

**CONSENT
JUNE 16-18, 2026**

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SUBJECT

Boise State University – Employment Agreement for Head Football Coach

REFERENCE

June 2024	The Board approved a five-year and three-month employment agreement with Coach Danielson.
June 2025	The Board approved an employment agreement extension for 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 amendment for Head Football Coach Spencer Danielson. The salary for years one through four remains unchanged in terms of annual base compensation, and year five includes an increase of \$100,000 relative to the prior year, keeping the increases consistent over the term. Liquidated damages provisions reset to the same as they were in the prior five-year term iteration.

The contract is similar to the standard issued by Boise State University and is in substantial conformance with the Board Policy II.H. template.

Danielson is the 12th head coach in Boise State football history, who led the Broncos to their third consecutive Mountain West Championships in 2025 to become the second FBS coach to win three straight conference championships in their first three seasons at the helm.

IMPACT

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

Term: New Five Year Term, ending February 28, 2031.

Base Compensation: Salary increase to:

Year 1 - March 1, 2026 – February 28, 2027 = \$2,100,000;
Year 2 - March 1, 2027 – February 29, 2028 = \$2,200,000;
Year 3 - March 1, 2028 – February 28, 2029 = \$2,300,000;
Year 4 - March 1, 2029 – February 28, 2030 = \$2,400,000;
Year 5 - March 1, 2030 – February 28, 2031 = \$2,500,000

Liquidated damages Provision: If Coach terminates early, for convenience, liquidated damages are set out as follows:

(a) \$3,500,000 if the Agreement is terminated on or before February 28, 2027; and

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- (b) \$3,000,000 if the Agreement is terminated between March 1, 2027 and February 29, 2028 inclusive; and
- (b) \$2,500,000 if the Agreement is terminated between March 1, 2028 and February 28, 2029 inclusive; and
- (c) \$2,000,000 if the Agreement is terminated between March 1, 2029 and February 28, 2030, inclusive; and
- (d) \$1,000,000 if the Agreement is terminated between March 1, 2030 and February 28, 2031, inclusive.

All other terms and conditions remain unchanged.

ATTACHMENTS

List any Attachments with this item and the page number(s) where they are found, using the following format:

- Attachment 1 – 2020-2024 APR Summary
- Attachment 2 – Proposed Contract Extension for Spencer Danielson
- Attachment 3 – Executed Employment Amendment for Spencer Danielson
- Attachment 4 – Executed Employment Contract for Spencer Danielson
- Attachment 5 – Danielson Maximum Compensation Calculation
- Attachment 6 – Base Salary and Incentive Comparison – Head Coaches
- Attachment 7 – Liquidated Damages Comparison – Head Coaches

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed the proposed amendment to Boise State University (BSU) Head Football Coach Spencer Danielson’s employment agreement and finds it to be consistent with the institution’s standard coaching contract template and in substantial conformance with Board Policy II.H.

The proposed amendment establishes a new five (5) year term through February 28, 2031, while maintaining previously approved annual compensation increases during the first four (4) years of the agreement and providing a consistent incremental increase in the fifth year. The agreement also resets the liquidated damages provisions to align with the structure approved in the prior five (5) year agreement term.

Coach Danielson has demonstrated significant competitive success during his tenure as head football coach, including leading BSU to three (3) consecutive Mountain West Conference championships and Fiesta Bowl appearance in the 2024-2025 College Football Playoff (CFP). The proposed compensation structure and contract terms are comparable to peer market conditions and funded through BSU athletic program revenues and other non-state funding sources.

Board staff recommends approval.

BOARD ACTION

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I move to approve the request by Boise State University to enter into an amendment to Spencer Danielson's employment agreement to establish a five (5) year term to continue his service as the head coach for the 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

	2020-21	2021-22	2022-23	2023-24
Football	990	982	976	994
<i>National % Rank by Sport</i>	<i>90-100</i>	<i>70-80</i>	<i>70-80</i>	<i>80-90</i>

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

* 2023-24 APR released May 2025

MULTI-YEAR APR (4-Year Rolling Average)

Football	990	988	982	986
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SINGLE YEAR GRADE POINT AVERAGE (GPA)

	2021-22	2022-23	2023-24	2024-25
Football	3.03	3.08	3.10	3.18

Academic Year

EMPLOYMENT AGREEMENT
AMENDMENT TWO

This Amendment Two 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 certain material provisions contained in the Employment Agreement (as amended) to establish agreed upon modifications to the Employment Agreement between the parties.

1. Section 2.1 is amended to establish a new five-year Term beginning date and ending date; the Term will now terminate on February 28, 2031. In addition, the amendment establishes a final year base compensation.
2. Section 3.1.1.a is amended to increase the annual salary as follows:
 - Year 1 - March 1, 2026 – February 28, 2027 = \$2,100,000;
 - Year 2 - March 1, 2027 – February 29, 2028 = \$2,200,000;
 - Year 3 - March 1, 2028 – February 28, 2029 = \$2,300,000;
 - Year 4 - March 1, 2029 – February 28, 2030 = \$2,400,000;
 - Year 5 - March 1, 2030 – February 28, 2031 = \$2,500,000
3. Section 5.3.3 is amended to establish the parties’ agreement that 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, 2027; and
 - (b) \$3,000,000 if the Agreement is terminated between March 1, 2027 and February 29, 2028 inclusive; and
 - (b) \$2,500,000 if the Agreement is terminated between March 1, 2028 and February 28, 2029 inclusive; and
 - (c) \$2,000,000 if the Agreement is terminated between March 1, 2029 and February 28, 2030, inclusive; and
 - (d) \$1,000,000 if the Agreement is terminated between March 1, 2030 and February 28, 2031, 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 17th day of June, 2026.

**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



Jeramiah Dickey (06/20/2025 11:00 MDT)

Jeramiah Dickey
Director of Athletics

06/20/2025

Date



Jeremiah Shinn (06/27/2025 17:06 MDT)

Dr. Jeremiah Shinn
Interim President

06/27/2025

Date

Coach



Spencer Danielson (06/20/2025 09:46 MDT)

Spencer Danielson

06/20/2025

Date

Approved by the Idaho State Board of Education on the 18th day of June, 2025.

EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

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

ARTICLE 2

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

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

ARTICLE 3

3.1. Regular Compensation.

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

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

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

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

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

3.2.1 Athletic Achievement Incentive Pay.

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

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

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

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

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

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

College Football Playoff (“CFP”):

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

Maximum Cumulative College Football Playoff Payout 20% of salary

Coach of the Year:

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

Maximum Coach of the Year Payout 8% of salary

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

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

3.2.2. Academic Achievement Incentive Pay.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

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

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

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

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

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

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

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

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

5.2. Termination of Coach for Convenience of University.

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

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

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

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

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

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

5.3. Termination by Coach for Convenience.

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

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

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

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

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

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

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

5.4. Termination due to Disability or Death of Coach.

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

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


University

Coach




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

Date



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

Date



Dr. Marlene Tromp
President
07/15/2024

Date

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

Coach Spencer Danielson Maximum Compensation Calculation - 2026-2031

		2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
3.1.1a	Annual Base Salary	\$ 2,100,000	\$ 2,200,000	\$ 2,300,000	\$ 2,400,000	\$ 2,500,000
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)	\$ 420,000	\$ 440,000	\$ 460,000	\$ 480,000	\$ 500,000
3.2.1	Additional Pay based on Coach of the Year (max cumulative payout)	\$ 168,000	\$ 176,000	\$ 184,000	\$ 192,000	\$ 200,000
	Total Maximum potential annual compensation under Employment Agreement	\$ 2,888,000	\$ 3,316,000	\$ 3,344,000	\$ 3,272,000	\$ 3,400,000

**CONSENT
JUNE 16-18, 2026**

ATTACHMENT 6

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

Coach	School	2026-27 Salary	Incentives
Spencer Danielson	Boise State	\$ 2,100,000	See Contract
Jim Mora	Colorado State	\$ 2,400,000	<ul style="list-style-type: none"> o Regular Season Achievement Bonus <ul style="list-style-type: none"> ■ Win six (6) regular season games in a season: \$25,000 ■ Win seven (7) regular season games in a season: \$50,000 ■ Win eight (8) regular season games in a season: \$100,000 ■ Win nine (9) regular season games in a season: \$150,000 ■ Win ten (10) regular season games in a season: \$225,000 ■ Win eleven (11) regular season games in a season: \$325,000 ■ Win twelve (12) regular season games in a season: \$400,000 ■ Note that these win bonuses are non-cumulative, only the highest achieve bonus will be paid. o Achievement Bonuses (cumulative) <ul style="list-style-type: none"> ■ Conference Coach of the Year Award winner: \$25,000 ■ National Coach of the Year Award winner (Walter Camp, Football Writers, Football Foundation, AP, AFCA – bonus limited to one (1) per year): \$150,000 ■ Achieve a Graduation Success Rate (GSR) of 80% or greater: \$50,000 ■ Academic Progress Rating (APR) of greater than or equal to 950: \$75,000 ■ Earn a team GPA from 2.60 to 2.99: \$25,000 ■ Earn a team GPA equal to or greater than 3.0: \$50,000 ■ Finish in the Top 25 of the final CFP ranking: \$75,000 ■ Home attendance average increase of 10% or more: \$25,000 o Conference Championship Bonuses (non-cumulative) <ul style="list-style-type: none"> ■ Participate in the Conference Championship Game: \$75,000; OR ■ Win the Conference Championship Game: \$100,000 o Non-CFP Bowl Game Bonuses (non-cumulative) <ul style="list-style-type: none"> ■ Participate in a non-CFP Bowl Game: \$50,000; OR ■ Win non-CFP Bowl Game: \$75,000 o College Football Playoff (CFP) Bonuses (cumulative) <ul style="list-style-type: none"> ■ Round of (up to) 16 CFP Appearance: \$200,000 ■ Quarterfinal CFP Appearance: \$250,000 ■ Semifinal CFP Appearance: \$300,000 ■ National Championship CFP Appearance: \$350,000 ■ Win the CFP National Championship: \$400,000
Matt Entz	Fresno State	\$ 1,350,000	<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> <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>
JaMarcus Shephard	Oregon State	\$ 960,000	Unknown
Sean Lewis	San Diego State	\$ 1,935,100	<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

