

**CONSENT
JUNE 17-18, 2025**

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BOISE STATE UNIVERSITY

SUBJECT

Employment Agreements for Assistant Football Coaches

REFERENCE

June 2024

The Board approved two-year employment agreements for Erik Chinander and Stacy Collins.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State is requesting approval of employment agreements with four football assistant coaches/coordinators: Nathaniel Potter - Offensive Coordinator, Erik Chinander - Defensive Coordinator, Stacy Collins - Special Teams Coordinator and Timothy Keane - Run Game Coordinator.

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

Nathaniel Potter was the Co-Offensive Coordinator for Boise State; a new contract and term is proposed to promote him to Offensive Coordinator. Potter was the team's tight ends coach and run game coordinator in 2022 and 2023 and then added the title of co-offensive coordinator last season, working alongside offensive coordinator, Dirk Koetter. The 2025 season will be Potter's eighth overall as a coach with the Broncos and 12th within the program.

Erik Chinander is currently the Defensive Coordinator at Boise State; an extension to his current contract is proposed. Over the last season, Chinander's first year as Boise State's defensive coordinator, the Broncos finished the year as the nation's leader in sacks and be fifth in the country in tackles for loss. The defense was also the best or among the best in the Mountain West in red zone defense (first), rushing defense (second), scoring defense (second) and first down defense (third). He began his time at Boise State as the assistant head coach/defensive line/defensive run game coordinator in 2023.

Stacy Collins is currently the Special Teams Coordinator at Boise State; an extension to his current contract is proposed. Over the last season in his first season back at Boise State in 2024, Collins helped the Broncos earn a No. 3 seed in the College Football Playoff, win back-to-back Mountain West championships for the first time in program history, and complete the regular season ranked in the nation's top-10.

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Timothy Keane is currently the offensive line coach at Boise State; an extension to his contract is proposed to promote him to Run Game Coordinator. Over the last season, Keane mentored an offensive line group that helped Boise State rank fifth in the country in scoring offense, eighth in total offense, eighth in rushing offense, and eighth in first down offense. The offensive line was highlighted by second-team All-American Kage Casey and a unit that paved the way for unanimous All-American Ashton Jeanty.

IMPACT

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

Nathaniel Potter

Term: Two years and approximately two months contract.

Base Compensation: \$460,000 (January 19, 2025 through February 28, 2027)

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

Year 1 (January 19, 2025 – February 28, 2026):

In Conference: \$460,000

Non-Conference: \$230,000

Year 2 (March 1, 2026 – February 28, 2027):

In Conference: \$230,000

Non-Conference: \$115,000

Erik Chinander

Term Extension: One-year extension to remain a two-year contract.

Base Compensation: Increase to \$550,000 (March 1, 2025 through February 28, 2027)

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

Year 1 (March 1, 2025 – February 28, 2026):

In Conference: \$550,000

Non-Conference: \$275,000

Professional League: \$137,500

Year 2 (March 1, 2026 – February 28, 2027):

In Conference: \$275,000

Non-Conference: \$137,500

Professional League: \$68,750

Stacy Collins

Term: One-year extension to remain a two-year contract.

Base Compensation: Increase to \$360,000 (March 1, 2025 through February 28, 2027)

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

Year 1 (March 1, 2025 – February 28, 2026):

In Conference: \$360,000

Non-Conference: \$180,000

Professional League: \$90,000

Year 2 (March 1, 2026 – February 28, 2027):

In Conference: \$180,000

Non-Conference: \$90,000

Professional League: \$45,000

Timothy Keane

Term: One-year extension to remain a two-year contract.

Base Compensation: Increase to \$350,000 (March 1, 2025 through February. 28, 2027)

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

Year 1 (March 1, 2025 – February 28, 2026):

In Conference: \$350,000

Non-Conference: \$175,000

Professional League: \$87,500

Year 2 (March 1, 2026 – February 28, 2027):

In Conference: \$175,000

Non-Conference: \$87,500

Professional League: \$43,750

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All Coordinators:

Pay for Performance - Athletic:

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

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

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

College Football Playoff ("CFP"):

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

Maximum Cumulative College Football Playoff Payout 20% of salary

Pay for Performance - Academics:

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

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

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

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

ATTACHMENTS

Attachment 1 – 2019-2023 APR Summary

Attachment 2 – Proposed Contract for Nathaniel Potter

Attachment 3 – Redline of Potter Proposed Contract to Model Agreement

Attachment 4 – Potter Maximum Compensation Calculation

Attachment 5 – Base Salary and Incentive Comparison – Offensive Coordinators

Attachment 6 – Liquidated Damages Comparison – Offensive Coordinators

Attachment 7 – Proposed Contract Extension for Erik Chinander

Attachment 8 – Executed Employment Contract for Erik Chinander

Attachment 9 – Chinander Maximum Compensation Calculation

Attachment 10 – Base Salary and Incentive Comparison – Defensive Coordinators

Attachment 11 – Liquidated Damages Comparison – Defensive Coordinators

Attachment 12 – Proposed Contract Extension for Stacy Collins

Attachment 13 – Executed Employment Contract for Stacy Collins

Attachment 14 – Collins Maximum Compensation Calculation

Attachment 15 – Base Salary and Incentive Comparison – Special Teams Coord.

Attachment 16 – Liquidated Damages Comparison – Special Teams Coordinators

Attachment 17 – Proposed Contract Extension for Timothy Keane

Attachment 18 – Executed Employment Contract for Timothy Keane

Attachment 19 – Keane Maximum Compensation Calculation

Attachment 20 – Base Salary and Incentive Comparison – Run Game Coordinator

Attachment 21 – Liquidated Damages Comparison – Run Game Coordinators

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Boise State University (BSU) is seeking Board approval of four (4) assistant-coach employment agreements under Board Policy II.H. The proposed contracts follow the Board template, comply with length and compensation limits, and are funded entirely from athletics revenues, media rights, donations, and other non-appropriated sources.

Compliance and market context: All four (4) agreements remain within the Mountain West median for comparable coordinator positions (Attachments: 5, 10, 15, 20) and maintain proportionality in the BSU's football salary pool. Liquidated damages provisions mirror those approved by the Board in 2024, which provides stronger retention leverage for in-conference moves while permitting professional-league advancement at reduced cost. Academic Progress

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Rate (APR) incentives align with Board-required academic accountability. BSU football posted a four-year APR of 981 (top quartile) for 2019-2023 (Attachment 1).

Financial impact: No state appropriations are utilized. The BSU Athletics Department projects FY 2025 football revenues sufficient to cover the \$1.72M aggregate base plus any incentives under conservative win-loss and College Football Playoff scenarios; multi-year forecasts assume three (3) percent annual ticket- and media-income growth.

Risk assessment: Contracts are limited to two-year terms, minimizing long-term liability. Buy-out scales, coupled with offset language, protect BSU if a coach departs early. Performance and APR incentives are self-funding, which are paid only after incremental revenues or NCAA distributions are secured.

Board staff finds the contracts consistent with Board policy, financially sustainable, and competitively necessary to retain a collegiate football coaching staff that has accomplished back-to-back Mountain West championships and a 2024 College Football Playoff berth.

Staff recommends approval of the four (4) employment agreements as presented.

BOARD ACTION

I move to approve the request by Boise State University to enter into employment agreements with Nathaniel Potter - Offensive Coordinator, Erik Chinander - Defensive Coordinator, Stacy Collins - Special Teams Coordinator and Timothy Keane - Run Game Coordinator for its football team, as presented in the attached documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BOISE STATE UNIVERSITY

Football APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2019-20	2020-21	2021-22	2022-23*
Football	983	990	982	976
National % Rank by Sport	80-90	90-100	70-80	70-80

REPORT YEAR

Raw Score for single year

Percentile Rank for Sport

* 2023-24 APR release is May 2025

MULTI-YEAR APR (4-Year Rolling Average)

Football	985	990	988	982
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SINGLE YEAR GRADE POINT AVERAGE (GPA)

	2020-21	2021-22	2022-23	2023-24
Football	3.05	3.03	3.08	3.10

EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of two (2) years and one (1) month commencing on January 19, 2025, and terminating, without further notice to Coach, on February 28, 2027 unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1. Regular Compensation.

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

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

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

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

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

3.2.1 Athletic Achievement Incentive Pay.

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

Game:

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

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

College Football Playoff ("CFP"):

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

Participates in a quarterfinal game of the CFP 10% of salary

Participates in the semifinal game of the CFP 12% of salary

Participates in the national championship game of the CFP 16% of salary

College Football Playoff Champions 20% of salary

Maximum Cumulative College Football Playoff Payout 20% of salary

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

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

3.2.2. Academic Achievement Incentive Pay.

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

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

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

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

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

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

If Coach qualifies for any supplemental compensation, the amount paid to the Coach will be calculated on the percentage of base salary at time of occurrence. Provided, however, if conditions beyond the control of the University prevent the University from hosting home competitions at full capacity, supplemental compensation may be less than the amounts in Sections 3.2.1 and 3.2.2, above. If Coach is an Assistant Coach for a partial calendar year, Academic Achievement Incentive Pay will be prorated for any partial calendar year. The amount of supplemental compensation in each Contract Year will be earned and payable to Coach only if Coach is employed as Offensive Coordinator of University on the day of the event that is the basis for the University paying the amount.

The decisions whether or not to award the Incentive Pay outlined in this Section 3.2, and in what amounts, are within the Director's sole discretion. The decisions may be made based on a variety of factors, including, but not limited to,

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Coach's individual performance, athletic/academic performance of Coach's assigned player personnel groups, or other performance-related factors. Coach is not entitled to supplemental compensation if Coach is placed on administrative leave or otherwise not performing the duties of Coach during the time the applicable achievement is attained.

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

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

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

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

3.3. Footwear; Apparel; Equipment. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the

University in accordance with Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

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

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

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

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

4.5. Disclosure of Criminal Proceedings, Serious Misconduct and Discipline. Coach warrants that prior to signing this Agreement, Coach has disclosed and will continue to disclose if Coach has been accused of, investigated for, convicted of, or pled guilty or no contest to, or received a withheld judgement for a felony or misdemeanor (excluding minor traffic violations), has been accused of serious misconduct in a civil suit or internal process at any prior institution where Coach was employed, or has been subject to official institution or athletic department disciplinary action at any time at any prior institution where Coach was employed. "Serious misconduct" is defined as any act of harassment prohibited by law, including sexual harassment, sexual misconduct, domestic violence, dating violence, stalking, sexual

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exploitation, or dishonesty or fiscal misconduct. Any disclosure after the date of this Agreement shall be made as soon as possible, but no later than 72 hours after Coach is on notice of any accusation.

ARTICLE 5

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

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

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

violations of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA;

- h) The failure of Coach to report a known deliberate or major violation of any applicable law or the policies, rules or regulations of the University, the Board, the Conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A deliberate or major violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision.
- j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.5 of this Agreement.

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

5.1.3. In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, provided, however, that Coach shall receive any earned but unpaid base salary as set forth in Section 3.1.1(a) as well as any earned but unpaid supplemental compensation accrued during the season as a result of participating in the event, as Offensive Coordinator, that is the basis for the University paying the amount, as set forth in Section 3.2.1. 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

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violations occurring at the University or at previous institutions at which Coach was employed.

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

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

5.3. Termination of Coach for Convenience of University.

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

5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, any earned but unpaid supplemental compensation accrued during the season as a result of participating in the event, as Offensive Coordinator, that is the basis for the University paying the amount, as set forth in Section 3.2.1, as well as, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.

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

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

received from the University after the date other employment is obtained, to which Coach is not entitled under this provision.

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

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

5.4. Termination by Coach for Convenience.

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

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

5.4.3. If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination; provided, however, that Coach shall receive any earned but unpaid base salary as set forth in Section 3.1.1(a) as well as any earned but unpaid supplemental compensation as set forth in Section 3.2.1 if, and only if, he is the Offensive Coordinator at the time of the event, and participates in the event leading to the supplemental compensation. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, an amount equal to: Coach's base salary at the time of termination, divided by twelve, such amount multiplied by the number of months remaining of the Term under this Agreement at the time of termination, but in no event to exceed six (6) months, with such product multiplied by:

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

And further, if Coach terminates this Agreement for convenience during the first fourteen months of the Term, then the multiplier will be double the multiplier as listed above.

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

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

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

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

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

5.4.4. The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur

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

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

5.5. Termination due to Disability or Death of Coach.

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

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

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

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

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

or due to death or disability or the suspension or reassignment of Coach, regardless of the circumstances.

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

University

Coach

Jeramiah Dickey
Director of Athletics

Nathaniel Potter

Date

Date

Dr. Jeremiah Shinn
Interim President

Date

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Approved by the Idaho State Board of Education on the ____ day of June, 2025.

EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed term appointment of ~~{number} (# two (2) years and one (1) month~~ commencing on ~~Month #, 20## January 19, 2025,~~ and terminating, without further notice to Coach, on ~~Month ##, 20## February 28, 2027~~ unless sooner terminated in accordance with other provisions of this Agreement.

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

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ARTICLE 3

3.1. Regular Compensation.

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

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

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

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

3.2.1 Athletic Achievement Incentive Pay.

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

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

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

College Football Playoff ("CFP"):

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

Maximum Cumulative College Football Playoff Payout 20% of salary

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

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

3.2.2. Academic Achievement Incentive Pay.

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

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

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

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

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

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

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

If Coach qualifies for any supplemental compensation, the amount paid to the Coach will be calculated on the percentage of base salary at time of occurrence. Provided, however, if conditions beyond the control of the University prevent the University from hosting home competitions at full capacity, supplemental compensation may be less than the amounts in Sections 3.2.1 and 3.2.2, above. If Coach is an Assistant Coach for a partial calendar year, Academic Achievement Incentive Pay will be prorated for any partial calendar year. The amount of supplemental compensation in each Contract Year will be earned and payable to Coach only if Coach is employed as Offensive Coordinator of University on the day of the event that is the basis for the University paying the amount.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

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

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

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

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

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

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

5.1.3. In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, ~~and the provided, however, that Coach shall receive any earned but unpaid base salary as set forth in Section 3.1.1(a) as well as any earned but unpaid supplemental compensation accrued during the season as a result of participating in the event, as Offensive Coordinator, that is the basis for the University paying the amount, as set forth in Section 3.2.1. The~~ University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

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

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

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

5.3. Termination of Coach for Convenience of University.

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

5.3.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, any earned but unpaid supplemental compensation accrued during the season as a result of participating in the event, as Offensive Coordinator, that is the basis for the University paying the amount, as set forth in Section 3.2.1, as well as, the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.

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

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

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

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

5.4. Termination by Coach for Convenience.

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

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

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5.4.3. If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination-; provided, however, that Coach shall receive any earned but unpaid base salary as set forth in Section 3.1.1(a) as well as any earned but unpaid supplemental compensation as set forth in Section 3.2.1 if, and only if, he is the Offensive Coordinator at the time of the event, and participates in the event leading to the supplemental compensation. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, an amount equal to: Coach's base salary at the time of termination, divided by twelve, such amount multiplied by the number of months remaining of the Term under this Agreement at the time of termination, but in no event to exceed six (6) months, with such product multiplied by:

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

And further, if Coach terminates this Agreement for convenience during the first fourteen months of the Term, then the multiplier will be double the multiplier as listed above.

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

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

If Coach terminates this Agreement for convenience and does not immediately commence other employment as described above, and therefore does not pay the liquidated damages, but then at a future date within the remaining term of this Agreement, or enters into an agreement to commence in the future, other employment as described above, then liquidated

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damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts such employment.

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

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

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

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

5.5. Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

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

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

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

6.4. Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in

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

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

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

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

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

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

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

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

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

Coach: _____Nathaniel Potter
 Last known address on file with
 University's Human Resource Services

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

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

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

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

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

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

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

University

Coach

Jeremiah Dickey
Director of Athletics

~~Name of Coach~~ Nathaniel Potter

Date

Date

Dr. Marlene Tromp
President

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Date

Approved by the Idaho State Board of Education on the _____ day of June, 2025.

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Coach Nathaniel Potter Maximum Compensation Calculation - 2025-2027

			Year 1	Year 2
3.1.1a	Annual Base Salary		\$ 460,000	\$ 460,000
3.2.1 & 3.2.2	Additional Pay based on Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game & Academic Achievement (max cumulative payout)		\$ 46,000	\$ 46,000
3.2.1	Additional Pay based on College Football Playoff ("CFP") (max cumulative payout)		\$ 92,000	\$ 92,000
	Total Maximum potential annual compensation under Employment Agreement		\$ 598,000	\$ 598,000

Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference

Coach	School	Base Salary	Incentives
Mike Thiessen	Air Force	Unknown	Unknown
Nate Potter	Boise State	\$ 460,000	See Contract
Matt Mumme	Colorado State	\$ 280,000	Unknown
Josh Davis	Fresno State	Unknown	Unknown
None listed	Hawaii	Unknown	Unknown
David Gilbertson	Nevada	\$ 120,000	Unknown
Jason Beck	New Mexico	\$ 400,000	<p>4. <u>Incentive Salary:</u> An incentive payment is a direct payment over and above the Coach's base salary, in an amount to be determined by the DIA subject to the approval of the University President or designee and subject to availability of funds. Coach is eligible for an incentive payment upon achieving performance criteria established by the DIA in the DIA's exclusive discretion, and which are subject to annual review and revision by the DIA. Coach will be eligible for such incentive salary payments after the incentive is earned. Incentive payments, if any, will be paid no later than ninety (90) from the DIA's determination that the specified criteria have been met. In order to be eligible for incentive payments under this provision, Coach must be currently employed by the University at the time that the incentive payment is earned. Coach understands and agrees that incentive payments, if any, are taxable compensation to Coach and that Coach is solely responsible for the tax consequences associated therewith.</p>
Matt Johnson	San Diego State	\$ 215,000	Unknown
Craig Stutzmann	San Jose State	\$ 380,000	Unknown
Corey Dennis	UNLV	\$ 300,000	Unknown
Kevin McGiven	Utah State	Unknown	Unknown
Jay Johnson	Wyoming	\$ 400,008	Unknown

Liquidated Damages Head XX Coaches in Mountain West Conference

Coach	School	Length of Contract	Salary	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Mike Thiessen	Air Force	Unknown	Unknown	Unknown	Unknown	Unknown
Nate Potter	Boise State	see contract	\$ 460,000	No	None	None
Matt Mumme	Colorado State	At will	\$ 280,000	Unknown	Unknown	Unknown
Josh Davis	Fresno State	Unknown	Unknown	Unknown	Unknown	Unknown
None listed	Hawaii	Unknown	Unknown	Unknown	Unknown	Unknown
David Gilbertson	Nevada	Unknown	Unknown	Unknown	Unknown	Unknown
Jason Beck	New Mexico	2 years (ending 1/28/26)	\$ 415,000	Yes	Tied to years in contract	<p>12. Termination by Request of Coach: Coach may terminate this Contract at any time upon written notice to the DIA. In the event that Coach terminates this Contract pursuant to this Section, the University shall have no further liability except for base salary and benefits accrued to the date of termination.</p> <p>Coach understands and agrees that termination of this Contract pursuant to this Section prior to the expiration of the Contract Term will cause irreparable harm to the reputation and athletic programs of the University in an amount not capable of precise calculation or quantification. Therefore, if Coach terminates this Contract during Contract Year One then Coach shall pay the University liquidated damages, and not as a penalty, a sum equal to fifty percent (50%) of the Coach's base salary for the remainder of the Contract Term within sixty (60) days of the termination of this Contract.</p> <p>If Coach terminates this Contract during Contract Year Two then Coach shall pay the University liquidated damages, and not as a penalty, a sum equal to fifty-percent (50%) of the Coach's base salary for the remainder of the Contract Term within sixty (60) days of the termination of this Contract.</p> <p>Liquidated damages may be modified to a lesser amount at the discretion of the DIA, with approval of the University President.</p>
Matt Johnson	San Diego State	Unknown	Unknown	Unknown	Unknown	Unknown
Craig Stutzmann	San Jose State	Unknown	\$ 380,000	Unknown	Unknown	Unknown
Corey Dennis	UNLV	Unknown	\$ 300,000	Unknown	Unknown	Unknown

Liquidated Damages Head XX Coaches in Mountain West Conference

Coach	School	Length of Contract	Salary	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Kevin Mcgiven	Utah State	Unknown	Unknown	Unknown	Unknown	Unknown
Jay Johnson	Wyoming	Unknown	Unknown	Unknown	Unknown	Unknown

*Sliding Scale, Flat Rate, Tied
to years in contract

**EMPLOYMENT AGREEMENT
AMENDMENT – EXTENSION**

This Amendment is effective as of the date of final signature below by and between Boise State University (the University) and Erik Chinander (Coach). The following terms and conditions amend and extend the Employment Agreement between the parties.

1. **Section 2.1 is amended to extend the Term by one year; the Term will now terminate on February 28, 2027.**
2. **Section 3.1.1.a is amended to increase the annual salary to \$550,000 for the period beginning March 1, 2025.**
3. **For clarity, Section 5.4.3 remains the same and pursuant to this extension, the Term ends February 28, 2027.**
4. **All other terms and conditions shall also remain unchanged.**

University

Coach

Jeramiah Dickey
Director of Athletics

Erik Chinander

Date

Date

Dr. Jeremiah Shinn
Interim President

Date

Approved by the Idaho State Board of Education on the ____ day of June, 2025.

EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

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

ARTICLE 2

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

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

ARTICLE 3

3.1. Regular Compensation.

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

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

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

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

3.2.1 Athletic Achievement Incentive Pay.

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

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

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

College Football Playoff (“CFP”):

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

Maximum Cumulative College Football Playoff Payout 20% of salary

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

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

3.2.2. Academic Achievement Incentive Pay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4

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

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

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

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

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

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

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

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

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

ARTICLE 5

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

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

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

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

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

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

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

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

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

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

5.3. Termination of Coach for Convenience of University.

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

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

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

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

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

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

5.4. Termination by Coach for Convenience.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.5. Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

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

Coach: Erik Chinander
 Last known address on file with
 University's Human Resource Services

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

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

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

6.13. Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the

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

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

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

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


University

Coach




Jeramiah Dickey (Jun 25, 2024 20:20 MDT)
Jeramiah Dickey
Director of Athletics
06/25/2024

Date



Erik Chinander (Jun 25, 2024 20:07 MDT)
Erik Chinander
06/25/2024

Date



Dr. Marlene Tromp
President
07/15/2024

Date

Approved by the Idaho State Board of Education on the 12th day of June, 2024

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Coach Erik Chinander Maximum Compensation Calculation - 2025-2027

			Year 1	Year 2
3.1.1a	Annual Base Salary		\$ 550,000	\$ 550,000
3.2.1 & 3.2.2	Additional Pay based on Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game & Academic Achievement (max cumulative payout)		\$ 55,000	\$ 55,000
3.2.1	Additional Pay based on College Football Playoff ("CFP") (max cumulative payout)		\$ 110,000	\$ 110,000
	Total Maximum potential annual compensation under Employment Agreement		\$ 715,000	\$ 715,000

CONSENT
JUNE 17-18, 2025

ATTACHMENT 10

Salary and Incentive Comparisons Head XX Coaches in Mountain West Conference

Coach	School	Base Salary	Incentives
Brian Knorr	Air Force	Unknown	Unknown
Erik Chinander	Boise State	\$ 550,000	See Contract
Robert Livingston	Colorado State	\$ 800,000	Unknown
Nick Benedetto	Fresno State	Unknown	Unknown
Dennis Thurman	Hawaii	\$ 250,000	Unknown
Kane Ioane	Nevada	\$ 300,000	<div>At the discretion of the Athletic Director, with the approval of the president or their designee, for each year that the Program's single year APR is 940 or above, or as established by the NCAA or the Conference, whichever is the higher, Employee may earn the additional amounts, not subject to COLA, retirement contributions, or retirement deductions, set forth below for the Program achieving the following:</div> <div><div>a. The highest of the following: For a Conference Championship Game Appearance \$5,000 For winning the Conference Championship Game \$10,000</div>and<div>b. The highest of the following: For participation in a Bowl Game \$5,000 For winning a Bowl Game \$10,000 For participation in a NY6 Bowl Game \$20,000 For winning a NY6 Bowl Game \$25,000 For participation in the College Football Playoff (CFP) \$20,000 For advancing to a CFP Quarter-final Game \$25,000 For advancing to a CFP Semi-final Game \$30,000 For participation in the National Championship Game \$35,000 For winning the National Championship Game \$40,000</div></div>

CONSENT

Salary and Incentive Comparison Head XXc Coaches in Mountain West Conference

JUNE 17-18, 2025**ATTACHMENT 10**

<u>Joe Morris</u>	New Mexico	\$ 215,000	<p>As provided in Section 3.3 of the Agreement, and subject to all limitations or restrictions contain in the Agreement, NMSU will pay Supplemental Incentive Compensation to Coach in the event Coach successfully accomplish the performance incentives listed below during each sport season (no more than once per fiscal year), provided that, at the time of the event, sufficient unallocated funds are available.</p> <ul style="list-style-type: none"> • \$5,000 upon win over UNM • \$5,000 per Power 5 win • \$5,000 upon winning Conference Championship • \$10,000 for qualifying and being invited to a Bowl Game • \$10,000 upon being nationally ranked at the end of the year by the AP or USA Today • \$25,000 upon appearing in the College Football Playoff • \$25,000 upon National Championship win
Rob Aurich	San Diego State	\$ 220,000	Unknown
Derrick Odum	San Jose State	\$ 369,024	Unknown
<u>Zach Arnett</u>	UNLV	\$ 350,000	Unknown
<u>Nick Howell</u>	Utah State	Unknown	Unknown
Aaron Bohl	Wyoming	\$ 250,008	<p>EMPLOYEE may be eligible, from time to time during the term of this Agreement, to receive supplemental compensation for performance resulting in a coach qualifying for an incentive payment provided in that coach's contract. The amount of the supplemental compensation, the timing of the payment and the source of funding for the supplemental compensation shall be determined by the Director of Intercollegiate Athletics in consultation with the coach.</p>

CONSENT
JUNE 17-18, 2025

ATTACHMENT 11

Liquidated Damages Head XX Coaches in Mountain West Conference

Coach	School	Length of Contract	Total Comp	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Brian Knorr	Air Force	Unknown	Unknown	Unknown	Unknown	Unknown
Erik Chinander	Boise State	See Contract	\$ 550,000.00	Yes	Tied to years in contract	See Contract
Robert Livingston	Colorado State	2 Years (ending 12/31/27)	\$ 800,000.00	Unknown	Unknown	Unknown
Nick Benedetto	Fresno State	Unknown	Unknown	Unknown	Unknown	Unknown
Dennis Thurman	Hawaii	2 year (1/15/24-1/14/26)	\$ 250,002.00	Yes	Tied to years in contract	<p>Head Football Coach as set forth in Section 9.A, then Coach shall pay the University as liquidated damages, a lump sum amount equal to one hundred percent (100%) of Coach's then annual base salary within ninety (90) days of the date on which the termination occurs. This payment is the University's exclusive remedy subject to Coach also complying with Coach's obligations under Sections 8.A.vi, and 10. Coach shall not be liable or responsible for any other damages or loss to University, and the liquidated damage amount to be paid by Coach to University is in lieu of any and all other legal remedies or equitable relief and without regard to any mitigation of damages or loss that University obtains.</p> <p>i. In addition to the payment of liquidated damages as provided above in the event of a termination by the Coach, Coach will be obligated to reimburse University for any non-work related expenses incurred by Coach and paid through University.</p> <p>ii. Other than outlined in this Section, the Coach shall have no other</p>

Liquidated Damages Head XX Coaches in Mountain West Conference

Coach	School	Length of Contract	Total Comp	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
						<p>obligation to the University. Specifically, the Coach shall not be obligated to pay anything more or other than the liquidated damages calculated above as of the date of termination.</p> <p>iii. The parties 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 his employment at University, which are extremely difficult to determine with certainty, or fairly or adequately, and that the University may incur financial expenses and losses and suffer other injuries or damages as a result of Coach's termination of this Agreement, which are extremely difficult to determine with certainty, or fairly or adequately.</p>
Kane Ioane	Nevada	2 Year (12/18/2023 - 12/31/25)	\$ 310,000	Yes	Tied to years in contract	<p>If the Employee terminates this Agreement for convenience on or before December 31, 2025, all obligations of the University shall cease as of the effective date of the termination, and the Employee or Employee's designee, as appointed in employee's sole discretion, shall pay to the University, as liquidated damages and not a penalty, an amount equal to 50% of the remainder of Employee's Salary. The Employee's appointment of a designee does not relieve Employee of the obligation to pay the liquidated damages, if the designee does not pay the liquidated damages. Employee shall pay the liquidated damages as stated in this Article 6.2 a.2.</p> <p>The liquidated damages shall be due and payable within 60 calendar days of the effective date of the termination, or in accordance with a payment schedule agreed upon by the President of the University and the Employee in writing, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.</p> <p>In the event the Employee terminates this Agreement for convenience in order to take a head coach position in collegiate football in the United States, an FBS Play Calling Coordinator position or any full time coaching position with the National Football League, which position the University is able to confirm to its satisfaction, in its sole discretion, through Employee's new employer, this Article 6.2 a.2 shall be waived.</p> <p>6.2 a.3 Not a Penalty The parties have both been represented by, or had the opportunity to consult with, legal counsel in the negotiation of this Agreement 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 Employee, that the University will lose the benefit of its investment in the Employee, and that the University may face potentially increased compensation costs if Employee terminates this Agreement for convenience, all of which amounts are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by Employee is University's sole remedy and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for any and all damages and injury suffered by it because of such termination by Employee. The liquidated damages</p>
<u>Joe Morris</u>	New Mexico	1.5 year (1/16/24-6/30/25)	\$ 215,000	Yes	Tied to years in contract	<p>(a) In the event Coach unilaterally terminates the Agreement, either expressly or constructively, without permission, Coach acknowledges that the NMSU will be irreparably harmed and agrees to pay to NMSU, as liquidated damages, a sum of money to be determined by the following formula: the number of months remaining in the term of the Agreement from the unilateral termination to the Expiration Date multiplied by the Coach's monthly base salary (annual salary divided by 12) multiplied by 0.1. In the event of a voluntary termination by Coach without permission, Coach will not be entitled to receive any further compensation or leave pay outs, or other benefits under this Agreement, and will be liable to NMSU only for damages as provided by law for breach of contract. In the determination of damages, Coach will not be entitled to an offset for salary and benefits not paid for the remainder of the term of the Agreement.</p> <p>(c) Notwithstanding the foregoing, the parties agree that upon a public formal announcement that the Head Coach will be leaving the program, or upon the actual departure of the Head Coach from the program, Coach is released from any obligation to pay damages of any kind in the event of a voluntary termination by Coach occurring after the announcement or actual departure of Head Coach.</p>

CONSENT

Liquidated Damages Headline Coach is Mountain West Conference

JUNE 17, 2025

ATTACHMENT 11

Coach	School	Length of Contract	Total Comp	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Rob Aurich	San Diego State	2 year (ending 2/28/25)	\$ 220,008	Unknown	Unknown	Unknown
Derrick Odum	San Jose State	Unknown	\$ 369,024	Unknown	Unknown	Unknown
<u>Zach Arnett</u>	UNLV	Unknown	\$ 350,000	Unknown	Unknown	Unknown
<u>Nick Howell</u>	Utah State	Unknown	Unknown	Unknown	Unknown	Unknown
Aaron Bohl	Wyoming	1 Year (ending 2/28/25)	\$ 250,008	Yes	Sliding Scale	Excluding termination under Paragraph 7 a through e above, if in the judgment of the Director of Intercollegiate Athletics, with the concurrence of the President, the best interests of the UNIVERSITY would be served by terminating EMPLOYEE'S appointment prior to the ending date of this Agreement, such termination may be effected immediately. In such event, the UNIVERSITY'S liability for any damages or payments created by this appointment shall be limited to any salary owing for the remaining term of this Agreement. If EMPLOYEE takes another position in collegiate or professional athletics during the Agreement period, the amount of damages owed by UNIVERSITY shall be limited to the difference between the base salary owed by the UNIVERSITY pursuant to this Paragraph and the base salary earned through new employment. If the EMPLOYEE'S new employment provides a greater base salary than the UNIVERSITY base salary, the UNIVERSITY'S obligation to pay shall cease immediately upon the EMPLOYEE'S acceptance of the new position.

*Sliding Scale, Flat Rate, Tied to years in contract

**EMPLOYMENT AGREEMENT
AMENDMENT – EXTENSION**

This Amendment is effective as of the date of final signature below by and between Boise State University (the University) and Stacy Collins (Coach). The following terms and conditions amend and extend the Employment Agreement between the parties.

1. **Section 2.1 is amended to extend the Term by one year; the Term will now terminate on February 28, 2027.**
2. **Section 3.1.1.a is amended to increase the annual salary to \$360,000 for the period beginning March 1, 2025.**
3. **For clarity, Section 5.4.3 remains the same and pursuant to this extension, the Term ends February 28, 2027.**
4. **All other terms and conditions shall also remain unchanged.**

University

Coach

Jeramiah Dickey
Director of Athletics

Stacy Collins

Date

Date

Dr. Jeremiah Shinn
Interim President

Date

Approved by the Idaho State Board of Education on the ____ day of May, 2025.

EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

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

ARTICLE 2

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

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

ARTICLE 3

3.1. Regular Compensation.

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

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

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

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

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

3.2.1 Athletic Achievement Incentive Pay.

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

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

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

College Football Playoff (“CFP”):

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

Maximum Cumulative College Football Playoff Payout 20% of salary

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

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

3.2.2. Academic Achievement Incentive Pay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4

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

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

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

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

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

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

4.3. Outside Income. In accordance with NCAA rules, Coach shall obtain prior written approval from the President and the Director (such approval not to be unreasonably withheld) for all athletically-related and other business-related income and benefits from sources outside the University and shall report the source and amount of all such income and benefits in accordance with the Department's Outside Income Reporting Form. The report shall be in a format reasonably

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satisfactory to University. In no event shall Coach accept or receive directly or indirectly any monies, benefits, or gratuities whatsoever from any person, association, corporation, University booster club, University alumni association, University foundation, or other benefactor, if the acceptance or receipt of the monies, benefits, or gratuities would violate applicable law or the policies, rules, and regulations of the University, the Board, the conference, or the NCAA.

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

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

ARTICLE 5

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

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

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

Conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution;

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

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

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

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

5.2. Reserved.

5.3. Termination of Coach for Convenience of University.

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

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

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

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

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

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

5.4. Termination by Coach for Convenience.

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

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

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

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

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

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

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

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

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

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

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

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

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For clarity, this Section 5.3 shall not apply if Coach terminates this Agreement to accept employment that is not Similar or Related Employment. This Section 5.3. is also inapplicable if Coach terminates this Agreement because of a material breach by the University.

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

5.5. Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Collins Contract
2024 to 2026
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6.15. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings with respect to the same subject matter. No amendment or modification of this Agreement shall be effective unless in writing, signed by both parties, and approved by the Board.


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

University



Jeramiah Dickey (Jun 25, 2024 11:09 MDT)
Jeramiah Dickey
Director of Athletics
06/25/2024


Date



Dr. Marlene Tromp
President
07/15/2024

Date

Coach



Stacy Collins (Jun 25, 2024 11:07 MDT)
Stacy Collins
06/25/2024

Date

Approved by the Idaho State Board of Education on the 12th day of June, 2024.

