribal Relations, who then will be recommended to serve. She will be replacing Dr. Jean McGivney-Burelle who has left ISU.

Ms. Hernandez has demonstrated an unwavering commitment to enhancing educational opportunities for Native American students. Her extensive experience and deep understanding of the challenges and opportunities within this community make her an ideal candidate for this role. She has consistently shown exceptional leadership, cultural sensitivity, and dedication to the principles of equity and inclusion.

At Idaho State University, Ms. Hernandez has been a pivotal figure in advancing programs that support Native American students in her role as the Native American Student Services Coordinator. Her work has not only positively impacted our campus but also resonated throughout the wider educational community in Idaho.

We are confident that Ms. Hernandez will bring valuable insights and a strong voice to the Committee, contributing meaningfully to the development of policies and initiatives that support Native American education across the state. Her representation on the Committee will undoubtedly strengthen the partnership between Idaho State University and the Idaho Indian Education Committee.

Thank you for considering Ms. Hernandez for this important role. Should you require any further information or wish to discuss her qualifications in more detail, please feel free to contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert W. Wagner'.

Robert W. Wagner, PhD
President
Idaho State University

Cc: Effie Hernandez, Native American Student Services Coordinator
Stacey Gibson, Office of Equity and Inclusion

Office of the President
921 South 8th Avenue, Stop 8310| Pocatello, ID 83209 | (208) 282-3440



1600 South 25th East • Idaho Falls, Idaho 83404-5788 • 208.524.3000 • www.cei.edu

Senator Carl Crabtree
Idaho State Department of Education
650 W State Street
Boise, ID 83702

11/18/24

Dear Senator Crabtree,

I am pleased to inform you that I have appointed Ryan Faulkner, Dean of Online Learning at College of Eastern Idaho, to serve on the Idaho Indian Education Committee as our representative.

Ryan brings a wealth of knowledge, dedication, and experience that will undoubtedly contribute to the goals of the committee and support the important work being done to further Indian education initiatives. We are honored to have the opportunity to collaborate with the committee and the Shoshone-Bannock Tribes to advance educational opportunities for all students.

Please do not hesitate to reach out to Ryan at ryan.faulkner@cei.edu or myself at lori.barber@cei.edu should you require any additional information or have further questions.

Thank you for your ongoing efforts and partnership in advancing education in Idaho.

Sincerely,

A handwritten signature in black ink that reads "Lori D. Barber". The signature is written in a cursive, flowing style.

Dr. Lori D. Barber
President
College of Eastern Idaho



BOISE STATE UNIVERSITY
OFFICE OF THE PRESIDENT

January 23, 2024

Jennifer Stadum
Idaho State Board of Education
Indian Education Committee
650 West State Street #307
Boise, ID 83720-0037

Dear Ms. Stadum,

Please accept this letter of support recommending Dr. Lisa Phillips for the Idaho Indian Education Committee. Dr. Phillips presently serves as the Vice Provost for Community and Belonging and as the Tribal Liaison for Boise State University, a position that is highly relevant to the work of your committee.

Dr. Lisa Phillips brings over 30 years of transformative leadership experience in higher education, with a particular focus on fostering inclusive, student-centered policies and initiatives. Her professional background includes designing programs to support underrepresented students, advocating for equity and access in higher education, and building collaborative partnerships with Tribal communities and other underrepresented groups. As Vice Provost for Community Engagement and Belonging at Boise State University, Dr. Phillips has worked closely with Tribal leaders to honor sovereignty, expand educational opportunities, and create pathways to student success. Her strengths as a strategic, relational, and innovative leader align with the mission of the Idaho Indian Education Committee to advance equitable education for Idaho's Native communities.

We, at Boise State, are committed to furthering that critical work and appreciate the opportunity to support these and other endeavors with Dr. Phillips serving in this key role.

Sincerely,

Dr. Marlene Tromp

President

cc: Joshua Whitworth, Executive Director of the Idaho State Board of Education

Shoshone-Bannock Jr./Sr. High School District 537



Shoshone-Bannock Jr./Sr. High School

School office (208) 238-4200

PO Box 790

Fax (208) 238-2628

Fort Hall, ID 83203

Idaho Indian Education Committee Nomination Letter: Pam Escheif

Dear Members of the Indian Indian Education Committee,

We are writing to nominate Pam Eschief for the position of the Shoshone-Bannock Jr./Sr. High School BIE School representative on the Idaho Indian Education Committee. Pam has demonstrated outstanding commitment in advancing our education for our Native students, and has a deep understanding of the needs and challenges facing our Native students in education.

Pam has a longstanding record of leadership within the Shoshone-Bannock Tribe and has worked to improve the educational needs of our youth. She brings both personal and professional experience to this role, with the passion to ensure our native youth receive the education that they deserve.