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

GJ Kinne	Texas State	\$ 1,150,000	<p>Starting on January 16, 2028, Coach will be eligible to increase his Guaranteed Annual Salary by achieving the below incentives each season. Only the highest achieved incentive each applicable season will be awarded. The increase will be reflected by January 16th after the applicable season in which achieved and shall be applied to each remaining contract year.</p> <ul style="list-style-type: none"> • Team achieves eight (8) regular season wins: \$100,000 • Team achieves nine (9) regular season wins: \$125,000 • Team achieves ten (10) or more regular season wins: \$150,000 • Team wins the Conference Championship Game: \$250,000 • Team participates in the College Football Playoffs: \$500,000 <p>ANNUAL ACADEMIC PERFORMANCE INCENTIVES (NON-CUMULATIVE)</p> <table border="0"> <tr> <td>Single-Year APR equal to or greater than 960</td> <td>\$7,500.00</td> </tr> <tr> <td>Single-Year APR equal to or greater than 970</td> <td>\$10,000.00</td> </tr> <tr> <td>Single-Year APR equal to or greater than 985</td> <td>\$12,500.00</td> </tr> </table>	Single-Year APR equal to or greater than 960	\$7,500.00	Single-Year APR equal to or greater than 970	\$10,000.00	Single-Year APR equal to or greater than 985	\$12,500.00	<p>ANNUAL ATHLETIC PERFORMANCE INCENTIVES:</p> <table border="0"> <tr> <td>8 Regular Season Wins (Only eligible to receive in Contract Years 1-3)*</td> <td>\$25,000.00</td> </tr> <tr> <td>9 Regular Season Wins (Only eligible to receive in Contract Years 1-3)*</td> <td>\$50,000.00</td> </tr> <tr> <td>10 Regular Season Wins (Only eligible to receive in Contract Years 1-3)*</td> <td>\$75,000.00</td> </tr> <tr> <td>11 Regular Season Wins (Only eligible to receive in Contract Years 1-3)*</td> <td>\$100,000.00</td> </tr> <tr> <td>12 Regular Season Wins (Only eligible to receive in Contract Years 1-3)*</td> <td>\$125,000.00</td> </tr> <tr> <td>Sun Belt Conference Championship Appearance</td> <td>\$25,000.00</td> </tr> <tr> <td>Sun Belt Conference Champions</td> <td>\$50,000.00</td> </tr> <tr> <td>Bowl Game Appearance</td> <td>\$25,000.00</td> </tr> <tr> <td>Bowl Game Win</td> <td>\$50,000.00</td> </tr> <tr> <td>College Football Playoff (CFP) Appearance (Per Round; Excluding National Championship)</td> <td>\$100,000.00</td> </tr> <tr> <td>CFP Championship Appearance</td> <td>\$200,000.00</td> </tr> <tr> <td>CFP National Championship</td> <td>\$350,000.00</td> </tr> <tr> <td>Win over then-current CFP Top 25 Opponent (Per Win)</td> <td>\$5,000.00</td> </tr> <tr> <td>CFP Top 25 Final Ranking</td> <td>\$25,000.00</td> </tr> <tr> <td>Conference Coach of the Year</td> <td>\$10,000.00</td> </tr> <tr> <td>National Coach of the Year</td> <td>\$50,000.00</td> </tr> </table> <p>*Non-Cumulative; The highest achieved incentive each season will be awarded.</p>	8 Regular Season Wins (Only eligible to receive in Contract Years 1-3)*	\$25,000.00	9 Regular Season Wins (Only eligible to receive in Contract Years 1-3)*	\$50,000.00	10 Regular Season Wins (Only eligible to receive in Contract Years 1-3)*	\$75,000.00	11 Regular Season Wins (Only eligible to receive in Contract Years 1-3)*	\$100,000.00	12 Regular Season Wins (Only eligible to receive in Contract Years 1-3)*	\$125,000.00	Sun Belt Conference Championship Appearance	\$25,000.00	Sun Belt Conference Champions	\$50,000.00	Bowl Game Appearance	\$25,000.00	Bowl Game Win	\$50,000.00	College Football Playoff (CFP) Appearance (Per Round; Excluding National Championship)	\$100,000.00	CFP Championship Appearance	\$200,000.00	CFP National Championship	\$350,000.00	Win over then-current CFP Top 25 Opponent (Per Win)	\$5,000.00	CFP Top 25 Final Ranking	\$25,000.00	Conference Coach of the Year	\$10,000.00	National Coach of the Year	\$50,000.00		
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Kirby Moore	Washington State	Unknown	Unknown	Unknown																																								

**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														
Spencer Danielson	Boise State	5 years - ending 2/28/29	\$ 2,100,000	Yes	Tied to years in contract	See Contract														
Jim Mora	Colorado State	5 years - ending 12/31/20230	\$ 2,550,000	Yes	Tied to years in contract	<table border="1"> <tr><td>2026</td><td>\$5,000,000</td></tr> <tr><td>2027</td><td>\$4,000,000</td></tr> <tr><td>2028</td><td>\$3,000,000</td></tr> <tr><td>2029</td><td>\$2,000,000</td></tr> <tr><td>2030 (through final game)</td><td>\$1,000,000</td></tr> </table>	2026	\$5,000,000	2027	\$4,000,000	2028	\$3,000,000	2029	\$2,000,000	2030 (through final game)	\$1,000,000				
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Matt Entz	Fresno State	5 year	\$ 1,350,000	Yes	Tied to years in contract	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.														
JaMarcus Shephard	Oregon State	5 year - ending 2/27/2031	\$ 960,000	Yes	Tied to years in contract	<table border="1"> <thead> <tr> <th>Year</th> <th>If Coach Terminates</th> </tr> </thead> <tbody> <tr><td>Notice Effective during Year 1</td><td>\$ 6,000,000</td></tr> <tr><td>Notice Effective during Year 2</td><td>\$ 4,800,000</td></tr> <tr><td>Notice Effective during Year 3</td><td>\$ 3,600,000</td></tr> <tr><td>Notice Effective during Year 4</td><td>\$ 2,400,000</td></tr> <tr><td>Notice Effective during Year 5</td><td>\$ 1,200,000</td></tr> </tbody> </table>	Year	If Coach Terminates	Notice Effective during Year 1	\$ 6,000,000	Notice Effective during Year 2	\$ 4,800,000	Notice Effective during Year 3	\$ 3,600,000	Notice Effective during Year 4	\$ 2,400,000	Notice Effective during Year 5	\$ 1,200,000		
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Notice Effective during Year 4	\$ 2,400,000																			
Notice Effective during Year 5	\$ 1,200,000																			
Sean Lewis	San Diego State	5 years - ending 1/31/29	\$ 1,953,000	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--\$ 5,000,000 Before completion of January 31, 2026--\$ 3,000,000 Before completion of January 31, 2027--\$ 2,000,000 Before completion of January 31, 2028--\$ 2,000,000 														
GJ Kinne	Texas State	8 years - ending 1/14/2032	\$ 1,150,000	Yes	Tied to years in contract	<ul style="list-style-type: none"> If Coach's resignation occurs on or before January 15, 2025: \$3,750,000; or If Coach's resignation occurs on or before January 15, 2026: \$3,400,000; or If Coach's resignation occurs on or before January 15, 2027: \$2,400,000; or If Coach's resignation occurs on or before January 15, 2028: \$1,500,000; or If Coach's resignation occurs on or before January 15, 2029: \$1,000,000; or If Coach's resignation occurs on or before January 15, 2030: \$500,000; or If Coach's resignation occurs on or before January 15, 2031: \$500,000; or If Coach's resignation occurs on or before January 15, 2032: \$500,000 														
Bronco Mendenhall	Utah State	6 year - ending 1/30/2031	\$ 2,060,000	Yes	Tied to years in contract	<table border="1"> <thead> <tr> <th>Date of Termination:</th> <th>Liquidated Damages Due:</th> </tr> </thead> <tbody> <tr><td>Contract Year 1</td><td>\$3,000,000; or</td></tr> <tr><td>Contract Year 2</td><td>\$2,500,000; or</td></tr> <tr><td>Contract Year 3</td><td>\$2,000,000; or</td></tr> <tr><td>Contract Year 4</td><td>\$1,500,000; or</td></tr> <tr><td>Contract Year 5</td><td>\$1,000,000; or</td></tr> <tr><td>Contract Year 6</td><td>\$500,000</td></tr> </tbody> </table>	Date of Termination:	Liquidated Damages Due:	Contract Year 1	\$3,000,000; or	Contract Year 2	\$2,500,000; or	Contract Year 3	\$2,000,000; or	Contract Year 4	\$1,500,000; or	Contract Year 5	\$1,000,000; or	Contract Year 6	\$500,000
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CONSENT
JUNE 16-18, 2026

SUBJECT

Boise State University – Employment Agreement Amendments for Assistant Football Coaches

REFERENCE

June 2024	The Board approved two-year employment agreements for Erik Chinander and Stacy Collins.
June 2025	The Board approved two-year employment agreement extensions for Erik Chinander, Stacy Collins, and Timothy Keane. The Board also approved a new two-year employment agreement for Nathaniel Potter.

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 agreement amendments with four football assistant coaches/coordinators. These include:

1. Nathaniel Potter - Offensive Coordinator
2. Erik Chinander - Defensive Coordinator
3. Stacy Collins - Special Teams Coordinator
4. 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 is currently the Offensive Coordinator for Boise State. 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 in 2024, working alongside offensive coordinator, Dirk Koetter, before being named Offensive Coordinator for the 2025 season. The 2026 season will be Potter’s ninth overall as a coach with the Broncos and 12th within the program.

Erik Chinander is currently the Defensive Coordinator for Boise State. In Chinander’s first three seasons at Boise State, the Broncos have won three consecutive Mountain West championships. In 2024, Boise State reached the College Football Playoff Quarterfinal in the inaugural year of the College Football Playoff. Last year, the Broncos finished the year as the nation’s leader in sacks and were 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). The Broncos’ secondary improved dramatically this year, finishing the 2025 campaign ranked 15th nationally in passing defense.

Stacy Collins is currently the Special Teams Coordinator for Boise State. Collins returned to Boise State as special teams coordinator and inside linebackers coach in January 2024 after spending two seasons as special teams coordinator/outside

**CONSENT
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linebacker/nickels coach at Penn State. Collins helped the Broncos earn a No. 3 seed in the College Football Playoff in 2024, win back-to-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.

Timothy Keane was named the offensive line coach at Boise State in 2021 and promoted to add Run Game Coordinator responsibility in January of 2025. Over the last two seasons, Keane mentored an offensive line group in 2024 that helped Boise State put up 37.3 points per game on average, which ranked fifth in the country in scoring offense, and 33.7 per game in 2025. The offensive line was highlighted by second-team All-American Kage Casey and a unit that paved the way for Ashton Jeanty, and more recently, Dylan Riley and Sire Gaines.

IMPACT

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

Nathaniel Potter

Base Compensation: Increase to \$490,000 (term from March 1, 2026 through February 29, 2028)

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, 2026 – February 28, 2027):

In Conference: \$490,000

Non-Conference: \$245,000

Professional League: \$122,500

Year 2 (March 1, 2027 – February 29, 2028):

In Conference: \$245,000

Non-Conference: \$122,500

Professional League: \$61,250

Erik Chinander

Base Compensation: Increase to \$600,000 (term from March 1, 2026 through February 28, 2029)

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, 2026 – February 28, 2027):

In Conference: \$600,000

Non-Conference: \$300,000

Professional League: \$150,000

Year 2 (March 1, 2027 – February 29, 2028):

In Conference: \$300,000

Non-Conference: \$150,000

Professional League: \$75,000

**CONSENT
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Year 3 (March 1, 2028 – February 28, 2029):
In Conference: \$300,000
Non-Conference: \$150,000
Professional League: \$75,000

Stacy Collins

Base Compensation: \$360,000 (term from March 1, 2026 through February 29, 2028)

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, 2026 – February 28, 2027):
In Conference: \$360,000
Non-Conference: \$180,000
Professional League: \$90,000
Year 2 (March 1, 2027 – February 29, 2028):
In Conference: \$180,000
Non-Conference: \$90,000
Professional League: \$45,000

Timothy Keane

Base Compensation: \$350,000 (term from March 1, 2026 through February 29, 2028)

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, 2026 – February 28, 2027):
In Conference: \$350,000
Non-Conference: \$175,000
Professional League: \$87,500
Year 2 (March 1, 2027 – February 29, 2028):
In Conference: \$175,000
Non-Conference: \$87,500
Professional League: \$43,750

All Coordinators

Pay for Performance - Athletic:

<u>Regular Season & Non-College Football Playoff ("Non-CFP") Bowl Game:</u>	
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

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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
<i>Maximum Cumulative College Football Playoff Payout</i>	<i>20% of salary</i>

Pay for Performance - Academics:

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

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

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

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

ATTACHMENTS

- Attachment 1 – 2020-2024 APR Summary
- Attachment 2 – Proposed Contract for Nathaniel Potter
- Attachment 3 – Executed Employment Contract for Nathaniel Potter
- Attachment 4 – Potter Maximum Compensation Calculation
- Attachment 5 – Base Salary and Incentive Comparison – Offensive Coordinators
- Attachment 6 – Liquidated Damages Comparison – Offensive Coordinators

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Attachment 7 – Proposed Contract Extension for Erik Chinander
Attachment 8 – Executed Employment Amendment for Erik Chinander
Attachment 9 – Executed Employment Contract for Erik Chinander
Attachment 10 – Chinander Maximum Compensation Calculation
Attachment 11 – Base Salary and Incentive Comparison – Defensive Coordinators
Attachment 12 – Liquidated Damages Comparison – Defensive Coordinators

Attachment 13 – Proposed Contract Extension for Stacy Collins
Attachment 14 – Executed Employment Amendment for Stacy Collins
Attachment 15 – Executed Employment Contract for Stacy Collins
Attachment 16 – Collins Maximum Compensation Calculation
Attachment 17 – Base Salary and Incentive Comparison – Special Teams Coord.
Attachment 18 – Liquidated Damages Comparison – Special Teams Coordinators

Attachment 19 – Proposed Contract Extension for Timothy Keane
Attachment 20 – Executed Employment Amendment for Timothy Keane
Attachment 21 – Executed Employment Contract for Timothy Keane
Attachment 22 – Keane Maximum Compensation Calculation
Attachment 23 – Base Salary and Incentive Comparison – Run Game Coordinator
Attachment 24 – Liquidated Damages Comparison – Run Game Coordinators

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed the proposed employment agreement amendments for Boise State University (BSU) Assistant Football Coaches Nathaniel Potter, Erik Chinander, Stacy Collins, and Timothy Keane and finds the agreements to be consistent with the institution’s standard coaching contract template and in substantial conformance with Board Policy II.H.