Coach Stacy Collins Maximum Compensation Calculation - 2025-2027

			Year 1	Year 2
3.1.1a	Annual Base Salary		\$ 360,000	\$ 360,000
3.2.1 & 3.2.2	Additional Pay based on Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game & Academic Achievement (max cumulative payout)		\$ 36,000	\$ 36,000
3.2.1	Additional Pay based on College Football Playoff ("CFP") (max cumulative payout)		\$ 72,000	\$ 72,000
	Total Maximum potential annual compensation under Employment Agreement		\$ 468,000	\$ 468,000

CONSENT
JUNE 17-18, 2025

ATTACHMENT 15

Salary and Incentive Comparisons Head XX Coaches in Mountain West Conference

Coach	School	Base Salary	Incentives
Tim Horton	Air Force	Unknown	Unknown
Stacy Collins	Boise State	\$ 360,000	See contract
Tommy Perry	Colorado State	\$ 159,750.00	Unknown
John Baxter	Fresno State	\$ 219,080.00	<p>a. Base Salary. The base salary paid by the University to Employee for their services and the satisfactory performance of the terms and conditions of this Appointment Letter in the position of Assistant Football Coach: Special Teams Coordinator, will be at the rate of \$18,257.00 per month or \$219,080.00 on an annual basis, payable in equal monthly warrants by the University to Employee on or about the last day of each consecutive calendar month during the term of this appointment.</p> <p>2) Affiliated Conference Success</p> <p>a) Eight percent (8%) of current annual base salary if Mountain West Conference or at-large bowl game participant</p> <p>b) Ten percent (10%) of current annual base salary if Mountain West Conference or at-large bowl game and Mountain West Conference Division Champions</p> <p>c) Twelve percent (12%) of current annual base salary if Mountain West Conference or at-large bowl game and Mountain West Conference Championship game winner</p> <p>d) Sixteen percent (16%) of current base salary if Mountain West Conference Championship game winner and BCS/CFP bowl game participant</p> <p><i>Only one may be awarded</i></p> <p>The performance relating to the Mountain West Conference (MWC) ranking will be evaluated at the conclusion of the MWC regular season (excluding the MWC Championship contest). However, the national rankings will be concluded at the end of the regular season contests for all Division I FBS conferences.</p>
Thomas Sheffield	Hawaii	\$ 187,506.00	Unknown
Parker Henry	Nevada	\$ 120,000	Unknown
<u>Daniel Da Prato</u>	New Mexico	Unknown	Unknown
Zac Barton	San Diego State	\$300,000	Unknown

Updated January 2025

based on last year's contract

CONSENT
JUNE 17-18, 2025

ATTACHMENT 15

Salary and Incentive Comparisons Head XX Coaches in Mountain West Conference

Coach	School	Base Salary	Incentives
Not listed	San Jose State	Unknown	Unknown
Adam Scheier	UNLV	Unknown	Unknown
<u>Shane Hunter</u>	Utah State	Unknown	Unknown
Shannon Moore/Benny Boyd	Wyoming	\$ 165,000	Unknown

Updated January 2025

CONSENT JUNE 17-18, 2025

ATTACHMENT 16

Liquidated Damages Head XX Coaches in Mountain West Conference

Coach	School	Length of Contract	Salary	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Tim Horton	Air Force	Unknown	Unknown	Unknown	Unknown	Unknown
Stacy Collins	Boise State	see contract	\$ 360,000	Yes	Tied to years in contract	See contract
Tommy Perry	Colorado State	At Will	\$ 159,750.00	Unknown	Unknown	Unknown
John Baxter	Fresno State	1 year - 2/1/23-1/31/24	\$ 223,880	Yes	Percentage	<p>a) If the Employee resigns his position as Assistant Football Coach: Special Teams Coordinator before the conclusion of the 2023 football season including post-season competition, Employee will pay the Fresno Athletic Corporation ("Athletic Corporation") an early departure fee equal to 50% of his current annual base salary within 30 days of the effective date of the resignation.</p> <p>Amounts owed to the Athletic Corporation shall be paid in full no later than 30 days from the effective date of the resignation.</p>
Thomas Sheffield	Hawaii	Unknown	\$ 187,506	Unknown	Tied to years in contract	<p>3. <u>TERMINATION OF AGREEMENT BY COACH:</u></p> <p>A. Coach may terminate this Agreement without legal or equitable penalty (including any payment of liquidated damages as referenced below) by giving verbal and written notice to the Athletics Director and Head Football Coach after six (6) months of continuous employment of the term set forth in Section 2.A. above.</p> <p>B. If Coach voluntarily terminates this Agreement prior to six (6) months of continuous employment of the term set forth in Section 2.A above and without providing verbal and written notice to the Athletics Director and Head Football Coach as set forth in Section 9.A, then Coach shall pay the University as liquidated damages, a lump sum amount equal to one hundred percent (100%) of Coach's then annual base salary within ninety (90) days of the date on which the termination occurs. This payment is the University's exclusive remedy subject to Coach also complying with Coach's obligations under Sections 8.A.vi, and 10. Coach shall not be liable or responsible for any other damages or loss to University, and the liquidated damage amount to be paid by Coach to University is in lieu of any and all other legal remedies or equitable relief and without regard to any mitigation of damages or loss that University obtains.</p> <p>i. In addition to the payment of liquidated damages as provided above in the event of a termination by the Coach, Coach will be obligated to reimburse University for any non-work related expenses incurred by Coach and paid through University.</p>
Parker Henry	Nevada	At Will	\$ 120,000	Unknown	Unknown	Unknown
Daniel Da Prato	New Mexico	Unknown	Unknown	Unknown	Unknown	Unknown
Zac Barton	San Diego State	2 year - ending 2/28/25	\$300,000	Unknown	Unknown	Unknown
Not listed	San Jose State	Unknown	Unknown	Unknown	Unknown	Unknown
Adam Scheier	UNLV	Unknown	Unknown	Unknown	Unknown	Unknown
<u>Shane Hunter</u>	Utah State	Unknown	Unknown	Unknown	Unknown	Unknown
Shannon Moore/Benny Boyd	Wyoming	1 year ending 2/28/25	\$ 165,000	Unknown	Unknown	Unknown

Updated January 2025

*Based on old contract

*Sliding Scale, Flat Rate, Tied to years in contract

**EMPLOYMENT AGREEMENT
AMENDMENT – EXTENSION**

This Amendment is effective as of the date of final signature below by and between Boise State University (the University) and Timothy Keane (Coach). The following terms and conditions amend and extend the Employment Agreement between the parties.

1. **Section 1.1 is amended to change the Coach's title to Assistant Coach / Run Game Coordinator (the Position).**
2. **Section 2.1 is amended to extend the Term by one year; the Term will now terminate on February 28, 2027.**
3. **Section 3.1.1.a is amended to increase the annual salary to \$350,000 for the period beginning March 1, 2025.**
4. **For clarity, Section 5.4.3 remains the same and pursuant to this extension, the Term ends February 28, 2027.**
5. **All other terms and conditions shall also remain unchanged.**

University

Coach

Jeramiah Dickey
Director of Athletics

Timothy Keane

Date

Date

Dr. Jeremiah Shinn
Interim President

Date

Approved by the Idaho State Board of Education on the ____ day of May, 2025.

EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

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

ARTICLE 2

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

2.2. Extension or Renewal. This Agreement may be extended or renewed solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. 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 \$260,000, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board; and
- b) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- c) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements except that, in accordance with Board Policy II.H.6.b.ii, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and
- d) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- e) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

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

3.2.1 Athletic Achievement Incentive Pay.

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

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

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

College Football Playoff (“CFP”):

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

Maximum Cumulative College Football Playoff Payout 20% of salary

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

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

3.2.2. Academic Achievement Incentive Pay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4

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

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

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

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

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

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

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

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

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

ARTICLE 5

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

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

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

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

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

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

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

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

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

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

5.3. Termination of Coach for Convenience of University.

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

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

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

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

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

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

5.4. Termination by Coach for Convenience.

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

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

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

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

And further, if Coach terminates this Agreement for convenience during the first fourteen months of the Term, then the multiplier will be double the multiplier as listed above.

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

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

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

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

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

5.4.4. The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in

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

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

5.5. Termination due to Disability or Death of Coach.

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

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

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

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

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

5.8. Waiver of Rights. Because Coach is receiving the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University employees, if the University suspends or reassigns Coach, or terminates this

Agreement for good or adequate cause, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment related rights provided for in Board policy, and the University policies.

ARTICLE 6

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

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

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

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

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

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

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

6.8. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor,

Keane Contract
2024 to 2026
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governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

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

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

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

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

Coach: Timothy Keane
 Last known address on file with
 University's Human Resource Services

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

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

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

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

Keane Contract
2024 to 2026
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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.


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


Jeremiah Dickey (May 30, 2024 12:53 MDT)
Jeremiah Dickey
Director of Athletics
05/30/2024
Date


Dr. Marlene Tromp
President
07/15/2024
Date

Coach


Timothy Keane (May 30, 2024 11:06 MDT)
Timothy Keane
05/30/2024
Date

Coach Timothy Keane Maximum Compensation Calculation - 2025-2027

			Year 1	Year 2
3.1.1a	Annual Base Salary		\$ 350,000	\$ 350,000
3.2.1 & 3.2.2	Additional Pay based on Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game & Academic Achievement (max cumulative payout)		\$ 35,000	\$ 35,000
3.2.1	Additional Pay based on College Football Playoff ("CFP") (max cumulative payout)		\$ 70,000	\$ 70,000
	Total Maximum potential annual compensation under Employment Agreement		\$ 455,000	\$ 455,000

CONSENT
JUNE 17-18, 2025

ATTACHMENT 20

Salary and Incentive Comparisons Head XX Coaches in Mountain West Conference

Updated January 2025

Coach	School	Base Salary	Incentives
NA	Air Force	NA	NA
Tim Keane	Boise State	\$ 350,000	See contract
<u>Bill Best</u>	Colorado State	\$ 230,000	Unknown
NA	Fresno State	NA	NA
NA	Hawaii	NA	NA
<u>Brian Armstrong</u>	Nevada	\$ 290,000	<p>At the discretion of the Athletic Director, with the approval of the president or their designee, for each year that the Program's single year APR is 940 or above, or as established by the NCAA or the Conference, whichever is the higher, Employee may earn the additional amounts, not subject to COLA, retirement contributions, or retirement deductions, set forth below for the Program achieving the following:</p> <p>a. The highest of the following: For a Conference Championship Game Appearance \$5,000 For winning the Conference Championship Game \$10,000</p> <p>and</p> <p>b. The highest of the following: For participation in a Bowl Game \$5,000 For winning a Bowl Game \$10,000 For participation in a NY6 Bowl Game \$20,000 For winning a NY6 Bowl Game \$25,000 For participation in the College Football Playoff (CFP) \$20,000 For advancing to a CFP Quarter-final Game \$25,000 For advancing to a CFP Semi-final Game \$30,000 For participation in the National Championship Game \$35,000 For winning the National Championship Game \$40,000</p>
NA	New Mexico	NA	NA
<u>Mike Schmidt</u>	San Diego State	\$ 225,000	Unknown
Mike Judge	San Jose State	Unknown	Unknown

CONSENT
JUNE 17-18, 2025

Salary and Incentive Comparisons Head XX Coaches in Mountain West Conference

ATTACHMENT 20

Updated January 2025

Coach	School	Base Salary	Incentives
<u>Adrian Mayes</u>	UNLV	\$ 175,000	Unknown
Mario Acitelli	Utah State	Unknown	Unknown
NA	Wyoming	NA	NA

CONSENT
JUNE 17-18, 2025

ATTACHMENT 21

Liquidated Damages Head XX Coaches in Mountain West Conference

Updated January 2025

Coach	School	Length of Contract	Salary	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
NA	Air Force	NA	NA	NA	NA	NA
Tim Keane	Boise State	See contract	See contract	See contract	See contract	See contract
<u>Bill Best</u>	Colorado State	Unknown	\$ 230,000	Unknown	Unknown	Unknown
NA	Fresno State	NA	NA	NA	NA	NA
NA	Hawaii	NA	NA	NA	NA	NA
<u>Brian Armstrong</u>	Nevada	2 years (ending 12/31/25)	\$ 300,000	Yes	Tied to years in contract	<p>If the Employee terminates this Agreement for convenience on or before December 31, 2025, all obligations of the University shall cease as of the effective date of the termination, and the Employee or Employee's designee, as appointed in employee's sole discretion, shall pay to the University, as liquidated damages and not a penalty, an amount equal to 50% of the remainder of Employee's Salary. The Employee's appointment of a designee does not relieve Employee of the obligation to pay the liquidated damages; if the designee does not pay the liquidated damages, Employee shall pay the liquidated damages as stated in this Article 6.2.a.2.</p> <p>The liquidated damages shall be due and payable within 60 calendar days of the effective date of the termination, or in accordance with a payment schedule agreed upon by the President of the University and the Employee in writing, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.</p> <p>In the event the Employee terminates this Agreement for convenience in order to take a head coach position in collegiate football in the United States, an FBS Play Calling Coordinator position or any full time coaching position with the National Football League, which position the University is able to confirm to its satisfaction, in its sole discretion, through Employee's new employer, this Article 6.2.a.2 shall be waived.</p>
NA	New Mexico	NA	NA	NA	NA	NA
<u>Mike Schmidt</u>	San Diego State	2 years ending 2/28/26	\$225,000	Unknown	Unknown	Unknown
Mike Judge	San Jose State	Unknown	Unknown	Unknown	Unknown	Unknown
<u>Adrian Mayes</u>	UNLV	Unknown	Unknown	Unknown	Unknown	Unknown
Mario Acitelli	Utah State	Unknown	Unknown	Unknown	Unknown	Unknown
NA	Wyoming	NA	NA	NA	NA	NA

*Sliding Scale, Flat Rate, Tied to years in contract

CONSENT
JUNE 17-18, 2025

BOISE STATE UNIVERSITY

SUBJECT

Employment Agreement for Head Football Coach

REFERENCE

June 2024

The Board approved a five-year and three-month employment agreement with Coach Danielson.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State is requesting approval of an employment agreement extension for their Head Football Coach - Spencer Danielson.

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

Danielson became the 12th head coach in Boise State football history on December 3, 2023, following a three-week stint as interim head coach. He guided the Broncos to three straight wins and a Mountain West championship, making history as the first interim FBS head coach to win a conference title game in 2023.

The former Boise State defensive coordinator followed up his interim stint with a 2024 season in which he led the nationally-ranked Broncos to the program's first College Football Playoff appearance, back-to-back Mountain West championships for a program-first, and was named the Mountain West Coach of the Year after leading the team to a 12-win season – their most wins in a single-season since 2019. The 2024 season also saw Boise State be ranked in the top-10 in the nation in several offensive categories – including fifth in scoring offense and eighth in total offense – and among the best in the Mountain West in major defensive categories. The team featured junior running back Ashton Jeanty, who became the program's first Maxwell Award and Doak Walker Award winner. Jeanty, who fell only 27 rushing yards shy of matching Barry Sanders' single-season FBS record, was also a Heisman Trophy runner-up.

IMPACT

The salary for the head coach is funded with program revenues, media, donations and other non-state funds. Terms are as follows:

Term Extension: One-year extension to remain a five-year contract, ending February 28, 2030.

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Base Compensation: Salary increase to:

Year 2 - March 1, 2025 – February 28, 2026 = \$2,000,000;
Year 3 - March 1, 2026 – February 28, 2027 = \$2,100,000;
Year 4 - March 1, 2027 – February 29, 2028 = \$2,200,000;
Year 5 - March 1, 2028 – February 28, 2029 = \$2,300,000;
Year 6 - March 1, 2029 – February 28, 2030 = \$2,400,000;

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

- (a) \$3,500,000 if the Agreement is terminated on or before February 28, 2026; and
- (b) \$3,000,000 if the Agreement is terminated between March 1, 2026 and February 28, 2027 inclusive; and
- (b) \$2,500,000 if the Agreement is terminated between March 1, 2027 and February 29, 2028 inclusive; and
- (c) \$2,000,000 if the Agreement is terminated between March 1, 2028 and February 28, 2029, inclusive; and
- (d) \$1,000,000 if the Agreement is terminated between March 1, 2029 and February 28, 2030, inclusive.

All other terms and conditions remain unchanged.

ATTACHMENTS

Attachment 1 – 2019-2023 APR Summary
Attachment 2 – Proposed Contract Extension for Spencer Danielson
Attachment 3 – Executed Employment Contract for Spencer Danielson
Attachment 4 – Danielson Maximum Compensation Calculation
Attachment 5 – Base Salary and Incentive Comparison – Head Coaches
Attachment 6 – Liquidated Damages Comparison – Head Coaches

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Boise State University (BSU) is requesting Board approval of a one (1) year extension to Head Football Coach Spencer Danielson's contract, maintaining the five (5) year term length through February 28, 2030, and adjusting base pay and liquidated-damages provisions. The amendment follows the Board-approved template and remains fully funded with athletics revenue, media rights, donations, and other non-appropriated sources.

Policy Compliance & Market Context: Board Policy II.H: Contract length remains at the five (5) year maximum and the amendment requires Board approval. Market comparison (Attachment 5) shows the adjusted salary moves Coach Danielson from lower-third to mid-range among Group-of-Five peers that have appeared in the College Football Playoff, while still well below the Mountain West's "Power 4" transition benchmark. Buy-out schedule strengthens retention in the near term and protects BSU's investment in football programs momentum.

CONSENT
JUNE 17-18, 2025

APR performance: Football four-year APR of 981 (Attachment 1) meets Board academic-progress expectations; academic-incentive language remains unchanged

Financial Impact: BSU Athletics projects FY2026 football revenues sufficient to cover the \$2 M base plus potential incentives under conservative ticket-sales and College Football Playoff revenue assumptions. Multi-year proformas show department cash flow remaining positive with scheduled media-rights escalators and donor commitments.

Risk Assessment: Extension preserves coaching stability after consecutive Mountain West titles and the program's first College Football Playoff berth, mitigating competitive and recruiting risks. Liquidated-damage escalation offsets salary increase, reducing early-departure exposure. Contract retains offset and mitigation language should the coach be terminated for cause or accept comparable employment elsewhere.

Board staff finds the proposed amendment to BSU Head Football Coach Spencer Danielson's contract consistent with Board policy, financially sustainable, and strategically important to maintain the program's recent competitive success with back-to-back Mountain West Championships and College Football Playoff appearance.

Staff recommends approval of the employment-agreement extension for Head Coach Spencer Danielson as presented.

BOARD ACTION

I move to approve the request by Boise State University to enter into the employment agreement extension with Spencer Danielson as the head coach for its football team, as presented in the attached documents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BOISE STATE UNIVERSITY

Football APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2019-20	2020-21	2021-22	2022-23*
Football	983	990	982	976
<i>National % Rank by Sport</i>	<i>80-90</i>	<i>90-100</i>	<i>70-80</i>	<i>70-80</i>

REPORT YEAR

Raw Score for single year

Percentile Rank for Sport

* 2023-24 APR release is May 2025

MULTI-YEAR APR (4-Year Rolling Average)

Football	985	990	988	982
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SINGLE YEAR GRADE POINT AVERAGE (GPA)

	2020-21	2021-22	2022-23	2023-24
Football	3.05	3.03	3.08	3.10

**EMPLOYMENT AGREEMENT
AMENDMENT – EXTENSION**

This Amendment is effective as of the date of final signature below by and between Boise State University (the University) and Spencer Danielson (Coach). The following terms and conditions amend and extend the Employment Agreement between the parties.

1. **Section 2.1 is amended to extend the Term by one year; the Term will now terminate on February 28, 2030.**
2. **Section 3.1.1.a is amended to increase the annual salary as follows:**
 - Year 2 - March 1, 2025 – February 28, 2026 = \$2,000,000;
 - Year 3 - March 1, 2026 – February 28, 2027 = \$2,100,000;
 - Year 4 - March 1, 2027 – February 29, 2028 = \$2,200,000;
 - Year 5 - March 1, 2028 – February 28, 2029 = \$2,300,000;
 - Year 6 - March 1, 2029 – February 28, 2030 = \$2,400,000;
3. **Section 5.3.3 is amended to the Coach shall pay to the University, as liquidated damages and not a penalty, the following sum:**
 - (a) \$3,500,000 if the Agreement is terminated on or before February 28, 2026; and
 - (b) \$3,000,000 if the Agreement is terminated between March 1, 2026 and February 28, 2027 inclusive; and
 - (b) \$2,500,000 if the Agreement is terminated between March 1, 2027 and February 29, 2028 inclusive; and
 - (c) \$2,000,000 if the Agreement is terminated between March 1, 2028 and February 28, 2029, inclusive; and
 - (d) \$1,000,000 if the Agreement is terminated between March 1, 2029 and February 28, 2030, inclusive.
4. **All other terms and conditions shall also remain unchanged.**

University

Coach

Jeramiah Dickey
Director of Athletics

Spencer Danielson

Date

Date

Dr. Jeremiah Shinn
Interim President

Date

Approved by the Idaho State Board of Education on the ____ day of June, 2025.

Name Contract
20## to 20##
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CONSENT - BAHR
TAB 2

EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. In addition to the duties described herein, Coach will be wholly committed to development of student-athletes, and their athletic and academic success, in addition to overall program success.

ARTICLE 2

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

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

ARTICLE 3

3.1. Regular Compensation.

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

- a) An annual salary of as follows:
Year 1 - December 10, 2023 – February 29, 2024 = \$249,617.20
March 1, 2024 – February 28, 2025 = \$1,100,000;
Year 2 - March 1, 2025 – February 28, 2026 = \$1,200,000;
Year 3 - March 1, 2026 – February 28, 2027 = \$1,300,000;
Year 4 - March 1, 2027 – February 29, 2028 = \$1,400,000;
Year 5 - March 1, 2028 – February 28, 2029 = \$1,500,000;
payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President and approved by the Board;
- b) A one-time signing bonus payment of \$35,000 will be paid within thirty (30) days after the execution of this agreement and final Board of Education approval.
- c) A one-time retention bonus of \$300,000 paid on the first regular pay date in April 2027, if Coach is still employed as the Head Coach by the University on that date.
- d) A one-time retention bonus of \$200,000 paid on the first regular pay date in February 2029, if Coach is still employed as the Head Coach by the University on that date.
- e) Coach may be eligible to receive a Change in Employee Compensation (CEC) increase, if approved by the Idaho Legislature. A CEC, if granted, and in what amounts, will be at the Athletic Director's sole discretion; and
- f) The opportunity to receive such employee benefits as the University provides generally to non-faculty professional employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements except that, in accordance with Board Policy II.H.6.b.ii, Coach does not accrue and use annual leave (vacation) hours but may take leave (other than sick leave) with prior written approval of the Director; and

- g) Assignment of one vehicle through the University's Department of Athletics (the Department) trade-out program during the Term of this Agreement, subject to and according to the policy of the Board and any separate agreement(s) relating to the vehicle; specifically, Coach shall be responsible for insurance premiums for personal use of the vehicle; and
- h) The opportunity to receive such employee benefits as the Department provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits; and
- i) Spouse travel to all away games, post-season bowl games and, at the invitation of the Director, other special events; and
- j) Spouse and children travel to post-season bowl games; and
- k) Ten (10) complimentary tickets (football, basketball, and otherwise, including parking passes) to University sporting events.

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

3.2 Supplemental Compensation. Each year Coach may be eligible to receive supplemental compensation while Coach is continuously employed as the Head Coach, as follows:

3.2.1 Athletic Achievement Incentive Pay.

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

Team wins sixth (6th) Conference game against a Mountain West Conference (Conference) opponent	1% of salary
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Team wins seventh (7th) Conference game against a Conference opponent	1% of salary
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Team wins eighth (8th) Conference game against a Conference opponent	2% of salary
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Team wins game against a Power 4 conference opponent in a non-Conference, regular season game 2% of salary

Team Participates in the Conference Championship Game 4% of salary

Team prevails as the Conference Champions 6% of salary

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

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

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

College Football Playoff (“CFP”):

Team participates in a first-round game of the College Football

Playoff (including a first-round bye) 8% of salary

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

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

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

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

Maximum Cumulative College Football Playoff Payout 20% of salary

Coach of the Year:

Coach earns Conference Coach of the Year 2% of salary

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

Coach earns National Coach of the Year 4% of salary

Maximum Coach of the Year Payout 8% of salary

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

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

3.2.2. Academic Achievement Incentive Pay.

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

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

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

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

All Incentive Pay amounts pursuant to Section 3.2 shall be cumulative within each of the following sections described above and shall in no event exceed the cumulative total supplemental compensation payment amounts in one contract Year, as those contract years are outlined in 3.1.1(a):

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

If Coach qualifies for any supplemental compensation, the amount paid to the Coach will be calculated on the percentage of base salary at time of occurrence. Provided, however, if conditions beyond the control of the University prevent the University from hosting home competitions at full capacity, supplemental compensation may be less than the amounts in Sections 3.2.1 and 3.2.2, above. If Coach is head coach for a partial calendar year, Academic Achievement Incentive Pay will be prorated for any partial calendar year. The amount of supplemental compensation in each Contract Year will be earned by and payable to Coach only if Coach is employed as the Head Coach of University on the day of the event that is the basis for the University paying the amount.

Coach is not entitled to supplemental compensation if Coach is placed on administrative leave or otherwise not performing the duties of Coach during the time the applicable achievement is attained.

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

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

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

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

3.3. Footwear; Apparel; Equipment. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. In order to avoid entering into an agreement with a competitor of any University selected vendors, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income

to the University in accordance with Section 4.2 of this Agreement. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

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

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

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

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

- j) The failure of Coach to disclose any criminal proceeding or accusation or finding of serious misconduct as required in Section 4.7 of this Agreement.

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

5.1.3. In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach, whether direct, indirect, supplemental or collateral, shall cease as of the date of such termination, provided, however, that Coach shall receive any earned but unpaid base salary as set forth in Section 3.1.1(a) as well as any earned but unpaid supplemental compensation accrued during the season as a result of participating in the event, as Head Coach, that is the basis for the University paying the amount, as set forth in Sections 3.2.1 and 3.2.2. The University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

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

5.2. Termination of Coach for Convenience of University.

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

5.2.2. In the event that the University terminates this Agreement for its own convenience, the University shall be obligated to pay Coach, as liquidated damages and not a penalty, 70% of the total remaining annual guaranteed compensation from base salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of the University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first.

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Liquidated damages are subject to a duty of mitigation and offset such that Coach must use reasonable best efforts to obtain other employment, commensurate with Coach's skills and experience as an NCAA Division I FBS Head Coach, during the original term of this Agreement and, in the event Coach obtains other employment of any kind or nature after such termination, then the amount of compensation the University pays will be adjusted and reduced by the amount of compensation paid Coach as a result of such other employment.

Coach specifically agrees to inform the University within ten (10) business days of obtaining other employment, and to advise the University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise the University shall constitute a material breach of this Agreement and the University's obligation to pay compensation under this provision shall end. Coach agrees not to accept employment for compensation at less than the fair value of Coach's services, as determined by all circumstances existing at the time of employment. Coach further agrees to repay to University all compensation paid to Coach by University after the date Coach obtains other employment, to which Coach is not entitled under this provision. Coach acknowledges that the University will withhold taxes and other payroll deductions from the payments due Coach pursuant to this Section 5.2.2, in such amounts and at such times as required by applicable law.

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

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

5.3. Termination by Coach for Convenience.

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

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

5.3.3. If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination; provided, however, that Coach shall receive any earned but unpaid base salary as set forth in Section 3.1.1(a) as well as any earned but unpaid supplemental compensation as set forth in Sections 3.2.1 and 3.2.2 if, and only if, he is the Head Coach at the time of the event, and participates in the event leading to the supplemental compensation. If Coach terminates this Agreement for convenience to commence, or enter into an agreement to commence, Similar or Related Employment (as defined in this section 5.3.3), Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: (a) \$2,500,000 if the Agreement is terminated on or before February 28, 2026; (b) \$1,500,000 if the Agreement is terminated between March 1, 2026 and February 28, 2027 inclusive; and (c) \$500,000 if the Agreement is terminated between March 1, 2027 and February 28, 2029, inclusive. The liquidated damages shall be due and payable within sixty (60) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid. For purposes of this Section 5.3.3, "Similar or Related Employment" means employment in football, coaching, or any capacity in sports (whether by title of the position or by performing the duties regularly associated with such position), including, but not limited to, employment (a) as a coach in any division of NCAA or NAIA athletics, (b) with a National Football League (NFL) team, or (c) in sports related media. If Coach terminates for convenience and does not immediately commence Similar or Related Employment, and therefore does not pay the liquidated damages, but then at a future date within twelve (12) months of termination for convenience commences, or enters into an agreement to commence in the future, employment as a collegiate head football coach, or professional (NFL) head football coach, or as an assistant coach at a university that is a member of the Conference, then liquidated damages will still be owed by Coach and the amount of liquidated damages owed shall be calculated as of the date Coach accepts, or agrees to accept, such employment as a collegiate or professional head coach or assistant coach at a member institution of the Conference. By way of example only and for the avoidance of doubt, if Coach terminates for convenience on February 1, 2026, and accepts employment as a collegiate or professional head coach on January 15, 2027, Coach, or his designee, would owe the University one million five hundred thousand dollars (\$1,500,000). However, if Coach terminates for convenience on February 1, 2026, and accepts employment as a collegiate or professional football head coach on July 1, 2028, neither Coach nor his designee would owe the University any liquidated damages.

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

5.3.4. The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in

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

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

5.4. Termination due to Disability or Death of Coach.

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

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

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

Coach: Spencer Danielson
 Last known address on file with
 University's Human Resource Services

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

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

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

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

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

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


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

University



Jeramiah Dickey (Jun 27, 2024 16:41 MDT)
Jeramiah Dickey
Director of Athletics
06/27/2024

Date



Dr. Marlene Tromp
President
07/15/2024

Date

Coach



Spencer Danielson (Jun 27, 2024 16:19 MDT)
Spencer Danielson
06/27/2024

Date

Approved by the Idaho State Board of Education on the 12th day of June, 2024.

Coach Spencer Danielson Maximum Compensation Calculation - 2025-2030

		2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
3.1.1a	Annual Base Salary	\$ 2,000,000	\$ 2,100,000	\$ 2,200,000	\$ 2,300,000	\$ 2,400,000
3.1.1c	Retention Bonus	\$ -	\$ -	\$ 300,000	\$ -	\$ -
3.1.1d	Retention Bonus	\$ -	\$ -	\$ -	\$ 200,000	\$ -
3.2.1 & 3.2.2	Additional Pay based on Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game & Academic Achievement (max cumulative payout)	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
3.2.1	Additional Pay based on College Football Playoff ("CFP") (max cumulative payout)	\$ 400,000	\$ 420,000	\$ 440,000	\$ 460,000	\$ 480,000
3.2.1	Additional Pay based on Coach of the Year (max cumulative payout)	\$ 160,000	\$ 168,000	\$ 176,000	\$ 184,000	\$ 192,000
	Total Maximum potential annual compensation under Employment Agreement	\$ 2,760,000	\$ 2,888,000	\$ 3,316,000	\$ 3,344,000	\$ 3,272,000

Salary and Incentive Comparisons
Head Football Coaches in Mountain West Conference

Coach	School	2025-26 Salary	Incentives																																																								
Troy Calhoun	Air Force	NA	NA																																																								
Spencer Danielson	Boise State	\$ 2,000,000	See Contract																																																								
Jay Norvell	Colorado State	\$ 1,900,000	<div><p>a. Base Salary. For all services rendered and to be rendered hereunder, during the Term of this Agreement, CSU agrees to pay to Norvell, and Norvell agrees to accept an annual base salary in the amounts set forth below ("Base Salary"), which shall be paid in monthly installments, beginning on the Effective Date and ending upon the expiration or termination of the Term. Such base salary shall be subject to such deductions or withholdings as CSU is required to make pursuant to law or by further agreement with Norvell. The Director will evaluate Norvell's performance at least annually following the end of each football season.</p><table><tr><th>Contract Year</th><th>Base Salary</th></tr><tr><td>01/01/2022 – 12/31/2022</td><td>\$1,600,000</td></tr><tr><td>01/01/2023 – 12/31/2023</td><td>\$1,700,000</td></tr><tr><td>01/01/2024 – 12/31/2024</td><td>\$1,800,000</td></tr><tr><td>01/1/2025 – 12/31/2025</td><td>\$1,900,000</td></tr><tr><td>01/01/2026 – 12/31/2026</td><td>\$2,000,000</td></tr></table></div> <p>b. Incentive Compensation. If, while Norvell is employed as the Head Coach, (1) the Program's four-year APR following the preceding year's data collection meets or exceeds the NCAA's "cut score" requirement for that year (for example 930 for the 2020-2021 data collection year), provided that this APR minimum pre-requisite does not apply during the first year of the Term given that the calculation is based on the preceding year's data, (2) there have been no findings or formal allegations of a Level I or Level II NCAA violation against the Program during the calendar year under consideration (e.g., January 1, 2020 through December 31, 2020), and (3) the Program attains one or more of the achievements enumerated below, Norvell will be entitled to the following compensation for such an achievement during that season:</p> <table><tr><th>Achievement</th><th>Compensation</th></tr><tr><td>Winning Four (4) Conference Regular Season Games</td><td>\$25,000</td></tr><tr><td>Winning Five (5) Conference Regular Season Games</td><td>\$25,000</td></tr><tr><td>Winning Six (6) Conference Regular Season Games</td><td>\$50,000</td></tr><tr><td>Winning a Seventh (7th) Regular Season Game</td><td>\$50,000</td></tr><tr><td>Winning an Eighth (8th) Regular Season Game</td><td>\$50,000</td></tr><tr><td>Winning an Ninth (9th) Regular Season Game</td><td>\$50,000</td></tr><tr><td>Winning the Tenth (10th) or more Regular Season Game</td><td>\$50,000</td></tr><tr><td>Qualifying to Play in the Conference Championship Game</td><td>\$50,000</td></tr><tr><td>Winning the Conference Championship Game</td><td>\$50,000</td></tr><tr><td>Being Selected to Play in a Bowl Game</td><td>\$50,000</td></tr><tr><td>Winning a Bowl Game</td><td>\$50,000</td></tr><tr><td>Being Selected to Play in a Host Bowl as part of the College Football Playoff</td><td>\$100,000</td></tr><tr><td>Being Selected to Play in the Semifinal of the College Football Playoff</td><td>\$150,000</td></tr><tr><td>Being Selected to Play in the Final of the College Football Playoff</td><td>\$200,000</td></tr><tr><td>Winning a College Football Playoff</td><td>\$100,000</td></tr><tr><td>Winning the Conference Coach of the Year Award for the First Time</td><td>\$25,000</td></tr><tr><td>Winning the Conference Coach of the Year Award for the Second Time</td><td>\$50,000</td></tr><tr><td>Winning the Conference Coach of the Year Award for the Third Time</td><td>\$75,000</td></tr><tr><td>Winning the Conference Coach of the Year Award for the Fourth Time</td><td>\$100,000</td></tr><tr><td>Winning the Conference Coach of the Year Award for the Fifth Time</td><td>\$125,000</td></tr><tr><td>Winning the Paul Bear Bryant, Associated Press or Home Depot National Coach of the Year Award (limited to one)</td><td>\$100,000</td></tr></table>	Contract Year	Base Salary	01/01/2022 – 12/31/2022	\$1,600,000	01/01/2023 – 12/31/2023	\$1,700,000	01/01/2024 – 12/31/2024	\$1,800,000	01/1/2025 – 12/31/2025	\$1,900,000	01/01/2026 – 12/31/2026	\$2,000,000	Achievement	Compensation	Winning Four (4) Conference Regular Season Games	\$25,000	Winning Five (5) Conference Regular Season Games	\$25,000	Winning Six (6) Conference Regular Season Games	\$50,000	Winning a Seventh (7th) Regular Season Game	\$50,000	Winning an Eighth (8th) Regular Season Game	\$50,000	Winning an Ninth (9th) Regular Season Game	\$50,000	Winning the Tenth (10th) or more Regular Season Game	\$50,000	Qualifying to Play in the Conference Championship Game	\$50,000	Winning the Conference Championship Game	\$50,000	Being Selected to Play in a Bowl Game	\$50,000	Winning a Bowl Game	\$50,000	Being Selected to Play in a Host Bowl as part of the College Football Playoff	\$100,000	Being Selected to Play in the Semifinal of the College Football Playoff	\$150,000	Being Selected to Play in the Final of the College Football Playoff	\$200,000	Winning a College Football Playoff	\$100,000	Winning the Conference Coach of the Year Award for the First Time	\$25,000	Winning the Conference Coach of the Year Award for the Second Time	\$50,000	Winning the Conference Coach of the Year Award for the Third Time	\$75,000	Winning the Conference Coach of the Year Award for the Fourth Time	\$100,000	Winning the Conference Coach of the Year Award for the Fifth Time	\$125,000	Winning the Paul Bear Bryant, Associated Press or Home Depot National Coach of the Year Award (limited to one)	\$100,000
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All Incentive Compensation payments are cumulative, and Norvell can earn multiple incentive compensation payments under each category during each football season; however, Norvell can only earn

Salary and Incentive Comparisons
Head Football Coaches in Mountain West Conference

<p>compensation payments under each category during each football season; however, Norvell can only earn one Bowl Game/Playoff bonus unless the Program participates in the College Football Playoff, in which case Norvell can earn multiple incentive compensation payments for participating in the College Football Playoff Semifinal, participating in the College Football Playoff Championship game, and winning the College Football Playoff. All Incentive Compensation payments shall be paid to Norvell on or before the first January 31 following the season in which such Incentive Compensation was earned.</p> <p>Coach and University agree to discuss in good faith an adjustment to Coach's Base Salary and Incentive Compensation in the event the University joins an Autonomous 5 Conference during the Term, taking into account the new conference market and the terms and conditions of the University's admission into a new conference, which may include a partial or graduated receipt of full conference membership benefits to the University. Likewise, if the College Football Playoff format is subsequently modified, the parties agree to work together in good faith to discuss any adjustments to Norvell's Incentive Compensation.</p> <p style="text-align: center;">h. Courtesy Car; Travel to Program Events. During the Term, Norvell is expected to travel extensively in order to perform all of the duties and activities described herein. For such purposes, he shall be provided with the use of two suitable vehicles or equivalent car stipend. Such use or stipend shall be governed by the Department's applicable policies. In addition, on a space available basis, Norvell's spouse and immediate family shall be permitted to travel with the Program to away football games when the football team is travelling by charter aircraft and Norvell's wife and immediate family may also stay at the same hotel as the team, at no additional expense. Personal use or benefit unrelated to University business may result in the reporting of taxable income by Norvell. The University makes no representation regarding personal income tax consequences related to same and Norvell shall be responsible for the payment of any tax related to such courtesy cars or travel, if any.</p> <p style="text-align: center;">i. Club Membership. During the Term, Norvell is expected to engage existing and potential donors and Program supporters in both social and business relationships that further the interests of the Program, the Department, and the University generally. In order to facilitate these relationships, Norvell will be provided with a paid membership (including any initiation fee, annual dues and required capital contributions) to at least one golf/country club of the Department's choice.</p>			
Matt Entz	Fresno State	\$ 1,100,000	<p>The performance bonuses are capped at \$350,000 a year excluding bonuses tied to participation in bowl games as they were in the contract of former coach Jeff Tedford, who signed a university-friendly contract when returning to his alma mater a second time.</p> <p>There are subtle differences in the bonuses between the two contracts.</p> <p>Tedford and Entz have the same bonuses for annual NCAA Academic Progress Rate score, but Tedford's annual grade-point average bonus was \$47,500 for a 2.8 and \$55,000 for a 2.9 and above and Entz' bonus tops out at \$35,000 for a 2.8 and above.</p> <p>They have the same bonuses for regular-season wins and advancement to and winning the conference championship game, topping out at \$120,000 for 11 or more wins and \$75,000 for winning the conference championship game.</p> <p>Tedford received a \$75,000 bonus for participating in a conference-associated or at-large bowl game, or \$100,000 for winning that game. The bonuses in Entz' contract are \$50,000 or \$75,000.</p>

**Salary and Incentive Comparisons
Head Football Coaches in Mountain West Conference**

Timmy Chang	Hawaii		Entz contract are \$50,000 or \$75,000.
			<p>Tedford received \$250,000 for participating in a New Year's Six bowl or \$350,000 for winning that game. Entz will receive \$150,000 for participating in a first-round College Football Playoff game or \$250,000 for winning that game.</p> <p>They receive the same \$500,000 for participation in a CFP national semifinal game.</p> <p>Entz does have a larger bonus for reaching the CFP national championship game at \$600,000 to \$500,000 for Tedford. Both would receive a \$1 million bonus for winning a CFP national championship game.</p>
			<p>A. <u>Conference Achievements</u>. These performance incentives under this Subsection A are cumulative.</p> <p>i. Team Participates in the MWC Championship Game \$50,000</p> <p>ii. Team Wins the MWC Conference Championship \$100,000</p> <p>B. <u>Bowl Game Achievements</u>. It is understood that Coach shall receive only one (1) incentive payment under this Subsection B per contract year, which shall be based on the highest goal achieved.</p> <p>i. Team Bowl Eligible (as defined by the NCAA) but not invited to a Bowl Game \$10,000</p> <p>ii. Team Participates in a Bowl Game (Payable only if no Conference Achievements in Subsection A are earned) \$20,000</p> <p>iii. Team Wins a Bowl Game \$40,000</p> <p>iv. Team Participates in Non-Playoff New Year's Six Bowl Game \$300,000</p> <p>v. Team Wins Non-Playoff New Year's Six Bowl Game \$500,000</p> <p>vi. Team Participates in Four-Team Playoff Bowl Game \$750,000</p> <p>vii. Team Wins Four-Team Playoff Bowl Game \$850,000</p> <p>viii. Team Wins National Championship \$1,000,000</p> <p>C. <u>Coach of the Year Achievements</u>. These performance incentives under this Subsection C are cumulative and apply in full if any such award is solo or shared.</p>
		\$ 700,000	

Salary and Incentive Comparisons
Head Football Coaches in Mountain West Conference

			<p>i. Conference Coach of the Year \$20,000</p> <p>ii. National Coach of the Year (Eddie Robinson, \$80,000 total Sporting News, Walter Camp, Bobby Dodd, Woody Hayes, Paul "Bear" Bryant, George Munger, Home Depot, AP, American Football Coaches Association (AFCA) Coach of the Year Award)</p> <p>D. <u>Academic Progress Rate (APR) Achievement</u>. Incentive payments under this Subsection D will begin with the results from the 2021-22 academic year.</p> <p>i. Single year APR of 980 or greater \$40,000</p> <p>E. <u>Other Performance Incentives</u>: For regular season games only, these incentive payments under this Subsection E are cumulative</p> <p>i. Each home game (any game played in the \$7,500 State of Hawai'i) win against a Power 5 Team</p> <p>ii. Each neutral site game win against a Power 5 Team \$10,000</p> <p>iii. Each away game win against a Power 5 Team \$12,500</p> <p>iv. Eighth regular season win \$10,000</p> <p>v. Ninth regular season win \$10,000</p> <p>vi. Tenth regular season win \$10,000</p>
Jeff Choate	Nevada	\$ 1,120,000	<p>Beginning with the 2024-25 season, for each year that the Program's single year APR is at the level required by Paragraph 4.2.c.8, the University shall pay the Employee, as additional compensation, a total maximum amount of up to \$475,000 per fiscal year, not subject to COLA, retirement contributions, or retirement deductions, for the Program's achievement of the following:</p> <p>Athletic Performance: (these amounts are cumulative unless otherwise set forth below):</p> <p>a. \$25,000 for receiving Conference Coach of the Year Award;</p> <p>b. \$50,000 for National Coach of the Year Award; and</p> <p style="text-align: center;">(Only the highest of the following)</p> <p>c. \$25,000 for a Conference Championship Game Appearance; or</p> <p>d. \$50,000 for winning the Conference Championship Game; and</p> <p style="text-align: center;">(Only the highest of the following)</p> <p>e. \$10,000 for participation in a Bowl Game; or</p> <p>f. \$25,000 for winning a Bowl Game; or</p> <p>g. \$50,000 for participation in a NY6 Bowl Game; or</p> <p>h. \$100,000 for winning a NY6 Bowl Game; or</p>

**Salary and Incentive Comparisons
Head Football Coaches in Mountain West Conference**

- i. \$100,000 for participation in the College Football Playoff; or
- j. \$150,000 for advancing to a CFP Quarter-final Game; or
- k. \$200,000 for advancing to a CFP Semi-final Game; or
- l. \$250,000 for participation in the National Championship Game; or
- m. \$350,000 for winning the National Championship Game.