I believe apm possesses the qualities and vision necessary to represent our interest on the Idaho Indian Education Committee and to advocate for policies that will foster the academic achievement and cultural preservation of native youth in Idaho. Working with her has been a great experience. She is always willing to go beyond for her school and for the staff and faculty she oversees. Us school board members are proud to have her working to better our school, and to help our students, faculty, staff, and community thrive.

We wholeheartedly endorse Pam for this position and respectfully request your consideration of this nomination.

Sincerely,

Shoshone-Bannock Jr./Sr. School Board Members

Board Chair: Jessica Jay

Vice Board Chair: Effie Hernandez

Treasurer: Leah Tendore

Board Member Representative: Alex alvarez



Office of the Provost & VP Academic Affairs

February 15, 2024

Johanna J. Jones
Office of Indian Education Coordinator
Idaho Department of Education
PO Box 83720
Boise, ID 83720-0037

Dear Ms. Jones,

I nominate Dr. Justin Vance to serve as the College of Western Idaho's representative on the Indian Education Committee. Justin is the Dean, School of Arts and Humanities at CWI. He is a key leader at CWI and is involved in important decisions involving all things Instruction at CWI.

Qualifications and Accomplishments:

- Justin is responsible for the delivery of General Education offerings at CWI.
- Led the creation of the Honors Program at CWI.
- Led the initiative to offer 8 Week session courses to provide students more entry points and options to acquire higher education.
- Justin grew up in Idaho and is committed to helping all Idahoans know the importance of the history of Idaho's 5 Tribes and their importance of their role today.
- Received the 2015 Hawaii History Educator of the Year award. History Education Hawaii, Inc. is the state council and allied organization of the National Council for History Education (NCHE).
- Justin has conducted research and contributed scholarship related to indigenous peoples in Hawaii and Idaho; below are a few examples:
 - Author (book section): Vance, Justin W. and Anita Manning, "Pacific Islanders and the Civil War," *Asians and Pacific Islanders and the Civil War*, National Park Service, Washington DC, 2015
 - Presenter: "World Travelers: Military Service Profiles of Hawaiians in the American Civil War," Joint Conference of the California, Northwest, and Hawaii World History Associations, University of California- Berkeley, February 22-24, 2019
 - Author: Vance, Justin W. "Forward," *The Spirit Wind - Edna Huapala Bush Ellis: A Hawaiian Life: Ka Makani `Uhene*, Wayne Moniz, Punawai Press, Wailuku, HI, 2020
 - Presenter: "The Political Legacy of the Deadliest Massacre in U.S. History: Bear River," Society for Military History, Annual Meeting, San Diego, CA, March 23-26, 2023

Idaho Indian Education Committee

December 6, 2024-Quarterly Meeting

Minutes

The meeting was called to order by Yolanda Bisbee, Co-chair. No minutes were kept from the previous quarterly meeting.

Committee members present made self-introductions . A quorum of the committee was present.

Jennifer Stadum, new Director of Indian Education at the Department of Education was introduced. She made comments relative to her enthusiasm to join our effort. She referenced the experience she gained from her work in Montana as part of what she looks forward to bringing to our Idaho work.

Carl Crabtree, Director of Intergovernmental Affairs discussed the departmental ask for an additional staff member in Indian Education. It is in the department budget proposal for this legislative session and will need to be supported. Carl explained that Superintendent Critchfield had elevated Jennifer's position to Director, putting more emphasis on Indian Education. He said the legislative process would be very difficult this year, particularly the House Education Committee. Carl encouraged native people to be in direct contact with their legislative representatives to be more effective in being heard.

REL Northwest presented via Zoom, their work on high level research that may be helpful to tribes. It was decided Jennifer would get together with Matt Eide, managing senior education improvement specialist, to determine how we could be involved with their work.

Ayaka Nukui, Director of Assessment and accountability, at the department of education, visited with the committee about student attendance related to performance. Her data showed what we would all expect, that if students come to school, their test scores are better. She indicated that the department may not be accurately counting all the native students correctly, and that is something we need to work on.

The next speaker was Jackie Yarbrough, representing the Blue Cross Foundation. She offered to provide funds to help communities connect to schools. This has been done in several communities in Idaho, she used Marsing as an example of the success she is seeing. She has special funding for tribal communities.

During lunch, Josh Whitworth, Executive director of the Idaho State Board of Education discussed the resolutions the board is considering, relating to Diversity, Equity and Inclusion (DEI). Josh explained the rationale behind this work. Committee members

attending expressed their serious concerns as to how this idea could damage their people, and other Idahoans. Josh indicated he was there to listen, and to take their concerns to the board. Linda Clark, Board Chairman, echoed Josh's intent to listen. She said that the Board will make every effort to minimize hurt to people as unintended consequences.

Next on the agenda was Debbie Critchfield, Superintendent of Public Instruction. She went through her decision to include curriculum from PragerU, as approved supplemental material. She emphasized that this is completely optional, and at the discretion of local school boards. There are a number of supplemental curriculums available to schools. It is not core curriculum and is not required by her department. Tribal committee members present expressed their deep disappointment in this decision. Their concern was that it was incomplete and hurtful to their people. Debbie offered to help write supplemental Idaho Native people curriculum that could be used by Idaho Schools.