The proposed amendments provide compensation adjustments and term extensions intended to support continuity and stability within BSU’s football program following a period of sustained competitive success, including multiple Mountain West Conference championships and participation in the College Football Playoff. The agreements also include updated liquidated damages provisions and performance-based incentive structures tied to athletic and academic achievement.

The proposed compensation and incentive provisions are aligned with market conditions and peer comparisons for similarly situated assistant coaching positions. The updated agreements also continue to emphasize both athletic success and academic performance through the inclusion of cumulative incentive opportunities tied to postseason participation and Academic Progress Rate (“APR”) outcomes.

All compensation associated with these agreements will be funded through BSU athletic department revenues, media distributions, donations, and other non-state funding sources.

CONSENT
JUNE 16-18, 2026

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to enter into employment agreement amendments 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

	2020-21	2021-22	2022-23	2023-24
Football	990	982	976	994
<i>National % Rank by Sport</i>	<i>90-100</i>	<i>70-80</i>	<i>70-80</i>	<i>80-90</i>

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

* 2023-24 APR released May 2025

MULTI-YEAR APR (4-Year Rolling Average)

Football	990	988	982	986
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SINGLE YEAR GRADE POINT AVERAGE (GPA)

	2021-22	2022-23	2023-24	2024-25
Football	3.03	3.08	3.10	3.18

Academic Year

**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 Nathaniel Potter (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 29, 2028.
2. Section 3.1.1.a is amended to increase the annual salary to \$490,000 for the period beginning March 1, 2026.
3. Section 5.4.3 (Termination by Coach for Convenience) remains the same, and pursuant to this extension, the Term ends February 29, 2028. For the sake of clarity and the avoidance of doubt, solely for purposes of Section 5.4.3, the extension of the Agreement effected by this Amendment shall be deemed to commence a new “Term,” and the fourteen (14) month period referenced in Section 5.4.3 shall end on February 28, 2027. Accordingly, if Coach terminates the Agreement for convenience at any time before February 28, 2027, then the liquidated damages provisions contained in Section 5.4.3, including but not limited to the 2X multiplier for an early termination, shall be enforceable, notwithstanding Coach’s prior service under the Agreement before the effective date of this Amendment.
4. All other terms and conditions shall also remain unchanged.

University

Coach

Jeramiah Dickey
Director of Athletics

Nathaniel Potter

Date

Date

Dr. Jeremiah Shinn
Interim President

Date

Approved by the Idaho State Board of Education on the 17th day of June, 2026.

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

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

5.5. Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

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

Coach: Nathaniel Potter
 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.


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 (06/18/2025 18:27 MDT)
Jeramiah Dickey
Director of Athletics
06/18/2025
Date



Nathaniel Potter (06/18/2025 18:25 MDT)
Nathaniel Potter
06/18/2025
Date



Sarah Maslakow (06/27/2025 17:07 MDT)
Dr. Jeremiah Shinn
Interim President
06/27/2025
Date

Approved by the Idaho State Board of Education on the 18th day of June, 2025.

Coach Nathaniel Potter Maximum Compensation Calculation - 2026-2028

		Year 1	Year 2
3.1.1a	Annual Base Salary	\$ 490,000	\$ 490,000
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)	\$ 49,000	\$ 49,000
3.2.1	Additional Pay based on College Football Playoff ("CFP") (max cumulative payout)	\$ 98,000	\$ 98,000
	Total Maximum potential annual compensation under Employment Agreement	\$ 637,000	\$ 637,000

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

Coach	School	Base Salary	Incentives
Nate Potter	Boise State	\$ 490,000.00	See Contract
Pryce Tracy	Colorado State	Unknown	Unknown
Josh Davis	Fresno State	\$ 395,000.00	Unknown
Mitch Dahlen	Oregon State	Unknown	Unknown
Matt Johnson	San Diego State	\$ 275,000.00	<p>The specific performance goals are outlined below.</p> <ul style="list-style-type: none"> a. Mountain West Conference (or successor or substitute conference) Title are eligible to receive a bonus equal to 5% of their then annual base salary. b. Bowl Appearances (non-cumulative)-highest of below <ul style="list-style-type: none"> 1. Non-CFP Bowl—Eight percent (8%) of then- annual base salary. 2. CFP 1st Round Appearance— Fifteen percent (15%) of then-annual base salary. 3. CFP Quarterfinal Appearance—Twenty percent (20%) of then-annual base salary. 4. CFP Semifinal Appearance—Twenty five percent (25%) of then-annual base salary. 5. CFP Final Participant—Thirty percent (30%) of then-annual base salary. 6. CFP National Championship—Thirty five percent (35%) of then-annual base salary. c. Team Cumulative GPA above 3.2--\$1,000 d. Individual student-athlete is named to 1st team All American (AP, AFCA, Walter Camp, Sports Illustrated or USA Today) or receive the Heisman Trophy. Eligible for one award per year. One percent (1%) of then-annual base salary.
Landon Keopple	Texas State	\$ 200,000.00	<p><u>Incentive Payment and Post Season Competition.</u> The Coach may receive compensation for services provided in preparation for and participation in post season competition. The amount of compensation shall be determined considering all relevant factors including but not limited to the football team's overall win/loss record, final standings in the conference, and participation during the bowl game.</p> <ul style="list-style-type: none"> a. In order to be eligible for this incentive payment of one month's gross salary, the football team must win the Sun Belt Conference football regular season championship and have a minimum of six regular season wins and the coach must participate in a coaching position during the bowl game. b. In order to be eligible for this incentive payment of one half of one month's gross salary, the football team must have a minimum of six regular season wins and the coach must participate in a coaching position during the bowl game.
Robert Anae	Utah State	Unknown	Unknown

Salary and Incentive Comparisons
Head XX Coaches in Mountain West Conference

Matt Miller	Washington State	Unknown	Unknown
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**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
Nate Potter	Boise State	2 Years	\$ 490,000.00	Yes	Tied to years in contract	See contract
Pryce Tracy	Colorado State	Unknown	Unknown	Unknown	Unknown	Unknown
Josh Davis	Fresno State	2 years - ending 1/31/27	\$ 395,000.00	Unknown	Unknown	Unknown
Mitch Dahlen	Oregon State	Unknown	Unknown	Unknown	Unknown	Unknown
Matt Johnson	San Diego State	Unknown	\$ 275,000.00	No	None	None
Landon Keopple	Texas State	2 years - ending 3/30/2027	\$ 200,000.00	Yes	Tied to years in contract	<small><u>Resignation.</u> Coach shall have the right to terminate this Contract at any time during this term. If Coach terminates this Contract for any reason other than death, disability, or significant health issue, then the Coach agrees to pay, or cause a subsequent employer to pay, Texas State as liquidated damages an amount equal to 75% of the remaining outstanding annual salary remaining on the Coach's contract within 180 days of resignation. If Coach terminates this Contract due to accepting employment at another institution as a head coach, Section 3.06 shall not be applicable and shall herein be waived.</small>
Robert Anae	Utah State	Unknown	Unknown	Unknown	Unknown	Unknown
Matt Miller	Washington State	Unknown	Unknown	Unknown	Unknown	Unknown

**EMPLOYMENT AGREEMENT
AMENDMENT TWO – EXTENSION**

This Amendment Two 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 certain material provisions contained in the Employment Agreement (as amended) and extend the Employment Agreement between the parties.

1. Section 2.1 is amended to extend the Term by two years; the Term will now terminate on February 28, 2029.
2. Section 3.1.1.a is amended to increase the annual salary to \$600,000 for the period beginning March 1, 2026.
3. Section 5.4.3 (Termination by Coach for Convenience) remains the same, and pursuant to this extension, the Term ends February 28, 2029. For the sake of clarity and the avoidance of doubt, solely for purposes of Section 5.4.3, the extension of the Agreement effected by this Amendment shall be deemed to commence a new “Term,” and the fourteen (14) month period referenced in Section 5.4.3 shall end on February 28, 2027. Accordingly, if Coach terminates the Agreement for convenience at any time before February 28, 2027, then the liquidated damages provisions contained in Section 5.4.3, including but not limited to the 2X multiplier for an early termination, shall be enforceable, notwithstanding Coach’s prior service under the Agreement before the effective date of this Amendment.
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 17th day of June, 2026.


**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 (06/18/2025 18:42 MDT)
Jeramiah Dickey
Director of Athletics
06/18/2025
Date



Erik Chinander (06/18/2025 18:41 MDT)
Erik Chinander
06/18/2025
Date



Sarah Maslakow (06/27/2025 17:07 MDT)
Dr. Jeremiah Shinn
Interim President
06/27/2025
Date

Approved by the Idaho State Board of Education on the 18th 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

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

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

5.5. Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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)



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

Jeramiah Dickey
Director of Athletics

Erik Chinander

06/25/2024

06/25/2024

Date

Date



Dr. Marlene Tromp
President

07/15/2024

Date

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

Coach Erik Chinander Maximum Compensation Calculation - 2026-2029

		Year 1	Year 2	Year 3
3.1.1a	Annual Base Salary	\$ 600,000	\$ 600,000	\$ 600,000
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)	\$ 60,000	\$ 60,000	\$ 60,000
3.2.1	Additional Pay based on College Football Playoff ("CFP") (max cumulative payout)	\$ 120,000	\$ 120,000	\$ 120,000
	Total Maximum potential annual compensation under Employment Agreement	\$ 780,000	\$ 780,000	\$ 780,000

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

Coach	School	Base Salary	Incentives
Erik Chinander	Boise State	\$ 600,000.00	See Contract
Tyson Summers	Colorado State	\$ 600,000.00	Unknown
Nick Benedetto	Fresno State	\$ 425,000.00	Unknown
Mike MacIntyre	Oregon State	Unknown	Unknown
Rob Aurich	San Diego State	\$ 370,752.00	<p>The specific performance goals are outlined below.</p> <ul style="list-style-type: none"> a. Mountain West Conference (or successor or substitute conference) Title are eligible to receive a bonus equal to 5% of their then annual base salary. b. Bowl Appearances (non-cumulative)-highest of below <ul style="list-style-type: none"> 1. Non-CFP Bowl—Eight percent (8%) of then- annual base salary. 2. CFP 1st Round Appearance— Fifteen percent (15%) of then-annual base salary. 3. CFP Quarterfinal Appearance—Twenty percent (20%) of then-annual base salary. 4. CFP Semifinal Appearance—Twenty five percent (25%) of then-annual base salary. 5. CFP Final Participant—Thirty percent (30%) of then-annual base salary. 6. CFP National Championship—Thirty five percent (35%) of then-annual base salary. c. Team Cumulative GPA above 3.2--\$1,000 d. Individual student-athlete is named to 1st team All American (AP, AFCA, Walter Camp, Sports Illustrated or USA Today) or receive the Heisman Trophy. Eligible for one award per year. One percent (1%) of then-annual base salary.
Dexter McCoil Sr.	Texas State	\$ 225,000.00	Unknown
Nick Howell	Utah State	\$ 450,000.00	Unknown
Trent Bray	Washington State	Unknown	Unknown

**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
Erik Chinander	Boise State	3 years	\$ 600,000.00	Yes	Tied to years in contract	See Contract
Tyson Summers	Colorado State	Unknown	\$ 600,000.00	Unknown	Unknown	Unknown
Nick Benedetto	Fresno State	2 years - ending 1/30/2027	\$ 425,000.00	Unknown	Unknown	Unknown
Mike MacIntyre	Oregon State	Unknown	Unknown	Unknown	Unknown	Unknown
Rob Aurich	San Diego State	2 year (ending 2/28/27)	\$ 370,752.00	No	NA	NA
Dexter McCoil Sr.	Texas State	2 year - ending 3/30/2026	\$ 225,000.00	Yes	Tied to years in contract	<small><u>Resignation.</u> Coach shall have the right to terminate this Contract at any time during this term. If Coach terminates this Contract for any reason other than death, disability, or significant health issue, then the Coach agrees to pay, or cause a subsequent employer to pay, Texas State as liquidated damages an amount equal to 75% of the remaining outstanding annual salary remaining on the Coach's contract within 180 days of resignation. If Coach terminates this Contract due to accepting employment at another institution as a head coach, Section 3.06 shall not be applicable and shall herein be waived.</small>
Nick Howell	Utah State	Unknown	\$ 450,000.00	Unknown	Unknown	Unknown