Academic Performance:

- a. Beginning in the 2024-2025 academic year, for Team GPA of 3.0 or higher in Fall or Spring semester each year: \$25,000 for the academic year.

The Athletic Performance Payment shall not be earned and payable unless the Program's single year APR is achieved and maintained at the minimum level of 940 for the immediately preceding academic year. In the event Employee earns the Athletic Performance Payment but Employee's employment is terminated on or before January 31st, whether: (i) by University for cause pursuant to Article 6.1.c and d; or (ii) by Employee for the Employee's convenience pursuant to Article 6.2, Employee shall forfeit the Athletic Performance Payment.

5.6 Other Compensation

5.6.a. Media and Public Appearances

In consideration for Employee's satisfactory, as evaluated in the Athletic Director's sole discretion, media and public/donor appearances (the "Appearances") scheduled by the University (on and off season) of no less than 2 radio appearances, 5 television/internet appearances, and 5 public/donor appearances per calendar year, the University shall pay Employee, an amount at the times and in the manner set forth below, not subject to COLA, retirement contributions or retirement deductions ("Media and Public Appearance Fee"), only for so long as the Employee is serving as Head Coach of the Program.

Year 1 (Effective Date - December 31, 2024) - \$750,000 per annum
Year 2 (January 1, 2025 - December 31, 2025) - \$800,000 per annum
Year 3 (January 1, 2026 - December 31, 2026) - \$850,000 per annum
Year 4 (January 1, 2027 - December 31, 2027) - \$900,000 per annum
Year 5 (January 1, 2028 - End Date) - \$950,000 per annum

Salary and Incentive Comparisons
Head Football Coaches in Mountain West Conference

Jason Eck	New Mexico	\$ 1,150,000	<ul style="list-style-type: none"> • Incentive compensation for achieving athletic performance goals as follows (cumulative): <ul style="list-style-type: none"> ○ Appearance in Mountain West Conference Championship Game = \$25,000 ○ Mountain West Championship = \$50,000 ○ Mountain West Coach of the Year = \$25,000 ○ National Coach of the Year = \$50,000 ○ Non-CFP Bowl Appearance = \$25,000 ○ CFP Playoff Appearance = \$50,000 ○ CFP Playoff Win (including first-round bye) = \$50,000 ○ CFP National Champion = \$100,000 • Incentive compensation for achieving academic performance goals as follows: <ul style="list-style-type: none"> ○ APR Rates (awarded once): <ul style="list-style-type: none"> ▪ Greater than or equal to 950 (2023-24 & beyond) = \$10,000 ▪ Greater than or equal to 960 (2023-24 & beyond) = \$15,000 ▪ Greater than or equal to 970 (2023-24 & beyond) = \$20,000 • Ticket Sales Increase Incentive: <ul style="list-style-type: none"> ○ Coach shall be entitled to an incentive in the event ticket sales increase during his tenure. The parties acknowledge that odd-numbered years feature a non-conference home game against New Mexico State University which skews ticket sales figures. Therefore, the parties agree that base ticket sales ("Base Ticket Sales") shall be defined as the prior year's gross ticket revenue from Football ticket sales posted to the Football index in the UNM Banner system prior to any contributions from the Athletics Department's multi-media rights partner; provided that in years in which UNM plays NMSU at home, the Base Ticket Sales for that season shall be calculated as the gross ticket revenue from the season, minus individual game ticket sales from the UNM / NMSU home game, plus an average of the single game ticket sales from non-conference games in the season prior. ○ For the 2025 season, the current year's Base Ticket Sales shall be calculated as the current season's total Football ticket revenue, less the single game ticket revenue collected from the 2025 NMSU Home Football Game. ○ If Base Ticket Sales increase, Coach shall earn the following incentives: <ul style="list-style-type: none"> ▪ 15% increase in Base Ticket Sales: \$15,000, split evenly with \$7,500 paid to Coach and an increase of \$7,500 to the Football Program budget ▪ 25% increase in Base Ticket Sales: \$25,000, split evenly with \$12,500 paid to Coach and an increase of \$12,500 to the Football Program budget ▪ 50% increase in Base Ticket Sales: \$50,000, split evenly with \$25,000 paid to Coach and an increase of \$25,000 to the Football Program budget

Salary and Incentive Comparisons
Head Football Coaches in Mountain West Conference

Sean Lewis	San Diego State	\$ 1,835,100	<p>4. Bonus structure-</p> <ul style="list-style-type: none"> a. Mountain West Conference (or successor or substitute conference) Title or Co-Title--\$75,000 b. Participant in Mountain West Conference (or successor or substitute conference) Championship Game--\$25,000 c. Two Wins over Top 25 Teams. Teams must be ranked in the USA Today or AP poll at the time of victory--\$75,000 d. Bowl Appearances (non-cumulative)-highest of below <ul style="list-style-type: none"> i. Non-CFP Bowl with payout less than \$1,500,000--\$50,000 ii. Non-CFP Bowl with payout greater than \$1,500,000--\$75,000 iii. Qualification for CFP First Round--\$150,000 iv. CFP Quarterfinal Participant--\$200,000 v. CFP Semifinal Participant--\$250,000 vi. CFP Final Participant--\$300,000 vii. CFP National Championship--\$400,000 e. Final Ranking in Top 15 in USA Today Coaches Poll or AP Poll--\$50,000 f. Final Ranking in Top 16-25 in USA Today Coaches Poll or AP Poll--\$25,000 g. Mountain West Conference Coach of Year (or successor or substitute conference)--\$15,000 h. National Coach of Year--\$25,000 i. Team cumulative GPA above 2.80--\$10,000 j. Annual APR above 950 or 4-year Average APR above 940 for the Football Team during any year of the Term--\$15,000 k. Win over highest CFP ranked Mountain West--\$25,000 l. Win over Football Team which is member of Power 5 Conference. Current Power 5 Conferences are defined as Atlantic Coast Conference, Big Ten Conference, Big 12 Conference, Pacific-12 Conference, and Southeastern Conference. May receive multiple awards.--\$10,000 per win m. Individual student-athlete is named to 1st team All American (AP, AFCA, Walter Camp, Sports Illustrated or USA Today) or receive the Heisman Trophy. Eligible for one award per year.--\$10,000
Ken Niumatalolo	San Jose State	\$ 1,500,000	Overall breakdown unknown, but contract includes maximum bonus of \$835,000 in 2024
Dan Mullen	UNLV	\$ 3,500,000	<p>Mullen also got a \$35,000 signing bonus and is in line for retention bonuses of \$100,000 on Jan. 15, 2027; \$200,000 on Jan. 15, 2028; and \$300,000 on Jan. 15, 2029 if still employed by UNLV on those dates. Mullen would get a \$25,000 bonus for leading UNLV to the conference championship game, \$50,000 for winning that game and \$100,000 for an appearance in the College Football Playoff. His bonus for winning the national championship is \$100,000.</p>

Salary and Incentive Comparisons
Head Football Coaches in Mountain West Conference

Bronco Mendenhall	Utah State	\$ 2,000,000	<p>He'll initially be paid a \$2 million salary as head coach of the Aggies, with roughly \$60,000 increases annually up to \$2.3 million by the sixth year of the deal.</p> <p>He'll also receive various incentives that are standard within the industry, such as up to \$20,000 if the team's single-year Academic Progress Rate, or APR, finishes at 970 or above; \$25,000 for a conference championship or co-championship; \$75,000 for a non-College Football Playoff bowl game appearance; and \$125,000 for being selected to the CFP.</p> <p>As is customary to most in-state contracts, Mendenhall is set to receive \$5,000 for each rivalry win over BYU or the University of Utah.</p>																																
Jay Sawvel	Wyoming	\$ 1,100,000	<p>f. <u>Season Ticket Incentives:</u> (Compensation levels are <u>not</u> cumulative)</p> <table><tr><td>(1) Under 5,000 season tickets sold/year</td><td>\$0</td></tr><tr><td>(2) 5,000 to 5,999 season tickets sold/year</td><td>\$20,000</td></tr><tr><td>(3) 6,000 to 6,999 season tickets sold/year</td><td>\$30,000</td></tr><tr><td>(4) 7,000 to 7,999 season tickets sold/year</td><td>\$40,000</td></tr><tr><td>(5) 8,000 to 8,999 season tickets sold/year</td><td>\$60,000</td></tr><tr><td>(6) 9,000 to 9,999 season tickets sold/year</td><td>\$80,000</td></tr><tr><td>(7) 10,000 or more season tickets sold/year</td><td>\$100,000</td></tr></table> <p>b. <u>Academic Progress Rate (APR) Achievement Award:</u> (Compensation levels are <u>not</u> cumulative)</p> <p>Employee shall receive \$25,000 for each year in which the most recent single-year (annual) APR score for football is between 940 and 985 as reported on the official NCAA APR Report. Employee shall receive \$50,000 for each year in which the most recent single-year (annual) APR score for football is between 985 and 999 as reported on the official NCAA APR Report. Employee shall receive \$75,000 for each year in which the most recent single-year (annual) APR score for football is 1,000 as reported on the official NCAA APR Report. Thus, the following incentives are feasible:</p> <table><tr><td>• Football does not earn a 940 or above</td><td>\$0</td></tr><tr><td>• Football earns between a 940-985</td><td>\$25,000</td></tr><tr><td>• Football earns between a 985-999</td><td>\$50,000</td></tr><tr><td>• Football earns 1,000</td><td>\$75,000</td></tr></table> <p>c. <u>GPA Achievement Award:</u> (Compensation levels are <u>not</u> cumulative)</p> <table><tr><td>1. Cumulative team GPA greater than or equal to a 3.0</td><td>\$100,000</td></tr><tr><td>2. Cumulative team GPA between a 2.8 and 2.99</td><td>\$75,000</td></tr><tr><td>3. Cumulative team GPA between a 2.7 and 2.79</td><td>\$50,000</td></tr><tr><td>4. Cumulative team GPA between a 2.6 and 2.69</td><td>\$25,000</td></tr><tr><td>5. Cumulative team GPA below a 2.60</td><td>\$0</td></tr></table> <p>d. <u>Exceptional Achievement Incentives:</u> (Compensation levels are cumulative)</p>	(1) Under 5,000 season tickets sold/year	\$0	(2) 5,000 to 5,999 season tickets sold/year	\$20,000	(3) 6,000 to 6,999 season tickets sold/year	\$30,000	(4) 7,000 to 7,999 season tickets sold/year	\$40,000	(5) 8,000 to 8,999 season tickets sold/year	\$60,000	(6) 9,000 to 9,999 season tickets sold/year	\$80,000	(7) 10,000 or more season tickets sold/year	\$100,000	• Football does not earn a 940 or above	\$0	• Football earns between a 940-985	\$25,000	• Football earns between a 985-999	\$50,000	• Football earns 1,000	\$75,000	1. Cumulative team GPA greater than or equal to a 3.0	\$100,000	2. Cumulative team GPA between a 2.8 and 2.99	\$75,000	3. Cumulative team GPA between a 2.7 and 2.79	\$50,000	4. Cumulative team GPA between a 2.6 and 2.69	\$25,000	5. Cumulative team GPA below a 2.60	\$0
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**Salary and Incentive Comparisons
Head Football Coaches in Mountain West Conference**

- Mountain West Conference Champion
 - Payment shall be made from resources of the Cowboy Joe Club ("CJC") as denoted in the CJC Bylaws (CJC Achievement Award General Guidelines).
- Mountain West Conference Coach of the Year 1-month current base salary
 - Payment shall be made from resources of the Cowboy Joe Club ("CJC") as denoted in the CJC Bylaws.
- Top 25 Finish in the College Football Playoff Rankings \$100,000

Any compensation for achieving **Exceptional Achievement Incentives** that is earned by Employee will be paid to Employee by the University by no later than January 31st of the subsequent year (e.g., Employee wins Mountain West Conference Championship in December of 2024 he will be paid incentive by no later than January 31st, 2025).

- Post-Season Bowl Game Selection
 - Payment shall be made from resources of the Cowboy Joe Club ("CJC") as denoted in the CJC Bylaws (CJC Achievement Award General Guidelines).
 - It should be noted that if the team wins the Mountain West Conference and participates in a post-season Bowl Game that the Employee (and applicable coaches/staff) will only earn one incentive per CJC Bylaws (CJC Achievement Award General Guidelines).
- Post Season Bowl Game Victory \$25,000

Any compensation for achieving **Post-Season Incentives** that is earned by Employee will be paid to Employee by the University by no later than January 31st of the subsequent year (e.g., Employee wins Bowl Game in December of 2024 he will be paid incentive by no later than January 31st, 2025).

CONSENT
JUNE 17-18, 2025

ATTACHMENT 6

Liquidated Damages
Head Football Coaches in Mountain West Conference

Coach	School	Length of Contract	2025-26 Salary (total comp)	Liquidated Damages Clause?	Type of L.D. Clause	Amount(s) over time
Troy Calhoun	Air Force	NA	NA	NA	NA	NA
Spencer Danielson	Boise State	5 years - ending 2/28/29	\$ 2,000,000	Yes	Tied to years in contract	See Contract
Jay Norvell	Colorado State	4.5 years - ending 12/31/26	\$ 1,900,000	Yes	Tied to years in contract	<p>In the event that Norvell so terminates this Agreement during the Term for any reason, because the Parties agree that the harm to the University cannot otherwise be reasonably calculated, Norvell, or his designee, shall pay to the University as liquidated damages, and not as a penalty, the following amounts (referred to as "Liquidated Damages"):</p> <ul style="list-style-type: none"> (i) \$4,000,000 if such termination occurs between the Effective Date and December 1, 2022; (ii) \$3,000,000 if such termination occurs between December 2, 2022 and December 1, 2023; (iii) \$2,000,000 if such termination occurs between December 2, 2023 and December 1, 2024; (iv) \$1,000,000 if such termination occurs between December 2, 2024 and December 1, 2025; and (v) \$0 if such termination occurs between December 2, 2025 and December 31, 2026.
Matt Entz	Fresno State	5 year	\$ 1,100,000	Yes	Tied to years in contract	<p>The university also included substantial liquidated damages, should Entz resign prior to the end of the contract. The buyout is \$3 million before Jan. 31, 2026, \$2 million before Jan. 31, 2027, \$11.5 million before Jan. 31, 2028, \$1.25 million before Jan. 31, 2029 and \$1 million before Jan. 31, 2030.</p>
Timmy Chang	Hawaii	4 year - ending 1/22/26	\$ 700,000	Yes	Tied to years in contract	<p>B. If Coach voluntarily terminates this Agreement prior to the end of the term set forth in Section 2.A above and without providing sixty (60) days written notice to the Athletics Director as set forth in Section 9.A, then Coach shall pay the University as liquidated damages, a lump sum amount of:</p> <ul style="list-style-type: none"> • \$900,000.00 (Nine Hundred Thousand and no/100 Dollars) if termination occurs in Year 1 (January 23, 2022 through January 22, 2023); • \$700,000.00 (Seven Hundred Thousand and no/100 Dollars) if termination occurs in Year 2 (January 23, 2023 through January 22, 2024); • \$450,000.00 (Four Hundred Fifty Thousand and no/100 Dollars) if termination occurs in Year 3 (January 23, 2024 through January 22, 2025); • \$300,000.00 (Three Hundred Thousand and no/100 Dollars) if termination occurs in Year 4 (January 23, 2025 through January 22, 2026); or • If eligible for Year 5, \$300,000.00 (Three Hundred Thousand and no/100 Dollars) if termination occurs in Year 5 (January 23, 2026

Liquidated Damages
Head Football Coaches in Mountain West Conference

						<p>through January 22, 2027), provided that for Year 5 only, the liquidated damages lump sum amount shall be pro-rated on a monthly basis, such that Coach shall pay the University a pro-rated amount corresponding to the number of months remaining in Year 5 following termination of this Agreement.</p> <p>Payment is due within ninety (90) days of the date on which the termination occurs. This payment is the University's exclusive remedy for Coach's early termination, subject to Coach also complying with Coach's obligations under Sections 1.E, 8.A.viii, and 10. Coach shall not be liable or responsible for any other damages or loss to University, and the liquidated damage amount to be paid by Coach to University is in lieu of any and all other legal remedies or equitable relief and without regard to any mitigation of damages or loss that University obtains.</p>										
Jeff Choate	Nevada	5 years - ending 12/31/28	\$ 1,120,000	Yes	Tied to years in contract	<p>6.2.a.2. Liquidated Damages</p> <p>If the Employee terminates this Agreement for convenience, all obligations of the University under this Agreement shall cease as of the effective date of the termination, and the Employee or Employee's designee shall pay to the University, as liquidated damages and not a penalty, the following sums calculated as of the effective date of termination:</p> <p>If the Employee terminates this Agreement for convenience on or before January 31, 2027, all obligations of the University shall cease as of the effective date of the termination, and the Employee or Employee's designee, as appointed in Employee's sole discretion, shall pay to the University, as liquidated damages and not a penalty, the sum of \$2,000,000; if the Employee terminates this Agreement for convenience during the period from February 1, 2027 through the End Date, all obligations of the University shall cease as of the effective date of the termination, and the Employee or Employee's designee, as appointed in Employee's sole discretion, shall pay to the University, as liquidated damages and not a penalty, the sum of \$1,000,000. Employee's appointment of a designee does not relieve Employee of the obligation to pay the liquidated damages; if the designee does not pay the liquidated damages, Employee shall pay the liquidated damages as stated in this Article 6.2.a.2.</p> <p>The liquidated damages shall be due and payable within ninety (90) calendar days of the effective date of the termination, or in accordance with a payment schedule agreed upon by the President of the University and the Employee in writing, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.</p>										
Jason Eck	New Mexico	5 years - ending 12/31/28	\$ 1,150,000	Yes	Tied to years in contract	<p>Coach understands and agrees that termination of this Contract pursuant to this Section prior to the expiration of the Contract Term will cause irreparable harm to the athletic programs of the University in an uncertain amount not susceptible to precise calculation or quantification. Therefore, if Coach terminates this Contract to accept another position, he agrees to pay, and the University agrees to accept, as liquidated damages and not as a penalty, the sums stated below, based upon the year of termination:</p> <table><tr><td>Contract Year One:</td><td>\$4,000,000</td></tr><tr><td>Contract Year Two:</td><td>\$2,000,000</td></tr><tr><td>Contract Year Three:</td><td>\$750,000</td></tr><tr><td>Contract Year Four:</td><td>\$500,000</td></tr><tr><td>Contract Year Five:</td><td>\$300,000</td></tr></table>	Contract Year One:	\$4,000,000	Contract Year Two:	\$2,000,000	Contract Year Three:	\$750,000	Contract Year Four:	\$500,000	Contract Year Five:	\$300,000
Contract Year One:	\$4,000,000															
Contract Year Two:	\$2,000,000															
Contract Year Three:	\$750,000															
Contract Year Four:	\$500,000															
Contract Year Five:	\$300,000															
Sean Lewis	San Diego State	5 years - ending 1/31/29	\$ 1,853,100	Yes	Tied to years in contract	<p>8. Buyout-schedule of payments if coach leaves early for another position</p> <ol style="list-style-type: none">Before completion of January 31, 2025--\$ 5,000,000Before completion of January 31, 2026--\$ 3,000,000Before completion of January 31, 2027--\$ 2,000,000Before completion of January 31, 2028--\$ 2,000,000										

Liquidated Damages
Head Football Coaches in Mountain West Conference

Ken Niumatalolo	San Jose State	5 years - ending in 2028	\$ 1,500,000	Unknown	Unknown	Unknown
Dan Mullen	UNLV	5 years	\$ 3,500,000	Yes	Tied to years in contract	Mullen is eligible for bonuses based on the team's performance, GPA and retention. He would owe UNLV a \$7 million buyout if he left the Rebels before Dec. 1, 2025 for a Power 4/NFL head-coaching job. That would fall by \$1 million per year. The buyout starts at \$5 million before Dec. 1, 2025 for a non-Power 4 head job and falls by \$1 million per year. UNLV would owe Mullen 80 percent of his remaining salary if firing him before the conclusion of the contract Dec. 31, 2029.
Bronco Mendenhall	Utah State	6 year	\$ 2,000,000	Unknown	Unknown	Unknown
Jay Sawvel	Wyoming	5 year (1/1/24-12/31-28)	\$ 1,100,000	Yes	Tied to years in contract	<p>B. In the event Employee terminates this Agreement between January 1, 2024, and December 31, 2026, (Year 1 – Year 3) to accept employment in intercollegiate or professional athletics, Employee shall owe the University liquidated damages in an amount equal to 80% of the base salary (Paragraph 2) and guaranteed compensation (Paragraph 4 a.) for each of the remaining years of the Agreement (the "University Liquidated Damages"). In the event the Employee terminates this Agreement between January 1, 2027, and December 31, 2028, (Year 4 – Year 5) to accept employment in intercollegiate or professional athletics, Employee shall owe the University liquidated damages in an amount equal to 70% of the base salary (Paragraph 2) and guaranteed compensation (Paragraph 4 a.) for each of the remaining years of the Agreement (the "University Liquidated Damages").</p> <p>The Director of Athletics, with the concurrence of the President of the University, may waive or reduce the University Liquidated Damages if it is in the best interests of the University. All supplemental compensation, incentive supplements, awards, and any other additional compensation conferred by virtue of his University employment will terminate upon the date of separation of Employee from University, except to the extent such payments, award or benefits have been earned but not yet paid.</p>

CONSENT
JUNE 17-18, 2025

IDAHO STATE UNIVERSITY

SUBJECT

Authorization for a Subterranean Water and Sanitary Sewer Line Easement Beneath Board Property Adjacent to Alvin Ricken Drive in Pocatello, Idaho

REFERENCE

April 16, 2025

Idaho State University (ISU) received Board authorization to enter into a Purchase and Sale Agreement to sell 2.77 acres of real estate located on the southeastern corner of Board property near American Road and Alvin Ricken Drive. The parcel is intended to be sold to Equity Trust Company FBO De Jones ("Buyer") for \$130,000. The sale is designed to allow the Buyer to develop his landlocked property by constructing roadway access from American Road. ISU will retain an access easement through the future roadway to access undeveloped Board property.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3
Section 33-107, Idaho Code

BACKGROUND/DISCUSSION

Idaho State University seeks authorization for a Sanitary Sewer and Water Easement that would further promote a private landowner's plans to develop property. The property owner of a parcel that is adjacent to Board property has learned that development of their land cannot proceed due to lack of access to sanitary sewer and water lines on American Road and because responsible multi-dwelling development cannot proceed using septic tanks and wells. The only available water and sewer line hookups in the area are located along Alvin Ricken Drive, which borders the southwest corner of Board property.

To enable the responsible development of the adjacent property - which may include apartment-style housing - the property owner seeks authorization for a subterranean water and sewer easement beneath a narrow strip of Board property. The proposed easement would accommodate the installation and long-term maintenance of water and sewer lines at an appraised market value in consideration for the modest impact to Board property.

The subterranean easement will be located on the southwest corner of the Board's property and is not expected to interfere with any current or future development opportunities for the Board's land. The lines will be entirely underground and confined within the easement boundaries.

CONSENT
JUNE 17-18, 2025

IMPACT

This action is in harmony with the recently approved Purchase and Sale Agreement as it will allow for necessary utility access that is not available from American Road. This action will have no negative impact on ISU's later ability to develop the Board's Parcel. The easement will:

- Support responsible land development and housing expansion near the ISU Eames Complex.
- Facilitate necessary access to public utility infrastructure
- Preserve the integrity and usability of Board property for future purposes
- Does not conflict with anticipated or potential use of Board Land; and
- Fair market value price will be received in consideration of the subterranean utility easement.

ATTACHMENTS:

Attachment 1 - Reference Map

Attachment 2 - Legal Description

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board approval is required for any real property interest under Policy V.I.3. and this easement request from Idaho State University (ISU) meets policy requirements.

The proposed underground easement is of limited impact as it occupies a small strip at the parcel's southwest corner and does not restrict present or future use of Board land. This request from ISU is aligned with prior action as it complements the April 2025 Board approved sale that provided roadway access to the same adjacent parcel.

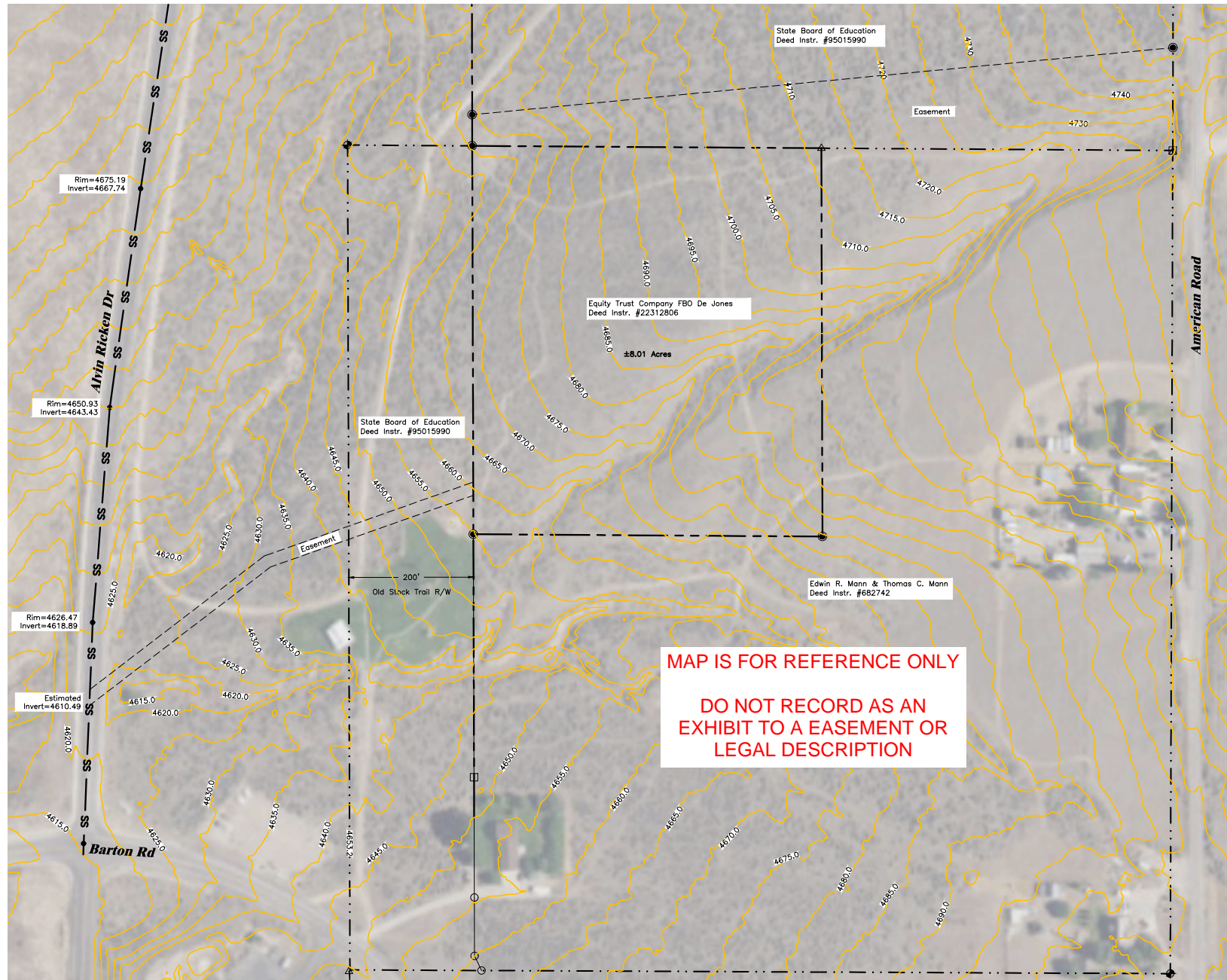
Installation and maintenance are the developer's responsibility, and ISU incurs no cost or liability while retaining full surface rights. Additionally, it enables central water and sewer service for planned multi-family housing near the Eames Complex, which supports local development and public health goals.

Board staff recommends approval.

BOARD ACTION

I move to approve the easement for subterranean sanitary sewer and water lines beneath Board property for fair market value near Alvin Ricken Drive in Pocatello, Idaho and to authorize ISU's Vice President of Operations to execute all documents required to record the easement.

Moved by _____ Seconded by _____ Carried Yes _____ No _____





Sanitary Sewer and Water Easement
Legal Description

A strip of land being thirty-six (36) feet wide, eighteen (18) feet on each side of the following described centerline, located within Section 31, Township 6 South, Range 35 East Boise Meridian, Bannock County, Idaho, described as;

Commencing at the Center Quarter corner of Section 31, Township 6 South, Range 35 East and running N 89°37'15" W 1123.75 feet along said Latitudinal Centerline of said Section 31 to the Northwest corner of a parcel described in Deed Instr. #22312806, thence S 00°09'46" E 550.00 feet along the West 1/16th line to the **Point of Beginning**,

Thence S 70°31'47" W 350.37 feet,

Thence S 52°34'53" W 358.80 feet, more or less, to the centerline of an existing sanitary sewer line in Alvin Ricken Drive, said point being the **Point of Terminus**.

The sidelines of the strip of land are to lengthen or shorten as required to create a continuous strip of land.

The strip of land contains ±25,530 Sq. Feet or 0.59 Acres

JRR / AJT

January 28, 2025
REV May 9, 2025

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UNIVERSITY OF IDAHO

SUBJECT

Amendment of site lease to Red Star Coffee Company.

REFERENCE

October 2024

Approved site lease – Red Star Coffee

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

In October 2024 the Regents approved a site lease for a local, privately owned drive-through food and beverage stand on property currently used by the University as a 39-space parking lot for UI campus residential occupants. To privately finance the project, the developer has since requested the University extend the term of the lease and adjust the rent schedule. All other terms of the lease remain the same as those previously approved by the Regents.

IMPACT

The proposed amendment extends the fixed term from ten years to twenty (with two, five-year renewal options instead of one). Also, the amended rent schedule defers a portion of those rent payments previously approved for the first five years so that they will be collected in the final five years of the new twenty-year fixed term. The additional fixed term and renewal option terms escalate rent to be paid at the same rate (15% with each five-year increment) as the previously approved rent schedule. The rental rate originally approved was based upon an independent qualified commercial land use appraisal of land value and landlord yield rates.

ATTACHMENTS

Attachment 1 – Proposed site lease amendment

Attachment 2 – Original Red Star site lease

STAFF COMMENTS AND RECOMMENDATIONS

Board approval is required for lease amendments exceeding five (5) years under Policy V.I.2.a.

The proposed lease amendment with Red Star Coffee Company extends the term from 10 to 20 years with two additional 5-year renewals. Rent escalation remains 15 % every five (5) years, but a portion of Years 1-5 rent is deferred to Years 16-20 to aid project financing. This update will provide the developer with the ability to privately finance the project. All other lease provisions are unchanged.

Board staff recommends approval.

CONSENT
JUNE 17-18, 2025

BOARD ACTION

I move to approve the University's Associate Vice President for Finance and Planning to 1) execute the attached First Amendment to Site Lease in substantial consistency with the draft submitted, and 2) execute related documents anticipated by that lease.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

FIRST AMENDMENT TO SITE LEASE

This First Amendment to Site Lease (First Amendment) is made by and between the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate organized and existing under the constitution and laws of the State of Idaho (Landlord) and Red Star Coffee Company, LLC an Idaho limited liability corporation (Tenant). This First Amendment shall revise the November 1, 2024, Site Lease between the parties, and this First Amendment shall become effective July 1, 2025.

Now, THEREFORE, in consideration of the mutual promises contained herein, Lessor and Lessee agree as follows:

A. Section 3 of Site Lease is hereby deleted and replaced with the following Section 3:

“3. **Term and Renewal Options:** Lease shall commence on the Effective Date and shall expire on March 31, 2045 (the "Term"). The Lease shall immediately terminate upon the expiration of Term and be of no further force and effect, except as provided herein. Unless this Lease has been terminated early or Tenant is in uncured default, with Tenant’s written notice to Landlord received on or before May 31, 2044, Tenant may exercise an option to extend its term for one, five-year period (April 1, 2045, through March 31, 2050), hereafter referred to as the “First Renewal Term”. Unless this Lease has been terminated early or Tenant is in uncured default, with Tenant’s written notice to Landlord received on or before May 31, 2049, Tenant may exercise a second option to extend its term for one additional, five-year period (April 1, 2050, through March 31, 2055), hereafter referred to as the “Second Renewal Term”. All provisions of this Lease shall remain valid during each renewal term and Rent for each renewal term is shown on the attached Exhibit B.”

