

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 16-17, 2025

TAB	DESCRIPTION	ACTION
1	IDAHO STATE UNIVERSITY – REQUEST TO APPROVE AMENDMENT TO LETTER OF AGREEMENT BETWEEN BENGAL SPORTS PROPERTIES (BSP) AND IDAHO STATE UNIVERSITY	Action Item
2	IDAHO DIVISION OF VOCATIONAL REHABILITATION (IDVR) INTERIM ADMINISTRATOR RE-APPOINTMENT	Action Item

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IDAHO STATE UNIVERSITY

SUBJECT

Idaho State University is seeking Board Approval of the Second Amendment to Letter of Agreement between Bengal Sports Properties, LLC (BSP) and Idaho State University.

REFERENCE

May 13, 2013	Idaho State University (ISU) entered into a Sponsorship Rights Agreement with KP Sports & Entertainment, LLC which provided that KP Sports would have exclusive rights to market items associated with ISU's athletics programs in exchange for payment of guaranteed fees to ISU.
October 13, 2016	ISU signed a Letter of Agreement with Bengal Sports Properties, LLC (BSP) successor in interest to KP Sports, through its member Learfield Communications, Inc., which extended the term of the May 13, 2013 Agreement to June 30, 2026, increased the guaranteed rights fees (GFR) (ending with a GFR of \$460,000 in the 2025-2026 year), and provided for payment to ISU of additional compensation of y 50% of the amount by which Adjusted Gross Revenue (AGR) exceeds the annual AGR Threshold.
April 21, 2021	ISU signed a letter agreement with BSP amending compensation terms in light of impacts of COVID-19.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.1.b, V.2.a

BACKGROUND/DISCUSSION

The value of ISU's multi-media rights has increased dramatically. The term of the existing agreement ends June 30, 2026, and with the proposed Second Amendment to Letter of Agreement ("Second Amendment") ISU seeks to increase compensation paid by BSP for its media rights.

The Second Amendment will increase the AGR to the greater of the guaranteed rights fee of \$700,000 or 57% of AGR up to \$1,400,000 and 62% of AGR greater than \$1,400,000. The GRF will increase annually according to the following chart:

Athletic Year	Guaranteed Rights Fee
2025-26	\$700,000
2026-27	\$720,000

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2027-28	\$740,000
2028-29	\$760,000
2029-30	\$780,000
2030-31	\$800,000
2031-32	\$820,000
2032-33	\$840,000
2033-34	\$860,000
2034-35	\$880,000
2035-36	\$900,000

The Second Amendment also grants ISU an additional \$150,000 to fund the replacement of courtside tables as well as other revenue generating opportunities to enhance the inventory to be sold by BSP.

IMPACT

The Second Amendment will significantly increase ISU's minimum GFR and also increase by 7% the share of revenue distributed to ISU, in an environment where ISU is performing well above its previous average annual gross sponsorship figures. The Second Amendment will increase by 12% the share of revenue once the \$1,400,000 threshold is achieved. In addition, the Second Amendment secures an additional capital expenditure budget for needed improvements which will increase ISU's ability to generate revenue.

ATTACHMENTS

Attachment 1 - May 13, 2013, KP Sports & Entertainment Sponsorship Rights Agreement

Attachment 2 - October 13, 2016, BSP Letter of Agreement

Attachment 3 - April 21, 2021, First Amendment to October 13, 2016, Letter of Agreement

Attachment 4 - Pending Board Approval - April 20, 2025, Second Amendment to BSP Letter Agreement

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The proposed Second Amendment to the Letter of Agreement between Idaho State University (ISU) and Bengal Sports Properties, LLC (BSP) reflects a strategic and financially beneficial update to ISU's multi-media rights agreement. Given the substantial increase in the value of ISU's multi-media rights, the revised terms align with industry trends and ensure a more favorable revenue structure for the university.

The key financial enhancements, including an increase in the Guaranteed Rights Fee (GRF) starting at \$700,000 in 2025-26 and increasing annually to \$900,000 by 2035-36, as well as a higher revenue-sharing percentage, will significantly strengthen ISU's financial position. The structured revenue-sharing model,

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providing ISU with 57% of AGR up to \$1,400,000 and 62% beyond that threshold, secures a more favorable distribution of sponsorship revenues.

Additionally, the provision for an extra \$150,000 to replace courtside tables and enhance ISU's sponsorship inventory supports long-term revenue growth opportunities. The increase in ISU's minimum guaranteed revenue and overall revenue share represents a positive step toward maximizing the university's media rights value.

This proposal was shared and discussed at the BAHR committee meeting on April 2, 2025. Board staff recommends approval.

BOARD ACTION

I move to authorize ISU to enter the Second Amendment to the Letter of Agreement between ISU and BSP which is Attachment 4.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**KP SPORTS & ENTERTAINMENT, LLC
SPONSORSHIP RIGHTS AGREEMENT
WITH IDAHO STATE UNIVERSITY**

This Sponsorship Rights Agreement is made on (date) 13 MAY 2013, between Idaho State University, an Idaho State institution of higher education, (the "University") on behalf of its Athletics Department ("University Athletics"), and KP Sports and Entertainment, LLC. (herein referred to as KP Sports), a New Mexico Limited Liability Company. The parties agree:

SECTION ONE: GENERAL INFORMATION

1.1 Definitions:

Sponsorship Rights: For purposes of this Agreement, "Sponsorship Rights" shall mean the exclusive rights to conduct any and all sales and marketing of all available and future approved inventory of any and all marketing items associated with the University's athletic programs, with exceptions as set forth herein to inventory. Inventory includes all marketing items whereby monies are pledged by any individual, corporation or entity, to purchase the rights to advertise, promote, or participate with any of the athletic department's programs as being a Sponsor of the said program. Examples of inventory include, but are not limited to: home game Sponsorships and promotions; venue signage; video board promotions; in-game promotions; print; radio and television advertising; official athletic website promotions; at event opportunities; game and event tickets and passes; hospitality and any other Sponsor-related or promotional rights to the University's athletic programs that may be subsequently agreed to between the parties.

Sponsorship: For purposes of this Agreement, "Sponsorship" has the same meaning as "qualified Sponsorship payments" in Section 513(i) of the Internal Revenue Code of 1997, as amended, and any successor section in any future tax code. "Sponsor" means a person or entity that makes a Sponsorship payment (and excludes any payment for which a person receives a substantial return benefit other than the use of acknowledgment of the name or logo of the Sponsor) in connection with the Athletic programs.

Sold: For purposes of this Agreement, "sold" means a commitment by the Sponsor in the form of one of the following: a signed sponsorship agreement; a record of monies paid to the party collecting the revenues for sponsorship rights; or a trade for services that are provided by Sponsor in exchange for specific Athletic Sponsorship rights received from the University.

Exclusive and Sole Solicitor: KP Sports and the University agree that in order to reach the financial and performance goals agreed upon by both parties, it is understood that KP Sports will be the sole solicitor of all sponsorship revenues and funds on behalf of University Athletics. Therefore any individuals hired or contracted with the University whose responsibilities may relate to or be involved with corporate sponsorship will be viewed in a supporting role as opposed to a competing role to KP Sports. KP Sports and the University further agree that any monies secured whereby Sponsorship or Marketing rights are given in return will be such monies or trade value will be counted in whole as sponsorship revenue and credited toward the guarantee and subsequent revenue share under the terms of this Agreement.

Additional Rights: This Agreement licenses specific rights to KP Sports on behalf of Idaho State University Athletics Department. The Parties acknowledge that additional athletic sponsorship rights may arise or be created that might not have been contemplated or specifically licensed to KP Sports when this Agreement was executed, including different ways for KP Sports to leverage existing inventory. KP Sports will notify the University of the "Additional Rights" it seeks. Unless the Additional Rights contain a prohibited category or prohibited company for Athletic Sponsorship or are otherwise excluded under the terms of this Agreement, the Additional Rights shall be exclusively licensed to KP Sports for the remainder of the term.

Sponsorship Agreement: KP Sports will obtain a signed Sponsorship Agreement from each Sponsor in the form of a contract developed, approved and legally owned by the University each year (as attached in Appendix A). It is understood that from time to time the University may seek the need for modifications of the attached Sponsorship Agreement. When such changes are made, the University agrees to notify and provide KP Sports with each newly modified Sponsorship Agreement on a timely basis. The University appoints KP Sports to negotiate contracts in consultation with the University. An employee of the University, appropriately authorized to sign contracts on behalf of the University, must sign and approve all Sponsorship Agreements on behalf of University Athletics.

1.2 Term of Agreement:

When executed by both parties, this Agreement shall be effective as of date of execution on 13 MAY 2013 through the end of athletic year on June 30th, 2018 unless otherwise terminated as provided herein. Upon mutual written agreement, the parties have the option to extend this Agreement for five one year terms.

1.3 Communications:

Meetings and discussions: Throughout the Term of the Agreement, it is the Parties' intention to maximize the opportunities that will foster interest in University Athletics' growth in both the amounts and the potential sources of revenue under this Agreement. Therefore, the Parties will meet as necessary to discuss the rights and inventory licensed to KP Sports, performance of KP Sports and all other related communications necessary. The University will make available as reasonably as possible at the request of KP Sports, senior level members of the athletic department, its coaches, and assistant coaches for purposes of planning, promoting, and presenting to Sponsors any and all Sponsorship opportunities to various organizations.