Idaho Indian Education Committee appointments were discussed next. Lisa Phillips will be the BSU representative, Justin Vance will represent CWI, Effie Hernandez for ISU, Ryan Faulkner for CEI, Nancy Eschief Murillo and Pam Eschief, representing the Shoshone Bannock Tribe. Carl will connect with Jenn Thompson to make sure the paperwork is in order for their appointments at the January meeting of the State Board of Education.

Carl was asked to send out the link to committee members for applications to be on the Professional Standards Commission.

The Idaho Indian Education Summit was discussed. The Committee agreed that CEI should host the event this year. Justin Vance agreed to look into dates that might work. He will email the group to form a committee once he has dates confirmed.

There being no further business, the meeting was adjourned.

**CONSENT
FEBRUARY 19-20, 2025**

COLLEGE OF IDAHO

SUBJECT

College of Idaho - Request to Approve New School Principal Certificate Endorsement Program Application

REFERENCE

August 2023	State Board of Education approved the Idaho Standards for Educator Preparation Providers.
October 2023	State Board of Education approved the Educator Preparation New Program Approval Guide.
February 2024	State Board of Education approved Brigham Young University–Idaho’s K-12 Literacy Certificate Endorsement Program
April 2024	State Board of Education approved Northwest Nazarene University’s Early Literacy Certificate Endorsement Program
December 2024	State Board of Education approves Idaho State University’s Early Literacy Certificate Endorsement Program

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-114
IDAPA 08.02.02.015.01, Rules Governing Uniformity
IDAPA 08.02.02.021, Rules Governing Uniformity
Idaho State Board of Education Governing Policies & Procedures, Section IV.D.

BACKGROUND/DISCUSSION

In academic year 2022-23, a work group was formed to create the Idaho Standards for Educator Preparation Providers and the New Endorsement Program Approval Guide. These two documents were approved by the Idaho State Board of Education (State Board) in 2023. Newly approved endorsement programs are added to the Educator Preparation Provider’s State Review, which occurs on a seven-year cycle. Brigham Young University – Idaho, was the first educator preparation provider to undergo the newly approved process. Prior to this new endorsement program review, two educator preparation providers have undergone the new review process. Idaho State University was the third educator preparation provider to undergo the new certificate endorsement program review process. The College of Idaho is now the fourth educator preparation provider to undergo the new certificate endorsement program review process. A review team of experts reviewed College of Idaho’s New School Principal Certificate Endorsement Program Application, and the review team recommends approval of the new certificate endorsement program application.

**CONSENT
FEBRUARY 19-20, 2025**

IMPACT

The approval of the new certificate endorsement program application would allow College of Idaho to offer a school principal certificate endorsement program leading to certification for administrator candidates. The disapproval of the new certificate endorsement program application would not allow College of Idaho to offer a new school principal certificate endorsement program leading to certification for administrator candidates.

ATTACHMENTS

- Attachment 1 – College of Idaho New School Principal Certificate Endorsement Program Approval Evaluation Report and Recommendation
- Attachment 2 - College of Idaho New School Principal Certificate Endorsement Program Application

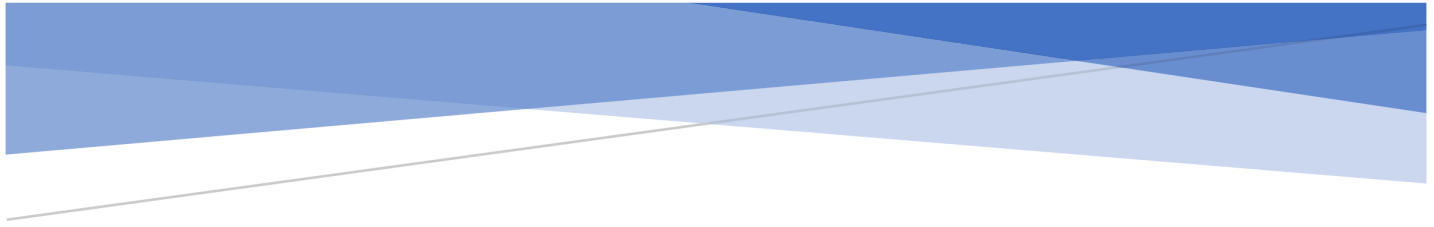
BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff facilitated the New School Principal Certificate Endorsement Program Application review and recommends approval of College of Idaho's requested New School Principal Certificate Endorsement Program.