B. Section 4 and Exhibit B of Site Lease are hereby deleted and replaced with the attached amended “Exhibit B” and the following Section 4:

“4. **Rent:** Premises are leased to Tenant for the monthly rent amounts shown as “Amended Rent Schedule” in Exhibit B attached and incorporated herein ("Rent"). No rent shall be due November 1, 2024, through March 31, 2025. Commencing April 1, 2025, and for the remainder of the Term (and any renewal term if exercised by Tenant), Rent shall be due to Landlord on or before the first day of each month. Rent shall be made payable to Bursar, University of Idaho, and mailed to the attention of "General Accounting, University of Idaho, 875 Perimeter Dr MS 3166, Moscow ID 83844-3166", or as otherwise directed in writing by Landlord to Tenant. Except as explicitly provided herein, it is the purpose and intent of Landlord and Tenant that Rent shall be absolutely net to Landlord and this Lease shall yield, absolutely net to Landlord, the Rent specified and that Tenant shall pay all costs, charges and expenses of every kind and nature whatsoever against the Premises that may arise or become due during the term and that, except for the execution and delivery of this Lease, would or could have been payable by Landlord.”

C. The Site Lease and this First Amendment constitute the entire agreement between the parties with respect to Premises of Site Lease and may only be further amended or altered by

subsequent written agreement executed by both parties. All other provisions of the Site Lease are unchanged and shall remain in full force and effect. Except as explicitly established by this First Amendment, all provisions of the Site Lease shall apply to this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date(s) set forth below.

LANDLORD

TENANT

By: _____
Kim Salisbury
AVP Finance and Planning

By: _____
Kelly Kimberling
Title: _____

Date

Date

Exhibit B Amended Rent Schedule

July 1, 2025 through March 31, 2030	\$1750/month
April 1, 2030 through March 31, 2035	\$4025/month
April 1, 2035 through March 31, 2040	\$4625/month
April 1, 2040 through March 31, 2045	\$7069/month
First Renewal Term if properly exercised by Tenant	\$6117/month
Second Renewal Term if properly exercised by Tenant	\$7033/month

SITE LEASE

THIS SITE LEASE (Lease) is effective as of November 1, 2024 (the "Effective Date"), by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO, a state educational institution and body politic and corporate organized and existing pursuant to the Constitution and laws of the State of Idaho ("Landlord") and RED STAR COFFEE COMPANY, LLC, an Idaho limited liability corporation ("Tenant"). This agreement is hereinafter referred to as the "Lease".

RECITALS

A. Landlord is the owner of certain real property described in the attached Exhibit A and the improvements made to that real property ("Premises"). Landlord and Tenant each desire to enter into a site lease for the Premises to permit occupation, development and use by Tenant under terms and conditions of this Lease; and

B. Premises are currently improved with paved parking and landscaping owned by Landlord and included in the Premises under this Lease; and

C. Tenant proposes to install or construct a drive-through food and beverage stand and desires to remove and replace certain existing improvements to accommodate Tenant's proposed use.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Recitals:** The parties acknowledge the foregoing Recitals are true and all terms and/or conditions set forth therein are incorporated into this Lease.

2. **Premises, Condition and Tenant Inspection:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the terms and conditions expressed herein, certain real property located in the City of Moscow in Latah County, Idaho, specifically described in Exhibit A as attached hereto and incorporated herein. Premises refers to the land and existing improvements thereon, including but not limited to asphalt paving, striping, lights, curbing, landscaping, and irrigation infrastructure. Prior to the Effective Date Landlord hereby grants Tenant permission, at Tenant's sole expense, to inspect the condition and suitability of Premises for the purposes of Tenant's proposed use. Therefore, when Tenant takes possession of Premises, Tenant shall accept the Premises in its "AS-IS" condition with all faults, if any, including both latent and patent defects. Landlord is not making, will not make, has not made and expressly disclaims any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Premises including, without limitation, the existence of hazardous waste or the suitability of Premises for Tenant's intended use. Tenant's use and occupation of the Premises under this Lease will be at Tenant's sole risk and in reliance solely upon Tenant's inspection or non-inspection as to the condition and suitability of Premises. Premises shall NOT include any utility or telecommunication infrastructure presently located on Premises, which shall remain as presently located unless and until engineering plans for relocation are provided to and approved in writing by Landlord, which approval may be withheld at the sole and absolute discretion of Landlord and subject to the terms established for utility

installation as provided by Section 10 of this Lease. Tenant shall be solely responsible for parking enforcement (if any) on Premises.

3. **Term and Renewal Option:** Lease shall commence on the Effective Date and shall expire on March 31, 2035 (the "Term"). The Lease shall immediately terminate upon the expiration of Term and be of no further force and effect, except as provided herein. Prior to Effective Date Tenant shall have no possessory rights and obligations regarding Premises and Landlord shall remain in possession of and responsible for the Premises and shall have all rights and obligations regarding Premises. Unless this Lease has been terminated early or Tenant is in uncured default, with Tenant's written notice to Landlord received on or before May 31, 2035, Tenant may exercise an option to extend its term for one, five-year period (April 1, 2035 through March 31, 2040), hereafter referred to as the "Renewal Term". All provisions of this Lease shall remain valid during the Renewal Term and Rent for Renewal Term is shown on the attached Exhibit B.

4. **Rent:** Premises are leased to Tenant for the monthly rent amounts shown in Exhibit B "Rent Schedule" attached and incorporated herein ("Rent"). No rent shall be due November 1, 2024, through March 31, 2025. Commencing April 1, 2025, and for the remainder of the Term (and Renewal Term if exercised by Tenant), Rent shall be due to Landlord on or before the first day of each month. Rent shall be made payable to Bursar, University of Idaho, and mailed to the attention of "General Accounting, University of Idaho, 875 Perimeter Dr MS 3166, Moscow ID 83844-3166", or as otherwise directed in writing by Landlord to Tenant. Except as explicitly provided herein, it is the purpose and intent of Landlord and Tenant that Rent shall be absolutely net to Landlord and this Lease shall yield, absolutely net to Landlord, the Rent specified and that Tenant shall pay all costs, charges and expenses of every kind and nature whatsoever against the Premises that may arise or become due during the term and that, except for the execution and delivery of this Lease, would or could have been payable by Landlord.

5. **Ownership, Construction, Maintenance and Replacement of Improvements:** Tenant shall maintain, repair, replace, demolish, develop and/or construct improvements thereon over the Term as provided by this Lease. All improvements constructed or installed on Premises (excepting those utilities existing on Premises prior to commencement or those subsequently installed by Landlord, its concessionaire, or contractor, hereafter referred to as the "Landlord Utilities") shall be owned by Tenant or Tenant's utility provider.

Before any construction, installation, subsequent alteration (including, without limitation, color changes and landscaping) or improvement (including, without limitation parking areas and signs; provided that temporary (less than 10 days) signs and decorations associated with Tenant's special events shall be permitted without Landlord's approval but subject to campus or City of Moscow regulations) to any building, grounds or other existing improvement located on Premises is commenced, Tenant shall obtain Landlord's written approval from Landlord upon Tenant's submission to the directors of Landlord's Architectural and Engineering Services or functional equivalent at the time of construction, alteration or improvement planning. When requesting Landlord's approval, Tenant shall submit sufficient information to Landlord's designated staff to enable Landlord to make a reasonable decision as to acceptability of the proposed improvement. Such approval shall not be unreasonably withheld, conditioned, or

delayed. Tenant and Landlord hereby agree that Landlord may reasonably withhold approval of any proposed construction, alteration or improvement in order to preserve the architectural character of the campus and neighborhood located on Landlord's nearby property, and that it is reasonable for the Landlord to withhold approval for construction and alterations that are inconsistent with the architectural style existing in similarly used or reasonably comparable buildings on campus at the time of Tenant's submission. It shall not be reasonable for Landlord to withhold approval to prohibit the style or character implied by the permitted use (a drive-through food and beverage stand) or to initiate an architectural style not existing in similarly used or comparable buildings on campus at the time of Tenant's submission.

Once any construction, alteration or improvement is commenced by Tenant or its agents, the same shall be continuously and diligently pursued to completion. All construction staging shall occur on Premises, unless a separate license agreement is granted by Landlord specifying the precise location that staging may occur on Landlord's nearby property. Landlord shall have no obligation to provide such licensed staging area outside the Premises. The parties agree to work diligently and cooperatively with each other with respect to any previously approved construction and alterations of the building, including cooperation to obtain those approvals required by applicable regulatory jurisdictions necessary for the initial construction, operation, and/or alteration of a proposed building or other improvement.

Tenant, at its sole expense, shall keep Premises, including the improvements it makes to Premises, and the adjoining street-side walkways and curbs clean and safe and in good order, repair, and condition free of accumulations of snow, ice, or debris. Tenant shall make all repairs (including structural repairs) and replacements necessary. Tenant shall maintain the Premises and any improvements (excluding Landlord Utilities) in compliance with applicable laws, ordinances, rules, regulations and orders of governmental and public bodies and agencies. If replacement of improvements or any portion thereof is necessary (excluding Landlord Utilities), Tenant shall replace with improvements of the same quality, and repair all damage done in or by such replacement. Aside from installation and delivery of sanitary sewer and stormwater management utilities, Landlord shall not be required to furnish any other utility or facilities, or to make any repairs or alterations to the Premises or improvements, and Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of Premises and improvements during Term.

6. **Surrender of Premises at Termination:** Prior to termination Tenant shall remove all personal property and real property improvements Tenant has installed on Premises (excluding paving, curbing, landscaping, and those utilities serving the real property improvements of the Premises). All clearing and restoration of Premises upon surrender shall be completed at Tenant's sole cost and expense. Tenant shall not be entitled to compensation for any value attributed to the improvements surrendered under the terms of this Lease. In the event Tenant is not in compliance with surrender terms set forth in this Section, Tenant shall pay to Landlord, upon thirty (30) days of invoice, an amount equal to amount paid by Landlord to complete such clearing and restoration following termination of this Lease.

7. **Taxes:** Tenant shall pay all applicable taxes, license fees, permits, special assessments or other charges (if any) which may become due or which may be lawfully assessed

against Premises, against Tenant, against the business conducted on Premises and against any and all improvements thereon during or for the period of the Term of this Lease even if such charges accrued during the time of Tenant's occupation are not due and payable until after termination of this Lease.

8. **Right to Assign:** Tenant shall not assign this Lease or sublet the Premises, or any part or portion thereof, without the prior written consent of the Landlord, which consent may be withheld at the sole and absolute discretion of Landlord. Notwithstanding any assignment and/or subletting, Tenant shall continue to be bound and obligated by the terms, conditions, covenants and provisions of this Lease until the assignee and/or subtenant shall execute and deliver to Landlord an instrument by the terms and provisions of which such assignee and/or subtenant shall assume and agree to be bound by and to perform all of the terms, conditions, covenants and obligations of Tenant under this Lease. Upon the execution and delivery of such instrument, and subject to the prior approval from Landlord as described above, Tenant shall be relieved and discharged of and from all obligations under this Lease accruing from and after the date of execution of the instrument by any such assignee and/or subtenant. Unless otherwise assumed by the assignee and/or subtenant and such assumption is enforceable by Landlord, no assignment of this Lease shall release, waive or discharge Tenant from any liability or obligation arising from or accruing prior to the date any assignee and/or subtenant assumes and agrees to be bound by and to perform all terms, conditions, covenants and obligations of Tenant under this Lease. Landlord's consent to one assignment and/or subletting shall not waive Tenant's obligation to obtain Landlord's consent or Landlord's right to object to any future assignment and/or subletting.

In the event of sale, transfer or assignment by Landlord of Landlord's interest in the property on which the Premises are located, Landlord shall cause such successor in interest to expressly assume in writing all of Landlord's duties and obligations pursuant to this Lease. Upon receipt of such assumption by the successor in interest, Landlord shall be released from any and all obligations or duties arising under this Lease.

9. **Permitted Uses and Improvements:** Tenant shall use and occupy Premises for the sole purpose of constructing, operating, maintaining, and removing a drive-through non-alcoholic beverage and food stand as depicted in the attached site plan (attached and incorporated herein as Exhibit C). Additional improvements and uses may be permitted but shall be subject to Tenant's prior written request to Landlord for approval of Tenant's submitted plans and written specifications for additional use or improvements, which approval may be reasonably withheld to conform to Landlord standards for use, appearance and safety. Failure of Tenant to comply with such use limitations, to obtain Landlord's prior approval for additional improvements, or to receive any applicable jurisdictional approvals upon initiation of such use or completion of such improvements, shall be deemed a default under this Lease and any expenses assumed by Landlord to remedy any incomplete construction activity or violation of jurisdictional rules shall be considered as additional damages to any other damages which may result from Tenant's default under terms of this Lease.

10. **Utilities and Services:** Landlord shall provide at no additional cost to Tenant installation and use of Landlord Utilities which, for the purpose of this Lease, only includes

sanitary sewer and stormwater management utilities to serve Premises and Tenant's permitted uses. Tenant shall pay directly to each other utility or service provider (other than Landlord as provided above) for any utility installation, use or service fees as billed by such other utility or service provider for Tenant's use of Premises during the Term of the Lease. Landlord agrees to facilitate coordination of installation, alteration, repair, or replacement between Tenant and Landlord's utility concessionaire for required sanitary sewer or stormwater management infrastructure and for its ongoing service and use as deemed necessary by Landlord for the permitted uses of this Lease. Installation, alteration, repair, or replacement of any other utilities desired by Tenant shall be secured by Tenant and coordinated with Landlord to ensure it will not interfere with existing or proposed Landlord owned utilities on the Premises and any such work done by such other utility provider at the request of Tenant shall be paid for by Tenant. Tenant shall be responsible for securing any telecommunications services as they are not provided by Landlord.

11. **Indemnification and Insurance:** Tenant agrees to indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person arising from the conduct or management of or from any work or thing whatsoever done in and on the Premises and/or Improvements and will further indemnify and save Landlord harmless against and from any and all claims arising during the term of this Lease from any condition of the improvements or any street, curb, or sidewalk adjoining the Premises and/or improvements, or passageways or space therein or appurtenant thereto, or arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease, or arising from any act or negligence of Tenant or any subtenant or occupant of the improvements or any part thereof, or of its or their agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person or property occurring during the term of this Lease in or about the Premises and/or improvements, or upon or under the sidewalks and the land adjacent thereto, and from and against all judgments, costs, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein; and in case any action or proceeding is brought against Landlord by reason of any such claims, Tenant upon notice from Landlord covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord. For avoidance of doubt, Tenant's indemnification obligations under this Lease are not intended and shall under no circumstances be deemed to be "collectible liability insurance coverage" for the purposes of I.C. § 6-926(1).

During the Term of this Lease, Tenant is required to carry the types and limits of insurance as set forth in this Section. All insurers shall have a Best's rating of AV or better and be licensed and admitted in Idaho. Tenant shall furnish Landlord with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Landlord may choose to maintain. All certificates shall provide for thirty (30) days' written notice to Landlord prior to cancellation or material change of any insurance referred to therein. All policies shall name State of Idaho and the Regents of the University of Idaho as an additional insured. Certificates shall be mailed to: 875 Perimeter Dr MS 2433, Moscow, ID 83844-2433, Attn: Risk Management. All policies shall contain waiver of subrogation coverage or endorsements.

Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance. Failure to maintain the required insurance and Tenant's failure to cure any such requirement within the time provided and under the terms set forth in Section 21 of this Lease may result in termination of this Lease at Landlord's option. By requiring insurance herein, Landlord does not represent that coverage and limits will necessarily be adequate to protect Tenant, and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities granted to Landlord in this Lease. Tenant shall require any subtenants, contractors or subcontractors of any tier to comply with the insurance provisions of this Lease. In the event Tenant is not occupying space and is enforcing the subtenant's compliance with these insurance provisions, Tenant shall not be responsible, as a requirement of this Lease, to maintain the specific insurance required below.

Tenant shall obtain or require subtenants, contractors, and subcontractors of any tier as applicable to obtain insurance of the types and in the amounts described below.

A) Commercial General and Umbrella Liability Insurance. Tenant (or subtenant, contractors or subcontractors of any tier) shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$1,000,000** each occurrence and in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Premises and shall not be less than **\$1,000,000**. CGL insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

B) Commercial Auto Insurance. Tenant (or subtenant, contractors or subcontractors of any tier) shall maintain a Commercial Auto policy with a Combined Single Limit of \$1,000,000; Underinsured and Uninsured Motorists limit of \$1,000,000; Comprehensive; Collision; and a Medical Payments limit of \$10,000. Coverage shall include Non-Owned and Hired Car coverage.

C) Personal property. Tenant (or subtenant, contractors or subcontractors of any tier) shall purchase insurance to cover Tenant's (or subtenant's, contractors' or subcontractors' of any tier) personal property. In no event shall Landlord be liable for any damage to or loss of personal property sustained by Tenant (or subtenant, contractors or subcontractors of any tier), whether or not insured, even if such loss is caused by the negligence of Landlord, its employees, officers or agents.

D) Workers' Compensation. Where required by law, Tenant (or subtenant, contractors or subcontractors of any tier) shall maintain all statutorily required coverages including Employer's Liability.

12. **Property Encumbrances:** This Lease is subject to all applicable restrictions, reservations, limitations, and other rights of record, and is subject to any and all easements for

public utilities of record. By entering into this Lease, Tenant acknowledges that it has inspected and is satisfied with the quality of title for the Premises being leased and accepts all encumbrances recorded or known to exist for the Premises.

13. **Hazardous Materials:** Tenant shall not, nor shall it allow others to, accumulate, use, or store on the Premises materials classified as hazardous, biomedical or toxic waste except in compliance with environmental laws and other applicable state, federal, or local laws, rules or regulations. Tenant shall comply and require subtenants to comply with any lawful order by an entity with authority to regulate the use, accumulation, storage or disposal of hazardous waste. As used herein, the term "environmental laws" shall mean the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA), the Resource Conservation Recovery Act, as amended (RCRA), the Federal Water Pollution Control Act, the Clean Air Act and any similar local, state or federal law, rule, ordinance or regulation. As used herein, the term "hazardous materials" shall mean any hazardous substance, pollutants, contaminants, or other hazardous waste or toxic substances defined in any environmental laws including, without limitation, petroleum and petroleum products, asbestos and asbestos containing materials, PCBs and urea-formaldehyde.

Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, damages, liabilities, costs, expenses (including reasonable attorneys' fees), causes of action and judgments arising out of or related to hazardous materials existing in, or under the Premises subsequent to Tenant's occupation of the Premises. Tenant shall not be liable for any pre-existing conditions on the Premises or conditions occurring during Landlord's use of the Premises.

14. **Waste and Nuisance Prohibited:** Tenant shall comply, during the term of this Lease, with all applicable laws affecting the Premises. Tenant shall not commit, or suffer to be committed, any waste on the Premises or improvements, or any nuisance.

15. **Remedies and Forbearance/Waivers:** No delay or omission on the part of Landlord or Tenant to exercise any right or power granted herein shall impair any such right or power nor shall be construed as a waiver thereof, and every such right or power may nevertheless be exercised.

16. **Officials, Agents, and Employees Not Personally Liable:** It is agreed that in no event shall any official, officer, employee or agent of the Landlord, nor any official, officer, employee or agent of the Landlord be in any way personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, nor for any statement, representation or warranty made herein or in any way connected with this Lease.

17. **Quiet Enjoyment:** Landlord covenants that the Tenant shall have the peaceful and quiet enjoyment of the Premises for the term of the Lease.

18. **Right of Entry and Landlord Reservation of Use Rights:** Tenant shall permit the Landlord and the agents and employees of the Landlord to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same for compliance with the terms of this Lease; provided, however, that Landlord shall first give seventy-two (72) hours

written notice of its desire to inspect Premises, when such inspection requires entry into a building owned by Tenant. Such notice for right of entry and inspection procedures for building interiors shall not apply during an emergency in which such notice is impractical and Landlord's access to Premises is necessary for preservation of life and/or property. At Landlord's sole expense, or as separately agreed to by the affected parties, Landlord reserves the right to install public or private utilities, communication lines and cables and any other services for the benefit of Landlord or Landlord's surrounding properties on, over, under or through those portions of Premises Landlord deems necessary for utility lines; and provided that Landlord's installation, operation, repair and replacement of such service or utility does not unreasonably interfere with Tenant's permitted use of Premises and Landlord promptly repairs any damage done to the Tenant's improvements on Premises caused by the installation, operation, repair and replacement of such utilities or services. Landlord hereby reserves the rights-of-way for the location and maintenance of all utilities, telecommunication lines and cables and any other services currently existing on, over, under or through the Premises.

19. **Mechanics' Liens:** Tenant shall not suffer or permit any mechanics', vendors', laborers', or materialmen's statutory or similar liens (collectively "**mechanics' liens**") to be filed against the Premises or the improvements, nor against Tenant's leasehold interest in the Premises, by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding any interest in the Premises and/or the Improvements or any part thereof through or under Tenant. If any such mechanic's lien shall be filed, Tenant shall, within ninety (90) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Subject to the foregoing provisions, if Tenant shall fail to cause such lien to be discharged within such 90-day period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings. Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvements, alteration to or repair of the Premises or the Improvements or any part thereof, nor as giving Tenant a right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' liens against the Premises.

20. **Damage or Destruction of Improvements:** Tenant covenants that in case of damage or destruction of the improvements by fire or any other cause, insured or uninsured, it will promptly, at its sole cost and expense, restore, repair, replace or rebuild as nearly as possible to the condition, quality and class it was in immediately prior to such damage or destruction, or with such changes or alterations as Tenant shall elect to make in conformity with Section 9 of this Lease. Such restoration, repairs, replacement, or rebuilding shall be commenced promptly and prosecuted with reasonable diligence. If insurance proceeds, if any, recovered in respect of any insured damage or destruction, less any cost of recovery, shall be insufficient to pay the entire cost of such restoration, repairs, replacement or rebuilding, Tenant covenants to pay the deficiency. Tenant's obligation to make payment of the basic rent and all other charges on the part of Tenant to be paid and to perform all other covenants and

agreements on the part of Tenant to be performed shall not be affected by any such damage to or destruction of improvements.

21. **Default:** In the event Landlord shall at any time deem Tenant or any assignee and/or subtenant in breach of this Lease, Landlord shall promptly notify Tenant and any such assignee and/or subtenant, in writing, stating specifically the nature of any such alleged breach. Tenant and any such assignee and/or subtenant shall not be deemed to be in default hereunder unless Tenant and/or any such assignee and/or subtenant fails to cure any such default within ninety (90) calendar days after receipt of such written notice. In the event of default and failure to cure within such ninety (90) calendar days or, in the event the cure requires more than ninety (90) days and is being diligently pursued, then upon such longer failure to cure, Landlord shall have the right to terminate Lease and collect liquidated damages as set forth in Section 22, in addition to all rights and remedies provided by law.

22. **Liquidated Damages:** Notwithstanding anything to the contrary herein, upon termination for default, as set forth in Section 21, Tenant shall immediately pay Landlord the balance of Rent due for the remainder of Term as liquidated damages. The parties agree that, because of Landlord's significant investment in Landlord Utilities, which the Rent is intended to offset, the potential damages are difficult to ascertain, and the accelerated Rent payment is a reasonable forecast of Landlord's damages. Landlord shall credit Tenant against the accelerated Rent payment if Landlord collects any rent from a new tenant during the term of this lease. This provision shall survive the termination of this Lease.

23. **Integration:** This Lease embodies the entire agreement regarding the disposition of the rights associated with the Premises and represents the understanding of the parties relating to the subject matter herein and supersedes all prior understandings relating thereto. This Lease shall not be modified except in writing signed by all parties to be bound.

24. **Execution of Documents:** The parties agree that they shall sign or cause to be signed all documents necessary to the effectuation of this Lease or any of the provisions herein.

25. **Authority to Enter Lease:** Landlord has the authority to enter into this Lease and that the execution, delivery of this Lease and the performance of the contractual obligations set forth herein are not in violation of any federal, state, or local statute, ordinance, rule or regulation and that no consents not already obtained are required. Individuals signing on behalf of Landlord and Tenant have the delegated authority to obligate their respective entity as provided by this Lease.

24. **Notices:** All notices under this Lease shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the date of mailing if mailed to the party to whom notice is to be given by registered or certified United States mail, postage prepaid, and properly addressed as follows:

If to the Landlord: Regents of the University of Idaho
Attn: Vice President, Finance and Administration
875 Perimeter Dr MS 3168
Moscow ID 83844-3168

If to the Tenant: Red Star Coffee Company, LLC
315 S Almon St
Moscow ID 83843

The addresses provided above may be changed and additional addresses or notices may be specified from time to time by notice given in writing in accordance with this Section.

25. **Binding Effect:** This Lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

26. **Severability:** If any term or provision of this Lease or the application of it to any person or entity or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons, entities or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

27. **Headings:** Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease.

28. **Counterparts:** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

29. **Time of the Essence:** Time is of the essence in this Lease, and of each and every covenant, term, condition, and provisions thereof.

30. **Nondiscrimination and Affirmative Action:** Landlord and Tenant shall not discriminate against any employee or applicant for employment in the performance of this Lease, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, color, religion, age, status as disabled or a veteran, or physical or mental handicaps, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Site Lease. Landlord and Tenant certify that they do not, and will not maintain segregated facilities or accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Landlord and Tenant agree to take affirmative action to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

A) For nondiscrimination based on race, color, religion, sex or national origin, this includes, but is not limited to, the U.S. Constitution, and Parts II and IV of Executive Order 11246, September 24, 1965 (30 FR 12319). Grantee disputes related to compliance with its obligations shall be handled according to the rules, regulations, and relevant orders of the Secretary of Labor (See 41 CFR 60-1.1).

B) For nondiscrimination based on Disabled or Vietnam Veterans this includes, but is not limited to, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 4012)(the Act); Executive Order 11701, January 24, 1973 (38 CFR 2675, January 29, 1973); and the regulations of the Secretary of Labor (41 CFR Part 60-250).

C) For nondiscrimination based on the Handicapped this includes, but is not limited to, Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 793)(the Act); Executive Order 11758, January 15, 1974; and the regulations of the Secretary of Labor (41 FR Part 60- 741).

D) For nondiscrimination based on Age this includes, but is not limited to, executive Order 11141, February 12, 1964 (29 CFR 2477).

E) Landlord and Tenant shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

31. **Venue, Governing Law:** Any legal proceeding instituted between the parties shall be in the courts of the County of Latah, State of Idaho, and each of the parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Agreement shall be governed by the laws of the State of Idaho.

32. **No Partnership:** The provisions of this Lease are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed effective as of the day and year first above written.

LANDLORD:

TENANT:

BOARD OF REGENTS OF THE
UNIVERSITY OF IDAHO

RED STAR COFFEE COMPANY, LLC

By _____
Kim Salisbury, Associate Vice President
Budget and Planning

By _____

Date _____

Date _____

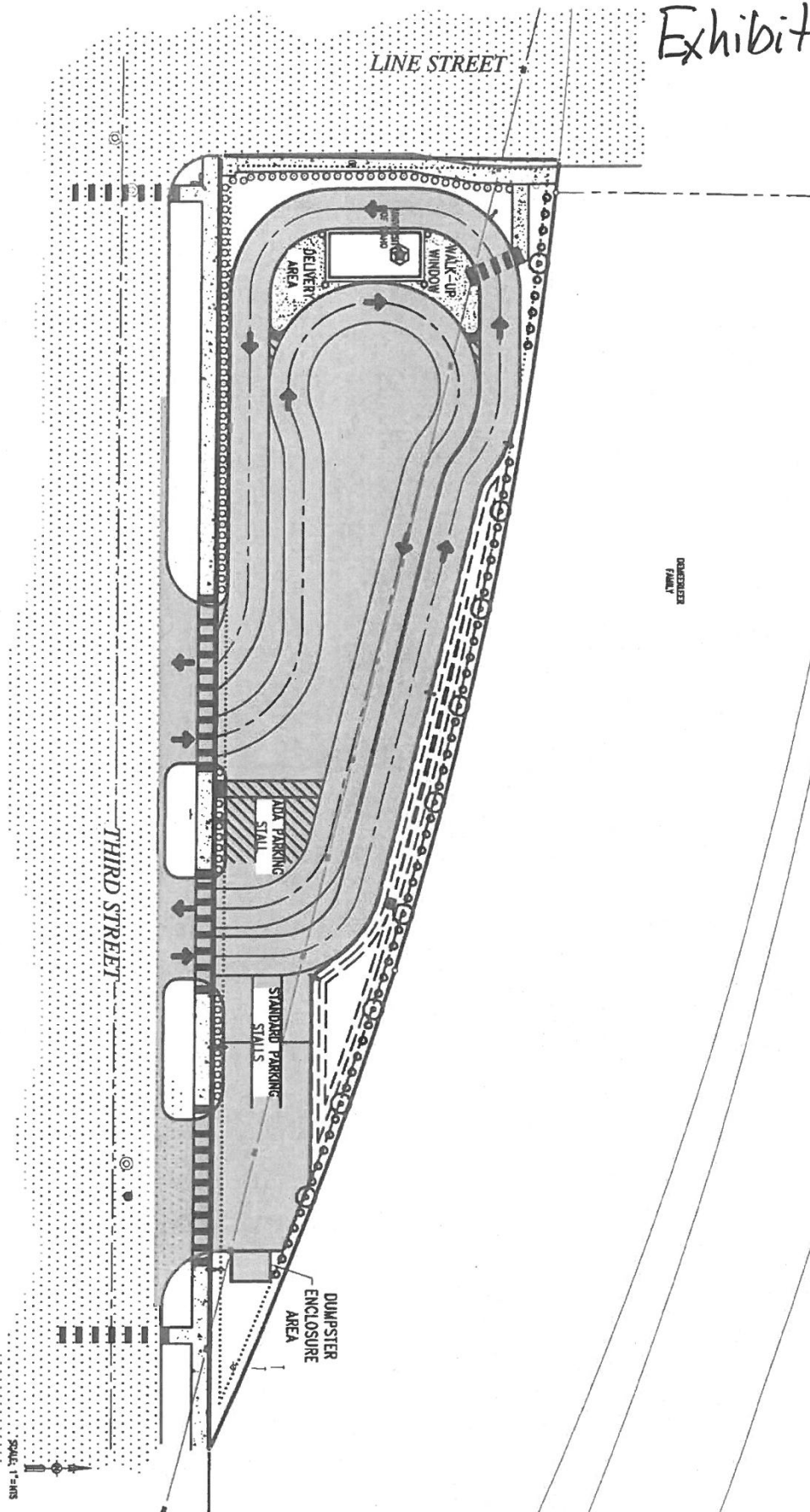
Exhibit A

All that portion of the Southwest Quarter of the Southeast Quarter of Section 7, Township 39 North, Range 5 West, Boise Meridian lying south of the former Burlington Northern Railroad right of way (said former railroad right of way now owned by the DeMeerleer Family Limited Partnership) and bounded on the south by the north right of way of Third Street and bounded on the west by the east right of way of Line Street, said parcel containing approximately 0.58 acres.

Exhibit B Rent Schedule

April 1, 2025 through March 31, 2030	\$3500/month
April 1, 2030 through March 31, 2035	\$4025/month
Renewal Term if properly exercised by Tenant	\$4625/month

Exhibit C



UNIVERSITY OF IDAHO

SUBJECT

Amendment to License Agreement with AT&T Wireless Services

REFERENCE

August 2014

Approved license agreement.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Since 2001 AT&T has been permitted, through a prior license agreement, to install and maintain transmission equipment on the rooftop of UI's Theophilus Tower. This equipment is used by AT&T to provide its customers with wireless personal communication service in the surrounding area. That agreement was replaced in 2014 with the currently effective license. AT&T is proposing to add an emergency generator near the site and to extend its term of occupation to 2044. The proposed amendment also updates other terms of the existing agreement with current notice addresses and removes indemnification provisions no longer acceptable to the State of Idaho. The additional renewal options proposed for AT&T provide fee increases of 15% to UI for each of the additional five-year extensions.

IMPACT

The University will maintain and extend its current revenue stream and has no objections to the installation of the emergency generator to support continued operation in the event of interruption to normal service. University staff have determined placement of the emergency generator as proposed will not interfere with university operations in or around this student residential building.

ATTACHMENTS

Attachment 1 – Proposed License Amendment

STAFF COMMENTS AND RECOMMENDATIONS

Board Policy V.I.2.a requires Board approval for license or lease amendments that extend occupancy beyond five years or materially modify terms. AT&T's proposed First Amendment to its rooftop license on Theophilus Tower meets the policy threshold.

Key amendment terms: 1) Additional equipment – authorizes installation of a small standby generator adjacent to the existing rooftop facility to ensure continuous cellular service during power outages. UI facilities staff have reviewed the placement and it presents no structural or operational conflicts with the residence hall, 2) Term extension - adds four successive five (5) year renewal options, potentially extending the license from 2024 to 2044, 3) Compensation – each new

CONSENT
JUNE 17-18, 2025

five (5) year option increases the annual fee by 15 %, preserving market-rate revenue for UI, 4) Legal updates – revises notice addresses and removes indemnification language that conflicts with State of Idaho requirements, all other provisions remain unchanged.

The amendment secures a long-term, inflation-indexed revenue stream, improves network resiliency for UI students and the surrounding community, and poses no adverse impact on UI's campus operations.

Board staff recommends approval.

BOARD ACTION

I move to approve the University's Associate Vice President for Finance and Planning to execute the attached First Amendment to License Agreement in substantial consistency with the form submitted in Attachment 1 and execute those related documents anticipated by that license amendment.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement ("First Amendment") is made by and between the Board of Regents of the University of Idaho, a state educational institution and body politic and corporate, organized and existing under the Constitution and laws of the State of Idaho having a mailing address of 875 Perimeter Drive MS 3162, Moscow ID ("Grantor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, registered to conduct business in Idaho and successor in interest to AT&T Wireless Services of Idaho, Inc., having an address of 1025 Lenox Park Blvd. 3rd Floor, Atlanta, GA 30319 ("Grantee"). This First Amendment shall revise the License Agreement ("Agreement") between the parties for Grantor's real property located at 1001 Paradise Creek St., Moscow, ID 83844 ("Site") and signed by the Grantor on August 18, 2014. First Amendment shall become effective upon the date of full execution by both parties.

Now, THEREFORE, in consideration of the mutual promises contained herein, Grantor and Grantee agree as follows:

- A.** Exhibit 1-A of Agreement is hereby supplemented with a second page for Exhibit 1-A (which second page is hereby attached and incorporated into this First Amendment). All references in the Agreement to "Exhibit 1-A", shall hereby be deemed to refer to both pages of Exhibit 1-A. The existing Exhibit 2-A of the Agreement is hereby deleted and replaced with a new Exhibit 2-A which shall include Grantee's additional equipment being installed in the expanded license area pursuant to this First Amendment.
- B.** Section 1 of the Agreement is hereby deleted and replaced with the following amended Section 1:

 - “1. Grant; Site. Subject to the conditions, limitations, and restrictions set forth herein and the rules, procedures, and policies of the Grantor, the Grantor does hereby grant to Grantee a non-exclusive license to install, operate, replace, modify, and maintain Equipment on the Site for the purpose of broadcasting, and for the transmission and reception of communication signals. This grant shall include the area shown on the first page of Exhibit 1-A, plus the 9'2" x 14' area shown on the second page of the attached Exhibit 1-A. Grantee shall have the right to install, repair, maintain, modify, replace, remove, utilize, access, and operate (including but not limited to operate as may be required by applicable law) Equipment within both areas All Equipment shall remain the property of Grantee, and Grantee shall have the right to remove, replace, or repair the Equipment at any time. The parties recognize and agree that nothing in this Agreement is intended or shall be construed to be an easement or the granting of an interest in real property beyond permission to use as provided herein.”

- C.** Section 3 of the Agreement is hereby deleted and replaced with the following amended Section 3:

“3. Term of Agreement. The license granted under this Agreement commenced on September 1, 2014, and continued through August 31, 2019 (“the Initial Term”), followed by two optional five-year extension terms (each referred to as “Extension Term” followed by the applicable number). This First Amendment will add two additional five-year Extension Terms, through and including August 31, 2044, as more particularly specified in Section 4.

“In the event Grantee chooses not to exercise any Extension Term, Grantee shall notify Grantor in writing of Grantee's intention not to extend its term of license at least 60 days prior to the August 31 expiration date of the then current Extension Term. Once Grantee notifies Grantor that it will not exercise any Extension Term, no subsequent Extension Terms shall be available to Grantee, and Agreement shall be deemed terminated upon expiration of the then current Extension Term.”