Notices: All notices required by or relating to this Agreement shall be in writing and shall be sent via courier or certified mail to the parties to this Agreement at the following addresses or to such other address as either party may substitute by written notice to the other:

KP Sports
PO Box 67335
Albuquerque, NM 87193-7335

Idaho State University
921 S. 8th Ave. Stop 8173
Pocatello, ID 83209-8173

1.4 Office Space:

The University acknowledges that KP Sports performance under this Agreement will be enhanced with consistent communication and opportunities to work in close proximity of each other. The University will provide KP Sports with office space located either in University Athletics or near the department at the University to foster optimum communications and involvement in athletic meetings deemed appropriate by both parties. KP Sports will be responsible for providing office

equipment needed. The office equipment provided by KP Sports will remain the property of KP Sports beyond expiration or termination of Agreement.

1.5 Permits, Licenses and Use of Marks:

Permits and Licenses: KP Sports will be financially responsible for obtaining all required permits and licenses to comply with pertinent University rules and policies and municipal, county, state and federal laws, for the lawful business operations of KP Sports, and will assume liability for applicable taxes including but not restricted to sales and any other applicable business taxes incurred through ordinary business operations.

Use of Marks: Subject to existing licensing Agreement and the University's having obtained pertinent consents from appropriate parties, the University licenses KP Sports the non-exclusive right to use University Athletics' name, the University trademarks, service marks, logos or symbols and trade dress including the likeness, appearance at no cost to KP Sports in connection with KP Sports securing of Sponsorships and other revenue generating opportunities for the University in accordance with the policies and specifications of the University and the Idaho State Board of Education. Prior to using the likeness of individuals, KP Sports agrees to obtain all necessary licenses or consents from those individuals.

1.6 Access to Games and Athletic Events:

Tickets and Passes: In order to meet the obligations and responsibilities outlined in this Agreement, the University agrees to provide KP Sports staff who support the University Athletics' program a mutually agreed upon number of parking passes at no cost to KP Sports to attend sponsor-related athletic games and events.

1.7 Audits and Performance Reviews:

Existing Sponsorship and Trade Agreements prior to this Agreement: The University has revealed a summary of all current Athletic Sponsorship contracts to include both cash and in-kind or trade agreements sold prior to this Agreement with applicable contract terminations dates as identified in Appendix B. For all Athletic Sponsorship contracts to include both cash and in-kind trade, that were sold after the RFP 130118 and any subsequent addendums were released and prior to the commencement of selling activities by KP Sports in support of this Agreement, will be credited in whole as revenues toward the guarantee and revenue share as outlined under Section 4.1 below.

All Athletic Sponsorships revealed as sold prior by University will be audited by KP Sports as contractually signed and agreed upon by Sponsor. After the audit is completed, for those Athletic Sponsorships disclosed and counted by the University as being sold whereby either a contract was not signed or consideration (monies or trade) was not provided by said Sponsor, KP Sports has the right to either request a renegotiation of the financial terms or terminate this Agreement if the discrepancy is significant and substantially detrimental to the performance of KP Sports meeting the financial targets outlined in Section 4.1 below. In the event that any audit reveals information provided by the University is substantially incorrect, the University shall be allowed the opportunity and a reasonable amount of time to have an additional audit performed at no cost to KP Sports by an independent third party auditor approved by KP Sports, such approval not to be unreasonably withheld, prior to KP Sports exercising any right to renegotiate the agreed upon Net Revenue Guarantee or termination under this Agreement.

Sponsorship and Trade Agreements sold under the term of this Agreement: The University and KP Sports acknowledge that Sponsorship related revenue audits and performance reviews are necessary and should take place prior to due date of payments to the University each year during the term of this Agreement. Both Parties will determine the specific information to be reviewed in the audits, as well as the appropriate time to conduct the annual audits. After such audit, adjustments will be made and agreed upon by both Parties in writing for each applicable fiscal year

SECTION TWO: SCOPE OF AND DESCRIPTION OF WORK

2.1 Overview:

The work performed by KP Sports includes the services outlined in the Agreement and may contain other relevant services as needed.

KP Sports agrees to represent the University in a marketing and sales capacity to secure corporate Sponsorship revenues for the term and monies specified. The University agrees that KP Sports has the exclusive and sole right to secure Sponsorships on behalf of University unless otherwise specified in this Agreement. The University agrees not to permit other companies or individuals to secure Sponsorship opportunities on behalf of University Athletics in a manner inconsistent with this Agreement without prior notification to, and written agreement by, KP Sports. The University and KP Sports agree that unless otherwise specified in this Agreement, that any and all Sponsorships secured on behalf of University Athletics will be paid and counted as monies toward this Agreement.

2.2 Marketing and Sales Rights of Various Inventory/Marketing Items:

During the term of this Agreement, KP Sports will have the exclusive right to market and sell all existing and new inventory and marketing items for Sponsorship in compliance with University, Big Sky Conference and NCAA policies, except for inventory that is identified and mutually agreed upon in writing by both Parties as deemed necessary for "University or University Athletics purposes" as indicated in Appendix C. The University and KP Sports shall mutually agree, in writing, upon any and all current or future "new" inventory not listed in Appendix C that may be needed for "University or University Athletics purposes".

2.2a Television and Radio (games, coaches' shows)

The University has entered into various agreements with multiple television and radio media networks as it relates to promotion of athletic events including, but not limited to games and coaches shows as indicated in Appendix D. KP Sports will have the exclusive right to secure Sponsorships for all television and radio inventory made available to athletics.

2.2b In-game events, activities and features:

During the term of this Agreement, KP Sports will have the exclusive right to obtain Sponsorship for all existing and future in-game events, activities and features.

2.2c University's Official Athletic Website:

The University has created and will continue to control and produce the University's Official Athletic Website ("OAS"). On behalf of the University, KP Sports shall have the exclusive rights to secure all Sponsorship inventory for the OAS made available to the University which can include

a link to Sponsor websites from the OAS in compliance with the OAS' terms of use and privacy policies subject, however, to any prohibitions on such links in existing University contracts.

2.2d Venue Signage:

During the terms of this Agreement, KP Sports will have the exclusive rights to obtain Sponsorship for all existing as well as all future temporary or permanent signage (digital, electronic or otherwise) in all University athletic venues which are used for Sponsorship purposes, (stadiums, arenas, fields, buildings, athletic facilities) including any existing or future temporary venues used for Athletic purposes whereby signage rights are transferred to University Athletics for Sponsorship purposes. A description of current signage and unit costs are referenced in Appendix D.

When the University upgrades its existing signage or installs new signage (including jumbotrons, and other future enhancements), KP Sports will remain the exclusive seller of any Sponsorships related to these additional sales opportunities. KP Sports will ensure that all signage is in compliance with University rules and regulations.

2.2e Existing Message Board, Video Board and Public Address Announcements:

During the terms of this Agreement, KP Sports will have the exclusive rights to secure Sponsorship for all existing and future temporary or permanent message boards, video boards, and public address announcement systems which are under the control of University Athletics for Sponsorship purposes.

2.2f Game Programs:

The University will provide KP Sports the exclusive rights to sell Sponsorship space made available to the University in all football, men's and women's basketball and any other applicable sports game programs for all home games played by the University or those played on a neutral site deemed to be "home games" during its regular seasons subject to any neutral site agreement.

2.2g Other Printed Materials:

KP Sports will have the exclusive right to secure Sponsorship for all the University Athletics' printed promotional items.

2.2h Rivalry/ Special Competition Series:

KP Sports will work with the University in securing Sponsorship for any existing Rivalry Series or in promotion of any new special competition Series. KP Sports shall have the exclusive rights to sell Sponsorship opportunities based on the agreement with the Rivalry School that fall under University Athletics' control for the Rivalry Series for all athletic events and receive proper credit for the portion of revenues dedicated to University Athletics.

2.2i Hospitality:

KP Sports will have exclusive right to sell and secure additional corporate hospitality Sponsorship opportunities that are available and under the control of University Athletics for hospitality suites or rooms, hospitality tents or spaces in agreed upon areas such as tailgate areas, corporate areas or any other agreed upon areas.

2.2j Suite Sales:

KP Sports will have the exclusive right to sell corporate Sponsorship for suites except for those identified in Appendix C.

2.2k Events and Activities:

KP Sports will have the exclusive rights to secure corporate Sponsorship for agreed upon current and future University Athletics sponsored events, consistent with this Agreement.

2.2l Naming Rights:

In addition to its internal efforts to secure naming rights for certain athletic facilities, which will be pursued in accordance with Idaho State Board of Education policies and procedures, if the University decides to work with an outside agency to secure naming rights, the University hereby grants KP Sports an opportunity to negotiate in good faith according to University policy and procedures such naming rights for mutually agreed upon athletic facilities. If exclusive rights are given and accepted by KP Sports, a separate agreement will be made and agreed upon by both parties to include a separate compensation to KP Sports.

2.2m Other Existing or Future Sponsorship Items, Activities or Events:

University Athletics and KP Sports acknowledge that additional Sponsorship revenue opportunities will become available in the future that are not identified currently including, but not limited to: upgrades to current venues and facilities; athletic signage; activity of sponsor-related events; and any other future athletic-related inventory that provides new or additional sales opportunities. KP Sports will maintain exclusive rights to secure Sponsorship for said additional existing and future opportunities, so long as they are within the intent of the terms of this Agreement and except for those deemed for "University or University Athletics purposes". The University further agrees that it will not unreasonably restrict or reduce any future or "like" inventory reserved for University or University Athletic Sponsorship purposes as identified in Appendix C.