BOARD ACTION

I move to approve the College of Idaho's New School Principal Certificate Endorsement Program Application request leading to administrator certification as presented in Attachment 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



**Idaho State
Board of Education**

**New Certificate Endorsement Program Evaluation Report
College of Idaho
December 2, 2024**

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EDUCATOR PREPARATION PROVIDER

College of Idaho

NEW CERTIFICATE ENDORSEMENT PROGRAM

Principal (Pre-K-12)

NEW CERTIFICATE ENDORSEMENT PROGRAM APPLICATION REVIEW DATE

December 2, 2024

REVIEW TEAM

Facilitator:

Name	Employer	Role
Katie Shoup	Office of the Idaho State Board of Education	Educator Effectiveness Program Manager

Review Team:

Name	Employer	Role
Dr. Robin Gilbert	Northwest Nazarene University	Director of Educational Leadership
Melissa Green	Brigham Young University	Dean of Teacher Preparation Programs
		Professional Standards Commission
Dr. Bethani Studebaker	University of Idaho	Associate Professor
		Professional Standards Commission

REVIEW OF NEW CERTIFICATE ENDORSEMENT PROGRAM APPLICATION E

Review of New Certificate Endorsement Program Application for Idaho State Board Approved Educator Preparation Providers			
Name of Educator Preparation Provider	College of Idaho	Date of Submission	November 5, 2024
New Certificate Endorsement Program Name	Principal (Pre-K-12)	Certification/Endorsement	Principal (Pre-K-12)
Certificate and Endorsement Requirements (IDAPA 08.02.02)		Please check the appropriate box to indicate alignment status.	
		Aligned	Need More Information
<ul style="list-style-type: none"> Principal (Pre-K-12) 		X (Program is Aligned)	

REVIEW TEAM RECOMMENDATION

Recommend

The review team **recommends** the approval of the new Principal (Pre-K-12) certificate endorsement program application by the College of Idaho.

NEW PROGRAM APPROVAL GUIDE

INTRODUCTION

This document describes the process by which an Idaho State Board Approved Educator Preparation Providers (Educator Preparation Providers) seek approval for a new endorsement program leading to certification. The Office of the Idaho State Board of Education (Board Office) facilitates the approval process.

Public universities and colleges seeking a new degree or certificate program will also follow their institutional policies and procedures and the process identified in [State Board Policy III.G – Postsecondary Program Review and Approval](#). Additional information may be found on the Idaho State Board of Education’s website at [Postsecondary Program Approval | Idaho State Board of Education](#). Educator Preparation Providers seeking a new degree or certificate program will complete the Postsecondary Program approval process in addition to the new program approval process for programs leading to educator certification.

STATUTORY AUTHORITY AND REFERENCES

[Idaho Code 33-114](#): supervision and control of the certification of professional education personnel is vested in the State Board. The Board shall approve the program of education of such personnel in all higher institutions in the state, both public and private, and shall accredit as teacher training institutions those in which such programs have been approved.

[Idaho Code 33-1207A](#): The State Board shall review teacher preparation programs at the institutions of higher education.

[IDAPA 08.02.02.021](#): Idaho Educator Preparation Providers shall prepare candidates to teach in area(s) of endorsements in accordance with the Idaho Standards for Initial Certification of Professional School Personnel.

[State Board Policy IV.D.](#): Educator Preparation and Certification

[IDAPA 08.02.02.015.01](#): Instructional staff certification requirements.

[IDAPA 08.02.02.015.02](#): Pupil service staff certification requirements.

[IDAPA 08.02.02.015.03](#): Administrator certification requirements.

NEW PROGRAM APPROVAL PROCESS STEPS

The new program approval process has a total of three steps as follows:

1. Preparation and Submission of the New Program Application
2. Review and Feedback
3. Determination of Approval Status

Step 1: Preparation and Submission of the New Program Application






The Educator Preparation Provider will use one or more of the following new program applications to request approval of the new program:



NEW PROGRAM APPROVAL GUIDE

- New Elementary or Secondary Program – Use New Program Application A
- New Special Education Program – Use New Program Applications A and B
- New Pupil Service Program – Use New Program Application C
- New Teacher Leader Program – Use New Program Application D
- New Administrator Program – Use New Program Application E

Flow Chart

New Elementary or Secondary Program 	New Special Education Program 	New Pupil Service Program 	New Teacher Leader Program 	New Administrator Program 
Use New Program Application A	Use New Program Application A & B	Use New Program Application C	Use New Program Application D	Use New Program Application E

The new program application includes the following:

- New Program Design
- Explanation how the New Program will meet the provider standards and components
- Clinical Experience Design

Upon completion, the new program application and all applicable supporting documentation is submitted to the Board Office – Educator Effectiveness Program Manager.