- D.** Section 4 of the Agreement is hereby deleted and replaced with the following amended Section 4:

“4. Fees and Expenses. By no later than September 1 of each year, Grantee shall pay Grantor as follows:

Initial Term: September 1, 2014, through August 31, 2019, at \$24,000 per year

Optional Extension Term 1: September 1, 2019, through August 31, 2024, at \$27,600 per year

Optional Extension Term 2: September 1, 2024, through August 31, 2029, at \$31,740 per year

Optional Extension Term 3: September 1, 2029, through August 31, 2034, at \$36,500 per year

Optional Extension Term 4: September 1, 2034, through August 31, 2039, at \$41,975 per year

Optional Extension Term 5: September 1, 2039, through August 31, 2044, at \$48,270 per year

“These amounts are referred to herein as the "Use Fee", which amount is inclusive of and shall cover electricity expenses typical for such installation and use. Use Fees for any fractional year shall be prorated. Use Fees, and/or any other charges or expenses owed by Grantee shall be payable to "Bursar, University of Idaho", and mailed to the attention of Auxiliary Services, University of Idaho, 875 Perimeter Dr. MS 2014, Moscow, ID 83844-2014, or such other address as Grantor shall provide to Grantee by written notice. Failure to pay the Use Fee or any charges or expenses assessed or incurred hereunder on or before the due date shall constitute a default by Grantee, and, in addition to all other remedies of the Grantor, Grantee shall pay late charges equal to ten (10) percent of the amount past due plus simple interest on the amount due equal to one (1) percent per month until paid.”

- E.** Section 10 of the Agreement is hereby deleted and replaced with the following Section 10:

“Grantee shall indemnify, defend, and save harmless the Grantor, and the State of Idaho (“the State”), including its officers, agents, employees, and volunteers from and against any and all liability, claims, damages, losses, expenses, actions, settlements, attorneys’ fees, and suits whatsoever caused by, arising out of, or in connection with Grantee’s acts or omissions under

this Agreement or Grantee's failure to comply with any state or federal statute, law, regulation, or rule.

"Upon receipt of the Grantor's or the State's tender of indemnity and defense, Grantee shall immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the Grantor and the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the Grantor and the State. Grantee's indemnification and defense liabilities described herein shall apply regardless of any allegations that a claim or suit is attributable in whole or in part to any act or omission of the Grantor or the State under the Agreement. Grantee shall not be required to hold the Grantor or the State harmless for damages attributed to the Grantor or the State in a final order issued by a court of competent jurisdiction.

"Any legal defense provided by Grantee to the Grantor or the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the Grantor or the State, or both of them is necessary. Any attorney appointed to represent the Grantor or the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1). The Grantor and the State must approve all settlement offers and agreements made on its behalf and has the option to attend any settlement or alternative dispute resolution proceedings.

"Grantor shall be responsible only for the acts, omissions or negligence of Grantor and Grantor's employees and agents. Nothing in this Agreement shall extend the tort responsibility or liability of Grantor or the State of Idaho beyond that authorized by law, including the Idaho Tort Claims Act, Idaho Code section 6-901, *et seq.*

"In no event shall any official, officer, employee or agent of the State or the Board be personally liable or responsible for any representation, statement, covenant, warranty, or obligation contained in, or made in connection with, this Agreement, whether express or implied."

- F. Section 11 of the Agreement is hereby deleted and replaced with the following:

"11. Insurance. Grantee and Grantee's contractors and subcontractors shall, at their own expense, carry the types and limits of insurance shown in this Section 11, and shall provide Grantor with a Certificate of Insurance executed by a duly authorized representative of each insurer at least (7) seven days prior to Grantee's use of Grantor's property. All insurers shall have a Best's rating of A-, VII, or better and be eligible to do business in Idaho. All policies required shall be written as primary policies and not contributing to nor in excess of any coverage Grantor may choose

to maintain. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due to Grantor. If any of the insurance for this Agreement is arranged on a claims-made basis, Grantee shall obtain twenty-four months of tail coverage upon termination of this Agreement. Continuous claims-made coverage will be acceptable in lieu of tail coverage, provided the retroactive date is on or before the effective date of this Agreement, or twenty-four months of prior acts coverage is included. All insurance except for Workers Compensation shall be endorsed to name the State of Idaho and the Regents of the University of Idaho as additional insureds. Certificates shall be mailed to: 875 Perimeter Dr MS 3162, Moscow ID 83844-3162, Attn: Risk Management. All required policies shall contain waivers of subrogation and all endorsements necessary to fully comply with the requirements of this Agreement. Failure of Grantor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Grantor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantee's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at Grantor's option. By requiring insurance herein, Grantor does not represent that coverage and limits will necessarily be adequate to protect Grantee, and such coverage and limits shall not be deemed as a limitation on Grantee's liability under the indemnities granted to Grantor in this License. In compliance with the foregoing, Grantee shall at its sole cost and expense maintain insurance in the amounts not less than the following:

- a. Commercial General Liability (CGL) with a limit of not less than \$1,000,000 each occurrence/annual aggregate if defense is outside the limits, or \$2,000,000 each occurrence/aggregate if defense is inside the limits. A commercial umbrella or excess policy from a carrier who meets the requirements of this Section 11 may be used to meet the limits, providing the CGL is listed on the underlying insurance in the umbrella or excess policy.
- b. Commercial Auto Insurance with a Combined Single Limit of \$1,000,000 per occurrence/aggregate, which covers Owned, Non-Owned and Hired vehicles. A commercial umbrella or excess policy from a carrier who meets the requirements of this Section 11 may be used to meet the limits, providing the auto is listed on the underlying insurance in the umbrella or excess policy.
- c. Workers Compensation: Grantee and Grantee's agents, contractors and subcontractors shall maintain all statutorily required coverages including Employer's Liability with a limit of \$100,000 Bodily Injury by accident-each accident; \$100,000 Bodily Injury by disease – each employee; and \$500,000 Bodily

Injury by Disease – policy limit. Grantee is responsible for collecting Certificates of Insurance evidencing Workers Compensation coverage from Grantee’s agents and subcontractors, and for forwarding such Certificates to Grantor.

- d. Grantee may elect to self-insure any of the insurance required by this Agreement, in which case, Grantee shall meet the following additional conditions:
 - (i) As a condition precedent to Grantor’s acceptance of Grantee’s self-insurance, Grantee shall provide Grantor with a statement on its official letterhead to confirm the types and amounts of self-insurance Grantee maintains. Upon request, Grantee shall provide such additional information as Grantor reasonably requires to obtain a certificate of self-insurance from Grantor’s risk management authority.
 - (ii) Grantor shall promptly and no later than thirty (30) days after notice thereof provide Grantee with written notice of any claim, demand, or lawsuit for which it seeks coverage pursuant to this Section, and shall provide Grantee with copies of any demands, notices, summonses, or legal papers received in connection therewith;
 - (iii) Grantor shall not settle any such claim, demand, or lawsuit without the prior written consent of Grantee; and
 - (iv) Grantor shall fully cooperate with Grantee in the defense of the claim, demand, or lawsuit.
- e. Personal property: In no event shall Grantor be liable for any damage to or loss of personal property sustained by Grantee or Grantee’s agents or contractors, whether or not insured, even if such loss is caused by the negligence of Grantor, its employees, officers, or agents.”

G. Section 12 of the Agreement is hereby deleted and replaced with the follow Section 12:

“Pursuant to Idaho Code §§ 18-8703, 67-2346, 67-2347A, and 67-2359, the Licensee certifies: (1) it is not and will not for the duration of the Agreement be an abortion provider or affiliate abortion provider as those terms are defined in Idaho Code § 18-8702; (2) it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control; (3) it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture,

or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d); (4) it is not currently owned or operated by the government of China and will not for the duration of the Agreement be owned or operated by the government of China; and (5) it will not assign or seek to assign the Agreement or License to a person who operates in violation of any terms of this Agreement. The State of Idaho may immediately terminate the Agreement at its convenience upon receipt of information that Contractor is in violation of the terms of this section.”

- H.** Section 16 of the Agreement is hereby deleted and replaced with the following amended Section 16:

“16. **NOTICES.** All notices, requests and demands hereunder will be given as follows:

For Notices of Default to Grantee:

- (a) To Grantee's Lease Administration Department by email at NoticeIntake@att.com; and
- (b) To Grantee's Law Department via first class certified or registered mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, addressed to:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network
Operations

Re: Cell Site #: WASNU2629; Cell Site Name: Moscow Dormitory
(ID) Fixed Asset#: 10075841
208 S. Akard Street
Dallas, TX 75202-4206

All other notices will be sent:

- (a) To Grantee's Lease Administration Department by email at NoticeIntake@att.com with the FA#, Cell Site#, and Cell Site Name in the email subject line; and
- (b) To Grantor at:
University of Idaho, Attn. V.P., Finance
& Admin. 875 Perimeter MS 3168
Moscow, ID 83844-3168

Notices by email to Grantee's Lease Administration Department will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt,

but a read receipt shall not be required to establish that notice was given and received. All other notices shall be effective when properly sent and received or refused, unless returned undelivered.

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein."

- I.** All other provisions of the Agreement are unchanged and shall remain in full force and effect. In the event of any discrepancy or conflict between this First Amendment and the original License Agreement, the terms of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date(s) set forth below.

GRANTOR:

Board of Regents of the University of Idaho

GRANTEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

Kim Salisbury

AVP Budget and Planning

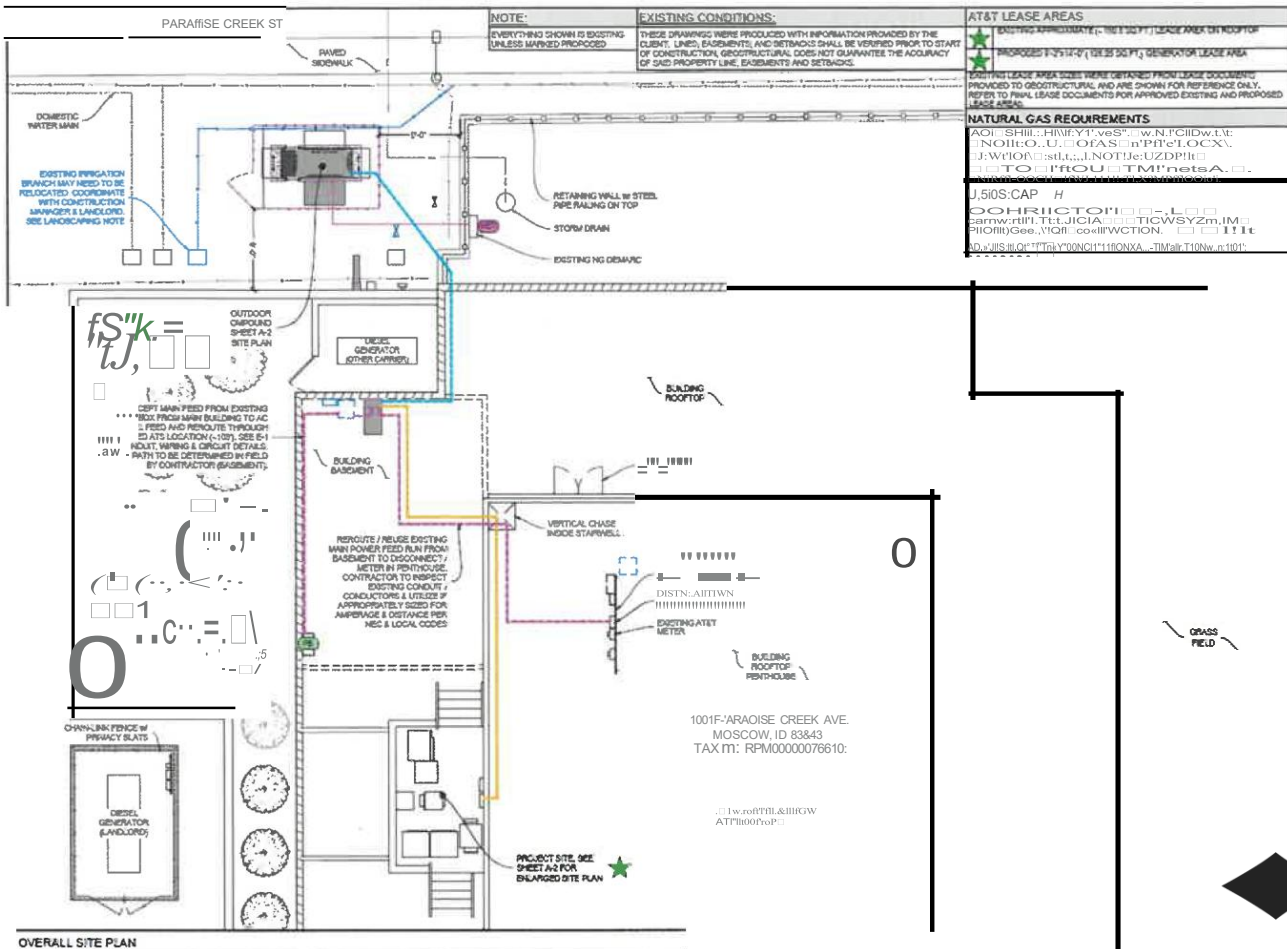
Date:

Name:

Title:

Date:

Additional Premises Area



at&t

GENERAL DYNAMICS
PHE-INSHMTU

GEOSTRUCTURAL

10638

PROFESSIONAL ENGINEER
STATE OF IDAHO
DONALD WILLIAM GEORGE

DATE: 06/17/24

SITE INFORMATION:

MOSCOW DORMITORY

10075c-41

GENEAAATOR IWSTAUTIONS

PROJECT

CONTRACTOR

MONITORING

OVERALL SITE PLAN

A-1

CONSENT
JUNE 17-18, 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
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.
February 2025	Board approved 12 provisional certificates for the 2024-2025 school year.
April 2025	Board approved four (4) 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 as a teacher, supervisor, administrator, education specialist, school nurse or school librarian to hold a certificate issued under authority of the state board of education, valid for the service being rendered. Section 33-1203, Idaho Code allows the State Board of Education to authorize a provisional certificate for teachers when the candidate has at least two years of college training and an emergency has been declared. This section of code does not authorize issuance of emergency provisional certificates for pupil service staff or administrators.

School districts receive the same level of funding for staff with an emergency

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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 one (1) complete Emergency Provisional Certificate application for Instructional certificate(s)/endorsement(s) by April 26, 2025.

The Certification Department of the Idaho Department of Education reviewed the candidate's full application. The candidate presented below, requesting Instructional certificate(s)/endorsement(s), has completed at least two (2) years of college training, making them eligible for emergency provisional certificate consideration. The 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 certificate(s) as presented below.

Twin Falls School District #411

Applicant Name: Ellis Celic

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: BA

Declared Emergency Date: 2/21/2025

Hire/Assignment Date: 2/12/2025

Summary of Recruitment Efforts: The teacher resigned mid-year, but this position is not being retained in the next school year due to budget cuts in the 25-26 school year which is why they are not asking this teacher to complete a program.

IMPACT

If the Board approves the request, the Idaho Department of Education will be authorized to issue emergency provisional certificate to the qualifying candidate. 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 certificate. 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 the candidate has completed at least two (2) 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

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eligible to apply through another pathway.

Staff recommends that the Board authorize the Idaho Department of Education to issue one-year provisional certificate for candidate one (1) as presented above.

BOARD ACTION

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

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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IDAHO DEPARTMENT OF EDUCATION

SUBJECT

Plummer-Worley Joint School District 044 and Weiser School District 431 Tuition Waiver Request

REFERENCE

February 2012	Board approved the request by Weiser School District No. 431 to waive a portion of the tuition rate charge for each individual student attending Weiser High School from Annex School District in Oregon for the 2011-2012, 2012-2013, 2013-2014 and 2014-2015 school years, subject to annual review by the Weiser School District Board of Trustees.
April 2017	Board approved the request by Clark County School District No. 161 to waive the tuition rate charge for a specified student(s) subject to annual review by the Clark County School District Board of Trustees.
April 2021	Board approved the request by Clark County School District No. 161 to waive the tuition rate charge for a specific student(s), subject to annual review by the Clark County School District Board of Trustees.
June 2023	Board approved the request by Pinecrest Academy of Lewiston Charter School #618 to waive the tuition rate charge for a specific student(s).

[Information deemed Personally Identifiable Information (PII) of students, or protected personnel information of public officials, has been redacted pursuant to Idaho Code 74-104(1), 33-133(1)(h), and 74-106(1)]

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1401 through 33-1405, Idaho Code

BACKGROUND/DISCUSSION

Plummer-Worley Joint School District. Plummer-Worley Joint School District is requesting a waiver of the tuition charge for a specified student(s).

Plummer-Worley submits in their request that they are a rural district on the Coeur d'Alene Indian Reservation and states it makes a strong committed statement to community members about the quality of education received at the district. Further, it allows the district to continue employing staff members with specific expertise, saving the district the arduous task of finding replacement staff in an

CONSENT
JUNE 17-18, 2025

already competitive climate with limited candidates. They also state it gives the district consistent staffing from year-to-year and produces a more stable, consistent environment for students. The district sees itself as fortunate to have these staff members and imposing additional hurdles seems counter-productive to their efforts.

Weiser School District. Weiser School District is requesting a waiver for a staff member in a hard to fill position. The district feels fortunate to have filled this position when the staff member could earn significantly more outside the school district. Weiser School District wishes to retain this staff member and requests this waiver for four years or provided that the person is employed by the district, whichever is less.

[Information deemed Personally Identifiable Information (PII) of students, or protected personnel information of public officials, has been redacted pursuant to Idaho Code 74-104(1), 33-133(1)(h), and 74-106(1)]

IMPACT

The tuition rate charge that would have been waived in the 2024-2025 school year is less than \$15,000 for Plummer-Worley and less than \$7,000 for Weiser School District. (Tuition rates for 2025-2026 will not be available until early summer.) The district is not responsible for providing transportation. Information for these students will not be included when calculating state foundation payments.

ATTACHMENTS

Attachment 1 – Request for Waiver – Plummer-Worley Joint School District
Attachment 2 – Request for Waiver – Weiser School District

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

BOARD ACTION

I move to approve the requests by Plummer-Worley Joint School District and Weiser School District to waive the tuition rate charge for the child(ren) listed for the 2025-2026 through 2028-2029 school years, subject to annual review by the respective Boards.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

PO Box 130 * 1157 E Street
Plummer, ID 83851-0130
Phone (208) 686-1621
Fax (208) 686-2108
www.pwsd44.com

Plummer-Worley Joint School District No. 44

March 26, 2025

Julie Oberle

Idaho State Department of Education

6550 W. State St.

Boise, ID 83702

jaoberle@sde.idaho.gov

RE: I.C. 33-1403 Waiver Request

Dear Ms. Julie Oberle:

The Plummer-Worley Joint School District is requesting a waiver of out of state tuition for [REDACTED]

On behalf of the Board of Trustees, the request is being made respectfully to adhere to the provisions of I.C. 33-1403. This request is being made for the next four school years, starting with the 2025-2026 school year, pursuant to the provisions of I.C. 33-1405.

We are a rural school district on the Coeur d'Alene Indian Reservation in Plummer, Idaho. The agreement has been made in favor of allowing our staff member to [REDACTED] the Plummer-Worley Joint School District from [REDACTED] and waive the out-of-state tuition.

The district sees a staff member's decision to [REDACTED] as a statement of support for our direction and efforts here in the district. It makes a strong committed statement to community members about the quality of education received here. Further, it allows the district to continue employing staff members with specific expertise, rather than having them depart at the end of the school year. In turn, this prevents the district from beginning the arduous task of finding replacement staff in an already competitive climate with limited candidates. Additionally, it gives the district consistent staffing from year-to-year and produces a more stable, consistent environment for students.

Staff continue to see a rise in fuel costs [REDACTED], especially those traveling long distances, thus an alternative in [REDACTED] becomes more compelling. The district sees itself as fortunate to have these staff members and imposing additional hurdles seems counter-productive to our efforts.

We thank you for the acknowledgement of our response to our staff and their needs.

Respectfully,



Paul Daman

Board Chairman

Plummer-Worley Joint School District #44

WEISER SCHOOL DISTRICT NO. 431

925 PIONEER ROAD
WEISER, IDAHO 83672
PHONE (208) 414-0616 * FAX (208) 414-1265

DAVID DAVIES
Federal Programs Director

ANGELEA HALVORSON
Special Education Director

DAVID KERBY
Superintendent

KYLA DICKERSON
District Clerk/ Human Resources
BARBARA CHOATE
Deputy Clerk/ Business Manager
RILEY DOWNING
Accounts Payable/Affirmative Action

March 12, 2025

Julie Oberle
Director of Public School Finance
State Department of Education
Boise, Idaho

RE: Out of State Tuition Waiver Request

Ms. Oberle,

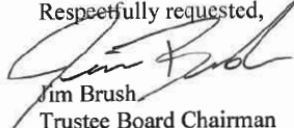
The Weiser School District requests a waiver of out of state tuition for a FY26 [REDACTED]
[REDACTED] It is
important to [REDACTED] family for [REDACTED]

The [REDACTED] position is an incredibly difficult position to fill in the rural area of Weiser
Idaho. Pay for [REDACTED] is significantly higher than teacher pay.
[REDACTED] does an excellent job teaching [REDACTED] for the Weiser School District and
we wish to keep [REDACTED] employed.

The Weiser School District requests this waiver for [REDACTED] for four years or as long as [REDACTED]
is employed by the Weiser School District, whichever is less.

Your consideration of this request is greatly appreciated. If additional information is necessary,
please contact Superintendent Dave Kerby, 208-414-0616.

Respectfully requested,


Jim Brush
Trustee Board Chairman

HIGH ACHIEVEMENT

WEISER SCHOOLS
www.weiserschools.org

RESPONSIBLE CITIZENSHIP

CONSENT
JUNE 17-18, 2025

IDAHO DEPARTMENT OF EDUCATION

SUBJECT

Request for Continuance of Remote School Status for Albion Elementary School (Cassia School District) and Athol Elementary School (Lakeland Joint School District)

REFERENCE

June 2023	The Board received an update regarding Albion Elementary School and its continued need for hardship status.
December 2023	The Board designated Athol Elementary as a “Remote School” pursuant to Section 33-1003(3), Idaho Code, and for funding purposes, to treat it as a “separate elementary school” as described in Section 33-1003(2)(a), Idaho Code.
August 2024	The Board approved Lakeland Joint School District’s request that Athol Elementary continue to be designated as a “Remote School” and, for funding purposes, to treat it as a “Separate Elementary School.”

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1001(26), 33-1003(2)(a) and 33-1003(3), Idaho Code

BACKGROUND/DISCUSSION

The Idaho Department of Education requests that the Board continue the designation of Albion Elementary School (Cassia School District) and Athol Elementary School (Lakeland Joint School District) as a “remote school” pursuant to Section 33-1003(3), Idaho Code.

Albion Elementary (Cassia School District). At the October 1999 Board meeting, the State Board of Education (Board) approved the request by Cassia School District #151 for Albion Elementary School to be designated as a hardship elementary school for one year and required an annual report thereafter. In 2000, the Legislature amended Section 33-1003(2)(b), Idaho Code, by adding, “An elementary school operating as a previously approved hardship elementary school shall continue to be considered as a separate attendance unit, unless the hardship status of the elementary school is rescinded by the State Board of Education.” Therefore, no action is required unless the Board chooses to rescind the hardship status. Conditions supporting the October 1999 decision to approve the Albion Elementary School as a hardship elementary school have not changed.

Athol Elementary (Lakeland Joint School District). During a 2023 review of schools with Separate School Status, it was discovered Athol Elementary was 9.3 miles from the nearest elementary school or district office, 0.7 miles less than the 10.0

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miles required to be considered a separate elementary school. While “Hardship School” status for Athol Elementary was initially requested, based on further research by policy staff, it was determined that “Remote School” (33-1003(3), Idaho Code) was a more appropriate designation than “Hardship School” (33-1003(2)(b), Idaho Code) for schools not meeting the mileage requirement for “Separate School.” At the December 2023 meeting, the Board designated Athol Elementary a “Remote School” pursuant to Section 33-1003(3), Idaho Code, and for funding purposes, to treat it as a “separate elementary school” as described in Section 33-1003(2)(a), Idaho Code.

Summary. Based on the Board’s action at the December 2023 meeting, “Remote School” (33-1003(3), Idaho Code) status is being requested for both Cassia’s Albion Elementary School and Lakeland’s Athol Elementary School for the 2025-2026 school year and that, for funding purposes, both will be treated as a “Separate Elementary School” as described in Section 33-1003(2)(a), Idaho Code.

Section 33-1002(3) requires that the Board review this status annually.

IMPACT

Cassia School District #151 would have received approximately \$147,100 less in FY 2025 if Albion Elementary School had not been considered a separate school. Lakeland Joint School District #272 would have received approximately \$110,000 less in FY 2025 if Athol Elementary School had not been considered a separate school. (Final FY 2025 payment data was not available at the time this document was prepared.)

ATTACHMENTS

Attachment 1 – Letter from Cassia School District #151 Superintendent Sandra Miller to Superintendent Critchfield dated April 7, 2025.

Attachment 2 – Letter from Lakeland Joint School District #272 Superintendent Lisa Arnold to Superintendent Critchfield dated April 14, 2025

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

BOARD ACTION

I move to grant Cassia School District’s request for Albion Elementary School and Lakeland Joint School District’s request for Athol Elementary School to be designated as a “Remote School” pursuant to Section 33-1003(3), Idaho Code, and, for funding purposes, to treat both as a “separate elementary school” as described in Section 33-1003(2)(a), Idaho Code.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Cassia County Joint School District No. 151

Board Members

Ryan Cranney, Chairman
Darin Moon, Vice Chairman
Monica Mower, Trustee
Mandy Baker, Trustee
Kent Kidd, Trustee



Administration

Sandra Miller, Superintendent
Chester Bradshaw, Asst. Superintendent
Chris James, Director of Fiscal Affairs
Kim Bedke, Federal Programs Director
Ryun Payne, Student Services Director



April 7, 2025

Mrs. Debbie Critchfield
State Superintendent of Public Schools
PO Box 83720
Boise, Idaho 83720-0027

Dear Mrs. Critchfield,

Albion Elementary School was granted remote school status by the State Board of Education in October of 1999. This status is granted on an annual basis and must be submitted to the State Board of Education each year by the person elected to serve as the state superintendent of schools.

This letter serves as a request for remote school status for Albion Elementary School (school number 111) for the 2025-2026 school year. The conditions for such status have not changed and remain as the basis for this request. We appreciate your willingness to acknowledge the challenges of small, rural educational facilities throughout the state.

Thank you, and the State Board of Education, for your continued support of the children of Cassia County and Idaho.

Respectfully,

Sandra Miller
Superintendent

CC: Dean Reich



LAKELAND JOINT SCHOOL DISTRICT
A Community Committed to Academic Excellence...Dedicated to Student Success

Lakeland Joint School District #272
15506 N. Washington Street
Rathdrum, ID 83858
H: (208)687-0431 FX: (208)-687-1884

April 14, 2025

Mrs. Debbie Critchfield
State Superintendent
State Department of Education
650 West State Street
Boise, ID 83702

Dear Superintendent Critchfield:

On December 13, 2023, the State Board of Education granted Athol Elementary School Remote School Status. This status is granted annually and must be submitted to the State Board of Education each year by the person elected to serve as the state superintendent of schools.

This letter requests that Athol Elementary School be designated a "Remote School" for the 2025-2026 school year pursuant to Section 33-1003(3), Idaho Code, and, for funding purposes, continue to be treated as a "separate elementary school" as described in Section 33-1003(2)(a), Idaho Code.

We thank you for your consideration.

Sincerely,

Lisa Arnold
Superintendent
Lakeland Joint School District 272

UNIVERSITY OF IDAHO

SUBJECT

Doctor of Psychology in Clinical Psychology – Professional Fee

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

University of Idaho (UI) received approval to establish the Doctor of Psychology (PsyD) in Clinical Psychology within the School of Health and Medical Professions, College of Graduate Studies earlier this spring. UI is requesting approval of a professional fee for this program in the amount of \$10,000 per academic year. Based on FY2026 (AY25/26) tuition plus mandatory fees, the total per academic year would be \$21,132 for residents.

In accordance with the memorandum of understanding between the University of Idaho and Idaho State University, the proposed professional program fee for the PsyD program reflects a commitment to fee parity across institutions delivering shared academic programming.

This professional fee is proposed to align our fee structure with that of our academic partner. This approach ensures consistency in the student experience, upholds the spirit of inter-institutional collaboration, and reinforces our shared commitment to delivering high-quality, accredited doctoral training in clinical psychology.

Importantly, the existing fee at our partner institution was established to support essential components of doctoral clinical training, including faculty licensure requirements, psychological testing materials, accreditation costs, clinical tracking systems, and legal compliance infrastructure. By matching this fee, the University of Idaho can maintain programmatic alignment and ensure equitable access to the same resources and support systems that are available to students at the partnering institution.

This alignment also simplifies administration for jointly managed cohorts and preserves the integrity of the program's financial model as we pursue American Psychological Association (APA) accreditation and expand clinical training opportunities across the state.

IMPACT

The University of Idaho proposes the implementation of a professional program fee for students enrolled in the PsyD program. This fee is necessary to ensure that the program meets licensure, accreditation, and clinical training standards required for doctoral-level clinical psychology education.

The fee will be used to support the following essential program functions:

1. Faculty Licensure and Credentialing

- In accordance with supervision laws and requirements from the APA, faculty who supervise clinical practica must hold active Idaho psychology licenses.
- The program will allocate funds to support credentialing, renewal, and continuing education necessary for faculty to maintain licensure, ensuring students receive legally compliant supervision.

2. APA Accreditation Compliance

- The program will seek accreditation from the American Psychological Association, which is vital for graduate licensure and professional recognition.
- Funds will cover annual accreditation fees, preparation of the self-study document, consultant or reviewer support if needed, and costs associated with site visits from the APA Commission on Accreditation (CoA).

3. Clinical Training Infrastructure

- Clinical psychology education requires access to validated psychological tests, scoring systems, and secure hardware.
- Fees will support the purchase and maintenance of clinical test kits (e.g., WAIS, MMPI), digital scoring platforms, assessment software, and testing equipment such as tablets and audio/video devices.

4. Legal Compliance and Recordkeeping

- The program must adhere to HIPAA and state-specific laws requiring secure long-term storage of psychological records and evaluations.
- Program fees will fund secure storage solutions, encrypted data systems, and software that manages psychological records in compliance with legal and ethical standards.

5. Clinical Training Tracking Systems

- Accreditation and licensure standards require careful documentation of students' clinical hours, supervision, case logs, and competency evaluations.
- Fees will be used to license and maintain secure tracking systems for student progress and performance across clinical placements.

6. Student Liability Insurance

- To ensure students are protected during clinical training, professional liability insurance is required. Where not institutionally covered, program fees will support student access to this insurance.

7. Clinical Affiliation Management

- Establishing and maintaining clinical practicum partnerships with external health systems involves legal agreements, site evaluations, and coordination.
- Fee revenue will support staff time and the legal review necessary to develop and sustain these training sites.

8. Faculty Training and Program Development

- Clinical faculty require ongoing professional development in clinical supervision, diversity, and evidence-based practice to remain aligned with APA standards.
- Program fees will be used to support ongoing faculty development and training in contemporary supervision models.

9. Supervision Technology and Telehealth Support

- To facilitate supervision and clinical training across Idaho, particularly in rural areas, the program must invest in video recording, telehealth, and remote supervision platforms.
- The fee will help maintain the infrastructure for these essential instructional and clinical modalities.

Impact if Fee is Not Implemented

Without implementation of the proposed program fee:

- The program may be unable to achieve APA accreditation, undermining graduate eligibility for licensure and professional practice.
- Faculty may not meet state licensure requirements, limiting legal supervision capacity.
- Students may lack access to validated clinical assessment tools, jeopardizing training quality.
- The program would be out of compliance with HIPAA/state laws for clinical recordkeeping.
- Training sites could be limited by lack of infrastructure to support affiliation and supervision.
- Student liability risk may increase without reliable insurance coverage.
- The program's ability to serve rural Idaho and meet state workforce needs would be severely constrained.

The PsyD program will use facilities under the WWAMI program and the School of Health and Medical Professions, including four active learning classrooms, a cadaver anatomy lab, nine standardized patient rooms, research offices, and student common study areas, shared with PsyD students. The impact on the WWAMI program is expected to be minimal, as PsyD classes will be scheduled when WWAMI is not using the facilities.

CONSENT
JUNE 17-18, 2025

Continuing education for state licensure will cost \$1,000, maintaining test protocol supplies will require \$100,000 initially and \$10,000 annually, and recording equipment will cost around \$100,000.

The program will require 4 FTE, including Clinical Assistant Professors, Assistant Professors, and a Program Director. One FTE currently working in WWAMI will be partially reallocated to the PsyD program. Existing WWAMI staff and faculty will be redirected to the College of Graduate Studies to support the program.

New state funding will support the program with \$382,100 annually. Institutional commitments include \$259,320 in ongoing funding and \$206,000 in one-time funding in year one, and \$79,840 in ongoing funding in year two. Funding will cover personnel costs for the 4 FTE, operating costs (travel, professional services, communications, supplies), and equipment. Total expenditures are estimated at \$842,900 to \$852,900 annually, with an additional \$206,000 in one-time funding in year one.

ATTACHMENTS

Attachment 1 - Doctor of Psychology in Clinical Psychology Budget

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Board Policy V.R.3.b.iii., a professional program fee, with Board approval, may be charged in addition to the program's regular tuition and fees. To be eligible for consideration of a professional fee the program must meet all of the credential or licensure requirements, accreditation requirements and demonstrated program costs established in Board policy V.R.3.b. No additional course fees may be charged once the professional fee is established.

University of Idaho's request to assess a professional program fee of \$10,000 per year for the Doctor of Psychology, Clinical Psychology program aligns with criteria as defined in Board Policy V.R.3.b.iii.

The proposed fee was shared with the Instruction, Research and Student Affairs committee at their June 5, 2025, meeting. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to establish a professional fee in the amount of \$10,000 per academic year for the Doctor of Psychology in Clinical Psychology program.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT JUNE 17-18, 2025

PsyD

Program Resource Requirements.

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the
- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

I. PLANNED STUDENT ENROLLMENT

	FY 26		FY 27		FY 28		FY 29	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments		10		10		15		15
B. Shifting enrollments				7		14		26
Total Enrollment	0	10	0	17	0	29	0	41

II. REVENUE

	FY 26		FY 27		FY 28		FY 29	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request	\$382,100		\$382,100		\$382,100		\$382,100	
2. Institution Funds		\$383,020						
3. Federal								
4. New Tuition Revenues from Increased Enrollments	\$183,780		\$312,426		\$532,962		\$753,498	
5. Student Fees	\$100,000		\$170,000		\$290,000		\$410,000	
6. Other (i.e., Gifts)								
Total Revenue	\$665,880	\$383,020	\$864,526	\$0	\$1,205,062	\$0	\$1,545,598	\$0

Ongoing is defined as ongoing operating budget for the program which will become part of the base.

One-time is defined as one-time funding in a fiscal year and not part of the base.