SECTION THREE: SPONSORSHIP LIMITATIONS AND FULFILLMENT***3.1 Reduction of Opportunities:***

If any existing inventory, marketing items, or Sponsorship contemplated by the parties under this Agreement is later eliminated or changed, or prohibited by a change initiated by the University or University Athletics, or change by NCAA status or rules, or restricted by force majeure or otherwise reduced for reasons outside of KP Sports control, which adjustment or change materially impacts the terms of this Agreement, KP Sports shall exercise its sole and exclusive remedy for said eliminated, limited or restricted inventory, marketing rights or Sponsorship by renegotiating the guaranteed minimum sales or performance targets with the University in good faith. If an agreement cannot be obtained through the renegotiation process, KP Sports has the right to terminate this agreement as outlined in Section 5.

3.2 Prohibited Categories of Sponsorship:

KP Sports agrees not to sell or obtain Sponsorship for the restricted or prohibited categories for Sponsorship throughout the entire Term of this Agreement, unless otherwise agreed to by the University in writing. The University shall have the exclusive right to disapprove any Sponsor or Sponsorship category that represents products or services that are in violation of the University or University Athletics policies or written practices for the length of the Agreement, or that the University deems will adversely affect the University's reputation. The University agrees to provide in writing the prohibited categories of Sponsorship to KP Sports as indicated in Appendix E. KP Sports agrees to provide to University Athletics information regarding prospective Sponsors for approval or disapproval.

3.3 Existing Sponsorship Agreements and Contracts:

The University has revealed existing multi-year Sponsorship contracts and their individual values that extend past the 2012-13 Athletic year as identified in Appendix B. KP Sports will not receive credit for the original amount of these Sponsorship contracts whose term exceeds the 2012-13 Athletic year, however the University grants KP Sports the rights to sell additional Sponsorship opportunities to these existing multi-year sponsors beyond their current sponsorship amount. Upon expiration of said multi-year agreements sold by University and during the term of this Agreement, KP Sports will have exclusive rights to renew and secure sponsorship from those identified as Existing Multi-year Agreements.

The University and KP Sports further agree that for any multi-year sponsorship sold and/or credited to KP Sports whereby the Sponsorship Agreement's term lasts beyond the initial term and applicable annual extensions of this Agreement, will be credited to KP Sports with appropriate commissions to be paid to KP Sports upon expiration of the Multi-year Sponsorship Agreement as outlined in Section 4 Fees and Payments.

3.4 University Athletics-Wide Contracts:

University Athletics may have or will have University Athletics-wide Agreements or Contracts that involve exclusive rights to market, sell, distribute or provide certain products or services that the athletic department receives benefit from such Agreement. Whereas such Agreements with University Athletics result in certain revenues or benefits back to University Athletics and in return Sponsorship rights are granted to the vendor, the portion of the Sponsorship revenue which benefits University Athletics is monetarily credited to KP Sports as outlined in Section 4 Fees and Payments unless otherwise agreed upon and identified as "exceptions" in Appendix C.

3.5 Trade Agreements and Income:

KP Sports recognizes the importance of Trade Agreements to the University athletic operations. The University has identified a summary of all existing Trade or In-Kind Sponsorship accounts listed in Appendix B. For all the identified existing Trade Agreements, KP Sports receives 100% credit upon renewal of those identified in Appendix G toward the Non-Cash Guarantee upon expiration of each agreement.

For all new trade opportunities that the University has approved as financially beneficial to athletics, KP Sports will receive a credit of 60% of the current cash fair market value of the trade toward the Non-Cash Guarantee as outlined in Section 4 Sponsorship Fees and Payments until the expiration of each agreement.

Since the University Athletics will use the trade for its internal needs, the University will continue to manage the trade account reconciliation process and audit for all trade for the term of this Agreement.

3.6 Fulfillment of Sponsorship Elements:

KP Sports and the University agree to work together to maintain, support and provide proof of fulfillment of all sponsorship elements. KP Sports and the University agree to work together to maintain documentation showing fulfillment of all applicable sponsorship items including but not limited to: radio, television and other applicable media affidavits, copies of game programs, posters, media guides and ticket-backs; samples of give-away items, pictures of venue signage; scripts or game day operational logs and other needed information.

The University is responsible for payment of all related fulfillment costs that are not passed on to the Sponsor for all current multi-year sponsorship agreements as well as all new sponsorship agreements. The University has final approval of all items included in the sponsorship agreement.

3.7 Employees:

KP Sports agrees to staff a minimum of one employee who lives in the same city as or in close proximity to the University's location, in support of this Agreement. Unless specifically agreed to otherwise, KP Sports reserves the right to replace any particular employee provided by KP Sports under this Agreement with one of equal or superior qualifications. Employees of KP Sports must abide by all applicable rules and regulations of the University. KP Sports performs background checks on employees using criteria commensurate with University regulations regarding background checks for employees. The University may also require KP Sports to replace any employee working with University Athletics, at the University's sole discretion.

SECTION FOUR: SPONSORSHIP FEES and PAYMENT

4.1 Fee Arrangement:

The following Minimum Net Sponsorship Revenues as stipulated below shall be guaranteed to the University during the initial term of this Agreement.¹

Fiscal Year	Cash Guarantee	Non- Cash Guarantee²	Total Guarantee³	Revenue Share After Guarantee
2013-14 ⁴	\$325,000 <i>21Q</i>	\$310,000 <i>22D</i>	\$635,000	60% to ISU 40% to KP Sports
2014-15	\$375,000	\$315,000	\$690,000	60% to ISU 40% to KP Sports
2015-16	\$450,000	\$320,000	\$770,000	60% to ISU 40% to KP Sports
2016-17	\$475,000	\$325,000	\$800,000	60% to ISU 40% to KP Sports
2017-18	\$475,000	\$325,000	\$800,000	60% to ISU 40% to KP Sports

Notes:

1. Upon consent by both Parties to extend this Agreement beyond the initial term, Guarantee and Revenue Share amounts will be negotiated and mutually agreed upon.
2. As indicated under section 3.5 Trade Agreements and Income, all existing trade accounts listed in Appendix B are credited at 100% upon renewal toward the non-cash guarantee for the term of this Agreement. All new trade agreements approved by ISU will be credited at 60% of the current cash fair market value of the trade toward the Non-Cash Guarantee.
3. Total Guarantee consists of cash plus trade valued at 100% of gross sales for each corresponding fiscal year.
4. First year guarantee could be reduced if selling time is adversely affected due to timing associated with finalization of contract (if occurs, then both Parties will agree on amount, if does not need to occur, this note will be deleted upon execution).

4.2 Invoicing/Collecting of Sponsorship Revenues:

KP Sports is responsible for invoicing and collecting all new Sponsorship cash revenue and payments for Sponsorships sold or credited to KP Sports and the University under the term and

applicable extensions of this Agreement, except for those whose termination date goes past the 2012-13 fiscal year identified as current "multi-year Agreements" as indicated in Appendix B. For those multi-year agreements, the University will continue to invoice and service those accounts until expiration. Whenever necessary, the University's agrees to assist in KP Sports efforts to collect payment of Sponsorship revenues.

4.3 Compensation to KP Sports:

Management Fee: The University agrees to pay KP Sports a management fee of \$8,500 per month for 6 months as follows: For FY 2013-14, 6 monthly payments to begin on May 1st, 2013 and end October 1st, 2013. For FY 2014-15 through end of Agreement, the 6 month installment will be paid to KP Sports on the first of each month beginning with January 1st, 2014 through June 30th, 2018.

All payments are due and payable to KP Sports and Entertainment, LLC at: P.O. Box 67335, Albuquerque, NM 87193-7335, or other address that KP Sports may designate in the future

4.4 Compensation and payments to the University:

Guarantee:

KP Sports is responsible for payment of cash revenues to the University up to the guarantee amount indicated in Section 4.1 Fee Arrangement according to the below payment distribution.

Revenue Share:

KP Sports will compensate the University for the appropriate revenue share amount after the guarantee is met as follows:

All University approved new non-cash (trade) above the stipulated guarantees will be accounted for with the appropriate credit as indicated in 3.5 Trade Agreements above, and will be subtracted from the amount owed in cash to the University according to the revenue share amounts listed above in Section 4.1 Fee Arrangement for each fiscal year.

Reporting and Auditing:

KP Sports is responsible for providing sponsorship reports, financial reports and summaries to the University at least once a month for reconciliation and audit purposes. Both Parties agree that if there is any discrepancy in amount credited, an agreement will be made at least 30 days prior to distribution of payments made or by November 30th and May 31st of each corresponding year.

Payment distribution:

Revenues owed to the University by KP Sports as outlined above will be paid in semi-annual installments on or before December 31st and June 30th of each Athletic Year, with the first payment to be made on or before December 31st, 2013 and final payment to be made on or before June 30th, 2018.

SECTION FIVE: MISCELLANEOUS PROVISIONS

5.1 Termination: This entire Agreement may be terminated under one or more of the following conditions and in the manner specified:

- (i) immediately upon material breach by thirty (30) days advance written notice from the injured party. Thirty days shall be given to cure any such breach before termination becomes final;

- (ii) failure to meet the minimum guarantee in any year of the Agreement;
- (iii) immediately upon written notice, in the event that either party files for bankruptcy or for some similar process of protection against creditors;
- (iv) as may be mutually agreed in writing;
- (v) when an unforeseeable event or activity including but not limited to changes with NCAA rulings, University or University Athletics policies or changes, reduction in inventory as specified under Section 3.1, Reduction of Opportunities, or force majeure, reasonably limits KP Sports' ability to meet performance and financial targets as referenced in this Agreement.