**EMPLOYMENT AGREEMENT
AMENDMENT TWO – EXTENSION**

This Amendment Two amends that certain Employment Agreement (for employment January 12, 2024 - February 28, 2026) approved by the Idaho State Board of Education on June 12, 2024. That Agreement, having been amended by the first Amendment with an increased salary and a revised two-year term, this Amendment Two is made effective as of the date of final signature below by and between Boise State University (University) and Stacy Collins (Coach), contingent upon and subject to approval by the State Board. The following terms and conditions amend certain material provisions contained in the Employment Agreement, as amended, as follows:

1. Section 2.1 is amended to create a new Term; the Term will now begin on January 1, 2026, and terminate on February 29, 2028.
2. Section 3.2.1, in the final two sentences of that section, is amended as follows:

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 the University as an Assistant Football Coach at the 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. Section 5.4.3 (Termination by Coach for Convenience) shall remain unchanged, and pursuant to this Amendment Two, the Term shall begin on January 1, 2026 and end February 29, 2028. For the sake of clarity and the avoidance of doubt, this Amendment commences a new “Term,” and the fourteen (14) month period referenced in Section 5.4.3 shall begin on January 1, 2026 and terminate on February 28, 2027. Accordingly, if Coach terminates the Agreement for convenience at any time before February 28, 2027, then the liquidated damages provisions contained in Section 5.4.3, including but not limited to the 2X multiplier for an early termination, shall be enforceable, notwithstanding Coach’s prior service under the Agreement before the effective date of this Amendment.
4. All other terms and conditions shall also remain unchanged.

University

Coach

Jeremiah Dickey
Director of Athletics

Stacy Collins

Date

Date

Dr. Jeremiah Shinn
Interim President

Date

Approved by the Idaho State Board of Education on the 17th day of June, 2026.


**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 (06/19/2025 10:27 MDT)
Jeramiah Dickey
Director of Athletics
06/19/2025
Date



Stacy Collins (06/19/2025 09:28 MDT)
Stacy Collins
06/19/2025
Date



Sarah Maslakow (06/27/2025 17:06 MDT)
Dr. Jeremiah Shinn
Interim President
06/27/2025
Date

Approved by the Idaho State Board of Education on the 18th day of June, 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:

Collins Contract
2024 to 2026
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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

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.

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


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

University


Coach



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



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

Coach Stacy Collins Maximum Compensation Calculation - 2026-2028

		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 16-18, 2026**

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

Coach	School	Base Salary	Incentives
Stacy Collins	Boise State	\$ 360,000.00	See contract
Kyle Krantz	Colorado State	Unknown	Unknown
John Baxter	Fresno State	\$ 210,000.00	<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 \$17,500.00 per month or \$210,00.00 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>b. Supplemental Compensation. The Fresno State Athletic Corporation will pay to Employee supplemental compensation based upon the criteria set forth below so long as Employee is employed by California, State University, Fresno in the position of Assistant Football Coach: Special Teams Coordinator. The annual bonus determination process will begin at the completion of each fiscal year. The process will continue until all applicable data has been quantified and confirmed but will be paid out no later than November 30th of the following fiscal year. Supplemental compensation is neither reported to CalPERS, nor eligible for inclusion in any Cal PERS retirement calculation.</p> <p>Assistant Football Coach: Special Teams Coordinator acknowledges and agrees that in order to qualify for any bonus under any portion of this Agreement, Assistant Football Coach: Special Teams Coordinator must operate within the (sport) program's established budget parameters and follow normal and accepted departmental and University fiscal policies and procedures, and otherwise comply with Athletics Department, University, Conference and NCAA rules and regulations. More specifically, Assistant Football Coach: Special Teams Coordinator understands that they will not receive any bonuses if the program is determined to be fiscally irresponsible with spending for budget controllable items (team travel, recruiting, meals, temporary help and equipment). Assistant Football Coach: Special Teams Coordinator also understands that they will not receive any bonus(es) under any provision herein if the University, Conference or NCAA concludes or has a reasonable basis to</p>
Ricky Brumfield	Oregon State	Unknown	Unknown
Zac Barton	San Diego State	\$ 315,000.00	Unknown
Tanner Burns	Texas State	\$ 300,000.00	<p><u>Incentive Payment and Post Season Competition.</u> The Coach may receive compensation for services provided in preparation for and participation in post season competition. The amount of compensation shall be determined considering all relevant factors including but not limited to the football team's overall win/loss record, final standings in the conference, and participation during the bowl game.</p> <p>a. In order to be eligible for this incentive payment of one month's gross salary, the football team must win the Sun Belt Conference football regular season championship and have a minimum of six regular season wins and the coach must participate in a coaching position during the bowl game.</p> <p>b. In order to be eligible for this incentive payment of one half of one month's gross salary, the football team must have a minimum of six regular season wins and the coach must participate in a coaching position during the bowl game.</p>
Shane Hunter	Utah State	\$ 300,000.00	Unknown
Derek Sage	Washington State	Unknown	Unknown

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

**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
Stacy Collins	Boise State	2 Years	\$ 360,000.00	Yes	Tied to years in contract	See contract
Kyle Krantz	Colorado State	Unknown	Unknown	Unknown	Unknown	Unknown
John Baxter	Fresno State	1 year - ending 1/31/26	\$ 210,000.00	No	NA	NA
Ricky Brumfield	Oregon State	Unknown	Unknown	Unknown	Unknown	Unknown
Zac Barton	San Diego State	Unknown	\$315,000	Unknown	Unknown	Unknown
Tanner Burns	Texas State	2 years - ending 3/30/27	\$ 300,000.00	Yes	Tied to years in contract	<small><u>Resignation.</u> Coach shall have the right to terminate this Contract at any time during this term. If Coach terminates this Contract for any reason other than death, disability, or significant health issue, then the Coach agrees to pay, or cause a subsequent employer to pay, Texas State as liquidated damages an amount equal to 75% of the remaining outstanding annual salary remaining on the Coach's contract within 180 days of resignation. If Coach terminates this Contract due to accepting employment at another institution or team as a head coach, a primary on-field coaching position in the National Football League, or if Coach terminates this contract after the final game of the 2026-27 season (including any post-season competition, if applicable) Section 3.06 shall not be applicable and shall herein be waived.</small>
Shane Hunter	Utah State	Unknown	\$ 300,000.00	Unknown	Unknown	Unknown
Derek Sage	Washington State	Unknown	Unknown	Unknown	Unknown	Unknown

**EMPLOYMENT AGREEMENT
AMENDMENT TWO – EXTENSION**

This Amendment Two 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 certain material provisions contained in the Employment Agreement (as amended) 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 29, 2028.
2. Section 5.4.3 (Termination by Coach for Convenience) remains the same, and pursuant to this extension, the Term ends February 29, 2028. For the sake of clarity and the avoidance of doubt, solely for purposes of Section 5.4.3, the extension of the Agreement effected by this Amendment shall be deemed to commence a new “Term,” and the fourteen (14) month period referenced in Section 5.4.3 shall end on February 28, 2027. Accordingly, if Coach terminates the Agreement for convenience at any time before February 28, 2027, then the liquidated damages provisions contained in Section 5.4.3, including but not limited to the 2X multiplier for an early termination, shall be enforceable, notwithstanding Coach’s prior service under the Agreement before the effective date of this Amendment.
3. All other terms and conditions shall also remain unchanged.

University

Coach

Jeremiah Dickey
Director of Athletics

Timothy Keane

Date

Date

Dr. Jeremiah Shinn
Interim President

Date

Approved by the Idaho State Board of Education on the 17th day of June, 2026.


**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 (06/19/2025 10:38 MDT)
Jeramiah Dickey
Director of Athletics
06/19/2025
Date



Timothy Keane (06/19/2025 10:37 MDT)
Timothy Keane
06/19/2025
Date



Sarah Maslakow (06/27/2025 17:06 MDT)
Dr. Jeremiah Shinn
Interim President
06/27/2025
Date

Approved by the Idaho State Board of Education on the 18th day of June, 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

Keane Contract
2024 to 2026
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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,

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.

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 (May 30, 2024 12:53 MDT)

Timothy Keane

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

Jeramiah Dickey
Director of Athletics

Timothy Keane

05/30/2024

05/30/2024

Date

Date



Dr. Marlene Tromp (May 30, 2024 11:06 MDT)

Dr. Marlene Tromp
President

07/15/2024

Date

Coach Timothy Keane Maximum Compensation Calculation - 2026-2028

		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

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

Coach	School	Base Salary	Incentives
Tim Keane	Boise State	\$ 350,000.00	See contract
Christian Pace	Colorado State	Unknown	Unknown
Jordan Gigli	Fresno State	\$ 175,000.00	Unknown
Kyle DeVan	Oregon State	Unknown	Unknown
Bill O'Boyle	San Diego State	Unknown	Unknown
Jordan Shoemaker	Texas State	\$ 275,000.00	<p><u>Incentive Payment and Post Season Competition.</u> The Coach may receive compensation for services provided in preparation for and participation in post season competition. The amount of compensation shall be determined considering all relevant factors including but not limited to the football team's overall win/loss record, final standings in the conference, and participation during the bowl game.</p> <p>a. In order to be eligible for this incentive payment of one month's gross salary, the football team must win the Sun Belt Conference football regular season championship and have a minimum of six regular season wins and the coach must participate in a coaching position during the bowl game.</p> <p>b. In order to be eligible for this incentive payment of one half of one month's gross salary, the football team must have a minimum of six regular season wins and the coach must participate in a coaching position during the bowl game.</p>
Mario Acitelli	Utah State	Unknown	Unknown
Derham Cato	Washington State	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
Tim Keane	Boise State	2 Years	\$ 350,000	Yes	Tied to years in contract	See contract
Christian Pace	Colorado State	Unknown	Unknown	Unknown	Unknown	Unknown
Jordan Gigli	Fresno State	Unknown	\$ 175,000	Unknown	Unknown	Unknown
Kyle DeVan	Oregon State	Unknown	Unknown	Unknown	Unknown	Unknown
Bill O'Boyle	San Diego State	Unknown	Unknown	Unknown	Unknown	Unknown
Jordan Shoemaker	Texas State	2.5 years - ending 3/31/27	\$ 275,000	Yes	Tied to years in contract	<u>Resignation</u> . Coach shall have the right to terminate this Contract at any time during this term. If Coach terminates this Contract for any reason other than death, disability, or significant health issue, then the Coach agrees to pay, or cause a subsequent employer to pay, Texas State as liquidated damages an amount equal to 75% of the remaining outstanding annual salary remaining on the Coach's contract within 180 days of resignation. If Coach terminates this Contract due to accepting employment at another institution as a head coach, Section 3.06 shall not be applicable and shall herein be waived.
Mario Acitelli	Utah State	Unknown	\$ 300,000	Unknown	Unknown	Unknown
Derham Cato	Washington State	Unknown	Unknown	Unknown	Unknown	Unknown

CONSENT
JUNE 16-18, 2026

SUBJECT

Idaho State University – Network Infrastructure Replacement Financing Agreement

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University's network edge equipment is approaching the end of its functional lifecycle. Starting in December 2026, the equipment that controls and manages ISU WIFI, along with critical distribution equipment, will no longer receive critical security updates. Furthermore, some of the distribution switching hardware is now nine years old; several units are already experiencing component failure and are nearing official end-of-support status. When these fail, it leads to network failure and can negatively impact research and the reliability and availability of critical campus systems. Not updating the equipment that will no longer receive security patches can lead to sensitive data being exposed to cyber threats that we will have limited ability to block.