Step 2: Review and Feedback

After receiving a completed new program application, the Board Office will assemble and facilitate a team to review the new program application materials, to include one member of the Professional Standards Commission and members from at least two of the following groups:

- Approved Idaho Educator Preparation Program Staff
- Idaho Experts from the Field and experience with Educator Preparation Program Review
- Idaho Division of Career Technical Education Staff
- Idaho Local practicing K-12 Educators
- Idaho Local practicing K-12 Administrators
- Idaho State Department of Education staff – Certification Department

The review team will assess whether the new program as proposed meets the criteria listed in the new program application. A new program that meets the criteria listed in the new program application and shows alignment to the Idaho Standards for Educator Preparation Providers (Provider Standards) will move to Step 3. The review team will use review rubrics to guide input and make the determination if the program meets the criteria listed in the new program application and shows alignment to the Provider Standards.

A new program that does not meet the criteria listed in the new program application will be returned to the Educator Preparation Provider by electronic mail and accompanied by review team feedback. The

NEW PROGRAM APPROVAL GUIDE

Educator Preparation Provider may address the feedback and resubmit a new program application to the Board Office for review as described in Step 1.

Incomplete new program applications received by the Board Office will be returned to the Educator Preparation Provider for completion.

Step 3: Determination of Approval Status

The review team will provide a program recommendation to the Board Office, for consideration by the State Board at their next regularly scheduled meeting. The Board Office will notify the Educator Preparation Provider of the date of the State Board meeting at which the new program proposal will be considered. The State Board will either approve or not approve the new program. Upon State Board approval or non-approval of the new program, Board Staff will notify the Educator Preparation Provider of the new program approval status by electronic mail. If the new program is approved by the State Board, the Educator Preparation Provider may advertise the program and recruit candidates to the program. If the new program is not approved by the State Board, the application may be revised and resubmitted. Approved new programs will be reviewed at the same time as the Educator Preparation Providers state review that typically occurs on a seven-year cycle.

NEW PROGRAM APPROVAL GUIDE

New Program Application E - Administration Program

Name of Educator Preparation Provider	The College of Idaho	Date of Submission	10/31/2024
New Program Name (as applicable)	Master of Education	Certification/Endorsement	Educational Leadership
STANDARD ONE: CONTENT, PEDAGOGICAL, AND PROFESSIONAL KNOWLEDGE Educator Preparation Providers ensure candidates develop an understanding of the critical concepts, principles, and practices of their discipline, and are able to use practices flexibly to advance the learning of all students.			
1.1 CONTENT KNOWLEDGE AND PEDAGOGY Educator Preparation Providers ensure candidates are able to apply their knowledge in critical concepts, principles, and practices as identified in the Idaho Standards for Initial Certification of Professional School Personnel, National Accreditation Standards of Pupil Service Programs, and State Board approved Idaho Student Content Standards.		1.2 PROFESSIONAL KNOWLEDGE Educator Preparation Providers ensure candidates are able to apply their knowledge of the Idaho Standards for Initial Certification of Professional School Personnel, National Accreditation Standards of Pupil Service Programs, and the State Board approved Idaho Student Content Standards.	
Component	How is each standard met? What is the plan to meet the standard? Please share your program design, narrative, and evidence. (E.g. - Course Titles, Course Numbers, Course Credits, Syllabi, Course Description, Module Information, Assessment, Projects, Evidence of Student Learning)		
	Evidence Item (Only link to PDFs)	Narrative/Rationale for Meeting Standard	
Idaho Standards for School Principals <ul style="list-style-type: none"> • Standard 1: Mission, Vision, and Beliefs • Standard 2: Ethics and Professional Norms • Standard 3: Equity and Cultural Responsiveness • Standard 4: Curriculum, Instruction, and Assessment • Standard 5: Community of Care of Support for Students • Standard 6: Professional Capacity of School Personnel • Standard 7: Professional Community for Teachers • Standard 8: Meaningful Engagement of Families and Community • Standard 9: Operations and Management • Standard 10: Continuous School Improvement 	<ul style="list-style-type: none"> • Curricular Framework • Idaho Standards Correlation • Course Rationale • Course syllabi: <ul style="list-style-type: none"> ○ EDU 650 The Principalship (3) ○ EDU 655 Ethics for Prospective School Principals (3) ○ EDU 653 Leading Standards-Driven Instruction (3) ○ EDU 665 Research & Data-Driven Decision-Making (3) ○ EDU 651 Administration & Supervision of Personnel (3) ○ EDU 658 School Finance (3) ○ EDU 656 Policy & Politics for Educational Leaders (3) ○ EDU 652 Equitable & Inclusive Leadership (3) ○ EDU 667 Internship (3) ○ EDU 657 Special Education Law for Education Leaders (3) ○ EDU 668 Capstone (2) 	<p>The College of Idaho (CofI) has thoughtfully integrated Idaho State Board of Education policies, procedures, and guidelines, Idaho Rules Governing Uniformity, and Idaho Standards for School Principals into candidate preparation to ensure that future administrators are well-equipped to meet state standards and expectations. This integration is crucial for several reasons:</p> <ol style="list-style-type: none"> 1. Alignment with State Standards: By incorporating state policies, CofI ensures that candidates are prepared to supervise education aligned with the specific academic and professional standards of Idaho. This alignment helps maintain consistency across the educational system, promoting equity and quality in learning experiences for all students. 2. Regulatory Compliance: State policies and rules governing uniformity outline the legal and ethical responsibilities of educators. CofI helps candidates understand and adhere to these regulations, fostering a professional environment that respects state guidelines and 	