In the event of termination after acceptance by the University of this Agreement, the University is responsible for all commissionable sales revenues due to KP Sports according to Section 4: Sponsorship Fees and Payment, of this Agreement. If termination occurs prior to the end of the initial term and corresponding extensions, if any, the net revenue guarantee is not applicable and the University is responsible for paying all commissionable sales, or 40% of gross Athletic Sponsorships revenues sold and or credited including payment of commissions owed on multi-year agreements that extend past termination under the terms of this Agreement.

5.2 Force Majeure: Neither party will be considered in default of failure to perform its obligations when such cause or delay arises out of causes beyond the reasonable control of each Party. Such causes may include but are not limited to acts of God, acts of terrorism, fires, floods, unusually severe weather, epidemics and strikes. If such event continues for more than 30 days without foreseeable probability of removal or recovery of the force majeure event, the parties have the right to terminate this Agreement without further obligation. Upon learning of such event, the terminating party will inform the other party in writing of its intent to terminate this Agreement.

5.3 Limitation of Liability: KP Sports, its officers, directors, employees, and agents will not be liable to University or any other party for any special, incidental, indirect, general or consequential damages, including, but not limited to, damages or costs incurred as a result of loss of time, loss of savings, loss of property, loss of data or loss of profits, which may arise in connection with the services, regardless of whether KP Sports has been apprised of, had other reason to know, or in fact knew of the possibility or likelihood of such damages occurring.

The limitation of liability for KP Sports, its officers, directors, employees and agents does not extend to claims or remedies sought in contract, tort, products liability or otherwise based on gross negligence or malfeasance.

5.4 Indemnification: KP Sports agrees to and shall defend, hold harmless and indemnify the University and their officers and employees from and against any loss, damage, injury, liability, suits, claims and proceedings arising out of the performance of this Agreement or which are caused in whole or in part by KP Sports' acts, omissions, failure to act, or negligence of KP Sports' agents, volunteers, or employees, except where the claim arises out of the sole negligence of the University.

5.5 Warranty: Each party warrants that it has the right and power to enter into this Agreement and that an authorized representative has executed this Agreement. KP Sports warrants that the services

will be performed in a professional and workmanlike manner in accordance with recognized industry standards. KP Sports expressly disclaims all other representations or warranties of any kind, expressed or implied, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose or non-infringement. KP Sports further expressly disclaims any representations or warranties concerning whether the services will produce any result or perform any particular function, except as set forth in this Agreement.

5.6 Independent Contractor: In following their respective obligations under this Agreement, the parties are and shall be and act at all times as independent contractors and at no time shall either party make or have the authority to make any commitments or incur or have the authority to incur any charges or expenses for or in the name of the other party.

5.7 Insurance: KP Sports shall at all times during the term of this Agreement maintain general liability insurance including automobile coverage and any statutorily required worker compensation insurance as required by law, with such limits as customarily maintained by similar companies. KP Sports current general liability coverage is \$1,000,000 per occurrence and \$2,000,000 aggregate per year. KP Sports coverage for workers compensation will be established upon authorization of Agreement and comply with minimum requirements by state and city.

5.8 Hiring Of Employees: During the term of this Agreement and for one (1) year after its termination, neither party shall solicit or hire any current employee of the other party without the prior written Agreement of the other party to the extent permitted by law.

5.9 Waiver and Severability: Failure by either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision nor in any way affect the validity of this Agreement or any right thereof or the right of the other party thereafter to enforce each and every provision. The provisions of this Agreement are declared to be severable and any provision of this Agreement that is determined to be void or unenforceable by a court of competent jurisdiction shall not affect the enforceability of the remaining provisions herein, and the remaining provisions shall be enforced as if this Agreement was originally written without the invalid provision, unless the surviving Agreement does not materially comport with the Parties' original intent.

5.10 Proprietary Information and Property: KP Sports acknowledges that the University may be subject to certain laws or statutes pertaining to releasing of records. To the extent consistent with said laws or statutes, the University will maintain the confidentiality of all such KP Sports information marked confidential or proprietary including, but not limited to: marketing and sales models, prospect and customer lists; Sponsorship and revenue models for any and all services and information developed and provided by KP Sports in fulfillment of this Agreement.

5.11 Entire Agreement: This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and shall supersede all proposals or prior Agreements, oral or written, and any other communication between the parties relating to the subject matter of this Agreement.

5.12 Modification: No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and signed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or

affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and signed by authorized representatives of both parties.

5.13 Successors: This Agreement shall inure to the benefit of and be binding on the successors and valid assigns of both parties.

5.14 Disputes: Both parties agree that, should disputes arise from the interpretation or implementation of this Agreement, responsible representatives of each party shall meet in good faith to seek a resolution. In the event it becomes necessary to adjudicate the terms of this Agreement, the prevailing party will be entitled to reimbursement by the other party of its reasonable attorneys' fees and related expenses.

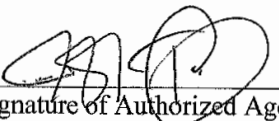
5.15 Assignment: Neither party shall assign this Agreement or any of its respective rights or obligations under this Agreement without the prior written consent of the other or non-assigning party.

5.16 Governing Law: The parties agree that this Agreement will be enforceable pursuant to the laws of the State of Idaho, without respect to its conflicts of law rules. Any action to enforce or interpret this Agreement shall be filed and heard only in Bannock County, Idaho.

The University's address is: 921 S. 8th Ave., Stop 8173, Pocatello, ID 83209. As an agent of Idaho State University agrees to the terms and conditions of this Agreement and herein represents that he/she has authority to enter into binding contracts on behalf of the University.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

IDAHO STATE UNIVERSITY:

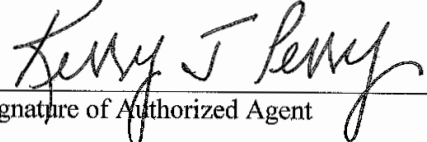

Signature of Authorized Agent

JEFF TINGEY
Printed name of Authorized Agent

Assistant Vice President for Student Affairs
Title of Authorized Agent

Date

KP SPORTS AND ENTERTAINMENT, LLC:


Signature of Authorized Agent

Kerry J. Perry
Printed name of Authorized Agent

President
Title of Authorized Agent

5/10/13
Date

APPENDIX A:
UNIVERSITY SPONSORSHIP AGREEMENT(S)

**ADJUSTMENTS TO TRADE AND CASH GUARANTEE
TO AGREEMENT BETWEEN ISU AND KP SPORTS 9.26.13**

ISU Exhibit 1 - from RFP

Name	Amt Reported in Trade	Reduction to Trade Guarantee	Amt Reported in Cash	Reduction to Cash Guarantee
Action Rental	5000			
Alameda Vision	2500			
All American	2500			
Best Western	5000			
Bingham Memorial	50,000	\$15,000	\$80,900	\$6,400
Bridge	625	625		
Butcher Block	1200	1200		
Buffalo Wild Wings	1500			
Cable One	37400			
Chili's	5000			
Clarion Inn	7500			
Comfort Inn	1800			
Dex	43785	43785		
Facial	5000			
Hays	1000	1000		
ISG	1200	1200		
ISJ	27368			
JHCC	600			
Jimmy Johns	7500			
KIDK 3	18670			
KIFI 8	26460			
KPVI 6	26530			
KSEI	22500			
Lamar Advertising				
Marriott	5000			
Mauseth DDS	5000			
Meyers Anderson	11000			
New Day Products	6000			
Papa Johns	4500			
Perkins	1200			

**BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 16-17, 2025**

ATTACHMENT 1

PMC*	35000*		50000*	
Pressbox	660	660		
Ramada Inn	5000			
Red Lion	5000			
Ruby Tuesday	7000			
Sandpiper	2400			
Sandtrap	635	635		
Sierras	1500	1500		
Sign Up	5000			
Steele & Associates	20000			
Syringa Wireless	60000			
Valley Office	10565			
Western Cat	7000			
Yellowbook	13920	13920		
ADJUSTMENTS TO				
TRADE AND CASH		\$79,525.00		\$6,400.00

Notes

renewed by KP
renewed by KP

*Using PMC as offset -
reduction to trade is
\$15,000; reduction in
cash \$6,400
Donna's - no credit to
KP
Donna's - no credit to
KP

Donna- no credit to KP
Donna's - no credit to
KP

Ok excluded

\$ not included

renewed by KP

renewed by KP

used to offset
Bingham trade that
was not sold
Donna's - no credit to
KP

Donna's - no credit to
KP

Donna's - no credit to
KP



2400 Dallas Parkway, Suite 500

Plano, TX 75093

469-241-9191

www.learfield.com

October 13, 2016

Mr. Jeff Tingey
Director of Athletics
Idaho State Athletics
921 S 8th, Stop 8173
Pocatello, Idaho 83209-8173

Dear Jeff:

As you know, Idaho State University (the "University") and Bengals Sports Properties, LLC ("BSP") (successor in interest to KP Sports and Entertainment, LLC) are parties to that certain Sponsorship Rights Agreement executed on behalf of the University on May 13, 2013 and on behalf of BSP on May 10, 2013, as amended by Sponsorship Rights Addendum #1 executed on November 5, 2013, as amended by Sponsorship Rights Addendum #2 executed on September 8, 2015 (the "Agreement").