Replacing this infrastructure equipment piecemeal, including essential licensing, maintenance and support over the life of the equipment, is estimated to cost \$9M, \$6 million in FY27, and then \$3+ million in FY28. Given the rapidly rising costs of enterprise technology, this could be even higher in FY28.

To mitigate these costs and address the immediate security risk, the university has explored comprehensive financing and bundling options. By bundling the equipment, support, and maintenance, with some key security tools we already use, we can reduce the total cost to just under \$8.4M and amortize it over 7-years.

ISU is purchasing Cisco products and equipment off of the Idaho Division of Purchasing statewide contract ID, NASPO, AR3227 #PADD20210672. ISU requests approval from the Board to enter a 7-year 0% financing agreement with Cisco to finance the replacement of the core and campus switching hardware, software maintenance and support, and key security pieces as an all-inclusive agreement for \$8.4M.

IMPACT

By securing a financing proposal at 0% interest, and with the amortization of the total \$8.4M cost over seven years, we will realize several key advantages:

Budget Stabilization: Spreading the cost flattens our annual capital budget, providing predictable year-over-year expenditures.

Cost Efficiency: Bundling the hardware into a single package reduces the overall purchase price and allows for the inclusion of two existing software tools at no additional cost.

CONSENT
JUNE 16-18, 2026

Operational Continuity: Replacing failing components now prevents unplanned outages that would disrupt campus operations and academic delivery.

Strategic Continuity: This solution was selected because our technical team is already fully certified and highly proficient in supporting this specific ecosystem. Other explored options did not offer enough savings to justify the high cost of staff retraining or the significant risk of network disruptions that often accompany a migration to an unknown vendor.

Risk Mitigation: The agreement enables immediate deployment, ensuring our network remains functional and protected by the latest security protocols.

ATTACHMENTS:

Attachment 1 – Proposed Contract

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed Idaho State University’s (ISU) request to enter into a 7-year financing agreement with Cisco Systems for replacement of critical network infrastructure equipment and related software, maintenance, and security tools.

The proposed agreement provides for financing of approximately \$8.4M at 0% interest over seven (7) years, with annual payments of approximately \$1.2M. The agreement includes hardware, software, maintenance, and support services procured through the Idaho Division of Purchasing.

ISU’s attached agreement with Cisco contains standard provisions related to annual appropriation, non-appropriation termination rights, default remedies, and a security interest in the financed equipment. This investment by ISU will mitigate significant operational and cybersecurity risks associated with ISU’s aging network infrastructure while providing the institution with a stable and predictable long-term funding structure.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to enter a 7-year 0% financing agreement with Cisco to finance the replacement of the core and campus switching hardware, software maintenance and support, and key security pieces as an all-inclusive agreement for \$8.4M.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



May 18,2026

IDAHO STATE UNIVERSITY
921 SOUTH 8TH AVENUE
POCATELLO, ID 83202

Dear Valued Customer:

Enclosed is the Cisco Systems Capital Corporation financing document package. Please have the appropriate person(s) review, sign and initial where appropriate.

Attached is the Signing Certificate to add any authorized signers.

To expedite processing, scanned copies can be sent to the email address below. Billing will not commence nor payments to the vendors made until the **executed original documents** are returned to Cisco Systems Capital Corporation. For your convenience, our FedEx Account number is 162996177.

Attn: Greg Horvath
Cisco Systems Capital Corporation
7100-8 Kit Creek Road
PO BOX 14987
Research Triangle Park, NC 27709-4987

If any individual other than those listed above will be signing the financing documents, please request a blank Customer Signing Certificate to complete.

If your organization is exempt from sales and use tax, please provide a copy of your current exemption certificate for our records. In addition, if you would like us to include a Purchase Order number on corresponding invoices, please send a copy of the PO to my email address below.

Please let me know if anything in this package needs to be updated. Thank you for choosing Cisco Systems Capital Corporation. We appreciate your business!

Regards,

Joan Smith

Joan Smith
Customer Contract Manager
Cisco Systems Capital Corporation
E-Mail: joansmit@cisco.com



PAYMENT AGREEMENT (SLED)

This Payment Agreement (SLED), which incorporates the attached [Appendix 1](#) (collectively, this “**Agreement**”) is entered into by Cisco Systems Capital Corporation (“**Capital**”), a Nevada corporation, having its principal place of business at 170 West Tasman Drive, San Jose, California, 95134, and Idaho State University (“**Customer**”), a public higher education institution, having its principal place of business at 921 South 8th Ave, Pocatello, Idaho 83202, and is effective as of the date of last signature below. Capitalized terms not otherwise defined in this Agreement are defined in Section 19 (Definitions).

1. Purpose

This Agreement contains the terms and conditions under which Capital may extend to Customer, and Customer may accept from Capital, a payment solution for the purchase of the Products and/or Soft Cost Items described in [Appendix 1](#).

2. Term

The Term of this Agreement will commence on the Commencement Date and will terminate upon payment of all Payments and other amounts due hereunder, unless terminated sooner pursuant to the terms of this Agreement.

3. Funding; Disbursements

Capital will have no obligation to fund under this Agreement unless each of the following conditions has been fully satisfied or confirmed on or before the Expiration Date: (a) the Transaction Documents have been duly executed by Customer and delivered to Capital, (b) an opinion of counsel, if required by Capital, has been executed and delivered, (c) Capital has received the Vendor Invoice(s) for the Products from Vendor, (d) Capital has received (i) a Disbursement Request, or (ii) if funding will occur through an escrow or trust, a fully executed copy of the escrow agreement or trust agreement and all documents required thereunder, (e) any special conditions specified in this Agreement have been satisfied or confirmed, and (f) no Credit Event has occurred (as determined by Capital in its sole and absolute discretion). If the foregoing conditions are fully satisfied, then Capital will pay the Vendor the Total Cost. If any of the foregoing conditions are not satisfied, then Capital will have no obligation to fund the purchase of the Products and Customer will be solely responsible to Vendor for all obligations arising under the Purchase Documents, including, without limitation, the obligation to pay for the Products. Upon written request from Customer, Capital may, in its sole and absolute discretion, extend the Expiration Date (and, if necessary, the Commencement Date) in a written notice delivered to Customer by no later than the original Expiration Date.

4. Payments

Customer agrees to make each Payment in the amount and manner specified in this Agreement, without notice or demand, as each Payment becomes due and payable. All Periodic Payments are exclusive of any Taxes, unless otherwise specified. Capital may charge Customer a Late Fee on any Payment not made when due for the period during which it remains overdue (including during any applicable grace period).

5. Taxes

Customer will pay when due directly to Vendor (or, if financed under this Agreement, by reimbursement to Capital), all Taxes (other than those measured by Capital’s net income) applicable to Customer’s purchase of the Products, the Payments, or otherwise payable in connection with this Agreement. To the extent permitted by law, Customer indemnifies and holds Capital harmless from, any obligation, claim or demand to pay any such Taxes (except to the extent financed under this Agreement). The “Total Cost” in [Appendix 1](#) does not include any Taxes, unless otherwise stated.

6. Selection; Authorization to Order

Customer has, based upon its own judgment, independently selected the Products and/or Soft Cost Items, and, by its execution of this Agreement represents, warrants, and acknowledges that: (i) as to any Products, Customer has reviewed, approved and agreed to be bound by any related Purchase Documents, License Agreements, and Services terms; (ii) even if the Vendor is affiliated with Capital, Capital will not be considered to have made any statement, representation, warranty, or promise made by Vendor; and (iii) neither Vendor nor Capital will be considered to be an agent of the other. Customer agrees to be bound by any purchase order placed (or released) by Capital on Customer’s behalf, to the extent requested by Customer to facilitate the payment solution specified in this Agreement, and irrevocably authorizes Capital to submit the same to Vendor for such Products and any Soft Cost Items on Customer’s behalf.

7. Non-Cancelable Agreement; Unconditional Payment

ONCE THE TERM HAS BEGUN, SUBJECT TO SECTION 11 BELOW, THIS AGREEMENT WILL BE NON-CANCELABLE. SUBJECT TO SECTION 11 BELOW, CUSTOMER AGREES THAT IT HAS AN ABSOLUTE AND UNCONDITIONAL OBLIGATION TO PAY ALL PAYMENTS WHEN DUE UNDER THIS AGREEMENT. CUSTOMER MAY NOT ABATE OR REDUCE ANY PAYMENTS DUE OR SET OFF ANY CHARGE AGAINST ANY PAYMENT. CUSTOMER HEREBY WAIVES ANY RECOUPMENT, CROSS-CLAIM, COUNTERCLAIM, OR ANY OTHER DEFENSE AT LAW OR IN EQUITY TO ANY PAYMENT DUE UNDER THIS AGREEMENT, WHETHER ANY SUCH DEFENSE ARISES OUT OF THIS AGREEMENT OR OTHERWISE. IF ANY PRODUCTS ARE NOT PROPERLY INSTALLED, DO NOT OPERATE OR INTEGRATE AS REPRESENTED OR WARRANTED BY VENDOR, OR ARE UNSATISFACTORY FOR ANY REASON WHATSOEVER, CUSTOMER WILL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST VENDOR AND CUSTOMER WILL NEVERTHELESS PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT.

8. Disclaimers

This Agreement conveys no explicit or implicit license for the use of Software or other intellectual property, and such license rights, to the extent they exist, are contained in separate license documentation entered into between Customer and Vendor. **AS BETWEEN CUSTOMER AND CAPITAL, CUSTOMER ACCEPTS THE PRODUCTS “AS IS, WHERE IS”. CAPITAL MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PERFORMANCE, DESIGN, OR CONDITION OF THE PRODUCTS, OR INTELLECTUAL PROPERTY RIGHTS (INCLUDING ANY PATENT, COPYRIGHT, OR TRADEMARK RIGHTS, OF ANY THIRD PARTY, WHETHER RELATING TO INFRINGEMENT OR OTHERWISE) RELATING TO THE PRODUCTS. CAPITAL WILL HAVE NO LIABILITY TO CUSTOMER, OR ITS CUSTOMERS, OR ANY OTHER PERSONS, FOR ANY DAMAGES AT LAW OR IN EQUITY, ARISING OUT OF THIS AGREEMENT, CONCERNING ANY PRODUCTS, INCLUDING DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY.** Notwithstanding the foregoing, nothing in this Agreement will affect Customer’s rights against persons other than Capital, or Capital’s liability to Customer, in a separate action at law, for direct damages solely to the extent arising from Capital’s breach of its express obligations under this Agreement. Capital makes no representation as to the treatment of this Agreement for tax or accounting purposes.

9. Representations, Warranties, and Covenants of Customer

Customer represents, warrants, and covenants to Capital, as of the date of this Agreement and the Commencement Date, that:

- (a) Customer is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its State of organization, with full power and authority to enter into the Transaction Documents and perform all of its obligations under such Transaction Documents;
- (b) the Transaction Documents have been duly authorized, authenticated, and delivered by Customer by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of such Transaction Documents against Customer;
- (c) no other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Customer of the Transaction Documents and the transactions contemplated thereby;
- (d) Customer has complied with such public bidding requirements and other state, local and federal laws as may be applicable to the Transaction Documents and the acquisition by Customer of the Products;
- (e) Customer’s acquisition of the Products is necessary, useful and/or appropriate to one or more governmental purposes of Customer;
- (f) the Products will at all times be used by Customer for the purpose of performing essential governmental functions;
- (g) the acquisition and financing of the Products is necessary for the proper, efficient and economic operation of Customer and/or the services it provides to the citizens of its State, and consistent with the permissible scope of the Customer’s authority;
- (h) Customer expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the Term;
- (i) Customer has, in accordance with the requirements of applicable law, fully budgeted and appropriated sufficient funds to make all Payments and to perform its other obligations under this Agreement and the other Transaction Documents during the applicable Fiscal Period(s), and such funds have not been expended for other purposes;
- (j) neither the execution and delivery of any Transaction Document, nor the fulfillment of or compliance with the terms and conditions of any Transaction Document, nor the consummation of any of the transactions contemplated thereby, will conflict with, constitute a breach of, or default under the rules of procedure of Customer, or any constitutional or statutory provision, or any order, rule, regulation, decree or ordinance of any court, government or governmental body to which Customer, any of the Products or any of Customer’s other properties are subject; and
- (k) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the Customer’s knowledge, threatened against Customer, wherein an unfavorable ruling or finding would adversely affect the validity or enforceability of any Transaction Document.