DON'T INCLUDE AS THESE DO NOT
GO TO THE PROGRAM

			FY26	FY27	FY28	FY29
Student Credit Hours	HC	FT Enrollment	10	17	29	41
PT Enrollment			-	-	-	-
Rates:						
Res Tuition - FT	\$	8,760	\$ 43,800	\$ 74,460	\$ 127,020	\$ 179,580
NR Tuition - FT	\$	27,996	\$ 139,980	\$ 237,966	\$ 405,942	\$ 573,918
Fees - FT	\$	2,372	\$ 23,720	\$ 40,324	\$ 68,788	\$ 97,252
Summer Tuition - PT	\$	566	\$ -	\$ -	\$ -	\$ -
Summer Fees - PT	\$	52	\$ -	\$ -	\$ -	\$ -
Profession Fee - Annual	\$	10,000	\$ 100,000	\$ 170,000	\$ 290,000	\$ 410,000
	\$		\$ 633,450	\$ 1,140,210	\$ 1,562,510	\$ 1,562,510
TUITION	\$	183,780	\$ 312,426	\$ 532,962	\$ 753,498	
PROF FEES	\$	100,000	\$ 170,000	\$ 290,000	\$ 410,000	
MAND FEES	\$	23,720	\$ 40,324	\$ 68,788	\$ 97,252	
	\$	307,500	\$ 522,750	\$ 891,750	\$ 1,260,750	

CONSENT JUNE 17-18, 2025

III. EXPENDITURES

	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. Personnel Costs								
1. FTE	4.0		4.0		4.0		4.0	
2. Faculty	\$390,000		\$390,000		\$390,000		\$390,000	
3. Adjunct Faculty								
4. Graduate/Undergrad Assistants								
5. Research Personnel								
6. Directors/Administrators	\$200,000		\$200,000		\$200,000		\$200,000	
7. Administrative Support Personnel								
8. Fringe Benefits	\$182,900		\$182,900		\$182,900		\$182,900	
9. Other:								
Total Personnel and Costs	\$772,900	\$0	\$772,900	\$0	\$772,900	\$0	\$772,900	\$0

	FY 26		FY 27		FY 28		FY 29	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures								
1. Travel	\$20,000		\$20,000		\$20,000		\$20,000	
2. Professional Services	\$20,000		\$20,000		\$20,000		\$20,000	
3. Other Services								
4. Communications	\$20,000		\$20,000		\$20,000		\$20,000	
5. Materials and Supplies	\$10,000		\$10,000		\$10,000		\$10,000	
6. Rentals								
7. Materials & Goods for Manufacture & Resale								
8. Miscellaneous								
Total Operating Expenditures	\$70,000	\$0	\$70,000	\$0	\$70,000	\$0	\$70,000	\$0

template	\$183,780.00	\$312,426.00	\$532,962.00	\$753,498.00
rate	\$18,378.00	\$18,378.00	\$18,378.00	\$18,378.00

CONSENT
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	FY 26		FY 27		FY 28		FY 29	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay								
1. Library Resources								
2. Equipment		\$206,000	\$10,000		\$10,000		\$10,000	
Total Capital Outlay	\$0	\$206,000	\$10,000	\$0	\$10,000	\$0	\$10,000	\$0
	FY		FY		FY		FY	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
D. Capital Facilities Construction or Major Renovation								
E. Other Costs								
Utilities								
Maintenance & Repairs								
Other								
Total Other Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES:	\$842,900	\$206,000	\$852,900	\$0	\$852,900	\$0	\$852,900	\$0
Net Income (Deficit)	-\$177,020	\$177,020	\$11,626	\$0	\$352,162	\$0	\$692,698	\$0

Budget Notes (specify row and add explanation where needed; e.g., "I.A.,B. FTE is calculated using..."):

I.A.B.	10 students per year for years one and two and 15 per year for subsequent years.
II.4	<p>Line 4 represents standard graduate tuition rate. The estimated costs for Doctor of Psychology (PsyD) in Clinical Psychology Students is broken down as follows, however mandatory fee revenue is not included in the above budget as it does not flow to the program to support program costs:</p> <ul style="list-style-type: none"> • Resident: \$8,760 + UI Fees \$2,372 = \$11,132/yr • Non-Resident: \$27,996 + UI Fees \$2,372 = \$30,368/yr
II.5	Student fees (professional fee) are calculated as \$10,000 per student per year.
III.A	4.0 FTE matches the state line item request previously submitted. The amount requested from the state includes \$100,000 for the program director, faculty salaries and benefits for 4 FTEs.
III.A8	Faculty Fringe Benefit Rate 31.0%
III.B1	Travel to include conference attendance.
III.B2	Professional Services (ie.: Guest Speakers, Professional Calibration of Testing Equipment, Maintenance of Video Equipment)
III.B4	Communications and Marketing for recruiting and promotion
III.C2	Recording /Video Equipment and Test Instruments

CONSENT
JUNE 17-18, 2025

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CONSENT
JUNE 17-18, 2025

SUBJECT

Idaho Established Program to Stimulate Competitive Research (EPSCoR)
Committee Appointments

REFERENCE

June 2019	Board appointed David Barneby and reappointed Gynii Gyllian to the Idaho EPSCoR Committee, both representing the private sector.
February 2021	Board reappointed Mark Nye, Doyle Jacklin, and Dennis Stevens, and appointed Donna Lybecker, Christopher Nomura, and Marianne Walck to Idaho EPSCoR Committee.
October 2021	Board reappointed Laird Noh and Skip Oppenheimer, and appointed Dr. Nancy Glenn to the Committee to serve as an ex-officio member representing Boise State University.
August 2022	Board reappointed David R. Tuthill Jr. and appointed Martin Blair, Yolanda Bisbee and Mathew Reiber to the Committee.
August 2023	Board appointed Senator James Ruchti and Representative Britt Raybould (replacing late Senator Mark Nye and former Representative Laurie Lickley, respectively), and appointed Carmen Achabal, Phillip Reppert, Will Osborne, and Ronald Jones for five (5)-year terms.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section III.W. Higher Education Research

BACKGROUND/DISCUSSION

The Established Program to Stimulate Competitive Research (EPSCoR) represents a federal-state partnership to enhance the science and engineering research, education, and technology capabilities of states that traditionally have received smaller amounts of federal research and development funds. As a participating state, Idaho EPSCoR is subject to federal program requirements and policies established by the Idaho State Board of Education. The purpose of EPSCoR is to build a high-quality academic research base to advance science, technology, engineering, and mathematics (STEM) to stimulate sustainable improvements in research and development capacity and competitiveness.

Idaho EPSCoR is guided by a committee of sixteen (16) members appointed by the Board for five (5)-year terms. The membership of this committee is constituted to provide for geographic, academic, business, and state governmental representation as specified in Board Policy III.W., and includes one member from each chamber of the Legislature.

CONSENT
JUNE 17-18, 2025

Following the 2023 elections, the Idaho EPSCoR Committee is recommending the new appointments of Tom Kealey for a five (5)-year term to replace Carmen Achabal as the Idaho Department of Commerce representative. The committee is also recommending the new appointments of Craig Richael, Linda Somerville, and Todd Combs for five (5)-year terms to replace those representing the private sector who have retired (Doyle Jacklin, Laird Noh) or whose terms have expired (Gynni Gilliam). Letters of interest for each of these candidates are attached to this cover page.

ATTACHMENTS

Attachment 1 – Idaho EPSCoR Membership
Attachment 2 – Tom Kealey Letter of Interest
Attachment 3 – Dr. Craig Richael Letter of Interest
Attachment 4 – Dr. Linda Somerville Letter of Interest
Attachment 5 – Dr. Todd Combs Letter of Interest

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to appoint Tom Kealey to the Established Program to Stimulate Competitive Research – Idaho Committee to serve as the representative of the Idaho Department of Commerce for a five (5)-year term ending on June 30, 2030.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to appoint Dr. Craig Richael to the Established Program to Stimulate Competitive Research – Idaho Committee for a five (5)-year term ending on June 30, 2030.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to appoint Dr. Linda Somerville to the Established Program to Stimulate Competitive Research – Idaho Committee for a five (5)-year term ending on June 30, 2030.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

CONSENT
JUNE 17-18, 2025

I move to appoint Dr. Todd Combs to the Established Program to Stimulate Competitive Research – Idaho Committee for a five (5)-year term ending on June 30, 2030.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EPSCoR Committee Members

VOTING MEMBERS (16 members)

Member Name	Original Appt.	Re-appointment	Expires	Representing	Position	Board Meeting
Osborne, Will	8/23/2023		6/30/2028	Private Sector	President, Great Floors	8/23/2023
Glenn, Nancy	10/20/2021		Ex-officio	VPRED	BSU - VPRED	10/20/2021
(vacant)	8/23/2023		6/30/2028	Commerce	IGEM Program Manager	8/23/2023
Reppert, Philip	8/23/2023		6/30/2028	INL		8/23/2023
Tuthill, Dave	8/16/2012	7/1/2022	6/30/2027	Private Sector	Founder, Idaho Water Engineering	8/16/2012 6/15/2017 8/24/2022
Gilliam, Gynii	4/18/2012	7/1/2019	6/30/2024	Private Sector	President & CEO Coeur d'Alene Area Economic Development Corporation	4/18/2012 10/22/2015 6/20/2019
Jacklin, Doyle	12/13/2006	2/18/2010 10/22/2015 7/1/2021	6/30/2026	Private Sector	Partner, Riverbend Commerce Park	4/22/2005* 2/18/2010 10/22/2015 2/17/2021
Raybould, Britt	8/23/2023		6/30/2028	House of Rep.	House of Rep.	8/23/2023
Blair, Martin	8/24/2022		Ex-officio	VPRED	ISU - VPRED	8/24/2022
Nomura, Christopher	2/17/2021		Ex-officio	VPRED	UI - VPRED	2/17/2021
Noh, Laird	12/13/2006	7/1/2011 7/1/2016 7/1/2021	6/30/2026	Private Sector	President, Noh Sheep Company, Retired Idaho Senator	(6/27/2012) 12/9/2010 12/15/2016 10/20/2021
Ruchti, James	8/23/2023		6/30/2028	Senate	State Senate	8/23/2023
Oppenheimer, Skip	12/15/2016	7/1/2021	6/30/2026	Private Sector	Chairman/CEO of Oppenheimer Companies, Inc.	12/15/2016 10/20/2021
Jones, Ron	8/23/2023		6/30/2028	Private Sector	Idaho Potato Cooperative, and Leadership Idaho Agriculture	8/23/2023
Bisbee, Yolanda	8/24/2022		6/30/2027	Private Sector	UI Executive Director Tribal Relations	8/24/2022
Stevens, Dennis	(1/23/01) 4/22/2005	2/18/2010 10/22/2015 7/1/2021	6/30/2026	Private Sector	Chief of Research and Development, Infectious Disease Section, Veterans Affairs Medical Center	4/22/2005* 2/18/2010 10/22/2015 2/17/2021

*4/22/2005 (prior to establishment of term limits)

NON-VOTING MEMBERS (2 members)

Member Name	Original Appt.		Expires		Position	
(vacant)	8/24/2022		Ex-officio		Representative from Governor's Office	8/24/2022
Turnbull, Dave	11/21/2024		Ex-officio		Idaho State Board of Education	



Brad Little, Governor
Tom Kealey, Director

Idaho State Board of Education

Re: Experimental Program to Stimulate Competitive Research (EPSCoR) – Nomination to Serve on EPSCoR Committee

To the Board:

Why would I like to be a member of the Idaho State Experimental Program to Stimulate Competitive Research (EPSCoR)? I would like to join the EPSCoR Committee as the Representative from the Idaho Department of Commerce which has its focus on economic development.

For the past six years I have served in Governor Little's cabinet as the Director of the Idaho Department of Commerce. The department is the lead economic development agency for the State. Its mission is to foster a business-friendly environment to aid in quality job creation, support existing companies, strengthen communities, promote innovation and market Idaho domestically and internationally.

Not only as Director of Commerce but also in all my previous private sector roles, competitiveness and innovation are imperative for the economic success, strength and resiliency for businesses, organizations, communities, States and nations.

High quality, academic and private sector research is critical for advances and competitiveness in Idaho's economy, particularly in the areas of advanced manufacturing, semiconductors, food production and processing, energy, aeronautics/aerospace, mining, forest products, water resources, etc.

During my tenure as Director, our Commerce Department has been very supportive of innovation, research, commercialization and expansion in all the industries noted above. We have also supported applications for advanced energy initiatives, tech hubs in the region, research grant proposals by Idaho institutions of higher education and the INL. The former IGEM program was managed in the Dept. of Commerce during its 10 year mission.

I believe I would be a good member and contributor on the EPSCoR Committee.
Thank you in advance for your support of my nomination.

Respectfully submitted,

A handwritten signature in black ink that reads "Tom Kealey". The signature is written in a cursive, flowing style.

Tom Kealey
Director
Idaho Department of Commerce



PLANT SCIENCES

5369 W. IRVING ST., BOISE, ID 83706

TO: DAVID TUTHILL
FROM: CRAIG RICHAEAL
SUBJECT: PARTICIPATION IN EPSCOR
DATE: 13 DEC 2024

Dear Dave,

With this correspondence, I wish to express my interest to serve on the Idaho State EPSCoR committee. Thank you for introducing me to the opportunity to utilize my education and research experience to promote investment in Idaho science. I have worked here in Idaho for the J. R. Simplot Company as a scientist for 23 years—first as a researcher for 13 years and then as a Director of Research and Development for 10 years. I came to Idaho in 2001 after completing my graduate studies (Ph.D) at UC Davis in Molecular and Cellular Biology. At Simplot, I have guided the development of Innate® genetically modified and gene-edited potato and strawberry products. I enjoy putting into practice the J. R. Simplot Company's motto, "Bringing Earth's Resources to Life". I look forward to putting my life-long scientific experience to good use on the committee.

Best regards,

A handwritten signature in cursive script that reads "Craig Richael".

Craig Richael

From: Linda Somerville <lsomerville@micron.com>
Sent: Friday, November 15, 2024 2:29:21 PM
To: Dave Tuthill <dave@idahowaterengineering.com>
Subject: Statement of interest: Idaho EPSCoR

Dave: Thanks for the discussion last week. Please find below my statement of interest with respect to serving on the Idaho EPSCoR committee.

My interest in joining the Idaho EPSCoR committee

When Micron's executive leadership asked me to consider representing Micron on the Idaho EPSCoR statewide committee, I was intrigued by the opportunity to help guide investment in academic research in Idaho for several reasons.

I have a strong interest in academic research and the mission of NSF's EPSCoR program, which aims to catalyze the development of research capabilities and the creation of new knowledge. My background includes a B.S. in Chemistry from Utah State University and a Ph.D. in Inorganic Chemistry from Northeastern University. My doctoral research involved the synthesis and characterization of organometallic complexes, work which I continued as a Postdoctoral Fellow at Harvard University. After my post-doc, I started my career in semiconductor process technology development at IBM in Burlington, VT, and then joined Micron Technology in Boise, Idaho.

For nearly 35 years in the semiconductor industry, I have been engaged in process technology research and development. As academic research is foundational to our development programs, our team members engage with universities, and we provide funding and other support for research through various avenues. I have personally been involved in Micron's university outreach programs for many years.

I have a passion for promoting STEM education pathways for students, especially considering the shortage of highly skilled U.S. workers, desperately needed to grow the U.S. and Idaho's semiconductor workforce. At Micron, we know the importance of fostering STEM education at both the K-12 level and at the university level. My own experience as a woman in science, inspired by many mentors and role models, underscores the

importance of the EPSCoR program's mission to broaden participation of diverse individuals, institutions, and organizations in science and engineering research.

I have a desire to give back to my community and the state of Idaho. I serve on the Micron Foundation board, a couple of non-profit boards in my community, and until recently, on the Industrial Advisory Board for the College of Engineering at Boise State University. These experiences give me confidence that I can contribute to the EPSCoR statewide committee in a meaningful way.

I'm looking forward to learning more about the U.S. National Science Foundation's EPSCoR program in the coming months and partnering with you on the Idaho EPSCoR committee. Please let me know if you have any questions.

Sincerely,

Linda Somerville

April 11, 2025

TO: Dave Tuthill, Chair, Idaho State EPSCoR Committee

Dear Dave,

I am writing to express my interest in serving as a member of the Idaho EPSCoR State committee. As an experienced research leader at Idaho National Laboratory (INL), I am eager to contribute to the mission of Idaho EPSCoR in enhancing the research capacity of our state and fostering innovation. Throughout my tenure at INL, my work has spanned multiple disciplines, including renewable energy, advanced materials, and environmental science. This interdisciplinary experience has provided me with a comprehensive understanding of the scientific and technological challenges that Idaho faces. I am confident that my expertise and passion for research will make a meaningful contribution to the committee's efforts.

My experience at INL and other national laboratories has equipped me with a strong foundation in project management, strategic planning, and stakeholder engagement. I have successfully led several multidisciplinary teams, managing projects from inception to completion. This has involved coordinating with researchers, industry partners, and government agencies to ensure that projects are delivered on time and within budget. I believe my ability to navigate complex projects and build consensus among diverse stakeholders will be valuable assets to the Idaho EPSCoR committee.

In conclusion, I am excited about the possibility of contributing to the Idaho EPSCoR State committee and supporting its mission to enhance the research capacity of our state. I am confident that my contributions will help advance Idaho's research agenda and drive innovation.

Sincerely,

Todd

Todd E. Combs, Ph.D.

Deputy Laboratory Director for Science and Technology

Chief Research Officer

todd.combs@inl.gov | 208-526-5948 | Fax: 208-526-4563

Idaho National Laboratory | PO BOX 1625, MS 3695 | Idaho Falls, ID | 83415

CONSENT
JUNE 17-18, 2025

SUBJECT

Request for Waiver of IDAPA 08.02.02.015.03(b) for Three Creek Elementary School District

REFERENCE

School years 2021 to 2025 (current)

APPLICABLE STATUTE, RULE, OR POLICY

IDAPA 08.02.02.015.03(b) - Standard Administrator Certificate

BACKGROUND/DISCUSSION

The Department of Education is writing to formally request a waiver of an administrative rule pursuant to IDAPA 08.02.01.007. IDAPA 08.02.02.015.03(b) requires individuals conducting evaluations of certified staff are required to hold an Administrator Certificate. However, because section 33-1001(20), Idaho Code, provides that advancement on the professional compensation rung be determined by an evaluation aligned to the state framework for teaching evaluation, this rule is unintentionally preventing an exceptional teacher in the Three Creek Elementary School District from advancing on the career ladder.

Three Creek Elementary School District is one of the most remote school districts in Idaho, typically enrolling between three to five students in grades K-8. Located approximately 12 miles from the northeastern corner of Nevada, it serves a small but dedicated student population. Once students reach 9th grade (or sooner), depending on their family's residence, they transition to either the Castleford or Filer school districts.

Since the 2021 school year, Shannon Ault has served as the district's sole teacher. Her performance has been exceptional, and the community is fortunate to have her in this role. Each year, she has been evaluated by the district's dedicated school board chairman, Gus Brackett. However, because Mr. Brackett is not a certified administrator, Ms. Ault has been unable to advance on the career ladder, and the district has not received state funding that accurately reflects her experience, despite her meeting all necessary performance criteria. Because of this, the department respectfully requests a waiver of Rule 08.02.02.015.03(b), thus allowing Ms. Ault to advance on the career ladder for a period of four years, from 2021 to 2025.

Moving forward, Department staff will assist Three Creek Elementary in making arrangements with a neighboring school district or in contracting with a certified administrator to ensure compliance with evaluation requirements. This proactive approach will prevent similar issues in the future.

CONSENT
JUNE 17-18, 2025

IMPACT

Granting this waiver will enable Ms. Ault to advance on the Career Ladder, in alignment with her evaluations, and will ensure appropriate reimbursement for the Three Creek Elementary School District.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

Board staff has been in discussions with the Idaho Department of Education to ensure that this rule will not need to be waived again for this circumstance.

BOARD ACTION

I move to approve the request by Idaho Department of Education to waive Rule 08.02.02.015.03(b) thus allowing Ms. Ault to advance on the career ladder for a period of four years, 2021 to 2025.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
JUNE 17-18, 2025

SUBJECT

Boise State University – State Requirement Check for the Review of Educator Preparation Provider

REFERENCE

August 2003	Board continued approval of the educator preparation provider and its programs based on the 2003 state review report
August 2009	Board conditionally approved French and German and continued approval for all other programs based on the 2009 state review report
April 2017	Board conditionally approved the Mathematics Consulting Teacher program and continued approval for all other program areas based on the 2016 state review report
August 2023	Board approved the Idaho Standards for Educator Preparation Providers

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1207A, Teacher Preparation
Idaho Code § 33-114A, Adoption of Standards for the Initial Certification of Professional School Personnel [Effective until June 30, 2027]
Idaho Code § 33-1202, Eligibility for Certificate
Idaho Code § 33-1203, Accredited Teacher Training Requirements
IDAPA 08.02.02.015, Rules Governing Uniformity, Idaho Educator Credential
Idaho State Board of Education Governing Policies & Procedures, Section IV.D., Educator Preparation and Certification

BACKGROUND/DISCUSSION

During the 2022–2023 academic year, a dedicated work group was convened to develop the *Idaho Standards for Educator Preparation Providers*. The purpose of these standards is to ensure that future educators are well-prepared, effective, and capable of supporting student learning from their first day in the classroom. Serving as a quality assurance framework, these standards guide colleges, universities, and other institutions in delivering high-quality educator preparation programs. The recommended standards were submitted to the Idaho State Board of Education (Board) and were formally approved on August 23, 2023.

In parallel, a work group was established in the 2022–2023 academic year to design a new state review process for Educator Preparation Providers (EPPs), with work concluding in the 2023–2024 academic year. This updated state review process was developed using the newly adopted *Idaho Standards for Educator Preparation Providers* as its foundation.

Due to the transition period required to finalize the new state review process, several scheduled state reviews were delayed. As a result, a revised state review

CONSENT
JUNE 17-18, 2025

schedule was implemented to accommodate missed reviews. The affected institutions included:

- Boise State University
- Brigham Young University–Idaho
- College of Southern Idaho
- Idaho State University
- University of Idaho

To address the backlog, Boise State University, Brigham Young University–Idaho, Idaho State University, and University of Idaho were approved by the Chair of the Policy, Planning, and Governmental Affairs Committee to complete a *State Requirement Check*. This streamlined review focuses specifically on compliance with state requirements and is reserved for fully accredited EPPs. These institutions are accredited by a Board approved accreditor—either the Council for the Accreditation of Educator Preparation (CAEP) or the Association for Advancing Quality in Educator Preparation (AAQEP)—and are categorized as traditional preparation providers.

The College of Southern Idaho, a non-traditional provider without accreditation, was required to undergo the full *State Review Process for Educator Preparation Providers*. This process began in fall 2024, with a full review scheduled for fall 2025.

The four institutions participating in the State Requirement Check—Boise State University, Brigham Young University–Idaho, Idaho State University, and University of Idaho—began the process in fall 2024. Brigham Young University–Idaho and University of Idaho were reviewed by a review team on April 8, 2025, while Boise State University and Idaho State University were reviewed on April 9, 2025. The resulting findings and recommended review terms were submitted for consideration at the June 17–18, 2025 State Board of Education meeting.

Boise State University is fully accredited through CAEP. The next full accreditation review is scheduled for Spring/2030.

IMPACT

Approval of the review term for the educator preparation provider authorizes the educator preparation provider to continue its operations and ensures transparency regarding the timing of the next review.

ATTACHMENTS

Attachment 1 – Boise State University’s Educator Preparation Provider State Requirement Check Report

CONSENT
JUNE 17-18, 2025

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff facilitated the State Requirement Check for this Educator Preparation Provider. A review team was convened to evaluate whether all applicable state requirements were satisfactorily met. Based on the findings, Board staff recommends approval of the proposed approval term and review term for the Educator Preparation Provider.

Results from State Requirement Check:

- All applicable state requirements for the applicable instructional certificate and endorsement programs, pupil services certificate and endorsement programs, and administrator certificate and endorsement programs indicated in attachment 1 have been satisfactorily met.

Recommendation:

- Approval Term: Grant full approval for instructional certificate and endorsement programs, pupil services staff certificate and programs, and administrator certificate and endorsement programs provided by the Educator Preparation Provider as indicated in attachment 1.
- Review Term: Schedule the next full state review of the educator preparation provider in alignment with its next full accreditation review by 2030.

Educator Preparation Provider Continuous Improvement Goals:

- Reflective goals identified by the Educator Preparation Provider were incorporated into the State Requirement Check Report to ensure transparency regarding the internal continuous improvement initiatives that will be implemented as a result of this State Requirement Check.

BOARD ACTION

I move to approve the recommendation of full approval for the instructional certificate and endorsement programs, pupil services staff certificate and endorsement programs, and administrator certificate and endorsement programs provided by Boise State University's Educator Preparation Provider as indicated in attachment 1, with the next review term scheduled by 2030 in alignment with the institution's next full accreditation review.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



**Idaho State
Board of Education**

**State Requirement Check Report for the Review of Educator Preparation
Providers per Section 33-1207A, Idaho Code
Boise State University
April 9, 2025**

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EPP STATE REQUIREMENT CHECK REPORT

PURPOSE STATEMENT

This educator preparation provider state requirement check report serves a variety of stakeholders including the provider, the programs, current and prospective candidates, as well as the larger education community. The purpose of the educator preparation provider state requirement check is to ensure the overall program design meets the applicable standards, individual endorsement areas, and state requirements. This report is to make public the results of the state requirement check, including the certificate and endorsement program ratings. The ratings are “met” and “not met.” The expectation is that providers will use the information contained in this report to support their continuous improvement efforts and alignment to the expectations of the state’s legal requirements.

REVIEW TEAM MEMBERS

The facilitator of this state requirement check was Katie Shoup, Educator Effectiveness Program Manager, with the Office of the Idaho State Board of Education. The review team listed below conducted this state requirement check. The review team members were:

- | | | | |
|-------------------|--------------|----------------|------------|
| 1. David | Belka | 6. Dr. Taylor | Raney |
| 2. Melissa | Green | 7. Dr. Bethani | Studebaker |
| 3. Ehren | Haderlie | 8. Tyler | Winiecke |
| 4. Don | Hansen | 9. Dr. Emma | Wood |
| 5. Dr. Aleksandra | Hollingshead | | |

RESULTS

Certificate Requirements

The certificate requirements in [IDAPA 08.02.02](#) include clinical practice, credit hours, assessment, and institutional recommendation. In addition, the Idaho Standards for Initial Certification of Professional School Personnel are included within this section. The Idaho Standards for Certificated School Personnel set the minimum standards certificated school personnel must meet in each certification area to be eligible for certification. Educator preparation programs must be in alignment with these certifications standards to be considered for re-approval per [State Board Policy IV.D.](#)

The scoring that is used is “met” or “not met.”

Certificate	Met	Not Met
Instructional Certificate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pupil Services Certificate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Administrator Certificate	<input checked="" type="checkbox"/>	<input type="checkbox"/>

EPP STATE REQUIREMENT CHECK REPORT

Endorsement Requirements

The endorsement requirements in [State Board Policy IV.D.](#) include the credit requirements that must be met to add an endorsement established in [IDAPA 08.02.02](#). Credits used for determining eligibility in one endorsement area may also be used to meet the requirements for a corresponding endorsement area where the requirements overlap.

The scoring that is used is “met” or “not met.”

Endorsement	Met	Not Met
All Subjects (K-8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
American Government/Political Sci. (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bilingual Education (K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Biological Science (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chemistry (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Computer Science (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Earth and Space Science (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Economics (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Engineering (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
English (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
English as a Second Language (K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Geology (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Health (5-9, 6-12 or K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
History (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Literacy (K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mathematics (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mathematics – Middle Level (5-9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Music (5-9, 6-12 or K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Natural Science (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Physical Education (5-9, 6-12, or K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Physical Science (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Physics (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Science – Middle Level (5-9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Social Studies (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Social Studies – Middle Level (5-9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sociology (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Theater Arts (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Visual Arts (5-9, 6-12 or K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
World Language (5-9, 6-12 or K-12)		
	French	<input checked="" type="checkbox"/> <input type="checkbox"/>
	German	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Spanish	<input checked="" type="checkbox"/> <input type="checkbox"/>

EPP STATE REQUIREMENT CHECK REPORT

Blended Early Childhood Education/ Early Childhood Special Education (Birth – Grade 3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Early Childhood Special Education (Pre-K-3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exceptional Child Education (K-8, 6-12, or K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
School Counselor (K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
School Social Worker	<input checked="" type="checkbox"/>	<input type="checkbox"/>
School Principal (Pre-K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Superintendent (Pre-K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CONTINUOUS IMPROVEMENT GOALS

Educator Preparation Provider's Continuous Improvement Goals:

1. Develop a "core" set of courses for generalist as well as content specific secondary programs to improve consistency.
2. Review literacy instructional materials to ensure continued alignment with best practices and Idaho Comprehensive Literacy Standards.
3. Evaluate assessment competency to help determine whether candidates are reaching the level of assessment literacy and excellence expected at program completion.

End of State Requirement Check Report

CONSENT
JUNE 17-18, 2025

SUBJECT

Brigham Young University – State Requirement Check for the Review of Brigham Young University - Idaho's Educator Preparation Provider

REFERENCE

December 2002	Board initially approved Brigham Young University's Educator Preparation Provider
March 2005	Board continued approval for all programs based on the 2004 state review report.
February 2012	Board conditionally approved Chemistry and continued approved all other program areas based on the 2011 state review report
June 2019	Board conditionally approved the programs on standards 1-5 and continued approval for all other program areas based on the 2018 state review report
August 2023	Board approved the Idaho Standards for Educator Preparation Providers

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1207A, Teacher Preparation
Idaho Code § 33-114A, Adoption of Standards for the Initial Certification of Professional School Personnel [Effective until June 30, 2027]
Idaho Code § 33-1202, Eligibility for Certificate
Idaho Code § 33-1203, Accredited Teacher Training Requirements
IDAPA 08.02.02.015, Rules Governing Uniformity, Idaho Educator Credential
Idaho State Board of Education Governing Policies & Procedures, Section IV.D., Educator Preparation and Certification

BACKGROUND/DISCUSSION

During the 2022–2023 academic year, a dedicated work group was convened to develop the *Idaho Standards for Educator Preparation Providers*. The purpose of these standards is to ensure that future educators are well-prepared, effective, and capable of supporting student learning from their first day in the classroom. Serving as a quality assurance framework, these standards guide colleges, universities, and other institutions in delivering high-quality educator preparation programs. The recommended standards were submitted to the Idaho State Board of Education (Board) and were formally approved on August 23, 2023.

In parallel, a work group was established in the 2022–2023 academic year to design a new state review process for Educator Preparation Providers (EPPs), with work concluding in the 2023–2024 academic year. This updated state review process was developed using the newly adopted *Idaho Standards for Educator Preparation Providers* as its foundation.

Due to the transition period required to finalize the new state review process, several scheduled state reviews were delayed. As a result, a revised state review

CONSENT

JUNE 17-18, 2025

schedule was implemented to accommodate missed reviews. The affected institutions included:

- Boise State University
- Brigham Young University–Idaho
- College of Southern Idaho
- Idaho State University
- University of Idaho

To address the backlog, Boise State University, Brigham Young University–Idaho, Idaho State University, and University of Idaho were approved by the Chair of the Policy, Planning, and Governmental Affairs Committee to complete a *State Requirement Check*. This streamlined review focuses specifically on compliance with state requirements and is reserved for fully accredited EPPs. These institutions are accredited by a Board approved accreditor—either the Council for the Accreditation of Educator Preparation (CAEP) or the Association for Advancing Quality in Educator Preparation (AAQEP)—and are categorized as traditional preparation providers.

The College of Southern Idaho, a non-traditional provider without accreditation, was required to undergo the full *State Review Process for Educator Preparation Providers*. This process began in fall 2024, with a full review scheduled for fall 2025.

The four institutions participating in the State Requirement Check—Boise State University, Brigham Young University–Idaho, Idaho State University, and University of Idaho—began the process in fall 2024. Brigham Young University–Idaho and University of Idaho were reviewed by a review team on April 8, 2025, while Boise State University and Idaho State University were reviewed on April 9, 2025. The resulting findings and recommended review terms were submitted for consideration at the June 17–18, 2025 State Board of Education meeting.

In January of 2024, Brigham Young University – Idaho’s educator preparation provider was granted full accreditation through AAQEP. The next full accreditation review is scheduled for Fall/2030.

IMPACT

Approval of the review term for the educator preparation provider authorizes the educator preparation provider to continue its operations and ensures transparency regarding the timing of the next review.

ATTACHMENTS

Attachment 1 – Brigham Young University-Idaho’s Educator Preparation Provider State Requirement Check Report

CONSENT
JUNE 17-18, 2025

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff facilitated the State Requirement Check for this Educator Preparation Provider. A review team was convened to evaluate whether all applicable state requirements were satisfactorily met. Based on the findings, Board staff recommends approval of the proposed approval term and review term for the Educator Preparation Provider.

Results from State Requirement Check:

- All applicable state requirements for the applicable instructional certificate and endorsement programs indicated in the attachment 1 have been satisfactorily met.

Recommendation:

- Approval Term: Grant full approval for the instructional certificate and endorsement programs provided by the Educator Preparation Provider as indicated in attachment 1.
- Review Term: Schedule the next full state review of the educator preparation provider in alignment with its next full accreditation review by 2029.

Educator Preparation Provider Continuous Improvement Goals:

- Reflective goals identified by the Educator Preparation Provider were incorporated into the State Requirement Check Report to ensure transparency regarding the internal continuous improvement initiatives that will be implemented as a result of this State Requirement Check.

BOARD ACTION

I move to approve the recommendation of full approval of the instructional certificate and endorsement programs provided by Brigham Young University–Idaho’s Educator Preparation Provider as indicated in the attachment 1, with the next review term scheduled by 2032.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



**Idaho State
Board of Education**

**State Requirement Check Report for the Review of Educator Preparation
Providers per Section 33-1207A, Idaho Code
Brigham Young University - Idaho
April 8, 2025**

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EPP STATE REQUIREMENT CHECK REPORT

PURPOSE STATEMENT

This educator preparation provider state requirement check report serves a variety of stakeholders including the provider, the programs, current and prospective candidates, as well as the larger education community. The purpose of the educator preparation provider state requirement check is to ensure the overall program design meets the applicable standards, individual endorsement areas, and state requirements. This report is to make public the results of the state requirement check, including the certificate and endorsement program ratings. The ratings are “met” and “not met.” The expectation is that providers will use the information contained in this report to support their continuous improvement efforts and alignment to the expectations of the state’s legal requirements.

REVIEW TEAM MEMBERS

The facilitator of this state requirement check was Katie Shoup, Educator Effectiveness Program Manager, with the Office of the Idaho State Board of Education. The team listed below conducted this state requirement check. The review team members were:

1. Dr. Sherry Dismuke
2. Cindy Johnstone
3. Katie Mathias
4. Jackie Miller
5. Dr. Taylor Raney
6. Dr. Bethani Studebaker
7. Dr. Emma Wood

RESULTS

Certificate Requirements

The certificate requirements in [IDAPA 08.02.02](#) include clinical practice, credit hours, assessment, and institutional recommendation. In addition, the Idaho Standards for Initial Certification of Professional School Personnel are included within this section. The Idaho Standards for Certificated School Personnel set the minimum standards certificated school personnel must meet in each certification area to be eligible for certification. Educator preparation programs must be in alignment with these certifications standards to be considered for re-approval per [State Board Policy IV.D.](#)

The scoring that is used is “met” or “not met.”

Certificate	Met	Not Met
Instructional Certificate	<input checked="" type="checkbox"/>	<input type="checkbox"/>

EPP STATE REQUIREMENT CHECK REPORT

Endorsement Requirements

The endorsement requirements in [State Board Policy IV.D.](#) include the credit requirements that must be met to add an endorsement established in [IDAPA 08.02.02](#). Credits used for determining eligibility in one endorsement area may also be used to meet the requirements for a corresponding endorsement area where the requirements overlap.

The scoring that is used is “met” or “not met.”

Endorsement	Met	Not Met
All Subjects (K-8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
American Government/Political Sci. (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Biological Science (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chemistry (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Earth and Space Science (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
English (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
English as a Second Language (K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Geography (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
History (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Literacy (K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mathematics (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mathematics – Middle Level (5-9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Music (6-12, K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Natural Science (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Physical Science (5-9, 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Physics (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Science (5-9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Social Studies (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Theater Arts (5-9, 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Visual Arts (5-9, 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
World Language (K-12)		
Spanish	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Blended Early Childhood Education/ Early Childhood Special Education (Birth – Grade 3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Blended Elementary Education/ Elementary Special Education (Grade 4-Grade 6)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exceptional Child Education (K-8, K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

EPP STATE REQUIREMENT CHECK REPORT

CONTINUOUS IMPROVEMENT GOALS

Educator Preparation Provider's Continuous Improvement Goals:

1. To better incorporate Standard 11 from the Idaho Core Teaching Standards within our teacher preparation programs. Specifically, we will identify places in our education core in which we can apply teacher education principles to the teaching of American Indian tribes in Idaho.
2. To better align the practicum experiences teacher candidates have at Brigham Young University - Idaho. Specially, we want to establish certain broad guidelines for all practicums. This will ensure that certain essential outcomes are being met in all teacher preparation programs.

End of State Requirement Check Report

CONSENT
JUNE 17-18, 2025

SUBJECT

State Requirement Check for the Review of Idaho State University's Educator Preparation Provider

REFERENCE

March 2002	Board granted continued approval for all programs as indicated in the 2002 state review report
April 2009	Board granted conditional approval for Drama, Economics, Foreign Language, Geography, Idaho American Studies with English Emphasis, and Visual Arts along with continued approval for all other programs as indicated in the 2008 state review report
June 2016	Board granted conditional approval for all programs as indicated in the state review report
August 2023	Board approved the Idaho Standards for Educator Preparation Providers

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1207A, Teacher Preparation
Idaho Code § 33-114A, Adoption of Standards for the Initial Certification of Professional School Personnel [Effective until June 30, 2027]
Idaho Code § 33-1202, Eligibility for Certificate
Idaho Code § 33-1203, Accredited Teacher Training Requirements
IDAPA 08.02.02.015, Rules Governing Uniformity, Idaho Educator Credential
Idaho State Board of Education Governing Policies & Procedures, Section IV.D., Educator Preparation and Certification

BACKGROUND/DISCUSSION

During the 2022–2023 academic year, a dedicated work group was convened to develop the *Idaho Standards for Educator Preparation Providers*. The purpose of these standards is to ensure that future educators are well-prepared, effective, and capable of supporting student learning from their first day in the classroom. Serving as a quality assurance framework, these standards guide colleges, universities, and other institutions in delivering high-quality educator preparation programs. The recommended standards were submitted to the Idaho State Board of Education (Board) and were formally approved on August 23, 2023.

In parallel, a work group was established in the 2022–2023 academic year to design a new state review process for Educator Preparation Providers (EPPs), with work concluding in the 2023–2024 academic year. This updated state review process was developed using the newly adopted *Idaho Standards for Educator Preparation Providers* as its foundation.

Due to the transition period required to finalize the new state review process, several scheduled state reviews were delayed. As a result, a revised state review

CONSENT
JUNE 17-18, 2025

schedule was implemented to accommodate missed reviews. The affected institutions included:

- Boise State University
- Brigham Young University–Idaho
- College of Southern Idaho
- Idaho State University
- University of Idaho

To address the backlog, Boise State University, Brigham Young University–Idaho, Idaho State University, and University of Idaho were approved by the Chair of the Policy, Planning, and Governmental Affairs Committee to complete a *State Requirement Check*. This streamlined review focuses specifically on compliance with state requirements and is reserved for fully accredited EPPs. These institutions are accredited by a Board approved accreditor—either the Council for the Accreditation of Educator Preparation (CAEP) or the Association for Advancing Quality in Educator Preparation (AAQEP)—and are categorized as traditional preparation providers.

The College of Southern Idaho, a non-traditional provider without accreditation, was required to undergo the full *State Review Process for Educator Preparation Providers*. This process began in fall 2024, with a full review scheduled for fall 2025.

The four institutions participating in the State Requirement Check—Boise State University, Brigham Young University–Idaho, Idaho State University, and University of Idaho—began the process in fall 2024. Brigham Young University–Idaho and University of Idaho were reviewed by a review team on April 8, 2025, while Boise State University and Idaho State University were reviewed on April 9, 2025. The resulting findings and recommended review terms were submitted for consideration at the June 17–18, 2025 State Board of Education meeting.