This letter agreement (the "LOA") sets forth the parties' agreement to, among other things, extend the term of the Agreement, and to modify the financial terms of the Agreement. Capitalized terms not otherwise defined in this LOA shall have the meanings ascribed thereto in the Agreement.

The University, Learfield and BSP agree as follows:

- A. Extension of the Term. The term of the Agreement is hereby extended through June 30, 2026 (the "Term"). Each "Athletic Year" during the Term shall commence as of July 1 and continue for 12 months through June 30.
- B. Grant of License. The University reconfirms its grant to BSP, for the duration of the Term, of the exclusive worldwide license to (i) the Sponsorship Rights and (ii) those items listed in Exhibit A attached to this LOA and made a part hereof (collectively, the "Multi-Media Rights").
- C. Guarantee/Revenue Share. Commencing with the 2016-17 Athletic Year, in lieu of compensating the University as set forth in Section 4 of the Agreement, BSP will pay the University the guaranteed rights fee set forth in the following chart (the "Guaranteed Rights Fee"). BSP will also pay the University fifty percent (50%) of the amount by which Adjusted Gross Revenue

("AGR")¹ exceeds the AGR Threshold Amount set forth in the following chart (the "AGR Threshold Amount"):

Athletic Year	Guaranteed Rights Fee	AGR Threshold Amount
2016-17	\$360,000	\$800,000
2017-18	\$360,000	\$800,000
2018-19	\$380,000	\$840,000
2019-20	\$380,000	\$840,000
2020-21	\$400,000	\$880,000
2021-22	\$400,000	\$880,000
2022-23	\$440,000	\$960,000
2023-24	\$440,000	\$960,000
2024-25	\$460,000	\$1,000,000
2025-26	\$460,000	\$1,000,000

The Guaranteed Rights Fee described above is based upon all of the Assumptions (as defined below) being accurate. If any or all of the Assumptions do not occur, are not accurate or do not remain in effect for the entire Term, then such occurrence shall constitute a Diminishing Event and the process set forth in the definition of a Diminishing Event shall be followed. "Assumptions" means that, at a minimum, (i) the inventory and merchandising elements (e.g., signage, tickets, hospitality, suite access, etc.) available to BSP is not less than what was available to BSP during the 2015-16 Athletic Year and (ii) all of the rights licensed exclusively to BSP under the Agreement are available to BSP in substantially the same form throughout the Term.

All Guaranteed Rights Fee payments owed by BSP under the Agreement shall be paid in two equal installments, one-half on or before January 15th of each Athletic Year, and the balance on or before July 15th of the following Athletic Year, with a final settle up, if any, derived through the AGR Threshold Amount, to be paid no later than October 31st of the following Athletic Year.

"Diminishing Event" means any event, action, change in circumstances or occurrence which has the effect or is likely to have the effect of diminishing or eliminating or otherwise negatively impacting BSP's Multi-Media Rights, including but not limited to the following: (1) any refund or credit which BSP is required to provide a sponsor because of the failure of signage not being functional and operational; (2) new naming rights to all or part of a University owned facility granted to a third party that is a competitor of an BSP sponsor who holds exclusivity rights in a sponsorship category; (3) University's football team or men's basketball team incurs disciplinary sanctions that prevent the team from appearing in conference championship games or post-season conference tournaments, NCAA or NIT tournaments; (4) the University's football team or men's basketball program is eliminated or substantially curtailed; (5) the football team or men's basketball program is no longer a member of the Athletic Conference or any other comparable conference; (6) BSP loses part or all of a source of revenue or any of its Multi-Media Rights as a result of an action taken by the Athletic Conference applicable to the University whether by rule, regulations or contract; (7) the signage of a corporate sponsor of other partners of the University

¹ "AGR" means BSP's gross collected revenue less the following: (i) agency commissions, (ii) sponsor fulfillment costs such as tickets, merchandise, promotional elements and out-of-pocket costs of sales, (iii) third party rights fees such as NCAA or NIT related sponsorship fees, (iv) collection and/or litigation expenses incurred by BSP in connection with any third party litigation related to BSP's performance under the Agreement, including but not limited to those incurred in connection with collection efforts against sponsors, and (v) any other credits, deductions or adjustments (including labor to hang signs) provided for under this LOA or are identified as deductions from AGR in a separate writing signed by the parties.

or the University or a sponsor of a conference network or other broadcasting network ("Third Party Signage") in and around University athletics facilities ("Athletic Areas") encroaches upon BSP's sponsor's signage by reason of the Third Party's signage being visible either during a telecast or by the general public in the Athletic Areas (for the avoidance of doubt and clarification, the signage identifying the network broadcasting a University athletic event or show from Athletic Areas shall not be deemed an encroachment in the Athletic Areas); (8) the revenue from a conference agreement attributable to the University and owed to BSP under the terms of this LOA is not paid over to BSP; or (9) if the University and/or its athletic department are the subject of a "material adverse event"² whether due to sanctions by the NCAA for major violations or otherwise; or (10) the University's material breach of the LOA/Long-Form Agreement. For the avoidance of doubt, a material adverse event does not include poor performance by or a losing record of a University athletic team.

In the event of a Diminishing Event, the following process shall be initiated: BSP shall submit to the University a substantiation of the value attributable to the rights which are not available or the rights which are negatively affected by the Diminishing Event along with reasonable substantiation for its calculation whereupon the parties will meet within thirty (30) days thereafter to discuss BSP's calculation and agree upon the remedy for the Diminishing Event, which could include any of the following or a combination thereof: (i) a reduction in the Guaranteed Rights Fee; (ii) an extension of the Term; (iii) granting BSP additional Multi-Media Rights; (iv) providing BSP with additional tickets; or (v) any other remedy that the parties may agree upon. The parties agree that the remedy agreed upon may under certain circumstances remain in effect beyond the Athletic Year in which the Diminishing Event occurs due to the fact that some Diminishing Events can have an effect that lasts beyond the Athletic Year in which it occurs. If it is agreed that a remedy is necessary or appropriate, the parties will continue to negotiate in good faith until a remedy is agreed upon. The parties acknowledge and agree that the process for a Diminishing Event is the exclusive remedy under this LOA for any set of facts or action or inaction that constitutes a real or alleged Diminishing Event, and that in no event shall any such facts or action or inaction be the basis for termination of this LOA due to the material breach by a party. In any event, any undisputed portion of the Guaranteed Rights Fee (i.e., the amount of the Guaranteed Rights Fee less the adjustment proposed by BSP) shall be paid in accordance with the schedule in Section C of this LOA. The parties further agree that in the event of a Material Rule Change that results in BSP losing significant rights hereunder (e.g., the loss of a significant sponsorship category, the loss of any Multi-Media Rights, etc.), then such loss of rights shall be deemed a material breach of this LOA, and, in addition to any other rights or remedies it may have in law or in equity, BSP shall have the right to terminate this LOA if such rights are not restored within 30 days of the University receiving notice from BSP of such material breach.

D. Reductions to the Guaranteed Rights Fee. A Diminishing Event shall be deemed to have occurred and the process for a Diminishing Event shall be initiated if any one or all of the following events occur and thereby reduce BSP's revenue during the Term:

- i. University's football or men's basketball team incurs disciplinary sanctions which prevent the team from appearing in the conference championship games or post-season

² "Material adverse event" means an event, action, conduct, investigation or situation on campus at the University of such a negative or adverse nature that sponsors or potential sponsors considering sponsoring University athletics are prompted to discontinue sponsorships or the pursuit of new or replacement sponsorships as a result of not wanting to be associated with the negative image or scandal; provided, however, that such material adverse event must not have been directly caused by any act or omission of BSP or its employees or subcontractors.

conference tournaments, NCAA playoffs, or NCAA or NIT tournaments;

- ii. The football or men's basketball program is eliminated or substantially curtailed;
- iii. In any Athletic Year, University plays fewer than five (5) home football games or fourteen (14) home men's basketball games at Holt Arena or Reed Gym;
- iv. The University is no longer a member of the Big Sky Conference or any other comparable conference;
- v. The University is party to any agreements with third parties not disclosed in this LOA (including verbal agreements) that conflict with the rights granted to BSP hereunder;
- vi. Should any force majeure event beyond the control of either Party (e.g., acts of terrorism, acts of state or the United States, strikes, labor shortages, epidemics or any natural disaster, including, but not limited to, flood, fire, earthquake, tornado, hurricane or extremely severe weather conditions, drought, loss of power, whether or not resulting from a natural disaster) prevent a University football or men's basketball game being played at its originally scheduled athletic venue (provided, however, the parties recognize that it is preferred that University reschedule a game at a different date or time in an effort to keep the game as a home game instead of moving the location of the game to the visiting team's home venue or to a neutral venue, and that rescheduling a home game due to a force majeure event will not result in any reduction in the Guaranteed Rights Fee);
- vii. If as a result of some action by the conference BSP loses part or all of a source of revenue; or, if there is a Material Rule Change or a Conference Change that materially diminishes or restricts BSP's ability to obtain sponsorship agreements or to otherwise exercise its licensed rights under this LOA. For purposes of this section, a "Material Rule Change" means (a) any change in applicable law, rule, regulation or order of any governing authority having jurisdiction over the University (specifically including without limitation the University's Board of Trustees) (b) any change in applicable constitution, bylaws, regulations or policies of the NCAA or any athletic conference in which the University is a member (an "Athletic Conference"), (c) any change in any NCAA and Athletic Conference policies and agreements, (d) any change in policy or practices of the University or its Athletic Department related to the licensed rights, including without limitation any restrictions or limitations on the nature of permissible categories for which BSP may sell sponsorships, or (e) any other change in restrictions or impairments upon BSP's exercise of its sponsorship or related rights with respect to the licensed rights caused by actions of the University, its employees, agents or anyone affiliated with the University (which action is previously approved by the University). For purposes of this section, a "Conference Change" means a change in the University's Athletic Conference affiliation or a material change in the nature of the Athletic Conference, whether because of (i) the University's withdrawal or departure from an Athletic Conference with which it is a member or (ii) the Athletic Conference disbands or merges with another conference or (iii) there are more than two (2) member changes in the Athletic Conference's membership within any twenty-four (24) month period (whether voluntary or involuntary departure or whether additions or contractions);
- viii. If, during the Term, the University and/or its athletics program is the subject of Material Adverse Publicity (as defined below), whether due to sanctions by the NCAA for major violations in its athletic programs or otherwise, which Material Adverse Publicity