10. Appropriation

Customer intends to continue this Agreement for the applicable Term, and to make all Payments due under this Agreement. To the extent permitted by law, Customer covenants to include all Payments due (or to become due) under this Agreement for the applicable Fiscal Period during the Term in each relevant preliminary annual budget for submission to the governing body of Customer. Customer reasonably believes that legally available funds in an amount sufficient to make all Payments during the Term of this Agreement have been (or will be) obtained, and agrees to do all things lawfully within its power to obtain and maintain funds from which the Payments due may be paid.

11. Non-Appropriation

The term of this Agreement will consist of annual one-year terms, each automatically expiring on the last day of each Fiscal Period, unless, prior to the end of such Fiscal Period, Customer appropriates funds sufficient to pay Payments due during the next Fiscal Period. Notwithstanding any provision to the contrary herein, Customer may terminate this Agreement in whole, but not in part, if (a) sufficient funds were not appropriated and budgeted by Customer’s governing body or will not otherwise be available to continue this Agreement beyond the current Fiscal Period; and (b) Customer has exhausted all funds legally available for payment of the Payments due under this Agreement beyond the current Fiscal Period (collectively, an “**Event of Non-Appropriation**”). Upon such termination of this Agreement, Customer’s obligations under this Agreement, and any interest of Customer in the Products covered by this Agreement, will immediately cease; provided, however, that if, upon such termination, Customer continues to use any Software or receive any Services or other benefits constituting any such Soft Cost Items, such termination will

nevertheless be effective but Customer will be responsible for the payment of damages to Capital in an amount equal to the portion of any Payment thereafter coming due that is attributable to the number of days after such termination during which Customer continues to use such Software or receive such Services or other benefits of any such Soft Cost Items, and for any other losses suffered by Capital as a result of Customer's continued use such Software or receipt of such Services or other benefits of any such Soft Cost Items. Notwithstanding the foregoing, Customer agrees that, without creating a pledge, lien or encumbrance upon funds available to Customer in other than its current Fiscal Period, and to the extent permitted by law, it will use its best efforts to duly make budget requests for each Fiscal Period during the Term of this Agreement for adequate funds to meet its payment obligations and to continue this Agreement in full force and effect.

12. Non-Substitution

For a period of ninety (90) days following the date of termination of this Agreement by Customer due to the occurrence of an Event of Non-Appropriation, Customer, to the extent permitted by law, will not purchase, lease, or rent other property to be used to perform the same or similar function(s) as those performed by the Products covered by this Agreement, except when necessary for public health, safety, and welfare, as determined by a declaration of emergency made by the governing body of Customer or the highest elected official of Customer.

13. No Indebtedness Limitation

Capital and Customer intend that the obligation of Customer to make any Payment due under this Agreement constitutes a current expense of Customer and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Customer's current Fiscal Period.

14. Events of Default

The occurrence of any of the following will constitute an "Event of Default" under this Agreement: (a) Customer fails to pay any amount due under this Agreement within five (5) days after it becomes due and payable; (b) any representation or warranty of Customer made in this Agreement, any other Transaction Document, or any ancillary document delivered by Customer to Capital in connection with this Agreement proves to have been false or misleading when made; (c) Customer fails to perform any other obligation, covenant, condition, or agreement made by it under this Agreement or any other Transaction Document, and such failure continues for twenty (20) days; (d) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings are instituted by or against Customer of this Agreement; (e) Customer defaults under any other agreement with Capital; (f) Customer dissolves or otherwise terminates its existence, ceases to do business or becomes insolvent, or fails generally to pay its debts as they become due; (g) Customer merges or consolidates with any other entity, or sells, leases, or disposes of all or substantially all of its assets without the prior written consent of Capital, which consent will not be unreasonably withheld; or (h) any change occurs in relation to Customer's business, management, ownership, or financial condition that would have a material adverse effect on Customer's ability to perform its obligations under this Agreement.

15. Remedies

If an Event of Default occurs, Capital may exercise any one or more of the following remedies: (a) terminate this Agreement; (b) declare all amounts due and to become due under this Agreement during the current Fiscal Period immediately due and payable; (c) proceed by court action to enforce performance by Customer of this Agreement and/or to recover all damages and expenses suffered by Capital as a consequence of such Event of Default, including, where applicable, any loss of anticipated tax benefits; (d) take possession of, or render unusable, any Hardware and other Collateral wherever located, without notice or process of law (and such action will not constitute a cancellation or termination of this Agreement); (e) require Customer to assemble such Hardware and other Collateral and deliver it to Capital at a location designated by Capital; (f) sell or lease any or all of the Hardware and other Collateral, through public or private sale or lease transactions, and apply the Net Proceeds thereof to Customer's obligations under this Agreement (with Customer remaining liable for any resulting deficiency); (g) to the extent Software or Services are included as Soft Cost Items under this Agreement, Capital may, after giving prior sixty (60) days written notice to Customer, exercise its Soft Cost Remedies; (h) by written notice to any escrow agent who is holding proceeds of this Agreement, instruct such escrow agent to release all such proceeds and any earnings thereon to Capital, such sums to be credited to payment of Customer's obligations under this Agreement; or (i) exercise any other right or remedy available at law or in equity. The foregoing remedies are cumulative in nature and are intended only to make Capital whole (as if no Event of Default occurred) and not to penalize Customer or allow Capital duplicative remedies.

16. Assignment

Capital may pledge, transfer, or otherwise assign any or all of Capital's interest in this Agreement, Products or Soft Cost Item without prior notice to or consent by Customer. Any assignee of Capital will have all of the rights, but none of the obligations of Capital under this Agreement with such obligations remaining with Capital (unless otherwise provided in the applicable assignment). After its receipt of notice of any such assignment, Customer will pay all Payments and other amounts due as directed in such notice. **Customer waives and agrees that it will not assert against any assignee any claim, defense, counterclaim, or offset that Customer may have against Capital or any preceding assignee.** Customer acknowledges that any assignment by Capital will not materially change Customer's duties or obligations or increase its risks or burdens under this Agreement. Customer may only assign or transfer any of its rights, duties, or obligations in this Agreement, after obtaining the prior written consent of Capital, which, if given, may be subject to conditions.

17. Hardware Related Provisions

17.1 Use; Maintenance; Inspection. Customer will use the Hardware in a manner consistent with the manufacturer's recommendations and instructions and all applicable laws and regulations. Customer will, at its expense, keep all Hardware in good repair, condition, and working order (ordinary wear and tear excepted). Customer will ensure that the Hardware is covered by a maintenance agreement, to the extent available, with the manufacturer of the Hardware or other party reasonably acceptable to Capital. Capital may inspect the Hardware at reasonable times, upon reasonable notice, and in compliance with Customer's standard and reasonable security regulations.

17.2 Reserved.

17.3 Ownership. Customer is the sole owner of the Hardware and has sole title to it. Customer acknowledges and represents that the Hardware will be and remain personal property, notwithstanding the manner it may be attached or affixed to realty. Customer will not lend, pledge,

lease, sublease, or allow any third party to have an enforceable right in or to the Hardware or permit to exist any security interest, lien, or encumbrance with respect to any of the Hardware. Customer will give Capital immediate written notice of any attachment or judicial process affecting any item of Hardware. Customer will ensure that the Hardware remains within the United States.

- 17.4 **Security Interest.** As security for the payment and performance in full when due (whether on the stated payment dates, by acceleration or otherwise) of all payment and other obligations of Customer under this Agreement, Customer hereby (a) grants Capital a continuing first priority purchase money security interest in all of Customer's right, title, and interest in and to all of the Products and all proceeds thereof (collectively, the "**Collateral**"); and (b) irrevocably authorizes Capital to file financing statements to give public notice of Capital's interest in the Collateral. By its execution of this Agreement, Customer ratifies and approves any filing by Capital of any initial financing statements or amendments thereto if filed prior to the date of this Agreement. Customer will promptly (and, in any event, within five (5) calendar days of such change) notify Capital, in writing and in reasonable detail, of any change in Customer's legal name, jurisdiction of organization, chief executive office, or registered office.
- 17.5 **Chattel Paper.** The original of this Agreement will constitute chattel paper for purposes of the Uniform Commercial Code ("**UCC**"). If there exist multiple originals, the one marked "Original Copy" or words of similar import, will be the only chattel paper. To the extent this Agreement is executed via Electronic Execution, it will constitute "chattel paper" or "electronic chattel paper" and authoritative copies under Article 9 of UCC and a Transferable Record under the 1999 Uniform Electronic Transactions Act, or the equivalent under applicable state law.
- 18. Miscellaneous**
- 18.1 **Notices.** Any notice, request, demand, consent, or other communication provided for or permitted in relation to this Agreement (a) must be in writing and delivered to such party at its address, or received by the party at an email address, specified in Appendix 1, and (b) will be considered effective (i) upon delivery, if personally delivered, (ii) the next day, if sent by overnight mail, (iii) three (3) business days after deposit, postage prepaid, if mailed, or (iv) the same day receipt is acknowledged, if sent by e-mail. Capital may deliver notices to Customer under this Agreement via email, regular mail, overnight mail or personal delivery.
- 18.2 **Disclosure.** Customer acknowledges that Capital may disclose to a third party information about this Agreement, Customer, or the Products and/or Soft Cost Items for administration, regulatory compliance, fraud prevention, credit and risk assessment, financing or syndication purposes, or to facilitate Vendor's processing of an order for the Products and/or Soft Cost Items on behalf of Customer.
- 18.3 **Continuing Disclosure.** Capital acknowledges that, in connection with Customer's compliance with any continuing disclosure undertakings (each, a "**Continuing Disclosure Agreement**") entered into by Customer pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "**Rule**"), Customer may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("**EMMA**"), notice of its incurrence of its obligations under this Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, in each case including a description of the material terms thereof (each such notice, an "**EMMA Notice**"). Customer will not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Capital: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Customer acknowledges and agrees that Capital is not responsible in connection with any EMMA Notice relating to this Agreement for Customer's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.
- 18.4 **Rights and Remedies.** Failure or delay on the part of Capital in exercising any right or remedy under this Agreement will not operate as a waiver.
- 18.5 **Interpretation.** The captions and headings contained in this Agreement are for convenience only and will not affect the interpretation of this Agreement. In this Agreement, the word "including" is not limiting, "person" includes individuals, corporations, and other legal persons and entities, and the singular includes the plural and vice versa. Unless a contrary indication appears, a reference to any document is a reference to that document as amended, novated, supplemented, extended, or restated from time to time.
- 18.6 **Severability.** If any term in this Agreement is invalid or unenforceable, then the rest of the terms will continue with full force and effect to the extent possible.
- 18.7 **Survival.** All representations, warranties, and covenants made by Customer hereunder will survive the termination of this Agreement and will remain in full force and effect. All obligations of Customer to indemnify Capital, to the extent permitted by law, will survive the cancellation or termination of this Agreement and be enforceable by Capital and Capital's successors and assigns.
- 18.8 **Reports, Etc.** Customer will provide Capital with the following notices, reports and other materials, in writing within the respective time periods specified therein: (a) notice of any anticipated occurrence of an Event of Non-Appropriation with respect to this Agreement, if practical, within sixty (60) days prior to such occurrence; (b) proof of appropriation by Customer's governing body with respect to Customer's Payment obligations under this Agreement for the next succeeding Fiscal Period, in a form reasonably acceptable to Capital, within sixty (60) days prior to the last day of the Fiscal Period; and (c) any other documents or reports required or otherwise reasonably requested by Capital (including, without limitation, affidavits, secretary's or clerk's certificates, essential use certificates, and opinions of counsel, in substantially such form as provided to Customer by Capital and otherwise satisfactory to Capital).
- 18.9 **Opinion of Counsel.** If required by Capital (as specified in Appendix 1), Customer, at its sole cost and expense, will deliver to Capital, the opinion of its legal counsel substantially in the form attached as Exhibit A hereto.
- 18.10 **Financial Statements.** If not publicly available, Customer will promptly furnish to Capital such financial or other statements regarding the condition and operations of Customer, as Capital may from time-to-time reasonably request.