Idaho State University is fully accredited through CAEP. The next CAEP full accreditation review is scheduled for Fall/2029.

IMPACT

Approval of the review term for the educator preparation provider authorizes the educator preparation provider to continue its operations and ensures transparency regarding the timing of the next state review.

ATTACHMENTS

Attachment 1 – Idaho State University’s Educator Preparation Provider State Requirement Check Report

CONSENT
JUNE 17-18, 2025

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff facilitated the State Requirement Check for this Educator Preparation Provider. A review team was convened to evaluate whether all applicable state requirements were satisfactorily met. Based on the findings, Board staff recommends approval of the proposed approval term and review term for the Educator Preparation Provider.

Results from State Requirement Check:

- All applicable state requirements for applicable instructional certificate and endorsement programs indicated in attachment 1 have been satisfactorily met.
- All applicable state requirements for applicable administrator certificate and endorsement programs indicated in attachment 1 have been satisfactorily met.
- All applicable state requirements for the Audiology, Occupational Therapist program, School Psychologist program, School Social Worker program, and Speech-Language Pathologist certificate and endorsement programs indicated in attachment 1 have been satisfactorily met. All applicable state requirements for the Physical Therapist, School Counselor, and School Nurse certificate and programs indicated in attachment 1 have been conditionally met.

Recommendation:

- Approval Term: Grant continued approval for the instructional certificate and endorsement programs, the administrator certificate and endorsement programs, Audiology program, Occupational Therapist program, School Psychologist program, School Social Worker program, and Speech-Language Pathologist program along with conditional approval Physical Therapist program, School Counselor program, and School Nurse program provided by the Educator Preparation Provider as indicated in attachment 1.
- Review Term: Schedule a mid-cycle check to ensure the indicated gaps within the Physical Therapist program, School Counselor program, and School Nurse program were addressed and schedule the next full state review of the educator preparation provider in alignment with its next full accreditation review by 2029.

Educator Preparation Provider's Action Items:

The Educator Preparation Provider is directed to address the gaps identified in the "Gaps" section of the report, indicated in attachment 1, promptly and will have a mid-cycle state check to ensure that the gaps have been sufficiently addressed.

- A mid-cycle state check will take place to check that the state specific standards in the Idaho Core Teaching Standards per Section 33-114A, Idaho Code have been fully implemented into the Physical Therapist program, School Counselor program, and School Nurse program

CONSENT
JUNE 17-18, 2025

Educator Preparation Provider Continuous Improvement Goals:

- Reflective goals identified by the Educator Preparation Provider were incorporated into the State Requirement Check Report to ensure transparency regarding the internal continuous improvement initiatives that will be implemented as a result of this State Requirement Check.

BOARD ACTION

I move to approve the recommendation of full approval for the instructional certificate and endorsement programs, the administrator certificate and endorsement programs, Audiology certificate and endorsement program, Occupational Therapist certificate and endorsement program, School Psychologist certificate and endorsement program, School Social Worker certificate and endorsement program, and Speech-Language Pathologist certificate and endorsement program along with conditional approval Physical Therapist certificate and endorsement program, School Counselor certificate and endorsement program, and School Nurse certificate and endorsement program provided by Idaho State University's Educator Preparation Provider as indicated in attachment 1 with a mid-cycle check to ensure that the gaps have been sufficiently addressed and schedule the next review term by 2029 in alignment with the institution's next full accreditation review.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



**State Requirement Check Report for the Review of Educator Preparation
Providers per Section 33-1207A, Idaho Code
Idaho State University
April 9, 2025**

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PURPOSE STATEMENT

This educator preparation provider state requirement check report serves a variety of stakeholders including the provider, the programs, current and prospective candidates, as well as the larger education community. The purpose of the educator preparation provider state requirement check is to ensure the overall program design meets the applicable standards, individual endorsement areas, and state requirements. This report is to make public the results of the state requirement check, including the certificate and endorsement program ratings. The ratings are “met” and “not met.” The expectation is that providers will use the information contained in this report to support their continuous improvement efforts and alignment to the expectations of the state’s legal requirements.

REVIEW TEAM MEMBERS

The facilitator of this state requirement check was Katie Shoup, Educator Effectiveness Program Manager, with the Office of the Idaho State Board of Education. The review team listed below conducted this state requirement check. The review team members were:

1. David	Belka	7. Cindy	Johnstone
2. Dr. Sherry	Dismuke	8. Katie	Mathias
3. Melissa	Green	9. Jackie	Miller
4. Ehren	Haderlie	10. Dr. Taylor	Raney
5. Don	Hansen	11. Dr. Bethani	Studebaker
6. Dr. Aleksandra	Hollingshead	12. Tyler	Winiecke

FEEDBACK

Gaps provided by the review team members will be reevaluated at the educator preparation provider’s mid-cycle state check.

Identified Gaps

- Pupil Service Staff Endorsements:
 - School Counselor Endorsement
 - No evidence of Alignment to Standard 2-Code of Ethics for Idaho Professional Educators.
 - School Nurse Endorsement
 - No evidence of Alignment to Standard 1-American Indian Tribes in Idaho, Standard 2-Code of Ethics for Idaho Professional Educators, and Standard 3-Digital Technology and Online Learning.
 - The educator preparation provider noted that alignment is in process.
 - Physical Therapist Endorsement
 - No evidence of Alignment to Standard 1-American Indian Tribes in Idaho, Standard 2-Code of Ethics for Idaho Professional Educators, and Standard 3-Digital Technology and Online Learning.
 - The educator preparation provider noted that alignment is in process.

RESULTS

Certificate Requirements

The certificate requirements in [IDAPA 08.02.02](#) include clinical practice, credit hours, assessment, and institutional recommendation. In addition, the Idaho Standards for Initial Certification of Professional School Personnel are included within this section. The Idaho Standards for Certificated School Personnel set the minimum standards certificated school personnel must meet in each certification area to be eligible for certification. Educator preparation programs must be in alignment with these certifications standards to be considered for re-approval per [State Board Policy IV.D.](#)

The scoring that is used is “Met,” “Conditionally Met,” or “Not Met.”

Certificate	Met	Conditional Met	Not Met
Instructional	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pupil Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Administrator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Actions for the Educator Preparation Provider:

The Educator Preparation Provider is directed to address the gaps identified in the “Gaps” section of this report promptly and will have a mid-cycle state check to ensure that the gaps have been sufficiently addressed.

- A mid-cycle state check will take place to check that the state specific standards in the Idaho Core Teaching Standards per [Section 33-114A, Idaho Code](#) have been fully implemented into the School Counselor Endorsement, School Nurse Endorsement, and the Physical Therapist Endorsement.

Endorsement Requirements

The endorsement requirements in [State Board Policy IV.D.](#) include the credit requirements that must be met to add an endorsement established in [IDAPA 08.02.02](#). Credits used for determining eligibility in one endorsement area may also be used to meet the requirements for a corresponding endorsement area where the requirements overlap.

The scoring that is used is “Met,” “Conditionally Met,” or “Not Met.”

Endorsement	Met	Conditional Approval	Not Met
All Subjects (K-8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
American Government/Political Sci. (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Biological Science (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chemistry (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Computer Science (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Early Literacy (K-3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
English (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
English as a Second Language (K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CONSENT
JUNE 17-18 , 2025 **ATTACHMENT 1**
EPP STATE REQUIREMENT CHECK REPORT

Geology (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Health (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
History (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Journalism (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mathematics (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mathematics – Middle Level (5-9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Music (K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Natural Science (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Online-Teacher (K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Physical Education (K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Physical Science (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Physics (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Science – Middle Level (5-9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Social Studies (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Social Studies – Middle Level (5-9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Theater Arts (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Visual Arts (K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
World Language (6-12)			
	French	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	German	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Spanish	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Blended Early Childhood Ed./Early Childhood SPED (Birth–Gr.3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deaf/Hard of Hearing (K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exceptional Child Education (K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Audiology	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Occupational Therapist	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Physical Therapist	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
School Counselor (K-12)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
School Nurse	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
School Psychologist	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
School Social Worker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Speech-Language Pathologist	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Director of Special Education (Pre-K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
School Principal (Pre-K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Superintendent (Pre-K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CONTINUOUS IMPROVEMENT GOALS

Educator Preparation Provider's Continuous Improvement Goals:

1. Communicate annually with related service providers to discuss current State Board of Education-related information.
2. Work with special education faculty to better align course outcomes with state standards.

End of State Requirement Check Report

CONSENT
JUNE 17-18, 2025

SUBJECT

State Requirement Check for the Review of University of Idaho's Educator Preparation Provider

REFERENCE

June 1999	Board continued approval for the educator preparation provider pending the stated gaps were addressed at an interim review
November 1999	The educator preparation provider showed evidence that the stated gaps were being sufficiently addressed
October 2004	Board continued approval of all programs indicated in the 2004 state review report
February 2014	Board granted conditional approval for gifted/talented and Library Media Specialist along with continued approval for all other programs based on the 2013 state review report
August 2021	Board continued approval of all programs based on the 2020 state review report
August 2023	Board approved the Idaho Standards for Educator Preparation Providers

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1207A, Teacher Preparation
Idaho Code § 33-114A, Adoption of Standards for the Initial Certification of Professional School Personnel [Effective until June 30, 2027]
Idaho Code § 33-1202, Eligibility for Certificate
Idaho Code § 33-1203, Accredited Teacher Training Requirements
IDAPA 08.02.02.015, Rules Governing Uniformity, Idaho Educator Credential
Idaho State Board of Education Governing Policies & Procedures, Section IV.D., Educator Preparation and Certification

BACKGROUND/DISCUSSION

During the 2022–2023 academic year, a dedicated work group was convened to develop the *Idaho Standards for Educator Preparation Providers*. The purpose of these standards is to ensure that future educators are well-prepared, effective, and capable of supporting student learning from their first day in the classroom. Serving as a quality assurance framework, these standards guide colleges, universities, and other institutions in delivering high-quality educator preparation programs. The recommended standards were submitted to the Idaho State Board of Education (Board) and were formally approved on August 23, 2023.

In parallel, a work group was established in the 2022–2023 academic year to design a new state review process for Educator Preparation Providers (EPPs), with work concluding in the 2023–2024 academic year. This updated state review process was developed using the newly adopted *Idaho Standards for Educator Preparation Providers* as its foundation.

CONSENT
JUNE 17-18, 2025

Due to the transition period required to finalize the new state review process, several scheduled state reviews were delayed. As a result, a revised state review schedule was implemented to accommodate missed reviews. The affected institutions included:

- Boise State University
- Brigham Young University–Idaho
- College of Southern Idaho
- Idaho State University
- University of Idaho

To address the backlog, Boise State University, Brigham Young University–Idaho, Idaho State University, and University of Idaho were approved by the Chair of the Policy, Planning, and Governmental Affairs Committee to complete a *State Requirement Check*. This streamlined review focuses specifically on compliance with state requirements and is reserved for fully accredited EPPs. These institutions are accredited by a Board approved accreditor—either the Council for the Accreditation of Educator Preparation (CAEP) or the Association for Advancing Quality in Educator Preparation (AAQEP)—and are categorized as traditional preparation providers.

The College of Southern Idaho, a non-traditional provider without accreditation, was required to undergo the full *State Review Process for Educator Preparation Providers*. This process began in fall 2024, with a full review scheduled for fall 2025.

The four institutions participating in the State Requirement Check—Boise State University, Brigham Young University–Idaho, Idaho State University, and University of Idaho—began the process in fall 2024. Brigham Young University–Idaho and University of Idaho were reviewed by a review team on April 8, 2025, while Boise State University and Idaho State University were reviewed on April 9, 2025. The resulting findings and recommended review terms were submitted for consideration at the June 17–18, 2025 State Board of Education meeting.

The University of Idaho is fully accredited through CAEP. The University of Idaho’s educator preparation provider has had full CAEP accreditation reviews in Fall/1998, Spring/2004, Fall/2006, Spring/2013, and Fall/2020. A full accreditation review is currently in process with a completion date of Spring/2026. The following full accreditation review will be in Spring/2033.

IMPACT

Approval of the approval and review term for the educator preparation provider authorizes the educator preparation provider to continue its operations and ensures transparency regarding the timing of the next review.

CONSENT
JUNE 17-18, 2025

ATTACHMENTS

Attachment 1 – University of Idaho’s Educator Preparation Provider State Requirement Check Report

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff facilitated the State Requirement Check for this Educator Preparation Provider. A review team was convened to evaluate whether all applicable state requirements were satisfactorily met. Based on the findings, Board staff recommends approval of the proposed approval term and review term for the Educator Preparation Provider.

Results from State Requirement Check:

- All applicable state requirements for applicable administrator certificate and endorsement programs indicated in attachment 1 have been satisfactorily met.
- All applicable state requirements for applicable instructional endorsement programs indicated in attachment 1 have been satisfactorily met. All applicable state requirements for applicable instructional certificate requirements have been conditionally met.

Recommendation:

- Approval Term: Grant conditional approval for the instructional staff certificate and endorsement programs and continued approval for the administrator endorsement programs provided by the Educator Preparation Provider as outlined in attachment 1.
- Review Term: Schedule a mid-cycle check to ensure the indicated gaps were addressed and schedule the next full state review of the educator preparation provider in alignment with its next full accreditation review by 2032.

Educator Preparation Provider’s Action Items:

The Educator Preparation Provider is directed to address the gaps identified in the “Gaps” section of this report promptly and will have a mid-cycle state check to ensure that the gaps have been sufficiently addressed.

- A mid-cycle state check will take place to check that the Comprehensive Literacy Standards per Section 33-114A, Idaho Code are clearly evidenced across all instructional endorsement programs.
- It is recommended to use the Idaho Comprehensive Literacy Assessments created by Idaho Higher Education Literacy Partnership (IHELP).

Educator Preparation Provider Continuous Improvement Goals:

- Reflective goals identified by the Educator Preparation Provider were incorporated into the State Requirement Check Report to ensure transparency regarding the internal continuous improvement initiatives that will be implemented as a result of this State Requirement Check.

CONSENT
JUNE 17-18, 2025

BOARD ACTION

I move to approve the recommendation of full approval of the administrator certificate and endorsement programs along with conditional approval for the instructional certificate and endorsement programs provided by the University of Idaho's Educator Preparation Provider as indicated in attachment 1 with a mid-cycle check to ensure that the gaps have been sufficiently addressed and schedule the next review term scheduled by 2033 in alignment with the institution's next full accreditation review.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



**Idaho State
Board of Education**

**State Requirement Check Report for the Review of Educator Preparation
Providers per Section 33-1207A, Idaho Code
University of Idaho
April 8, 2025**

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EPP STATE REQUIREMENT CHECK REPORT

PURPOSE STATEMENT

This educator preparation provider state requirement check report serves a variety of stakeholders including the provider, the programs, current and prospective candidates, as well as the larger education community. The purpose of the educator preparation provider state requirement check is to ensure the overall program design meets the applicable standards, individual endorsement areas, and state requirements. This report is to make public the results of the state requirement check, including the certificate and endorsement program ratings. The ratings are “met” and “not met.” The expectation is that providers will use the information contained in this report to support their continuous improvement efforts and alignment to the expectations of the state’s legal requirements.

REVIEW TEAM MEMBERS

The facilitator of this state requirement check was Katie Shoup, Educator Effectiveness Program Manager, with the Office of the Idaho State Board of Education. The review team listed below conducted this state requirement check. The review team members were:

- | | | | |
|---------------|----------|--------------|-----------|
| 1. David | Belka | 6. Cindy | Johnstone |
| 2. Dr. Sherry | Dismuke | 7. Katie | Mathias |
| 3. Melissa | Green | 8. Jackie | Miller |
| 4. Ehren | Haderlie | 9. Tyler | Winiecke |
| 5. Don | Hansen | 10. Dr. Emma | Wood |

FEEDBACK

Gaps provided by the review team members will be reevaluated at the educator preparation provider’s mid-cycle state check.

Identified Gaps

Instructional Endorsements: While some evidence was provided for the Idaho Comprehensive Literacy Standards and assessments, additional evidence is needed to demonstrate alignment with the Idaho Comprehensive Literacy Standards across all instructional endorsement programs.

RESULTS

Certificate Requirements

The certificate requirements in [IDAPA 08.02.02](#) include clinical practice, credit hours, assessment, and institutional recommendation. In addition, the Idaho Standards for Initial Certification of Professional School Personnel are included within this section. The Idaho Standards for Certificated School Personnel set the minimum standards certificated school personnel must meet in each certification area to be eligible for certification. Educator preparation programs must be in alignment with these certifications standards to be considered for re-approval per [State Board Policy IV.D.](#)

The scoring that is used is “Met,” “Conditionally Met,” or “Not Met.”

Certificate	Met	Conditional Met	Not Met
Instructional	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Administrator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EPP STATE REQUIREMENT CHECK REPORT

Actions for the Educator Preparation Provider:

The Educator Preparation Provider is directed to address the gaps identified in the “Gaps” section of this report promptly and will have a mid-cycle state check to ensure that the gaps have been sufficiently addressed.

- A mid-cycle state check will take place to check that the Comprehensive Literacy Standards per [Section 33-114A, Idaho Code](#) are clearly evidenced across all instructional endorsement programs.
- It is recommended to use the Idaho Comprehensive Literacy Assessments created by Idaho Higher Education Literacy Partnership (IHELP).

Endorsement Requirements

The endorsement requirements in [State Board Policy IV.D.](#) include the credit requirements that must be met to add an endorsement established in [IDAPA 08.02.02](#). Credits used for determining eligibility in one endorsement area may also be used to meet the requirements for a corresponding endorsement area where the requirements overlap.

The scoring that is used is “met” or “not met.”

Endorsement	Met	Not Met
All Subjects (K-8)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
American Government/Political Sci. (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Biological Science (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chemistry (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Computer Science (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Earth and Space Science (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Economics (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
English (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
English as a Second Language (K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Geography (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Health (5-9, 6-12 or K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
History (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Literacy (K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mathematics (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mathematics – Middle Level (5-9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Music (5-9, 6-12 or K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Natural Science (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Physical Education (5-9, 6-12, or K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Physical Science (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Physics (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Social Studies (6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Social Studies – Middle Level (5-9)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

EPP STATE REQUIREMENT CHECK REPORT

Sociology (5-9, 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sociology/Anthropology (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Teacher-Librarian (K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Theater Arts (5-9 or 6-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Visual Arts (5-9, 6-12 or K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
World Language (5-9, 6-12)		
French	<input checked="" type="checkbox"/>	<input type="checkbox"/>
German	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Spanish	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Blended Early Childhood Education/ Early Childhood Special Education (Birth – Grade 3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Blended Elementary Education/ Elementary Special Education (Grade 4-Grade 6)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Early Childhood Special Education (Pre-K-3)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exceptional Child Education (K-8, 6-12, or K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Director of Special Education (Pre-K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
School Principal (Pre-K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Superintendent (Pre-K-12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

CONTINUOUS IMPROVEMENT GOALS

Educator Preparation Provider's Continuous Improvement Goals:

1. Discipline-specific methods courses – It became obvious during preparation for the review process that the way the UI catalog requires teacher candidates to complete a discipline-specific teaching methods course is unclear and could lead to confusion on the part of our students. We recognized this during the self-study portion of the review process and put a curriculum change forward to address it in upcoming catalogs. This was further solidified as the review team shared similar input.
2. Comprehensive Literacy – While the UI process for addressing the Idaho Comprehensive Literacy Standards is/was robust, the review process illuminated an opportunity to employ the assessment tool common across all other Idaho educator preparation programs. Going forward, UI will be utilizing the Idaho Comprehensive Literacy Assessment just as the rest of our fellow Idaho institutions already do.
3. Enhancing Curriculum Relevance: To strengthen the relevance and responsiveness of our educational leadership preparation programs to the unique needs of Idaho's K–12 schools, the Advanced Programs faculty will convene an expert panel of Idaho-based practitioners, district leaders, and other educational stakeholders. This panel will systematically review and evaluate current course assignments to ensure they align with the evolving educational landscape across Idaho. Insights from this Idaho-focused panel will guide targeted curriculum revisions that reflect the realities of educational leadership across the state.

End of State Requirement Check Report

CONSENT
JUNE 17-18, 2025

UNIVERSITY OF IDAHO

SUBJECT

Policy Update: FSH 1520 Constitution of the University Faculty

REFERENCE

None

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.S.2

BACKGROUND/DISCUSSION

V.2.B., V.3., V.4.: Sets forth past chair terms of office and clarifies expected continued service of vice chair.

V.7., V.8.: Provides procedure for selection of alternate senators in case of absence or recall.

IMPACT

These changes will enhance continuity of faculty governance by providing for the continued service of the chair in the role of past chair and the expected continued service of the vice chair in the role of chair. It also provides needed procedure for selection of alternate senators in case of absence or recall.

ATTACHMENTS

Attachment 1 – FSH 1520 redline

Attachment 2 – FSH 1520 clean

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of Constitution changes.

BOARD ACTION

I move to approve the request by the University of Idaho to approve the proposed revision to FSH 1520 Constitution of the University Faculty.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

UI FACULTY-STAFF HANDBOOK

CHAPTER ONE:

HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

1520
CONSTITUTION OF THE UNIVERSITY FACULTY

LAST REVISION: September 2022

CONTENTS:

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Article I. General Provisions

Article II. Faculty Classifications

Article III. Faculty Meetings

Article IV. Responsibilities of the University Faculty

Article V. Faculty Senate

Article VI. Rules of Order

Article VII. Amendments

PREAMBLE. The faculty of the University of Idaho, designated “university faculty,” as defined in article II, section 1, in acknowledgement of the responsibilities entrusted to it for the immediate government of the university by article IX, section 10, of the constitution of the state of Idaho, has adopted and declared this constitution to be the basic document under which to discharge its responsibilities.

ARTICLE I--GENERAL PROVISIONS.

Section 1. Regents. The regents are vested by article IX, section 10, of the constitution of the state of Idaho with all powers necessary or convenient to govern the university in all its aspects. The regents are the authority for actions of the university faculty, and policy actions taken by the university faculty are subject to review and approval by the president and by the regents.

Section 2. President. The president of the university is both a member of and the president of the university faculty and is also the president of the other faculties referred to in section 4, below, and in article II. The president is the representative of the regents, the institution’s chief executive officer, and the official leader and voice of the university.

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Section 3. Faculty Senate. This senate is empowered to act for the university faculty in all matters pertaining to the immediate government of the university. The senate is responsible to and reports to the university faculty and, through the president, to the regents. The university faculty, president, and regents retain the authority to review policy actions taken by the senate.

Section 4. Constituent Faculties. The university faculty is composed of various constituent faculties, including the faculties of the several colleges and other units of the university. Faculty are entitled to speak or write freely on matters pertaining to university governance, programs and policies (see Article IV below and FSH 3160).

Clause A. College Faculties. The constituent faculty of each college or similar unit, meeting regularly and in accordance with bylaws adopted by a majority vote of the members of such faculty, is authorized to establish and to effect its own educational objectives, including matters of student admission and curriculum, and to participate in the selection of its own dean, other executive officers, and faculty members, subject only to the general rules and regulations of the university faculty and the authority of the president and the regents.

Clause B. Faculties of Subdivisions. If there are schools, intracollege divisions, departments, or separate disciplines within a college or similar unit, the constituent faculty of each such subdivision participates in decisions concerning its educational objectives, including matters of student admission and curriculum, the selection of its executive officers, and its faculty appointments, subject only to the general rules and regulations of the college faculty and the university faculty and the authority of the president and the regents.

Clause C. Interim Government. The Faculty Senate will provide for the establishment of bylaws for any college or similar unit that has not adopted its own bylaws.

Clause D. Matters of Mutual Concern. The Faculty Senate has the responsibility for resolving academic matters that concern more than one college or similar unit.

ARTICLE II--FACULTY CLASSIFICATIONS.

Section 1. University Faculty. The university faculty comprises the president, provost, and all faculty in the following ranks, including those serving in administrative positions: professors; associate professors; assistant professors; senior instructors; instructors (including those professors, associate professors, assistant professors, senior instructors, and instructors whose titles have distinguished, research, extension, or clinical designations, (e.g., “assistant research professor” and “assistant clinical professor”)); visiting faculty on full-time appointment who have completed at least two consecutive semesters; and lecturers currently on at least half-time appointment who have completed two semesters, whether consecutive or not, on half-time appointment within the preceding three years. See FSH 1565 for definitions of faculty ranks. Those who qualify under this section have the privilege of participation with vote in meetings of the university faculty and the appropriate constituent faculties.

Section 2. Emeriti. Faculty members emeriti have the privilege of participation without vote in meetings of the university faculty and the appropriate constituent and associated faculties. Also, they may be appointed to serve with vote on UI committees. [See also 1565 E.]

Section 3. Associated Faculties.

Clause A. The adjunct faculty [see 1565 F-1] and the affiliate faculty [see 1565 F-2] are associated faculties. Other associated faculties may be established as needed with the approval of the university faculty, president, and regents.

Clause B. Members of the adjunct faculty have the privilege of participation without vote in meetings of the university faculty. Members of the affiliate faculty may participate with vote in meetings of the university faculty if they have status as university faculty in their home unit. Both adjunct and affiliate faculty members have the privilege of participating in meetings of their respective constituencies of the university faculty, and may participate with vote if the bylaws of their constituent faculty so provide; however, if authorized to vote, they are not counted among the full-time-equivalent faculty members when determining the basis for the

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constituent faculty's representation on the Faculty Senate.

Section 4. General Faculty. "General faculty" is a collective description for the combined faculties referred to in sections 1, 2, and 3, above.

ARTICLE III--FACULTY MEETINGS. Meetings of the university faculty may be called at any time, with due notice, by the president. Procedure for meetings of the university faculty is governed by FSH 1540 Standing Rules of the University Faculty.

ARTICLE IV--RESPONSIBILITIES OF THE UNIVERSITY FACULTY. Subject to the authority of the president and the general supervision and ultimate authority of the regents, the university faculty accepts its responsibilities for the immediate government of the university, including, but not restricted to:

Section 1. Standards for Admission. The university faculty establishes minimum standards for admission to the university. Supplementary standards for admission to individual colleges or other units of the university that are recommended by the appropriate constituent faculties are subject to approval by the university faculty.

Section 2. Academic Standards. The university faculty establishes minimum academic standards to be maintained by all students in the university. Supplementary academic standards to be maintained by students in individual colleges or other units of the university that are recommended by the appropriate constituent faculties are subject to approval by the university faculty. [See I-4-D.]

Section 3. Courses, Curricula, Graduation Requirements, and Degrees. Courses of instruction, curricula, and degrees to be offered in, and the requirements for graduation from, the individual colleges or other units of the university, as recommended by the appropriate constituent faculties, are subject to approval by the university faculty. [See I-4-D.]

Section 4. Scholarships, Honors, Awards, and Financial Aid. The university faculty recommends general principles in accordance with which privileges such as scholarships, honors, awards, and financial aid are accepted and allocated. The university faculty may review the standards recommended by the individual constituent faculties for the acceptance and allocation of such privileges at the college or departmental levels.

Section 5. Conduct of Students. The faculty's responsibility for approving student disciplinary regulations and the rights guaranteed to students during disciplinary hearings and proceedings are as provided in the "Statement of Student Rights," the "Student Code of Conduct," and the "University Disciplinary Process for Alleged Violations of Student Code of Conduct." [See 2200, 2300, and 2400.]

Section 6. Student Participation. The university faculty provides an opportunity for students of the university to be heard in all matters pertaining to their welfare as students. To this end, the students are entrusted with their own student government organization and are represented on the Faculty Senate. If students so desire, they are represented on faculty committees that deal with matters affecting them.

Section 7. Selection of Officers. The university faculty assists the regents in the selection of the president and assists the president in the selection of the provost, vice presidents and other administrative officers of the university.

Section 8. Governance of Colleges and Subdivisions. The university faculty promulgates general standards to guarantee the right of faculty members to participate in the meetings of the appropriate constituent faculties and in the governance of their colleges, schools, intracollege divisions, departments, and other units of the university. [See 1540 A.]

Section 9. Faculty Welfare. The university faculty recommends general policies and procedures concerning the welfare of faculty members, including, but not limited to, appointment, reappointment, nonreappointment, academic freedom, tenure, working conditions, promotions, salaries, leaves, fringe benefits, periodic evaluations, performance reviews, reassignment, layoff, and dismissal or termination.

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Section 10. The Budget. Members of the university faculty participate in budgetary deliberations, and it is expected that the president will seek faculty advice and counsel on budgetary priorities that could significantly affect existing units of the university. [See 1640.20, University Budget and Finance Committee.]

Section 11. Committee Structure. The university faculty, through the medium of its Faculty Senate, establishes and maintains all university-wide and interdivisional standing and special committees, subcommittees, councils, boards, and similar bodies necessary to the immediate government of the university and provides for the appointment or election of members of such bodies. This section does not apply to *ad hoc* advisory committees appointed by the president or committees made up primarily of administrators. [See 1620 and 1640]

Section 12. Organization of the University. The university faculty advises and assists the president and the regents in establishing, reorganizing, or discontinuing major academic and administrative units of the university, such as colleges, schools, intracollege divisions, departments, and similar functional organizations.

Section 13. Bylaws of the Faculty Senate. The bylaws under which the Faculty Senate discharges its responsibilities as the representative body of the university faculty are subject to review and approval by the university faculty. [See 1580.]

ARTICLE V--FACULTY SENATE.

Section 1. Function. The Faculty Senate functions as provided in this constitution and in accordance with its bylaws as approved by the university faculty. [See I-3 and 1580.]

Section 2. Structure. The senate is constituted as follows:

Clause A. Elected Members.

(1) College Faculties. The faculty of each college, except the College of Graduate Studies, elects one senator for each 50, or major fraction thereof, full-time-equivalent faculty members in the college, provided, however, that each college faculty elects at least one senator. If, because of a reduction in the membership of a college faculty, there is to be a corresponding reduction in the college's representation in the senate, the reduction does not take place until the expiration of the term of office of an elected senator from the college.

(2) University Centers. The resident faculty of the university centers in Boise, Coeur d'Alene and Idaho Falls each elects one senator from among its number. Senators elected to represent a center have a unique role on senate, which is to provide a voice and vote from the perspective of their centers. That perspective is not intended to be college or discipline specific.

(3) Faculty-at-Large. Members of the university faculty who are not affiliated with a college faculty constitute the faculty-at-large, and this constituent faculty, in accordance with procedures adopted by the faculty-at-large, elects senators to serve with vote in the senate on the same basis as provided above for college faculties.¹

¹ The constitution of the university faculty originally provided that faculty status could be conferred by presidential designation on certain administrative and service officers who did not hold academic rank. When the faculty, on May 13, 1986, amended the constitution by, among other things, deleting that provision, it explicitly granted continuing membership, for the duration of their then current incumbencies, to those officers who on that date were members by virtue of presidential designation. These officers are members of the constituency known as the faculty-at-large.

(4) Dean. The academic deans elect one of their number to serve with vote in the senate.

(5) Staff. The representative body (Staff Council) of the university staff elects two employees who do not have faculty status to serve with vote in the senate.

(6) Students. Two undergraduate students, one graduate student, and one law student serve as voting members of the senate, and the senate provides regulations governing the qualifications, terms of office, and

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election of student members, and procedures for filling vacancies in the student membership. [See 1580 VI.]

Clause B. Members *Ex Officiis*. The president or the president's designated representative and the secretary of the faculty are members *ex officio*s of the senate, with voice but without vote. The past chair is a member ex officio of the senate, with voice but without vote, unless the past chair is also a member of the senate pursuant to Clause A above, in which case the past chair is a voting member pursuant to their appointment under Clause A.

Section 3. Officers. Each year the senate elects ~~a chair and~~ a vice chair from among the elected faculty members of the senate. In the event that a sitting vice chair does not wish to become chair or the senate votes not to approve the sitting vice chair to become chair, a chair will also be elected.

Section 4. Terms of Office. Elected faculty members of the senate serve for three years. The academic dean shall serve one year, the staff representatives shall serve for staggered two year terms. The terms of office for student members are as established by the senate. [See 1580 VI.] Newly elected members take office each year on September 1 or on the official opening date of the academic year, whichever is earlier. To carry out the requirement that approximately one-third of the elected faculty members are to take office each year, the senate may shorten the initial term of office of faculty senators elected to fill new positions in the senate to conform to a balanced rotation plan. When members are elected to fill a vacancy, they take office at the first meeting after the election and serve for the unexpired term of the vacancy. A faculty member elected to the senate may serve two consecutive terms. After serving two consecutive terms the faculty senate member must wait one full year before they are again eligible for election [see also FSH 1580 III-3]. The past chair can serve a fourth year (in other words, for one additional year after the expiration of their membership pursuant to Section 2, Clause A) in an ex officio capacity as set forth in Section 2, Clause B.

Section 5. Eligibility. Every member of the university faculty is eligible to vote for members of the senate representing his or her college or other unit. Every member of the university faculty is eligible to serve as an elected member of the Faculty Senate and to hold an elective or appointive office in the senate.

Section 6. Elections. Regular elections for senators in the senate are held before April 15 of each year in which an election is to be held. All elections for members of the senate are by secret ballot. Appropriate procedures for nominations and elections are developed and approved by a majority vote of the faculty of the college or other unit.

Section 7. Vacancies.

Clause A. If it is necessary for a member of the senate to be absent temporarily (more than a month, but less than four months), the candidate who received the next highest number of votes in the most recent election in the college or unit acts as his or her alternate in the senate with full vote. If it is necessary for a member to be absent for more than four months, but less than one year, a special election is held to fill the temporary vacancy. When the senate member returns, he or she resumes the position in the senate. If it is necessary for a member to be absent for more than one year, or if the member is unable to complete the term of office for any reason, a special election is held to fill the unexpired term. [See 1580 VI for procedures covering student vacancies.]

Clause B. The chair of the Faculty Senate must declare a position vacant if a member is absent from three consecutive meetings unless the member has informed the chair of the senate in writing that he or she intends to participate fully in the activities of the senate in the future. When a position is declared vacant, the chair must notify the constituency concerned.

Section 8. Recall. The recall of a member of the senate may be initiated by a petition bearing the signatures of at least 10 percent, or five members, whichever is greater, of the membership of the particular constituency represented. The petition must be delivered to the chair of the senate. On the receipt of a valid petition, the chair calls a meeting of the faculty of the college or other unit and appoints a chair. Charges against the member are presented in writing and the member is given adequate opportunity for his or her defense. A two-thirds majority vote by secret ballot of the members of the college or other unit present at the meeting is necessary for recall, providing the members present constitute a quorum as defined in the bylaws of the college or other unit. In the event that the vote is to recall the senator, the member may appeal the case to the senate within 10 days. If the case is appealed and the senate affirms

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the recall, or if the recall stands for 10 days without appeal, the members of the college or other unit elect another senator. Regular procedures are followed in replacing the recalled person, except that the chair of the senate appoints the chair of the election committee of the college or other unit. During the interval between recall and the election of a replacement, the candidate who received the next highest number of votes in the most recent election acts as the alternate in the senate with full vote.

ARTICLE VI--RULES OF ORDER. The rules contained in *Robert's Rules of Order Newly Revised* govern all meetings of the university faculty, other faculties, the Faculty Senate, and faculty committees in all cases to which they are applicable and in which they are not in conflict with this constitution, regents' policies, or any bylaws or rules adopted by any of those bodies for the conduct of their respective meetings. An action taken by the university faculty, a constituent or associated faculty, the Faculty Senate, or a faculty committee that conflicts with a previous action by that body takes precedence and, in effect, amends, in part or in full, the previous action.

ARTICLE VII--AMENDMENTS. This constitution may be amended by a two-thirds affirmative vote of the members of the university faculty, as defined in article II, section 1, in attendance at a regular meeting, a quorum being present. Proposed amendments must have been published in full in the agenda at least one week before the meeting or presented in writing at a meeting previous to the one at which the vote is to be taken. Amendments to this constitution are subject to review and approval by the president and by the regents.

Version History

Amended January 2024. Article II, Section 1 revised to clarify that voting rights arise from faculty rank, so that non faculty in administrative roles do not have voting rights; and to resolve conflict with FSH 1565 regarding the terms on which visiting faculty and lecturers are granted voting rights.

Amended September 2022. Clerical edit to correct cross-reference.

Amended July 2022. University faculty meeting procedure moved from Article III to FSH 1420 Standing Rules of the University Faculty. Outdated information regarding remote participation removed from Article V.

Amended July 2019. Language from FSH 1566 was moved to a footnote to Article V, Section 2, and language in Article V, Section 3 was removed to address the restructure of the Faculty Secretary position.

Amended July 2015. Faculty Senate members were allowed to serve an additional term and language was added to Article I. Section 4 that affirms academic freedom in faculty governance and university programs and policies.

Amended July 2014. Editorial changes.

Amended July 2013. The Faculty Senate's membership was increased by one member to represent the Student Bar Association.

Amended July 2012. The Faculty Senate Center Senator's role/responsibility was clarified, staff membership increased to two, and the required annual venue determination removed.

Amended July 2011. The clinical faculty rank was added and language with respect to associated faculty voting was clarified.

Amended July 2009. The Faculty Council changed its name to Faculty Senate, a more common name used in academia, off campus faculty will have voting members on Senate at Coeur d'Alene, Boise, and Idaho Falls, and off-campus faculty will now be counted in the quorum at university faculty meetings with vote through designated sites and delegates given available technology (see 1640.94 and 1540 A).