materially diminishes or restricts BSP's ability to retain or obtain sponsorship agreements or to otherwise exercise the licensed rights. For purposes of this section, "Material Adverse Publicity" means public attention or scandal in the form of television, print media, internet news reports, or other public news reporting, after the date hereof, that arises from and relates to activities, conduct, investigations or situations on campus at the University or affecting or relating to the University's athletic programs and which public attention or scandal is of such a negative or adverse nature that sponsors or potential sponsors are prompted to discontinue sponsorships or the pursuit of new or replacement sponsorships as a result of not wanting to be associated with the negative image or scandal; provided, however, that such Material Adverse Publicity must not have been directly caused by any act or omission of BSP or its employees or subcontractors; or

- ix. If, during the Term, a University athletic team refuses and fails to play a scheduled regular season game or post-season game for which it is eligible; provided, however, that such failure to play a game must not have been directly caused by an act or omission of BSP or its employees or subcontractors.

- E. Trade. During each Athletic Year of the Term, BSP will endeavor to provide trade (goods or services requested by the University in exchange for sponsorship rights) to the University's athletic department in the amount set forth beside such Athletic Year in the chart below (the "Trade Threshold Amount"). If BSP provides University's athletic department with trade benefits in excess of the Trade Threshold Amount in any Athletic Year, University will pay BSP a commission of sixty percent (60%) of such excess. For the avoidance of doubt, trade shall not include tickets.

Athletic Year	Trade Threshold Amount
2016-17	\$400,000
2017-18	\$400,000
2018-19	\$410,000
2019-20	\$410,000
2020-21	\$420,000
2021-22	\$420,000
2022-23	\$430,000
2023-24	\$430,000
2024-25	\$440,000
2025-26	\$440,000

- F. Office Space. University will provide, at no additional cost to BSP, suitable office space (one shared private office) for four BSP personnel within or proximate to the University's athletic department. University shall also provide standard office equipment, technology infrastructure, and furniture such as desks, chairs, phones, email access and internet access. If BSP desires to expand its staff to improve its ability to carry out its responsibilities under the Agreement, University shall provide BSP with additional office space in reasonable proximity to the University's athletic department.

- G. Tickets/Suites/Parking. Throughout the Term, University will, at no cost to BSP, provide BSP with the following number of tickets, at a minimum (the "Base Ticket Amount"):

Sport	Number of Season Tickets	Number of Individual Game Tickets
Football	600	2,000

Men's Basketball	400	800
Women's Basketball	250	300

Should BSP require additional tickets (beyond the Base Ticket Amount), BSP will pay the University seventy five percent (75%) of face value for such tickets. Each Athletic Year during the Term, University will also, at no cost to BSP, provide BSP with not less than the number of parking passes and hospitality passes provided to WSP during the 2015 – 2016 Athletic Year. Locations of tickets, parking passes and hospitality passes shall be consistent with past practice.

- H. Hospitality. At no additional cost to BSP, the University will provide BSP access and tickets to all hospitality areas that are currently utilized to fulfill advertising/sponsorship agreements.
- I. Official Athletic Internet Site ("OAS"). Upon execution of this LOA, the University will extend its OAS contract with Learfield's affiliated entity, SIDEARM Sports, LLC ("SIDEARM") to be co-terminous with the Term of the LOA provided for herein. Upon execution of this LOA, BSP shall be responsible for all payments owed to SIDEARM under the OAS contract.
- J. Trademark Licensing Services. Upon expiration of its current licensing agreement, the University will give good faith consideration to entering into a new licensing agreement with Learfield Licensing Partners, LLC ("LLP") as its exclusive trademark agent to be co-terminous with the Term of the LOA provided for herein. The rights granted to LLP under the new licensing agreement will be at least as favorable as those rights granted to University's current licensing partner, but University shall not be required to enter into such an agreement with LLP.
- K. ANC. Upon execution of this LOA, University will give good faith consideration to engaging ANC Sports Enterprises, LLC ("ANC") to provide any new signage in any University owned or controlled athletic facility and to be the ongoing content provider for such new signage, but University is not required to use ANC.
- L. Ticketing. Upon execution of this LOA, the University will give good faith consideration to entering into a ticketing agreement with IMG Learfield Ticket Solutions, LLC ("IMGLTS").
- M. Additional Rights. The University hereby assigns to BSP all of its rights under each of its existing sponsorship contracts in any and all categories other than the pouring rights, apparel and university housing categories.
- N. Healthcare Category. Upon expiration of the University's current sponsorship contract with Idaho Orthopedics, which commenced on March 1, 2011 and expires on March 1, 2021 (the "Idaho Orthopedics Contract"), BSP shall have the exclusive right to contract with sponsors in any healthcare related category. Upon such date, University and BSP shall each receive fifty percent (50%) of any revenue received from a sponsorship in the Healthcare category ("Healthcare Category Revenue") above the amount of Healthcare Category Revenue received during the final Athletic Year of the Idaho Orthopedics Contract. As used in this paragraph, "Healthcare" means the sponsorship categories of hospitals and orthopedists only. For example, if \$200,000 of Healthcare Category Revenue is received during the final Athletic Year of the Idaho Orthopedics Contract and \$220,000 of Healthcare Category Revenue is received during the following Athletic Year, the University and BSP will each receive \$10,000, and such amounts will not be included in the calculation of AGR.

The Parties acknowledge that the University may solicit a partnership with a local hospital, but that partnership will not include any inventory that is available to BSP. BSP shall have the

exclusive right to negotiate such inventory with the local hospital. However, in the event that the University does include inventory in such partnership (including, but not limited to, BSP's existing sponsorships with PMC or Bingham Memorial) and BSP loses revenue, BSP's exclusive remedy shall be that the Guaranteed Rights Fee will be reduced dollar-for-dollar to match the loss of revenue. If, as a result of the execution of such a partnership, BSP negotiates a sponsorship whereby the revenue increases, University and BSP shall each receive fifty percent (50%) of such excess.

- O. Naming Rights. In the event University desires to engage a third party to market or sell naming rights to any athletic facility at any time during the Term, BSP and its affiliates shall have the exclusive right to provide such services, with the compensation for such services to be mutually agreed upon prior to BSP providing such services. For purposes of this paragraph, "third party" means a non-University entity.
- P. Expenses. University shall continue to, at no cost to BSP, pay all expenses described in the Agreement, including, but not limited to, all travel, radio, talent and print expenses.
- Q. Binding Effect; Long-Form Agreement. **This LOA, when fully executed and delivered, shall be a binding and legally enforceable contract, upon which we may each rely.** The parties will work in good faith to promptly finalize and execute a long-form Amended and Restated Multi-Media Rights Agreement incorporating the terms of this LOA and those provisions of the Agreement that will continue (the "Long-Form Agreement"). The parties will endeavor to have a Long-Form Agreement finalized and executed within 90 days from the date of this LOA. Until such time as the Long-Form Agreement is finalized and executed, the Agreement as modified by this LOA shall serve as the binding agreements between the parties with respect to the subject matter hereof. To the extent there is a conflict between the Agreement and this LOA, this LOA shall control.
- R. Counterparts. This LOA may be executed in counterparts by facsimile or electronic signature, each of which shall be deemed an original and each counterpart together shall constitute one document.
- S. Entire Agreement. This LOA, along with the Agreement, constitutes the entire agreement between the parties and supersedes all other agreements, arrangements and understandings with respect to the subject matter hereof.

[Signature Page Follows]

If the foregoing is in accordance with your understanding, please sign one copy of this LOA and return it to me by electronic mail (.pdf). We look forward to a successful relationship!

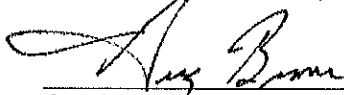
GO BENGALS!