- 18.11 **Customer-Capital Purchase Order.** Customer agrees that any “purchase order” issued by Customer to Capital in relation to any Products and/or Soft Cost Items will be issued for Customer’s internal use only for the purpose of authorizing Customer’s payments to Capital under this Agreement, and none of its terms and conditions will modify or affect the terms of this Agreement.
- 18.12 **No Third-Party Beneficiaries.** Except in the event of a permitted assignment, these terms do not grant any right or cause of action to any third party.
- 18.13 **Anti-Money Laundering.** Customer will provide Capital with such information as Capital may require, so that Capital may comply with its obligations under any applicable anti-money laundering and counter terrorism financing laws and regulations.
- 18.14 **Maximum Rate.** If for any reason Capital is deemed under applicable law to have contracted for, charged, or received any consideration constituting interest in excess of the highest lawful rate, then any such excess will be deemed to have been cancelled automatically and, if previously paid by Customer, will at Capital’s option be applied to the principal amount outstanding under this Agreement or be refunded to Customer.
- 18.15 **Further Assurances.** Customer agrees to promptly execute and deliver to Capital such further documents and take such further action as Capital may require to carry out the intent and purpose of this Agreement.
- 18.16 **Performance of Customer’s Obligations.** Upon Customer’s failure to perform any of its obligations under this Agreement, Capital may procure the performance of such obligations and recover the related expenses incurred by Capital from Customer on demand.
- 18.17 **Execution; Counterparts.** The parties may execute the Transaction Documents by Electronic Execution or manually, and may do so in counterparts, and when so executed each counterpart will be deemed to be an original, and such counterparts together will constitute one and the same instrument. Each individual signatory of the Transaction Documents will be authorized to do so on behalf of his or her respective party and binds the party to such Transaction Documents. A scan of an original signature on the Transaction Documents delivered by reliable electronic means (such as by facsimile transmission or a “.pdf” file by email) will be deemed to be as effective for all purposes as delivery of a manually executed copy of such Transaction Documents. Only one electronic record will be created as the authoritative copy and the same will at all times be deemed to be controlled by Capital or its assignee. Capital will maintain the sole “original” version of this Agreement (whether in electronic or other tangible form). The parties waive any defense to the validity or enforceability of the Transaction Documents related to the use of Electronic Execution.
- 18.18 **Entire Agreement.** This Agreement, together with the other Transaction Documents, will constitute the entire agreement between Capital and Customer with respect to this subject matter and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to such matters. Except as otherwise provided in such Transaction Document, any amendment of, or modification to, any provision of any Transaction Document will not bind either party unless it is set forth in writing and executed by both parties.
- 18.19 **Governing Law; Waiver of Jury Trial.** The parties agree this Agreement and all Transaction Documents will be governed in all respects by the internal laws of the State, without regard to its principles of conflicts of laws. Customer hereby consents to personal jurisdiction and venue in the courts of the State in any action or proceeding with respect to any Transaction Document or Products. TO THE FULLEST THE EXTENT ALLOWED BY APPLICABLE LAW, CAPITAL AND CUSTOMER EACH HEREBY UNCONDITIONALLY WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR ANY OF THE TRANSACTION DOCUMENTS, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN CUSTOMER AND CAPITAL RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN CAPITAL AND CUSTOMER HEREUNDER. THE SCOPE OF THE FOREGOING WAIVER IS INTENDED TO BE ALL ENCOMPASSING WITH RESPECT TO ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). SUCH WAIVER IS IRREVOCABLE AND MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND WILL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR ANY OF THE TRANSACTION DOCUMENTS, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS AGREEMENT OR ANY RELATED TRANSACTION. IN THE EVENT OF LITIGATION, THIS AGREEMENT AND ANY TRANSACTION DOCUMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.
- 18.20 **Certifications.** Customer is prohibited by state law from entering into certain contractual agreements. Capital hereby certifies that: (i) it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control; or a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code; and (ii) it is not currently owned or operated by the People’s Republic of China and will not for the duration of the Agreement be owned or operated by the People’s Republic of China; and (iii) it is not an abortion provider or an affiliate of an abortion provider under the No Public Funds for Abortion Act. The terms in this paragraph defined in Idaho Code Section 67-2346, Section 67-2347A, Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein. This certification is made solely to comply with the Idaho statutes referenced herein.

19. Definitions

“**Commencement Date**” means the date specified as the “Commencement Date” in [Appendix 1](#).

“**Credit Event**” means, as of any date: (i) Customer fails to satisfy Capital’s then current credit approval standards, policies, or practices, (ii) the occurrence of any change in global or national political conditions or general economic or market conditions which adversely affect the jurisdiction and/or the industry in which the Customer operates, or (iii) the occurrence of any Event of Default or any event or condition that, with notice or the passage of time, or both, would constitute an Event of Default.

“**Disbursement Request**” means, if applicable, the Request for Disbursement and Authorization to Pay in the form attached as Exhibit B.

“**Electronic Execution**” means the execution of any or all the Transaction Documents by a party thereto by any electronic means.

“**Event of Default**” has the meaning given to it in Section 14 (Events of Default).

“**Expiration Date**” means the date on which Capital’s credit and pricing approvals for the transaction contemplated by this Agreement will expire if, for whatever reason, it has not already been funded by Capital. Unless an earlier date is specified in [Appendix 1](#), the Expiration Date will be the date that is 120 days from the effective date of this Agreement specified in the preamble above.

“**First Fiscal Period**” means the period specified as the “First Fiscal Period” in [Appendix 1](#).

“**Fiscal Period**” means the period specified as the “Fiscal Period” in [Appendix 1](#).

“**Hardware**” means any items of equipment listed in [Appendix 1](#), together with all parts, substitutions, replacements, additions, and accessions thereto.

“**Indirect Tax**” means value added tax, turnover tax, distribution tax, transfer tax, property tax, goods and services taxes, sales and use taxes, customs and other import or export duty or excise duty (including any customs duties, anti-dumping duties, and countervailing duties).

“**Late Fee**” means the amount to be charged on any overdue Payment for the period during which it is overdue, calculated based on the rate specified in [Appendix 1](#).

“**License Agreement**” means any license agreement or other document granting the Customer the right to use Software.

“**Net Proceeds**” means the proceeds Capital received after deducting: (i) all costs and expenses (including reasonable attorneys’ fees) incurred by Capital in retaking possession of, and removing, storing, repairing, refurbishing, and selling or re-leasing such Hardware, and enforcing any obligations of Customer hereunder; and (ii) interest on any overdue payment, for the period of time during which it is overdue, at a rate equal to the Late Fee.

“**Payment**” means each Periodic Payment and all other amounts payable under this Agreement.

“**Payment Period**” means the period for which a Periodic Payment is due and payable.

“**Periodic Payment**” means the amount due and payable each Payment Period.

“**Products**” means the Hardware, Software and/or Services listed in [Appendix 1](#).

“**Purchase Documents**” means any purchase order, contract, bill of sale, license agreement, invoice and/or other documents entered into with or issued by or to any Vendor relating to the procurement of Products and/or Soft Cost Items by Customer.

“**Services**” means any maintenance and/or other services listed in [Appendix 1](#).

“**Soft Cost Items**” means any costs related to Software, Services, Taxes, and/or any other one-time charges or related expenses funded by Capital as listed in [Appendix 1](#).

“**Soft Cost Remedies**” means remedies related to Software and/or Services whereby Capital may deliver a notice instructing the applicable Vendor of such Software and/or Services to (and such Vendor may, without any liability to Customer) immediately cancel, terminate, suspend, or rescind such Software and/or Services, as applicable, whereupon Customer’s rights to such Software and/or Services will immediately be cancelled, terminated, suspended, and/or rescinded, as applicable.

“**Software**” means any software license listed in [Appendix 1](#).

“**State**” means the state or commonwealth in which Customer is located.

“**Taxes**” means all present and future taxes, levies, imposts, duties, assessments, fees, stamp, registration or license fees or other documentary duty, deductions, withholdings, or charges of any nature whatsoever, however designated, including, any Indirect Tax, or other similar amounts imposed or assessed by any governmental body, taxing or fiscal authority or agency together with interest thereon and penalties in respect thereof.

“**Term**” means the period specified as the “Term” in [Appendix 1](#).

“**Total Cost**” means (a) as to any Hardware, the total acquisition cost for the Hardware as set forth in the applicable Purchase Documents, and (b) as to any Soft Cost Items, the total amount of the Soft Cost Items, all as specified in [Appendix 1](#).

“**Transaction Documents**” means this Agreement and each of the other documents, certificates and agreements executed by Customer or required by Capital in connection therewith (including but not limited to, acceptance certificate(s), opinion(s) of counsel, incumbency certificate(s), and escrow and trust agreement(s)).

“**Vendor**” means the seller, manufacturer, licensor, supplier, or provider of Products and/or Soft Cost Items specified in [Appendix 1](#).

“**Vendor Invoice**” means Vendor’s invoice for the Products and/or Soft Cost Items covered by [Appendix 1](#), which invoice must be final, accurate and complete, and include a description and serial numbers of Hardware and a list of the Software and Services and other Soft Cost Items (if

**CONSENT
JUNE 16-18, 2026**

ATTACHMENT 1

Vendor ordinarily provides such information on its invoices), or reference to Customer's purchase order number, the Total Cost of such Products and/or Soft Cost Items, and such other information as Capital may reasonably require.

CUSTOMER, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. EACH PERSON SIGNING BELOW ON BEHALF OF CUSTOMER REPRESENTS AND WARRANTS THAT SUCH PERSON IS AUTHORIZED TO EXECUTE AND DELIVER THIS AGREEMENT ON BEHALF OF CUSTOMER.

CISCO SYSTEMS CAPITAL CORPORATION

IDAHO STATE UNIVERSITY

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix 1 to Payment Agreement No. 001-0006449

1. Payment Terms

Description of Products and/or Soft Cost Items:	Hardware:	\$8,134,622.78
	Software:	\$7,838.37
	Services:	\$232,232.10
	Other Soft Cost Items:	\$0.00
	Total Cost:	\$8,374,693.25
Commencement Date:	To be determined in accordance with Section 3.1 (Commencement) below.	
Term:	84 months (plus the number of days from the Commencement Date to the first Periodic Payment Date, if any).	
Periodic Payment Date(s):	1 st calendar day of each annual until the end of the Term.	
Payment Period:	Annually in advance	
Periodic Payment:	Payments 1 – 7	Payment Amount \$1,196,384.75
	plus applicable Taxes	
Effective Interest Rate:	0%	
Fiscal Period:	Commences on July 1 and ends on June 30 of each year.	
First Fiscal Period:	Commences on July 1, 2026 and ends on June 30, 2027.	
Late Fee:	1.17 % per month (or, if lower, the maximum rate permitted by applicable law)	
Remittance Instruction:	(For ACH Payments) Bank: Bank of America For the Account of: Cisco Systems Capital Corporation ABA No.: 121000358 Account No.: 1233124070	(For Check Payments) Cisco Capital Lock Box P.O. Box 742927 Los Angeles, CA 90074-2927
Vendor Name(s):	CompuNet Inc.	
Vendor Contract Number(s):	See attached quotes	
Opinion of Counsel	Required	
Funding/Disbursement Process:	Capital will fund the Total Cost pursuant to the terms of the Disbursement Request.	

2. Notice

Customer:	IDAHO STATE UNIVERSITY	Capital:	Cisco Systems Capital Corporation
Attn:	_____	Attn:	Theatre Lead, Americas
Address:	921 South 8 th Ave, Pocatello, Idaho 83202	Address:	170 W Tasman Drive, San Jose, CA 95134
Phone:	_____	Phone:	(984) 216-0514
Email:	_____	Email:	csc-america-notice@cisco.com

3. Additional Provisions; Special Conditions

3.1 Commencement. The Commencement Date will be the date the Products are delivered and inspected by Customer and found to be satisfactory, or if acceptance requirements for such Products are specified in the applicable Purchase Documents as soon as such requirements are met (“**Acceptance Date**”), as specified by Customer on a Certificate of Acceptance, substantially in the form of Exhibit C to this Agreement. Customer agrees to deliver a duly executed Certificate of Acceptance to Capital within five (5) days of the applicable Acceptance Date. Capital will rely upon the accuracy of such Certificate of Acceptance, and such Certificate of Acceptance will be conclusive evidence that (i) the Hardware has been delivered to and inspected by Customer, is in good order and condition, and fit for the purpose for which it may be intended, and (ii) any Soft Cost Items have been received or incurred (as applicable) by Customer.