NEW PROGRAM APPROVAL GUIDE

		<p>minimizes legal risks.</p> <p>3. Preparation for Certification and Licensure: Idaho’s certification requirements are directly tied to the state’s educational standards and policies. By integrating these into the curriculum, CofI helps candidates meet the necessary qualifications for licensure, increasing their chances of successful entry into the administration profession.</p> <p>4. Enhanced Professionalism and Accountability: Understanding and applying state policies instills a sense of professionalism and accountability in future administrators. This knowledge enables them to engage in informed decision-making and adhere to best practices, ultimately benefiting students and the broader school community.</p> <p>5. Adaptability to District-Specific Needs: Each district has unique educational needs based on demographics, culture, and socio-economic factors. By preparing candidates within the framework of Idaho’s policies and rules, CofI ensures that future administrators are capable of addressing the distinct challenges and opportunities within Idaho’s educational landscape.</p> <p>6. Promoting Continuous Improvement: State Board of Education policies often include provisions for professional development and continuous improvement. Educators and administrators trained within these frameworks are more likely to value and engage in lifelong learning, which contributes to ongoing advancements in teaching quality and student outcomes.</p> <p>7. Alignment with State Standards: By incorporating state policies, CofI ensures that candidates are prepared to supervise education aligned with the specific academic and professional standards of Idaho.</p>
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		<p>This alignment helps maintain consistency across the educational system, promoting equity and quality in learning experiences for all students.</p> <p>8. Regulatory Compliance: State policies and rules governing uniformity outline the legal and ethical responsibilities of educators. CofI helps candidates understand and adhere to these regulations, fostering a professional environment that respects state guidelines and minimizes legal risks.</p> <p>9. Preparation for Certification and Licensure: Idaho’s certification requirements are directly tied to the state’s educational standards and policies. By integrating these into the curriculum, CofI helps candidates meet the necessary qualifications for licensure, increasing their chances of successful entry into the administration profession.</p> <p>10. Enhanced Professionalism and Accountability: Understanding and applying state policies instills a sense of professionalism and accountability in future administrators. This knowledge enables them to engage in informed decision-making and adhere to best practices, ultimately benefiting students and the broader school community.</p> <p>11. Adaptability to District-Specific Needs: Each district has unique educational needs based on demographics, culture, and socio-economic factors. By preparing candidates within the framework of Idaho’s policies and rules, CofI ensures that future administrators are capable of addressing the distinct challenges and opportunities within Idaho’s educational landscape.</p> <p>12. Promoting Continuous Improvement: State Board of Education policies often include provisions for professional development and continuous improvement. Educators and</p>
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		<p>administrators trained within these frameworks are more likely to value and engage in lifelong learning, which contributes to ongoing advancements in teaching quality and student outcomes.</p> <p>CofI ensures these policies are fully represented through the Curricular Framework, Idaho Standards Correlation, Course Rationale, and Course Syllabi. These documents demonstrate comprehensive content for each standard across multiple courses, including specific module and assessment information.</p> <p>The Curricular Framework provides program design, program outcomes, and descriptions for each course. Through a structured 32-credit framework, this program combines theoretical understanding with practical applications, offering courses on topics such as ethics, policy, finance, and instructional leadership. The inclusion of a hands-on internship allows students to gain real-world experience, preparing them to implement strategic planning, advocate for equity, and lead inclusive, data-informed educational practices. The standards correlation identifies the specific standards met in each course.</p> <p>The course rationale and syllabi provide additional details related to how each standard is met in the course, the course learning outcomes, and evaluation criteria.</p> <p>In summary, the integration of these policies into administrator preparation supports the development of competent, knowledgeable, and state-compliant educational leaders who are equipped to positively impact Idaho's education system.</p>
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<p>1.3 IDAHO EDUCATIONAL EXPECTATIONS</p>	
<p>Educator Preparation Providers integrate State Board of Education policies and procedures and Idaho Rules Governing Uniformity into the preparation of candidates.</p>	
<p>Component</p>	<p>How is each standard met? What is the plan to meet the standard? Please share your program design, narrative, and evidence. (Eg. - Course Titles, Course Numbers, Course Credits, Syllabi, Course Description, Module Information, Assessment, Projects, Evidence of Student Learning)</p>