Sincerely,

BENGALS SPORTS PROPERTIES, LLC

By: Learfield Communications, Inc., its Member

By:

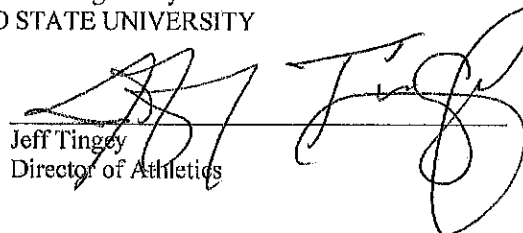


Greg Brown
President and Chief Executive Officer

Accepted and Agreed by:

IDAHO STATE UNIVERSITY

By:



Jeff Tingey
Director of Athletics

EXHIBIT A
EXCLUSIVE WORLD-WIDE MULTI-MEDIA RIGHTS

University grants BSP the exclusive, world-wide multi-media athletic rights as indicated in the body of the LOA during the Term set forth therein, subject to the terms and conditions of the LOA. In addition to the rights set forth in the body of the LOA, BSP's Multi-Media Rights include all commercially viable and marketable rights around University athletics, including, but not limited to all radio programming (live play-by-play, coaches' call-in and magazine shows, daily reports, webcasts, satellite rights, etc.), certain television rights (coaches' television shows), publishing (game day programs, official newspapers, schedule cards, schedule posters, etc. including at-event sales), OAS, hospitality, promotions and at-event impact opportunities (Fan Fest-type events, headsets, backdrops, field goal nets, sideline rights, bench rights, sampling, giveaways, contests, etc.), all athletic venue signage and promotion, use of certain marks and logos on a non-exclusive basis, etc.

These rights include, but are not limited to, the following:

- **Football and Men's Basketball Game Programs/Roster cards**
- **All Other Sports Programs/Roster cards**
- **Official Athletic Publication**
- **Holt Arena Advertising and Sponsorship During Football Games:**
 - Electronic ribbon-board fascia displays
 - Temporary signage
 - Videoboard sponsorship displays and promotions at all events
 - Tarps (on sidelines and/or end zone)
 - Team entry canopy signage (if available)
 - Public Address announcements at University athletic events
 - Press conference backdrops
 - Coaches' headsets
 - Video board features, promotions, replay swipes, PSAs and billboards
 - Cold air balloon signage if and when available
 - Sideline equipment crates
 - Sideline cooling systems
 - Sideline employees (e.g., chain crew, managers, etc. clothing and equipment, if available)
 - Team Benches
 - Play Clock(s)
 - Mobile Applications and Wi-Fi Access/Splash Pages
 - Video board features, promotions, replay swipes, PSAs and billboards
 - Virtual Signage rights during telecasts, subject to any rights retained by the broadcasting entity (e.g., BSPN)
 - Main Scoreboard panels or positions
 - Any sideline and end zone sponsorship panels
 - Scoreboard tri-vision panels
 - Field-level signage and banners
 - Message Center Displays
 - Concourse Displays
 - Goal Post padding signage
 - Digital Ribbon Board signage
 - Television monitors and screens
 - Restroom signage
 - The sponsorship sales rights for plastic cups, cup holders, souvenir cups, food containers, napkins, plates, wrappers and the like

- New Signage
- Other opportunities as reasonably approved by Foundation
- **Holt Arena Advertising and Sponsorship During Basketball Games:**
 - All digital signage located in or about the Arena including the main scoreboard ad panels, auxiliary boards, and fascia
 - Entrance or exit displays
 - Rights to University's main scoreboard ad panels, auxiliary boards and fascia
 - Rights to LED displays
 - Any scorer's table, press row or baseline table sponsorship panels (rotational digital or static)
 - Message center displays
 - Video sponsorship displays
 - Public address announcements
 - Team entry canopies/signage
 - Basketball goal post padding subject to applicable requirements, including without limitation University, Conference or NCAA rules, regulations and policies (collectively, "Applicable Rules")
 - Backboard supports
 - Temporary playing surface logo opportunities (based on Conference and NCAA rules and limitations)
 - Shot clock sponsorship panels subject to Applicable Rules
 - Static signage opportunities in and around concession areas, facility entries/exits, lobbies, restrooms, concourses, portal entries/exits into seating areas
 - Concourse, concession and lobby tabling and displays
 - Temporary or permanent ad displays for special events
 - Courtside, rotational and permanent signage
 - Mezzanine permanent and rotational signage
 - End-wall permanent and rotational signage
 - Plastic souvenir cups and concession (food) containers subject to University's existing agreements with its pouring rights partner and/or concession provider(s) and any other applicable requirements, including, without limitation, Conference or NCAA rules, regulations and policies.
 - LED and LDP displays
 - University, opposing team and scorer's table chair back sponsorship
 - Press Backdrop
 - Blimp signage
 - Other opportunities as reasonably approved by University
- **Other Sports Venues (any location used for intercollegiate events, both existing and future buildings):**
 - Main scoreboard ad panels
 - Temporary signage
 - Any sideline and end-line sponsorship panels
 - Message center displays
 - Public address announcements
 - University and opposing team bench and dugout signage
 - Field fence panel signage
 - Temporary or permanent playing surface logo opportunities
 - Static signage opportunities that either currently exist or which BSP may elect to sell in and around concession areas, facility entries/exits, restrooms, concourses, portal entries/exits into seating areas
 - Temporary signage and displays for special events
 - Sideline equipment

- Plastic souvenir cups and concession (food) containers subject to University's existing arrangements with its pouring rights partner and/or concession provider(s) for all facilities and any other applicable requirements, including without limitation University, Conference (or any other conference with which University is affiliated during the Term) or NCAA rules, regulations and policies
- Press Backdrop (subject to University's existing arrangements)
- Other opportunities, subject in each case to prior approval by University
- **Other Athletic Facility Scoreboard and/or Videoboards**
- **Athletic At-Event Hospitality**
- **Athletic At-Event Impact (all sports and sports venues)**
 - Product Displays
 - Sampling, Couponing and Product Distribution
 - Title and Presenting Sponsorships as approved by University, which approval will not be unreasonably withheld, delayed or conditioned
 - Pre-Game, Post-Game, Half-Time and Timeout Promotions, Contests, Mascot Appearances, Corporate Recognition/Presentations and/or Giveaways
 - Tailgate Areas/Fan Fair
 - Varsity Team Tournaments and Special Events
 - Any additional or new at-event impact opportunities
- **Bengal Sports Radio Network (all current and future forms of distribution)**
 - Radio Play-by-Play
 - Coaches' Radio Call-in Shows
 - Daily Report
 - Podcasts
 - Satellite and National Radio
 - Any additional or new programming or distribution
- **Television Programming**
 - Daily Report and/or Coaches' Shows
 - Pre-Season/Post-Season Specials, etc.
 - Any additional or new television programming not subject to Conference or network agreements
- **Miscellaneous Sponsorship Opportunities**
 - Schedule Cards, Posters and Ticket Backs
 - Sponsor IDs, In-Ticket Promotions, Brochures and Advertising Media
 - Media Guides
 - Ticket Mailer Inserts
 - Athletic Ticket Envelopes
 - Kids Club Sponsorship
 - Email Blasts or linkable factors within existing University combined messages
 - Athletic Ticket Envelopes
 - Media Backdrops
 - Official (Advertising Category Exclusive) Sponsorships
 - Royalty-free Use of Marks and Logos for sponsorships and promotions but not for sale of a product at retail
 - Any additional or new broadcast, print and/or internet programming
 - E-commerce (including but not limited to apparel, merchandise, DVDs, memorabilia, publications, photos, videos, auctions) should any or all become available during the Term
 - Live and Archived Audio/Video Subscription-based Streaming
 - Live Stats should it become available during the Term
 - E-Newsletters
- **Official Athletic Internet Site ("OAS")**

- All revenue-generating sponsorship opportunities, which now or at any time during the Term may exist on University's OAS, including, but not limited to, all rights to sell sponsorships in the form of company logos and messages on University's OAS, audio and visual streaming of sponsorship messages and direct internet access to other websites
- The right to make use of social media platforms including University's Facebook, You Tube and Twitter
- The right to use and monetize University's Content (University game clips, highlights and live audio of all University athletic events) permitted under current Conference rules which University agrees to supply to BSP at no cost to BSP
- **Digital Media Rights**
 - All sponsorship rights associated with all University official athletic platforms including browser-based websites, mobile web and mobile applications, social media channels such as Facebook, Twitter and Instagram, e-mail and other digital marketing, in-venue digital screens and platforms and all digital distribution of Content ("Digital Media Rights").
 - Right to represent University in all advertising and sponsorship opportunities related to any University IPTV system or Wi-Fi/DAS system installed during the Term in any University-owned athletic facility and to determine the provider of such services to the extent such rights are available to University.
 - Coaches' shows.
- **Mobile/Wireless**
 - Advertising in all forms
 - Live and Archived Audio/Video Subscription-based Streaming
 - Live Stats
 - Messaging (including but not limited to SMS, MMS, Alerts, Contests, Coupons, Polling, Ringtones, Wallpaper)
 - Mobile Website
 - Mobile Apps and Wi-Fi Access/Splash Pages
- **Business-to-Business** – While BSP's Multi-Media Rights do not include the right to sell sponsorships in connection with University's campus-wide business relationships ("Campus-wide Opportunities"), University recognizes that BSP's marketing capabilities can provide additional sources of revenue to University that might not otherwise be obtained but not for BSP's involvement. University therefore agrees to strongly consider working with BSP to establish a business relationship which allows BSP to obtain Campus-wide Opportunities for University, but University shall not be obligated to do so.
- **Merchandising Opportunities**
 - Affinity Products and Specialty Merchandise
 - Highlight Videos/CDs/DVDs from seasons covered by the Term

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April 21, 2021

Glen Nelson
Vice President of Finance
Idaho State University
921 S 8th Ave, Stop 8310
Pocatello, Idaho, 83209-8310

Dear Glen:

This letter is intended to set forth our agreement on amending the letter agreement ("Agreement"), dated October 17, 2016, between Idaho State University (the "University") and Bengals Sports Properties, LLC ("BSP") to reflect the impact of COVID-19 and related economic fallout. Capitalized terms not otherwise defined in this letter will have the meaning provided in the Agreement.