Amended July 2006. Editorial changes.

Amended July 2005. Editorial changes.

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Amended July 2001. Editorial changes.

Amended July 2000. Editorial changes

Amended July 1999. Editorial changes.

Amended July 1997. Editorial changes.

Amended 1986. Content of revision unknown.

Adopted 1968.

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CHAPTER ONE:

HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

1520
CONSTITUTION OF THE UNIVERSITY FACULTY

LAST REVISION: September 2022

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Article I. General Provisions

Article II. Faculty Classifications

Article III. Faculty Meetings

Article IV. Responsibilities of the University Faculty

Article V. Faculty Senate

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Article VII. Amendments

PREAMBLE. The faculty of the University of Idaho, designated “university faculty,” as defined in article II, section 1, in acknowledgement of the responsibilities entrusted to it for the immediate government of the university by article IX, section 10, of the constitution of the state of Idaho, has adopted and declared this constitution to be the basic document under which to discharge its responsibilities.

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Section 2. President. The president of the university is both a member of and the president of the university faculty and is also the president of the other faculties referred to in section 4, below, and in article II. The president is the representative of the regents, the institution’s chief executive officer, and the official leader and voice of the university.

CONSENT
JUNE 17-18, 2025

UNIVERSITY OF IDAHO

SUBJECT

Policy Update: FSH 1580 Bylaws of the Faculty Senate

REFERENCE

None

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.S.2

BACKGROUND/DISCUSSION

II.3.: Establishes the role of past chair to serve in an advisory role to the chair and vice chair.

III.2.: Codifies expectation that vice chair will continue service the following year as chair, and that the chair will continue service the following year as past chair.

IV.1, 2. Adjusts election procedures to align with II.3. and III.2.

V.11. Updates voting procedure to accommodate online meetings.

IMPACT

These changes will enhance continuity of faculty governance by providing for the continued service of the chair in the role of past chair and the expected continued service of the vice chair in the role of chair. It also adjusts the corresponding election procedures and updates voting procedure to accommodate online meetings.

ATTACHMENTS

Attachment 1 – FSH 1580 redline

Attachment 2 – FSH 1580 clean

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of Constitution changes.

BOARD ACTION

I move to approve the request by the University of Idaho to approve the proposed revision to FSH 1580 Bylaws of the Faculty Senate.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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1580

BYLAWS OF FACULTY SENATE

LAST REVISION: July 2019

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Article III.	Terms of Office
Article IV.	Election of Officers
Article V.	Meetings
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Article VII.	Executive Committee
Article VIII.	Other Committees

ARTICLE I--FUNCTION AND MEMBERSHIP. The function and membership of the Faculty Senate are as provided in the constitution of the university faculty. [See 1520 I-3 and V.]

ARTICLE II--DUTIES OF OFFICERS.

Section 1. Chair. The chair shall: preside at meetings of the senate; appoint the secretary, subject to confirmation by the senate; appoint special or *ad hoc* committees in consultation with the senate; maintain lines of communication between the senate and the president, between the senate and the university faculty, and between the senate and the Staff Affairs Committee; serve as a member ex officio without vote of all committees and similar bodies under the jurisdiction of the university faculty; and perform all other duties pertaining to the office of chair. Given the nature of leadership responsibilities and time requirements of this position, it is UI administrative policy that the chair is given the opportunity for release time of up to one course per semester, or equivalent.

Section 2. Vice Chair. The vice chair shall: assume the duties and responsibilities of the chair in the temporary absence or disability of the chair; serve as chair of the Committee on Committees; and perform such other duties as may be assigned by the chair or by the senate.

Section 3. Past Chair. The past chair shall: serve in an advisory capacity to the chair and vice chair and may be responsible for continuing initiatives started during their term as vice chair and chair. The past chair will attend all regular and special meetings. This is a non-voting role unless the past chair is also a senator representing a unit of the University, in which case, all votes by the past chair will be their capacity as a senator.

Section 4. Secretary. The faculty secretary shall be the secretary to the faculty senate and shall maintain minutes and assume other responsibilities set forth in FSH 1570.

ARTICLE III--TERMS OF OFFICE.

Section 1. Members. The terms of office for members of the senate are as provided in the constitution of the university faculty [1520 V-4] and in accordance with these bylaws.

Section 2. Officers. The term of office for officers of the senate is one year in each role, beginning on September 1 or on the official opening date of the academic year, whichever is earlier. No member may serve as chair more than two consecutive one-year terms. At the end of their term as vice chair, the vice chair will automatically become the chair for the following year unless the senate votes to prohibit this transition as set forth in Article IV below or the

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vice chair rejects the chair position. At the end of their term as chair, the chair will automatically become the past chair for the following year. ~~the of in the vice chairs~~

Section 3. Members Completing Unexpired Terms. A member who has been elected or appointed to complete the unexpired term of another member and has served more than half of that term will be considered to have served one full term.[see FSH 1520 V-4 – Terms of Office.

ARTICLE IV--ELECTION OF OFFICERS.

Section 1. Nomination and Confirmation. Each spring, as soon as practicable following the appointment and election of new members of the senate, the president of the university or the president's designated representative calls and presides at a meeting of those who will be members during the ensuing year for the purpose of confirming or rejecting the vice chair transition to chair and nominating candidates for the offices of ~~chair and~~ vice chair, and, if the vice chair is not confirmed to the chair position at this meeting or the vice chair rejects the chair position, the chair. ~~the of~~ Nominations and votes for confirmation are by secret ballot, and no other official business is transacted at this meeting. - The vice chair will be confirmed to the chair position if a majority of all votes cast are in favor of confirmation.

Section 2. Election. At the subsequent meeting, to occur no longer than one week after ~~Not less than three days following~~ the nominating and confirming meeting referred to in section 1, above, the president or the president's designated representative calls and presides at a second meeting of the same group for the purpose of electing ~~the chair and~~ the vice chair, and if the previous vice chair is not confirmed to or rejects the chair position, the chair for the ensuing term. No other official business is transacted at this meeting. The requirement that there be no less than ~~three days~~ one week between the two meetings may be suspended only by the unanimous consent of the members in attendance. The procedures for the election are as follows:

Clause A. Additional Nominations. Before balloting begins for each office, additional nominations may be made for that office.

Clause B. Procedure for Balloting. Elections for officers of the senate are by secret ballot, and a majority of all votes cast is necessary for election, a quorum being present [see V-3]. In the event that more than two candidates are nominated for either office and none receives a majority of the votes cast on the first ballot, balloting continues with the name of the candidate receiving the fewest votes being dropped from the ballot after each vote. In the event that there is no candidate with the fewest votes, balloting continues with all names included until such time as a candidate receives a majority of votes (in which case he or she is declared elected) or until a candidate receives the fewest votes (in which case his or her name is dropped from the ballot and the balloting continues).

ARTICLE V--MEETINGS.

Section 1. Regular Meetings. The senate determines the time and place for its regular meetings.

Section 2. Special Meetings. Special meetings of the senate may be called at any time by the chair. Such meetings must be called upon the request of the president of the university or the president's designated representative. Meetings may be convened by 35 percent of the voting membership with a three-day written notice to all members.

Section 3. Quorum. A quorum is half of the voting members of the senate, including half of the elected membership.

Section 4. Agenda. The chair is responsible for the agenda and causes it to be issued at least one day before each regular meeting. Notice of special meetings may be given orally, provided each member so notified is informed of the purpose of the special meeting.

Section 5. Order of Business. The usual order of business for regular meetings is: (a) approval of the minutes of the

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previous meeting; (b) communications; (c) committee reports; (d) special orders; (e) unfinished business and general orders; and (f) new business.

Section 6. Communications. Communications that require action by the senate should be furnished in sufficient quantity to provide one copy for each member of the senate and five copies for the secretary.

Section 7. Alternates. Alternates participate in meetings of the senate only as permitted by the constitution of the university faculty [see 1520 V-7]. This rule does not preclude a member from having another person attend the meeting in his or her stead as an auditor.

Section 8. Policy Actions. Before each regular meeting of the senate, the agenda for that meeting is to be published on the Faculty Senate website. The website shall include the number, if any, and the title of each agenda item involving the formulation or substantive change of policy and also a link to the proposed redline document. Final action may not be taken on any such item unless it has been included in an agenda previously published on the website and distributed electronically to all senators (preferably the Friday before the meeting, but no later than 24 hours prior to the meeting, see Section 4 above); this requirement for prior notice may be suspended only in emergencies and with approval by a two-thirds vote of the senate members in attendance at a meeting, a quorum being present.

Section 9. Motions. Motions involving the formulation or change of policy should be in writing and handed to the secretary. The minutes are to show the names of the person making a motion and of the seconder.

Section 10. Record of Attendance. The minutes are to show the names of members attending and of those absent from meetings.

Section 11. Voting. Voting on motions is by raising a hand ([if the meeting is in person](#)) or [electronic polling \(if the meeting is online\)](#). Proxy votes are not allowed. (According to a standing rule of the senate, the chair does not ask how many members abstained from voting on a particular motion, and abstentions are not recorded in the minutes unless a member requests that his or her abstention be recorded.)

Section 12. Open Meetings. The university faculty's general regulations governing committee meetings, including meetings of the Faculty Senate, are contained in FSH 1620.

Section 13. Publication of Minutes. The complete text or a summary of the approved minutes of meetings of the senate is published on the Faculty Senate website and sent electronically to senate members at least one day before the meeting at which they will be ratified.

ARTICLE VI--STUDENT MEMBERS.

Section 1. Qualifications. The two undergraduate-student representatives must have completed at least 26 credits at UI before taking office and must be full-time students as defined in the catalog (regulation O-1). The graduate-student representative must be regularly enrolled in a program leading to an advanced degree.

Section 2. Terms of Office. Student members are elected for one-year terms and are eligible for reelection for a second term.

Section 3. Election. The election of the two undergraduate-student representatives to serve on the senate is entrusted to the ASUI Senate. The election of one graduate-student representative is entrusted to the Graduate and Professional Student Association. The election of one law-student representative is entrusted to the Student Bar Association

Section 4. Vacancies. Vacancies occurring in student positions are filled by the ASUI and GPSA as appropriate.

ARTICLE VII--EXECUTIVE COMMITTEE.

Section 1. Function. The function of the Executive Committee is to act for the senate on emergency matters when

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Chapter I: HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE
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the senate will not be in regular session for a period of more than two weeks and a quorum cannot easily be convened. The Executive Committee reports to and is subject to the orders of the senate, and the senate retains the authority to review actions of the Executive Committee.

Section 2. Structure and Quorum. The Executive Committee is made up of such members of the senate as are present at a meeting called upon 36 hours' written or oral notice. Seven voting members of the senate constitute a quorum for meetings of the Executive Committee.

Section 3. Officers. The officers of the senate also serve as the officers of the Executive Committee. In the absence or incapacity of both the chair and the vice chair, the members of the Executive Committee attending the meeting designate a chair *pro tempore*.

Section 4. Call of Meetings. Meetings of the Executive Committee may be called on 36 hours' notice by the chair or vice chair or by the president of the university or the president's designee.

ARTICLE VIII--OTHER COMMITTEES.

Section 1. Authority of the Faculty Senate. Under the authority of the constitution of the university faculty, the senate has the responsibility to establish and maintain all university-wide and interdivisional standing and special committees, except those specifically reserved to the president. [See 1420 A-1-c and 1520 IV-11.]

Section 2. General Regulations. The general regulations governing committees, as adopted by the senate and the university faculty, are contained in 1620.

ARTICLE IX--RULES OF ORDER. [See 1520 VI.]

ARTICLE X--AMENDMENTS. These bylaws may be amended by a majority vote of the university faculty, as defined in the constitution of the university faculty [see 1520 II-1], in attendance at a regular meeting, a quorum being present. Amendments that conflict with any provision of the constitution of the university faculty or with regents' policies are without effect. Proposed amendments must have been published in full in the agenda at least one week before the meeting of the university faculty or presented in writing at a meeting previous to the one at which the vote is to be taken.

Version History

Amended July 2019. Changes were made to reflect the restructure of the Faculty Secretary position.

Amended July 2015. Faculty Senate members' Term was expanded allowing an additional term.

Amended July 2013. The Faculty Senate's membership was increased by one member to represent the Student Bar Association.

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Amended July 2010. Editorial changes.

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Amended July 2000. Editorial changes.

Amended July 1997. Editorial changes.

Adopted 1979.

UI FACULTY-STAFF HANDBOOK

CHAPTER ONE:

HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE

1580

BYLAWS OF FACULTY SENATE

LAST REVISION: July 2019

CONTENTS:

Article I.	Function and Membership
Article II.	Duties of Officers
Article III.	Terms of Office
Article IV.	Election of Officers
Article V.	Meetings
Article VI.	Student Members
Article VII.	Executive Committee
Article VIII.	Other Committees

ARTICLE I--FUNCTION AND MEMBERSHIP. The function and membership of the Faculty Senate are as provided in the constitution of the university faculty. [See 1520 I-3 and V.]

ARTICLE II--DUTIES OF OFFICERS.

Section 1. Chair. The chair shall: preside at meetings of the senate; appoint the secretary, subject to confirmation by the senate; appoint special or *ad hoc* committees in consultation with the senate; maintain lines of communication between the senate and the president, between the senate and the university faculty, and between the senate and the Staff Affairs Committee; serve as a member ex officio without vote of all committees and similar bodies under the jurisdiction of the university faculty; and perform all other duties pertaining to the office of chair. Given the nature of leadership responsibilities and time requirements of this position, it is UI administrative policy that the chair is given the opportunity for release time of up to one course per semester, or equivalent.

Section 2. Vice Chair. The vice chair shall: assume the duties and responsibilities of the chair in the temporary absence or disability of the chair; serve as chair of the Committee on Committees; and perform such other duties as may be assigned by the chair or by the senate.

Section 3. Past Chair. The past chair shall: serve in an advisory capacity to the chair and vice chair and may be responsible for continuing initiatives started during their term as vice chair and chair. The past chair will attend all regular and special meetings. This is a non-voting role unless the past chair is also a senator representing a unit of the University, in which case, all votes by the past chair will be their capacity as a senator.

Section 4. Secretary. The faculty secretary shall be the secretary to the faculty senate and shall maintain minutes and assume other responsibilities set forth in FSH 1570.

ARTICLE III--TERMS OF OFFICE.

Section 1. Members. The terms of office for members of the senate are as provided in the constitution of the university faculty [1520 V-4] and in accordance with these bylaws.

Section 2. Officers. The term of office for officers of the senate is one year in each role, beginning on September 1 or on the official opening date of the academic year, whichever is earlier. No member may serve as chair more than two consecutive one-year terms. At the end of their term as vice chair, the vice chair will automatically become the chair for the following year unless the senate votes to prohibit this transition as set forth in Article IV below or the

UI FACULTY-STAFF HANDBOOK

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vice chair rejects the chair position. At the end of their term as chair, the chair will automatically become the past chair for the following year.

Section 3. Members Completing Unexpired Terms. A member who has been elected or appointed to complete the unexpired term of another member and has served more than half of that term will be considered to have served one full term.[see FSH 1520 V-4 – Terms of Office.

ARTICLE IV--ELECTION OF OFFICERS.

Section 1. Nomination and Confirmation. Each spring, as soon as practicable following the appointment and election of new members of the senate, the president of the university or the president's designated representative calls and presides at a meeting of those who will be members during the ensuing year for the purpose of confirming or rejecting the vice chair transition to chair and nominating candidates for the offices of vice chair, and, if the vice chair is not confirmed to the chair position at this meeting or the vice chair rejects the chair position, the chair. Nominations and votes for confirmation are by secret ballot, and no other official business is transacted at this meeting. The vice chair will be confirmed to the chair position if a majority of all votes cast are in favor of confirmation.

Section 2. Election. At the subsequent meeting, to occur no longer than one week after the nominating and confirming meeting referred to in section 1, above, the president or the president's designated representative calls and presides at a second meeting of the same group for the purpose of electing the vice chair, and if the previous vice chair is not confirmed to or rejects the chair position, the chair for the ensuing term. No other official business is transacted at this meeting. The requirement that there be no less than one week between the two meetings may be suspended only by the unanimous consent of the members in attendance. The procedures for the election are as follows:

Clause A. Additional Nominations. Before balloting begins for each office, additional nominations may be made for that office.

Clause B. Procedure for Balloting. Elections for officers of the senate are by secret ballot, and a majority of all votes cast is necessary for election, a quorum being present [see V-3]. In the event that more than two candidates are nominated for either office and none receives a majority of the votes cast on the first ballot, balloting continues with the name of the candidate receiving the fewest votes being dropped from the ballot after each vote. In the event that there is no candidate with the fewest votes, balloting continues with all names included until such time as a candidate receives a majority of votes (in which case he or she is declared elected) or until a candidate receives the fewest votes (in which case his or her name is dropped from the ballot and the balloting continues).

ARTICLE V--MEETINGS.

Section 1. Regular Meetings. The senate determines the time and place for its regular meetings.

Section 2. Special Meetings. Special meetings of the senate may be called at any time by the chair. Such meetings must be called upon the request of the president of the university or the president's designated representative. Meetings may be convened by 35 percent of the voting membership with a three-day written notice to all members.

Section 3. Quorum. A quorum is half of the voting members of the senate, including half of the elected membership.

Section 4. Agenda. The chair is responsible for the agenda and causes it to be issued at least one day before each regular meeting. Notice of special meetings may be given orally, provided each member so notified is informed of the purpose of the special meeting.

Section 5. Order of Business. The usual order of business for regular meetings is: (a) approval of the minutes of the

UI FACULTY-STAFF HANDBOOK

Chapter I: HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE
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previous meeting; (b) communications; (c) committee reports; (d) special orders; (e) unfinished business and general orders; and (f) new business.

Section 6. Communications. Communications that require action by the senate should be furnished in sufficient quantity to provide one copy for each member of the senate and five copies for the secretary.

Section 7. Alternates. Alternates participate in meetings of the senate only as permitted by the constitution of the university faculty [see 1520 V-7]. This rule does not preclude a member from having another person attend the meeting in his or her stead as an auditor.

Section 8. Policy Actions. Before each regular meeting of the senate, the agenda for that meeting is to be published on the Faculty Senate website. The website shall include the number, if any, and the title of each agenda item involving the formulation or substantive change of policy and also a link to the proposed redline document. Final action may not be taken on any such item unless it has been included in an agenda previously published on the website and distributed electronically to all senators (preferably the Friday before the meeting, but no later than 24 hours prior to the meeting, see Section 4 above); this requirement for prior notice may be suspended only in emergencies and with approval by a two-thirds vote of the senate members in attendance at a meeting, a quorum being present.

Section 9. Motions. Motions involving the formulation or change of policy should be in writing and handed to the secretary. The minutes are to show the names of the person making a motion and of the seconder.

Section 10. Record of Attendance. The minutes are to show the names of members attending and of those absent from meetings.

Section 11. Voting. Voting on motions is by raising a hand (if the meeting is in person) or electronic polling (if the meeting is online). Proxy votes are not allowed. (According to a standing rule of the senate, the chair does not ask how many members abstained from voting on a particular motion, and abstentions are not recorded in the minutes unless a member requests that his or her abstention be recorded.)

Section 12. Open Meetings. The university faculty's general regulations governing committee meetings, including meetings of the Faculty Senate, are contained in FSH 1620.

Section 13. Publication of Minutes. The complete text or a summary of the approved minutes of meetings of the senate is published on the Faculty Senate website and sent electronically to senate members at least one day before the meeting at which they will be ratified.

ARTICLE VI--STUDENT MEMBERS.

Section 1. Qualifications. The two undergraduate-student representatives must have completed at least 26 credits at UI before taking office and must be full-time students as defined in the catalog (regulation O-1). The graduate-student representative must be regularly enrolled in a program leading to an advanced degree.

Section 2. Terms of Office. Student members are elected for one-year terms and are eligible for reelection for a second term.

Section 3. Election. The election of the two undergraduate-student representatives to serve on the senate is entrusted to the ASUI Senate. The election of one graduate-student representative is entrusted to the Graduate and Professional Student Association. The election of one law-student representative is entrusted to the Student Bar Association

Section 4. Vacancies. Vacancies occurring in student positions are filled by the ASUI and GPSA as appropriate.

ARTICLE VII--EXECUTIVE COMMITTEE.

Section 1. Function. The function of the Executive Committee is to act for the senate on emergency matters when

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Chapter I: HISTORY, MISSION, GENERAL ORGANIZATION, AND GOVERNANCE
Section 1580: Bylaws of Faculty Senate

the senate will not be in regular session for a period of more than two weeks and a quorum cannot easily be convened. The Executive Committee reports to and is subject to the orders of the senate, and the senate retains the authority to review actions of the Executive Committee.

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ARTICLE X--AMENDMENTS. These bylaws may be amended by a majority vote of the university faculty, as defined in the constitution of the university faculty [see 1520 II-1], in attendance at a regular meeting, a quorum being present. Amendments that conflict with any provision of the constitution of the university faculty or with regents' policies are without effect. Proposed amendments must have been published in full in the agenda at least one week before the meeting of the university faculty or presented in writing at a meeting previous to the one at which the vote is to be taken.

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Adopted 1979.

CONSENT
JUNE 17-18, 2025

UNIVERSITY OF IDAHO

SUBJECT

New Policy: FSH 3130 Disruptions of University Operations

REFERENCE

None

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

New policy FSH 3130 Disruptions of University Operations was developed jointly by the Faculty Affairs Committee, Staff Council, and the Faculty Staff Policy Group. It gives all employees the opportunity to make recommendations to their supervisors regarding temporary adjustments to their responsibilities during a disruption to University operations such as a natural disaster or public health emergency. It also gives employees the right to submit a description of the disruption's impact on their work, to be used in the evaluative process.

IMPACT

This policy establishes a clear, consistent framework for responding to operational disruptions affecting employee work, reducing uncertainty during future crises. While it has minimal direct financial impact, it is expected to enhance organizational resilience and efficiency during large- or limited-scale emergencies.

ATTACHMENTS

Attachment 1 – FSH 3130 Disruptions of University Operations clean

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval of Constitution changes.

BOARD ACTION

I move to approve the request by the University of Idaho to approve FSH 3130 Disruptions of University Operations.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

FSH 3130
Disruptions of University Operations

- A. Purpose.** The purpose of this policy is to address impacts to employee work in the event of a disruption to University operations.
- B. Scope.** This policy applies to all University employees.
- C. Definition of Disruption.** For the purpose of this policy, a disruption is an unusual event that interrupts or interferes with the normal execution of any University operations at any of its locations and that is of sufficient duration or severity as to materially impact employee work.
- C-1. Large-scale disruptions.** Large-scale disruptions are significant enough to impact the work of all or most employees (e.g., natural disasters or public health emergencies) are addressed in Section E.
- C-2. Limited-scale disruptions.** Limited-scale disruptions are events that affect a small number of employees (e.g., fires, floods, or other disasters that may damage or destroy a building or a laboratory) and are addressed in Section F.
- D. Policy.** This policy applies only to employees experiencing impacts to their work because of disruptions as defined herein. Employees whose work is impacted by personal circumstances should contact their supervisor for guidance. See FSH 3710. If Emergency Actions are taken in accordance with the provisions of FSH 6990 Contagious or Infectious Disease Emergency Response, the provisions of this policy shall also apply.
- E. Large-Scale Disruption Procedure**
- E-1. Determination of disruption.** Whether an event meets the section C definition of a “large-scale disruption” shall be determined in the sole discretion of the president. The determination may be initiated by the president or by an employee.
- a. Initiated by president.** The president may determine whether an event rises to the level of a large-scale disruption and which employees are affected. The president shall communicate the decision and rationale to the affected employees and their supervisors.
- b. Initiated by employee.** Employees may request a declaration of large-scale disruption using the following procedure:
1. The request should address:
 - a. A description of the disruption and how it affects normal execution of University operations;

- b. Employees potentially impacted, if known to the initiator;
- c. Expected material impact to the work of employees; and
- d. Expected duration of the disruption, if known.

2. The request must be submitted to the employee's direct supervisor and shall be routed through the employee's supervisory chain. The administrator at each level may add additional information, insight, and context to aid the president in analyzing the request.

4. The president shall render a decision as soon as reasonably practicable as to whether the event rises to the level of a large-scale disruption and which employees are affected and shall communicate the decision and rationale to the requesting employee(s) and their supervisors.

c. Appeal. The president's decision shall be considered an administrative decision within the meaning of FSH 3840, for faculty. Classified employees may appeal under FSH 3860 C Due Process Procedure.

F. Limited-Scale Disruption Procedure

F-1. Determination of disruption. Affected employees may request a determination of limited-scale disruption using the below procedure; however, in the interest of efficiency, a supervisor may make a request for a determination of disruption for a group of employees, as appropriate, rather than processing multiple individual requests.

a. The request should address:

- 1. A description of the disruption and how it affects normal execution of University operations;
- 2. Employees potentially impacted, if known to the initiator;
- 3. Expected material impact to the work of employees; and
- 4. Expected duration of the disruption, if known.

b. The request must be submitted to the employee's direct supervisor and shall be routed through the employee's supervisory chain. The determination shall be made by the dean or designee (for faculty) or the employee's second-level manager (for staff).

c. Appeal. The dean's or second-level manager's decision shall be considered an administrative decision which can be appealed under FSH 3840, for faculty. Classified employees may appeal under FSH 3860 C Due Process Procedure.

G. Temporary Adjustments to Employee Responsibilities

G-1. In general. Following administrative determination of a disruption under either Section E or Section F above, the following procedure shall be used in determining temporary adjustments to employee responsibilities. In the interest of efficiency, a supervisor may make adjustments to the responsibilities of a group of employees, as appropriate.

a. Staff. An affected staff member may make recommendations to their direct supervisor regarding their responsibilities during the disruption, such as changes in location, schedule, or mode of delivery, to maximize safety and best preserve the effectiveness of the employee's work. If a mutually agreeable arrangement cannot be found, the employee's second-level manager shall make the final decision.

b. Faculty

1. Teaching

An affected faculty member may make recommendations to their direct supervisor regarding their responsibilities during the disruption, such as changes in mode of delivery, method, location, class size, course load, or schedule, so as to maximize safety and best preserve teaching effectiveness. If a mutually agreeable arrangement cannot be found, the dean or designee shall make the final decision.

2. Scholarship and Creative Activity

An affected faculty member may make recommendations to their direct supervisor regarding their responsibilities during the disruption. It is recognized that a disruption can have long-term impact on a faculty's productivity. Faculty should work with their supervisor to develop a recovery plan to be incorporated into the articulation of goals in their annual evaluation. If a mutually agreeable arrangement cannot be found, the dean or designee shall make the final decision.

3. Outreach and Extension

An affected faculty member may make recommendations to their direct supervisor regarding their responsibilities during the disruption, such as changes in mode of delivery, method, location, or schedule, to maximize safety and best preserve the effectiveness of the

extension/outreach program. If a mutually agreeable arrangement cannot be found, the dean or designee shall make the final decision.

4. Service and Leadership

An affected faculty member may make recommendations to their direct supervisor regarding their responsibilities during the disruption so as to maximize safety and best preserve effectiveness of service and leadership. If a mutually agreeable arrangement cannot be found, the dean or designee shall make the final decision.

H. Evaluation of Employee Performance

H-1. Disruption impact statement in evaluation of faculty performance.

Following administrative determination of a disruption under either Section E or Section F above, faculty shall have the option of providing a disruption impact statement. The statement will constitute a part of any current or future performance evaluations, including annual performance evaluation, third-year review, tenure, and promotion, as applicable. The statement may describe how the disruption has affected the exercise of their official duties. Once submitted, the statement cannot be withdrawn. The Office of the Provost and Executive Vice President shall notify employees that they have the option of providing the statement and provide guidance regarding the statement. In the case of tenure and promotion, the statement addressed in this section is additional to the Candidate Statement described in FSH 3500 D-1.b.

H-2. Disruption impact statement in evaluation of staff performance. Following administrative determination of a disruption under either Section E or Section F above, staff employees shall have the option of providing a disruption impact statement. The statement will constitute a part of any current or future performance evaluations, including annual performance evaluation as applicable. The statement may describe how the disruption has affected the exercise of their official duties. Once submitted, the statement cannot be withdrawn. Human Resources shall notify employees that they have the option of providing the statement and provide guidance regarding the statement.

I. Termination. The president may terminate determinations of large-scale disruptions, and the deciding dean or second-level manager may terminate determinations of limited-scale disruptions, if deemed no longer necessary. Temporary adjustments to employee responsibilities enacted under section G of this policy will remain in effect only for so long as the determination of disruption remains in effect, or for 180 days, whichever is longer.

CONSENT
JUNE 17-18, 2025

SUBJECT

Data Management Council Reappointments

REFERENCE

April 2023	The Board reappointed Grace Anderson, Lindsey Brown, Chris Campbell, Todd King, Heather Luchte, Cathleen McHugh, and Scott Thomson to the Data Management Council. The Board appointed Shari Ellertson to the Data Management Council.
June 2023	The Board appointed Nashea Noble to the Data Management Council.
October 2023	The Board appointed William Goodman and Scott Woolstenhulme to the Data Management Council.
June 2024	The Board reappointed William Goodman, Nashea Noble, Ayaka Nukui, and Scott Woolstenhulme to the Data Management Council. The Board appointed Wesley McClintick and Salvador Vazquez to the Data Management Council.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

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

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

- a. Two representatives from the Office of the State Board of Education;
- b. Three representatives from public postsecondary institutions, of whom at least one shall be from a community college and no more than one member from any one institution;
- c. One representative who serves as the registrar at an Idaho public postsecondary institution, which may be from the same institution represented above;
- d. One representative from the State Department of Education;

CONSENT
JUNE 17-18, 2025

- e. Three representatives from a school district, with at least one from an urban district and one from a rural district, and no more than one member from any one district;
- f. One representative from the Division of Career Technical Education;
- g. One representative from the Department of Labor;
- h. One at-large member.

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

Seven members' terms end on June 30, 2025. All have agreed to remain on the Council. There are currently two vacancies – one Public Postsecondary Institution seat and the Department of Labor seat. Staff will solicit nominations for both.

IMPACT

Reappointment of the seven current members will result in eleven seats on the Data Management Council being filled.

ATTACHMENTS

- Attachment 1 – Current DMC Membership
- Attachment 2 – McHugh DMC Reappointment
- Attachment 3 – Campbell DMC Reappointment
- Attachment 4 – Anderson DMC Reappointment
- Attachment 5 – Brown DMC Reappointment
- Attachment 6 – Thomson DMC Reappointment
- Attachment 7 – Luchte DMC Reappointment
- Attachment 8 – King DMC Reappointment

STAFF COMMENTS AND RECOMMENDATIONS

The Data Management Council considered the reappointments during a meeting in May. The Council voted to recommend all for reappointment.

Staff recommends approval.

BOARD ACTION

I move to approve the reappointment of Cathleen McHugh to the Data Management Council as an Office of the State Board of Education representative commencing July 1, 2025, and ending June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

and

I move to approve the reappointment of Chris Campbell to the Data Management Council as an Office of the State Board of Education representative commencing July 1, 2025, and ending June 30, 2027.

CONSENT
JUNE 17-18, 2025

Moved by _____ Seconded by _____ Carried Yes _____ No _____

and

I move to approve the reappointment of Grace Anderson to the Data Management Council as a public postsecondary representative commencing July 1, 2025, and ending June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

and

I move to approve the reappointment of Lindsey Brown to the Data Management Council as the Registrar representative commencing July 1, 2025, and ending June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

and

I move to approve the reappointment of Scott Thomson to the Data Management Council as the rural school district representative commencing July 1, 2025, and ending June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

and

I move to approve the reappointment of Heather Luchte to the Data Management Council as the Division of Career Technical Education representative commencing July 1, 2025, and ending June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

And

I move to approve the reappointment of Todd King to the Data Management Council as the at-large representative commencing July 1, 2025, and ending June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Data Management Council Membership May 2025

Office of the Idaho State Board of Education

Dr. Cathleen McHugh (DMC Chair)
Chief Research Officer
Idaho State Board of Education
Member since 2018
Term: July 1, 2023 – June 30, 2025

Chris Campbell (DMC Vice-Chair)
Chief Technology Officer
Idaho State Board of Education
Member since 2015
Term: July 1, 2023 – June 30, 2025

Public Postsecondary Institutions

At-Large Institutions

Dr. Grace Anderson
*Vice President for Institutional Research,
Planning, and Effectiveness*
Lewis-Clark State College
Member since 2019
Term: July 1, 2023 – June 30, 2025

Vacant

Community College

Nashea Noble
*Institutional Data Analyst,
Planning & Effectiveness*
North Idaho College
Member since 2023
Term: July 1, 2024 – June 30, 2026

Public Postsecondary Institution Registrar

Dr. Lindsey Brown
University Registrar
University of Idaho
Member since 2022
Term: July 1, 2023 – June 30, 2025

Idaho Department of Education

Ayaka Nukui
Director of Assessment and Accountability
Idaho Department of Education
Member since 2022
Term: July 1, 2024 – June 30, 2026

K-12 School Districts

At-Large School District

Scott Woolstenhulme*Superintendent of Schools*

Bonneville Joint School District 93

Member since 2023

Term: July 1, 2024 – June 30, 2026

Rural District

Scott Thomson*Executive Director*

North Idaho STEM Charter Academy

Member since 2019

Term: July 1, 2023 – June 30, 2025

Urban District

William Goodman*Chief Technology Officer*

Boise School District

Member during 2015 and since 2023

Term: July 1, 2024 – June 30, 2026

Division of Career Technical Education

Heather Luchte (DMC Secretary)*Chief Performance and Accountability Officer*

Idaho Division of Career Technical Education

Member since 2014

Term: July 1, 2023 – June 30, 2025

Department of Labor

Vacant

Term: Upon approval by the State Board of Education – June 30, 2026

At-Large Representative

Todd King*Education Data Systems Reporting Manager*

Idaho State Board of Education

Member since 2013

Term: July 1, 2023 – June 30, 2025

From: [Cathleen McHugh](#)
To: [Cathleen McHugh](#); [Doug Armstrong](#)
Cc: [Chris Campbell](#)
Subject: Intention to remain on DMC
Date: Tuesday, May 13, 2025 1:57:29 PM
Attachments: [image001.png](#)

Doug:

I would like to express my interest in being reappointed to the Data Management Council.

Cathleen

Dr. Cathleen McHugh
Chief Research Officer
cmchugh@edu.idaho.gov
Tel: (208) 332-1572



PUBLIC RECORDS NOTICE: Pursuant to Idaho Code § 74-101 through 74-126, this email and responses are subject to the Idaho Public Records law and may be disclosed to the public upon request, unless otherwise exempt from disclosure under the law.

From: [Chris Campbell](#)
To: [Cathleen McHugh](#)
Subject: RE: Intention to remain on DMC
Date: Wednesday, May 14, 2025 12:27:44 PM
Attachments: [image001.png](#)

Cathleen,

I would like to express my interest in being reappointed to the Data Management Council.

-Chris

From: [Grace L. Anderson](#)
To: [Cathleen McHugh](#)
Subject: RE: Intention to remain on DMC
Date: Wednesday, May 14, 2025 3:11:31 PM
Attachments: [image002.png](#)
[image003.png](#)

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Thank you, Cathleen.

Please accept this email as my interest in continuing to serve (i.e., be reappointed) on the DMC.

Thank you for your message.

Grace

Grace L. Anderson, Ph.D.
Vice President for Institutional Research, Planning & Effectiveness
Lewis-Clark State College
208-792-2456 / glanderson@lcsc.edu



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From: [Brown, Lindsey](#)
To: [Cathleen McHugh](#)
Subject: RE: Intention to remain on DMC
Date: Tuesday, May 13, 2025 4:10:21 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Good afternoon Cathleen,

I would like to express my interest in being reappointed to the Data Management Council.

Thank you,
Lindsey

LINDSEY BROWN, Ph.D.
University Registrar

Office of the Registrar
Office: Pitman Center 119K
lindseybrown@uidaho.edu
uidaho.edu/registrar
[Microsoft Teams Chat](#)
208-885-5566
875 Perimeter Drive MS 4260 | Moscow ID 83844-4260



 [Book time to meet with me](#)

From: [Scott Thomson](#)
To: [Cathleen McHugh](#)
Subject: Re: Intention to remain on DMC
Date: Wednesday, May 14, 2025 8:30:04 AM
Attachments: [image001.png](#)

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Cathleen,
I would like to express my interest in being reappointed to the DMC.
Thank you

Scott Thomson
Executive Director
STEM Charter Academy
A Free K-12 Public School of Choice

Be optimistic, It costs the same!

From: [Heather Luchte](#)
To: [Cathleen McHugh](#)
Subject: RE: Intention to remain on DMC
Date: Wednesday, May 14, 2025 10:47:24 AM
Attachments: [image002.png](#)
[image003.png](#)

I'm happy to continue for IDCTE.

Thanks,
Heather

Heather Luchte
Chief Performance and Accountability Officer
208.429.5512



We prepare Idaho's youth and adults for high-skill, in-demand careers.

From: [Todd King](#)
To: [Cathleen McHugh](#)
Cc: [Doug Armstrong](#); [Chris Campbell](#)
Subject: RE: Intention to remain on DMC
Date: Thursday, May 15, 2025 10:17:27 AM
Attachments: [image001.png](#)

This is my affirmation that I am willing to remain on (or be reappointed) as a member of the Data Management Council.

Cheers!

Todd King
Education Data Systems Reporting Manager
(208) 332-6937