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	Evidence Item (Only link to PDFs)	Narrative/Rationale for Meeting Standard
<p>Certificate and Endorsement Requirements</p> <p>(IDAPA 08.02.02)</p> <p>*Show how your sequence of courses/modules/evidence of student learning meet the requirements in policy and rule.</p>	<ul style="list-style-type: none"> • Curricular Framework • Admissions Criteria – Online Application • Course Rationale 	<p>The College of Idaho (CofI) Educational Leadership program meets the Certificate and Endorsement Requirements, as outlined in the Idaho Administrative Code (IDAPA 08.02.02), and is designed to ensure that school principals possess the necessary skills, knowledge, and dispositions to meet the Idaho Standards for School Principals. The rationale for how these requirements supports these standards is as follows:</p> <ol style="list-style-type: none"> 1. Ensuring Qualified Leadership: Certificate and endorsement requirements serve as a quality control measure, ensuring that only qualified individuals assume leadership roles in schools. These standards ensure that principals possess the necessary educational background, professional experience, and training to lead effectively, aligning with the competencies outlined in the Idaho Standards for School Principals. 2. Alignment with Professional Standards: The certification process integrates key competencies that school principals need, such as instructional leadership, organizational management, and ethical practice. By requiring these qualifications, the CofI curricular framework aligns with the Idaho Standards for School Principals, which outline expectations for effective, evidence-based school leadership practices. 3. Focus on Instructional Leadership: One of the core standards for school principals is the ability to lead instructional practices effectively. Certificate requirements include training and experience in instructional methodologies, curriculum development, and student assessment, which enable principals to support teachers in delivering high-quality education and meeting state



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		<p>performance expectations.</p> <p>4. Accountability and Continuous Improvement: Certification and endorsement standards also promote accountability, as principals are required to demonstrate ongoing professional development. This aligns with the Idaho Standards, which emphasize the importance of principals engaging in continuous learning and improvement to adapt to educational changes and maintain effective school management.</p> <p>5. Building a Safe and Inclusive School Culture: The curricular framework emphasize principals' role in creating a positive school culture that is safe, inclusive, and conducive to learning. The courses include competencies in school law, student safety, and conflict resolution, supporting principals in developing a school environment that meets these expectations.</p> <p>6. Compliance with Ethical and Legal Standards: Cofl program requirements ensure that school leaders are trained in ethical decision-making and legal compliance, both essential elements of the Idaho Standards for School Principals. This helps school leaders make sound decisions that align with state regulations and foster trust within the school community.</p> <p>7. Adaptability to Idaho's Educational Context: The certification requirements are tailored to Idaho's specific educational landscape, ensuring that principals are prepared to address the unique needs and challenges of Idaho schools. This localized approach supports the Idaho Standards by preparing leaders who are effective within the specific demographic, economic, and cultural contexts of Idaho's schools.</p> <p>The curricular framework of The</p>
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	<p>College of Idaho’s Master of Education (MEd) in Educational Leadership program supports the Certificate and Endorsement Requirements (IDAPA 08.02.02) by aligning its courses with the competencies expected for educational leaders in Idaho. The framework includes:</p> <ol style="list-style-type: none"> 1. Standards Alignment: Courses are designed to meet Idaho’s educational leadership standards, ensuring candidates gain knowledge in key areas like instructional leadership and strategic planning. 2. Practical Experience: An embedded 3-credit internship with 2-credit capstone provides hands-on leadership experience, meeting the practical training required for certification. 3. Legal and Ethical Training: Courses in ethics and educational law prepare candidates to understand and uphold state regulations, an essential certification component. 4. Focus on Data and Equity: Emphasis on data-informed decision-making and equitable leadership addresses the requirements for accountability and inclusive practices as per IDAPA 08.02.02. <p>This structured approach ensures that graduates are fully prepared to meet Idaho’s certification and endorsement standards for educational leaders.</p> <p>The admissions process for The College of Idaho’s Master of Education (MEd) in Educational Leadership supports the Certificate and Endorsement Requirements (IDAPA 08.02.02) by encouraging candidates to reflect on their alignment with the educational leadership standards. Through the Personal Statement requirement, applicants are asked to discuss the education department’s conceptual framework and its influence on their leadership goals. This step allows candidates to demonstrate an understanding of key leadership principles, ethical practices, and a</p>
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		<p>commitment to the competencies required by Idaho standards, ensuring that only those aligned with the state's expectations proceed in the program. Additionally, the Admissions Criteria include district recommendations and that applicants have at least four years of full-time certificated experience.</p> <p>In summary, the Certificate and Endorsement Requirements act as a framework that ensures principals are not only equipped with foundational skills but are also continually advancing in their ability to meet the Idaho Standards for School Principals. This structured approach contributes to the overall quality and consistency of leadership in Idaho's schools.</p>
<p>Idaho Teaching Framework for Evaluation (IDAPA 08.02.02)</p>	<ul style="list-style-type: none"> • EDU 651 Administration & Supervision of Personnel (3) • Danielson Classroom Observation Form 	<p>The Administration and Supervision of Personnel course (EDU 651) supports the Idaho Teaching Framework for Evaluation (IDAPA 08.02.02) by equipping future school administrators with essential skills for effectively managing and evaluating school personnel. The course includes training in Idaho's approved teacher evaluation framework, specifically the Danielson Framework, which aligns with the state's requirements for performance assessments. Through practical lab sessions, students practice scoring teacher performance and providing feedback, fostering continuous improvement and professional growth in line with Idaho's standards. Additionally, the course covers ethical leadership, data-driven decision-making, and development of supervision plans, all of which contribute to a structured, fair, and effective evaluation process.</p> <p>In this component, students will use the editable classroom observation form to:</p> <ul style="list-style-type: none"> • score at least two classroom teaching examples • provide feedback to a "teacher" based on the evaluation criteria • reflect on the process and discuss how the evaluation aligns with Idaho's requirements for teacher performance assessment
<p>STANDARD TWO: CLINICAL EXPERIENCE</p>		
<p>Educator Preparation Providers ensure diverse high-quality clinical experiences to develop knowledge, skills, and</p>		