We have agreed that, starting with Athletic Year 2020-21 through the end of the Term, in lieu of the Guaranteed Rights Fee being paid as set forth in Section C of the Agreement, BSP will pay University an annual license fee (the "Licensee Fee") equal to fifty percent (50%) of AGR; provided, however, in any Athletic Year in which the University does not play a substantial portion of its home football or home men's basketball schedule, the License Fee will be fifty percent (50%) of BSP's Net Profit in such Athletic Year. For purposes of calculating the License Fee, "Net Profit" will mean AGR less BSP's property-specific costs and expenses (e.g., staff expenses).

We have further agreed that if BSP collects more than \$850,000 in AGR (the "AGR Trigger") in any Athletic Year from and after the date of this letter agreement, then the University will have a one-time right to elect to convert financial model of the Agreement back to a guarantee model as set forth in the chart below. To exercise this right, University must provide written notice to BSP of its election within thirty days after the end of the Athletic Year in which BSP first collects more than \$850,000. If University makes the foregoing election, then commencing with the Athletic Year in which BSP hits the AGR Trigger ("Year 1"), BSP will pay the University a Guaranteed Rights Fee of \$380,000 (the "Year 1 Guarantee"), increasing by the amounts set forth below in each Athletic Year thereafter through the end of the Term.

In addition to the Guaranteed Rights Fee in Year 1 and each Athletic Year thereafter, BSP will pay the University fifty percent (50%) of the amount by which the AGR exceeds the share hurdle set forth in the chart below.

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Athletic Year	Guaranteed Payment	AGR Hurdle Amount
Year 1	\$380,000	\$840,000
Year 2	\$400,000	\$880,000
Year 3	\$400,000	\$880,000
Year 4	\$440,000	\$960,000
Year 5	\$440,000	\$960,000
Year 6	\$460,000	\$1,000,000
Year 7	\$460,000	\$1,000,000

The foregoing chart is not intended to extend the Term. For example, if the final Athletic Year of the Term as set forth in the Agreement (2025-26) is Year 4 in the above chart, then the Term will end at the end of Year 5 and no amounts would be paid with respect to Years 5, 6 and 7.

The License Fee will be paid in two installments each Athletic Year as set forth in the Agreement with the first installment calculated based on the projected AGR for such Athletic Year.

If the foregoing accurately reflects our agreement, please indicate your agreement by signing below. Thank you for your professionalism and thoughtfulness in working through this agreement.

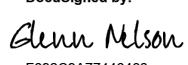
Go Bengals!

Sincerely,

Agreed:

Idaho State University

Cole Gahagan
President & CEO

DocuSigned by:

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Glen Nelson
Vice President of Finance

SECOND AMENDMENT TO LETTER OF AGREEMENT

This SECOND AMENDMENT (the “Second Amendment”) is effective as of April 20, 2025, by and between Idaho State University (“University”) and Bengal Sports Properties, LLC (“BSP”). Capitalized terms used but not otherwise defined in this Second Amendment shall have the meanings ascribed such terms in the Agreement.

WHEREAS KP Sports and Entertainment, LLC and University entered into a Sponsorship Rights Agreement dated May 13, 2013, as amended by a Sponsorship Rights Addendum #1 dated November 5, 2013 and as amended by a Sponsorship Rights Addendum #2, dated September 8, 2015;

WHEREAS, University and BSP, successor in interest to KP Sports and Entertainment, LLC, entered into the certain Letter of Agreement, dated October 17, 2016, as amended by that certain letter amendment dated July 12, 2021;

WHEREAS, the preceding agreements are collectively referred to as the “Agreement”;

WHEREAS, University and BSP have agreed to amend the Agreement to extend the Term, and adjust the financial structure, among other amendments;

WHEREAS, University and BSP now desire to amend the Agreement as more specifically set forth herein.

NOW, THEREFORE, in consideration of the premises hereof and the mutual promises and covenants recited herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, University and BSP, intending to be legally bound, hereby agree as follows:

1. Term of Agreement. Section A, as set forth in the October 17, 2016 Letter of Agreement, of the Agreement is hereby amended to extend the Term through June 30, 2036.
2. Guarantee/Revenue Share. Section C, as set forth in the October 17, 2016 Letter of Agreement, of the Agreement shall be amended commencing with the 2025-2026 Athletic Year. Commencing with the 2025-2026 Athletic Year, BSP will pay University an “Annual Rights Fee” equal to the greater of (i) the Guaranteed Rights Fee set forth in the following chart or (ii) fifty-seven percent (57%) of Adjusted Gross Revenue (“AGR”) up to \$1,400,000 and sixty-two percent (62%) of AGR greater than \$1,400,000.

Athletic Year	Guaranteed Rights Fee
2025-26	\$700,000
2026-27	\$720,000
2027-28	\$740,000
2028-29	\$760,000
2029-30	\$780,000
2030-31	\$800,000
2031-32	\$820,000
2032-33	\$840,000
2033-34	\$860,000
2034-35	\$880,000
2035-36	\$900,000

In each Athletic Year, the University and BSP may mutually agree to adjust and/or reallocate a portion of the Annual Rights Fee to establish a marketing fund to be used for certain mutually agreed upon sponsorship development, marketing and content creation initiatives (the “Marketing Fund”) to promote the University brand and BSP’s sponsorship activities. Any such adjustment or reallocation of the Annual Rights Fee must be mutually agreed upon in writing and signed by both University and BSP.

3. Capital Subsidy Payment. BSP shall pay University two capital subsidy payments in the following amounts: \$70,000 in Athletic Year 2025-26 and \$80,000 in Athletic Year 2026-27. Such payments will be used by University to fund replacement courtside tables as well as other revenue generating opportunities to enhance the inventory to be sold by BSP.
4. Trade. Section E of the Agreement shall be amended commencing with the 2025-2026 Athletic Year to set the “Trade Threshold Amount” as follows for the remainder of the Term.

Athletic Year	Trade Threshold Amount
2025-26	\$265,000
2026-27	\$265,000
2027-28	\$275,000
2028-29	\$275,000
2029-30	\$285,000
2030-31	\$285,000
2031-32	\$295,000
2032-33	\$295,000
2033-34	\$305,000
2034-35	\$305,000
2035-36	\$315,000

In the event that a sponsor providing significant trade benefits at the time of the Effective Date decides not to renew its sponsorship at any time during the Term, University and BSP shall meet and mutually agree as to whether the Trade Threshold Amount should be adjusted.

5. Official Athletic Internet Site (“OAS”). Upon execution of this Amendment, University will extend its OAS contract with BSP’s affiliated entity, SIDEARM to be co-terminous with the Term provided for herein. Upon execution of this Second Amendment, BSP shall be responsible for all payments owed to SIDEARM under the OAS Contract.
6. Except as specifically modified and amended herein, University and BSP agree to be bound by the remaining unchanged provisions in the Agreement. This Second Amendment, together with the unchanged provisions of the Agreement, shall supersede any and all other agreements between the Parties, and any rights or obligations arising out of the Agreement shall be merged herein and governed by the terms herein. In the event of a conflict between the terms of this Second Amendment and the terms of the Agreement, the terms of this Second Amendment will take precedence.

IN WITNESS WHEREOF, University and BSP have caused this Second Amendment to be executed by their authorized representatives.

Idaho State University

Bengals Sports Properties, LLC

By: Learfield Communications, LLC, its Sole Member

By:

By:

Name:

Name: Kim Damron

Title:

Title: President, Learfield Sports Properties

Date:

Date:

BUSINESS AFFAIRS AND HUMAN RESOURCES
APRIL 16-17, 2025

IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho Division of Vocational Rehabilitation (IDVR) Interim Administrator
Re-appointment.

REFERENCE

May 2024

IDVR Administrator Jane Donnellan resigned from her position. Matt Freeman, Executive Director, Idaho State Board of Education served as Acting Administrator of IDVR pending appointment of an interim administrator.

June 2024

The Board appointed Judy Taylor as Interim Administrator for a term not to exceed nine months

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-2205, Idaho Code
Idaho State Board of Education Governing Policies and Procedures IV.F.

BACKGROUND/DISCUSSION

Section, 33-2205, Idaho Code, provides that the Board of Education shall appoint the administrator of the Division of Vocational Rehabilitation. Judy Taylor, Director of the Idaho Commission on Aging, was appointed by the Board of Education as Acting Administrator to the Idaho Division of Vocational Rehabilitation on June 11, 2024. At that time, her term was not to exceed nine months. A permanent administrator has not yet been appointed, and Ms. Taylor has continued to serve as the interim administrator. Ms. Taylor has indicated she is willing to continue to serve at the pleasure of the Board until a permanent administrator is appointed.

STAFF COMMENTS AND RECOMMENDATIONS

Executive Director Joshua Whitworth recommends the continued appointment of Judy Taylor as the interim administrator of IDVR until such time as a permanent administrator may be appointed

BOARD ACTION

I move to approve the continued appointment of Judy Taylor as Interim Administrator for the Division of Vocational Rehabilitation until such time as a permanent administrator is appointed.

Moved by _____ Seconded by _____ Carried Yes _____ No _____