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professional dispositions in candidates and educators.		
2.1 CLINICAL PRACTICE		
Educator Preparation Providers include clinical practice of depth, breadth, coherence, and duration to enable candidates or educators to demonstrate proficiency in their area of endorsement.		
Component	How is each standard met? What is the plan to meet the standard? Please share your program design, narrative, and evidence. (E.g. - Course Titles, Course Numbers, Course Credits, Syllabi, Course Description, Module Information, Assessment, Projects, Evidence of Student Learning)	
	Evidence Item (Only link to PDFs)	Narrative/Rationale for Meeting Standard
Clinical preparation depth, breadth, coherence, and duration	<ul style="list-style-type: none"> • EDU 667 Internship (3) 	<p>The full-term, five-credit clinical preparation includes both EDU 667 Internship (3) and EDU 668 Capstone (2).</p> <p>The EDU 667 Internship provides clinical preparation with depth, breadth, coherence, and duration by immersing students in real-world school leadership experiences across various administrative roles. The internship requires 45 hours per credit in diverse settings, allowing students to engage in activities such as data analysis, school culture development, communication with stakeholders, and ethical decision-making, all aligned with Idaho Principal Standards. This structure ensures a comprehensive experience, as interns participate in goal-setting, implementation, and evaluation processes, gaining insights into the complexities of educational leadership in an extended, cohesive, and practical format</p> <p>During the internship students will:</p> <ul style="list-style-type: none"> • demonstrate the ability to collaboratively develop and communicate a vision for school improvement, aligning the vision with the needs of the students, staff, and community • make decisions that reflect ethical leadership and an understanding of the legal responsibilities of school principals, ensuring that all actions promote fairness, integrity, and equity • analyze student performance data, attendance reports, and other relevant data to make informed decisions that drive school improvement and address achievement gaps • demonstrate the ability to build and maintain strong relationships with parents, community members, and external stakeholders, fostering collaboration and support for the school’s goals and initiatives • actively participate in or lead a school improvement initiative, from planning


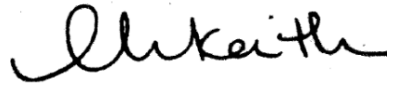


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		<p>and goal setting to implementation and evaluation, demonstrating their ability to manage change effectively.</p> <ul style="list-style-type: none"> •
<p>Comprehensive clinical experience</p>	<ul style="list-style-type: none"> • EDU 668 Capstone (2) 	<p>The EDU 668 Capstone course provides a comprehensive clinical experience by allowing students to apply their leadership skills in a real-world school setting. Through the development of a portfolio and a Capstone Project, students address authentic school-based challenges, implement strategic plans, and analyze data to inform decision-making. This experience, conducted alongside the internship, enables students to demonstrate their readiness to lead, foster school improvement, and engage in reflective practice, thus ensuring they meet the Idaho Principal Standards comprehensively</p> <p>In the capstone, students will develop an internship portfolio which addresses:</p> <ul style="list-style-type: none"> • identifying a school leadership issue or need • developing and implement a strategic plan • analyzing data to support decision-making • providing a reflective narrative on the leadership experienc <p>The EDU 668 Capstone (2) is carefully crafted to support students through their internship experience, affords opportunities for group learning across experiences, includes the development of an internship portfolio and is the last step before candidates are eligible to sit for the Standard Administrative Certificate with a principal endorsement.</p>



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Signatures			
Signature of the College/Program Chair, Director, or Other Designee		Date	10/31/2024
Signature of the College of Education Dean or Educator Preparation Provider Head Official		Date	10/31/2024

**Applications without appropriate dated signatures will not be considered.*

**Public universities and colleges seeking a new degree or certificate program will also follow the process identified in [State Board Policy III.G – Postsecondary Program Review and Approval](#).*

**The signatures serve as an attestation that the Educator Preparation Provider understands the requirements and has met all policies, rules, and statutes, and institutional procedures.*

Upon completion, the new program application and all applicable supporting documentation is submitted to the Board Office – Educator Effectiveness Program Manager.