3.2 SLED Terms and Conditions – State of Idaho. If Customer is required under this Agreement to make any payments to Capital (other than a Payment) during any Fiscal Period during the term of this Agreement in the event of (a) a late payment charge for Payments, (b) an advance by Capital that Customer is required to repay, or (c) any other additional payment obligation Customer owes to Capital under this Agreement (collectively, the “**Additional Payments**”), then the Additional Payments will be payable solely from legally appropriated funds available for such Fiscal Period (“**Available Funds**”). To the extent Available Funds are not available for such Fiscal Period for payment of the Additional Payments, then the Additional Payments will be subject to appropriation for the following Fiscal Period, or the Fiscal Period following the final Fiscal Period of the scheduled Term of this Agreement, if the Additional Payment was incurred in the final Fiscal Period of the scheduled Term of this Agreement. Failure to so appropriate the Additional Payments for the following Fiscal Period in each such case will be considered an Event of Non-Appropriation under this Agreement.

[Remainder of page intentionally left blank.]

EXHIBIT A

Form of Opinion of Counsel

[To be provided on letterhead of Customer's counsel.]

_____, 2026

Cisco Systems Capital Corporation
170 W. Tasman
San Jose, CA 95134
Attn.: Theatre Lead, Americas

Re: Payment Agreement (SLED) No. 001-0006449 dated _____, 2026 (the “**Agreement**”), by and between Cisco Systems Capital Corporation (“**Capital**”) and Idaho State University (“**Customer**”)

Ladies and Gentlemen:

We have acted as counsel to Customer in connection with the Agreement and Transaction Documents. We have examined the law and such other documents as we deem necessary to render this opinion. All capitalized terms not otherwise defined herein shall have the meanings provided in the Agreement.

As to questions of fact material to our opinion, we have relied upon the information set forth in the Transaction Documents and the approval of the transaction by Customer’s board of trustees without undertaking to verify the same by independent investigation.

We are of the opinion that, under existing law:

1. Customer is a public body corporate and politic, duly organized and existing under the laws of the State of Idaho.
2. Customer requires approval of its Board of Trustees in order to enter the Agreement, and to the best of our knowledge no other consent is required.
3. The execution, delivery and performance of the Transaction Documents by Customer has been duly authorized by all necessary action on the part of Customer.
4. Customer has acquired or has arranged for the acquisition of the Products off the statewide contract issued by the Idaho Division of Purchasing.
5. The Transaction Documents have been duly executed and delivered by Customer and constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Customer, affecting remedies or creditors’ rights generally, and to the exercise of judicial discretion in appropriate cases.
6. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Customer in any court: (a) seeking to restrain or enjoin the delivery of the Transaction Documents or of other agreements similar thereto; (b) questioning the authority of Customer to execute the Transaction Documents, or the validity of the Transaction Documents, or the payment of principal of or interest on, the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Transaction Documents; or (d) affecting the provisions made for the payment of or security for the Transaction Documents.

This opinion may be relied upon by Capital and its successors and assigns.

Very truly yours,

**CONSENT
JUNE 16-18, 2026**

ATTACHMENT 1

Idaho State University
Office of General Counsel

By: _____

EXHIBIT B

Form of Disbursement Request

Request for Disbursement and Authorization to Pay

To: Cisco Systems Capital Corporation
170 W. Tasman Drive
San Jose, CA 95134
Attn: Theatre Lead, Americas

Re: [●] (“Vendor”); Vendor Invoice No(s). [●]
Payment Agreement (SLED) No. [●] dated [●] (the “Agreement”)

[●] (“Customer”) requests and authorizes Cisco Systems Capital Corporation (“Capital”) to pay Vendor the amounts set forth on the Vendor Invoice(s) listed above, on Customer’s behalf, as provided below:

Vendor/Payee	Amount(s) to be paid by Capital*	Wire Information
[Name of Vendor]	\$ _____ * Excludes taxes on Vendor Invoice(s) (unless otherwise indicated)	Bank Name: Bank Address: ABA No.: Account Name: Account No.:

Customer certifies to Capital:

- The Products being acquired with this payment disbursement have been delivered and received by Customer at the location(s) contemplated by the Agreement. Customer has conducted such inspection and/or testing of the Products being acquired with the payment disbursement as it deems necessary and appropriate, and such Products have been accepted by Customer. The Acceptance Certificate, if required under the Agreement, is attached hereto.
- The costs of the Products to be paid from the payment disbursement have been properly incurred and have not been the basis of any previous disbursement.
- [No part of the payment disbursement requested will be used to pay for Services not yet performed in connection therewith.]
- No Event of Default, Credit Event or Event of Non-Appropriation (if applicable), and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Non-Appropriation has occurred and is continuing on the date hereof.
- If Customer paid a Vendor Invoice prior to the commencement date of the Agreement, and is requesting reimbursement for such payment, Customer has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Customer acknowledges and agrees that Capital will make payment to Vendor relying solely upon the payment information above, and Capital will not have any obligation to confirm or verify such information prior to payment. Capital will have no obligation with respect to any errors or disputes that may arise between Customer and Vendor, and Customer will hold Capital harmless from and against any and all claims and liability arising out of, connected with, or resulting from, any payments made by Capital to Vendor

as authorized hereunder. Payment by Capital in accordance with the information contained herein will release Capital from any further liability to Customer or Vendor with respect to such amounts.

[As the “bill to” party specified in each Vendor Invoice, Customer will be solely responsible for payment of all taxes related to the invoiced Products and will promptly (and by no later than the relevant Vendor Invoice due date) remit payment for such Taxes to Vendor.]

Customer further acknowledges that (i) Capital’s obligation to disburse payment hereunder is conditioned upon receipt by Capital of this Agreement executed by Customer and the satisfaction of all other conditions specified in this Agreement, and (ii) Capital shall not be required to confirm the application of the proceeds of the above payments by the relevant recipient. Capitalized terms used and not defined herein have the meanings given to such terms in the Agreement.

Sincerely,

IDAHO STATE UNIVERSITY

By: _____
(Authorized Signatory)

Print Name: _____

Title: _____

Date: _____

ACCEPTANCE CERTIFICATE

Payment Agreement (SLED) No. _____

Customer submits to Capital this Acceptance Certificate (this “Certificate”) in connection with the Payment Agreement identified above (the “Agreement”). Capitalized terms used and not defined herein will have the same meanings as set forth in the Agreement.

Hardware. Customer acknowledges and agrees that the Hardware described in Appendix 1 to the Agreement, if any, or, if different, the Hardware described in the Appendix 1 attached hereto, has been: (a) delivered to the location identified in the Agreement, or if different, the location described in Appendix 1 attached hereto; (b) inspected by Customer, and found to be in good order and condition, fit for the purpose for which it is intended; and (c) irrevocably accepted by Customer as of the Acceptance Date set forth below in accordance with the terms of the Agreement.

Soft Cost Items. Customer acknowledges and agrees that the Soft Cost Items described in Appendix 1 to the Schedule, if any, or if different, the Soft Cost Items described in the Appendix 1 attached hereto, have been: (a) received or incurred (as applicable) by Customer; and (b) irrevocably accepted by Customer as of the Acceptance Date set forth below in accordance with the terms of the Agreement.

Customer confirms and agrees that the representations and warranties in the Agreement, if any, are correct and complete as though made on and as of the date hereof and will continue to be correct and complete throughout the Term.

The person signing this Certificate on behalf of Customer hereby certifies that such person has read and acknowledges all terms and conditions of this Certificate, the Agreement, and is duly authorized to execute this Certificate on behalf of Customer. This Certificate will be executed by Customer and promptly returned to Capital within five (5) days in accordance with the terms of the Agreement (unless otherwise expressly provided therein).

IDAHO STATE UNIVERSITY

By: _____

Name (Print): _____

Title: _____

Acceptance Date: _____



SIGNING CERTIFICATE
("Certificate")

The undersigned officer or other official of IDAHO STATE UNIVERSITY ("Company"), hereby certifies that:

- (a) I am an officer or other official of Company, I have the authority to make the statements in this Certificate, and I am not listed in the table below;
- (b) Each person listed below holds the position(s) stated in this Certificate and is a duly appointed and authorized signatory of the Company (each an "Authorized Signatory");
- (c) Each Authorized Signatory has full power and authority to execute and deliver binding Transaction Documents (defined below) to Cisco Systems Capital Corporation ("Capital") or its affiliates, in Company's name and on its behalf; and
- (d) Each Authorized Signatory has full power and authority to take any action necessary or appropriate to effectuate the transactions contemplated by the Transaction Documents.

Authorized Signatories:

<u>NAME</u>	<u>TITLE OR OFFICE</u>	<u>EMAIL ADDRESS</u>	<u>WET INK SIGNATURE (IF SIGNING BY HAND)</u>

In this Certificate, "Transaction Documents" means all agreements between Company and Capital, including without limitation all financing, lease, payment solution or other extended payment term agreements, and any amendments, extensions, renewals, or terminations thereto.

The undersigned attests that the email address opposite each Authorized Signatory's name is an accurate email address to which Transaction Documents may be sent for execution by electronic means and (if applicable) that each Wet Ink Signature listed above is true and genuine.

Capital may rely on the foregoing until it receives written notice from Company of the revocation or modification of this Certificate.

The officer signing this Certificate must not be one of the Authorized Signatories listed in the table above.

IN WITNESS WHEREOF, I have executed this Certificate as of the date specified below.

Dated this ____ day of _____, 20__

Signature: _____

Print name: _____

Title: _____



Customer Billing Profile

Customer Name: IDAHO STATE UNIVERSITY Customer Contract Manager: Joan Smith
Master Agreement: Email Address: joansmit@cisco.com
Contract Number: 001-0006449 Phone Number: +1 919 392 6477

Billing Requirements:

Please review details below and note updates as required.

AP Contact: _____
Phone: _____
Email: _____

Bill To Address: _____

Delivery Method: Mail Email Web Portal

AP Mailer Alias: _____

Web Portal / URL: _____

Please note PO or Reference Number details to be included on billing notifications.

Purchase Order Number: _____

PO Validity Period: Annually Quarterly Contract Maturity

Reference Number: _____

Payment Method:

Cisco Capital offers Direct Debit Authorization where payments can be debited via Automated Clearing House (ACH) per the terms of the contract.

Yes, sign us up for Direct Debit! No, Thank you we will opt out.

Preferred Payment Method: Wire Transfer ACH Direct Debit Check

Transaction Details:

Please indicate the number of install locations for the equipment and/or services on this contract.

Equipment & Services Locations: 1 Location Multiple Locations Refer to PO for Location Detail
 Staging Location

Please indicate how applicable freight charges should be billed.

Freight Charges: Not Financed Include in Financed Amount (subject to additional interest)

Please indicate how applicable tax charges should be billed.

Upfront Sales & Use Tax: Tax Exempt* Direct Pay Certificate
 Not Financed** Include in Financed Amount (subject to additional interest)

Cisco Capital will bill Personal Property Tax, as applicable, annually, according to the state where the assets are located.

*Customer must provide a copy of their valid tax exemption certificate to partner.

**Non-Financed Upfront Sales & Use Tax for loans will be billed by partner; customer remits payment direct to partner.

Cisco Capital Information

Cisco Capital Information:

Corporate Address: Cisco Systems Capital Corporation
170 W. Tasman Dr.
San Jose, CA 95134

Website: www.ciscocapital.com

Tax ID Number: 77-0440621

SIC Code: 3661

DUNS: 13-109-9975

Correspondence Address: Cisco Systems Capital Corporation
P.O. Box 742927
Los Angeles, CA 90074-2927

Cisco Capital Remittance Information:

Remittance Address: Cisco Systems Capital Corporation
P.O. Box 742927
Los Angeles, CA 90074-2927

Local & National Overnight Courier (FedEX, UPS, DHL, etc.) Bank of America Lockbox Services
Cisco Systems Capital Corporation
Lockbox LAC-742927
2706 Media Center Dr
Los Angeles, CA 90065

Wire Transfers: Cisco Systems Capital Corporation
c/o Bank of America

ACCOUNT #: 1233124070

ABA #: 026009593

ACH Information: Cisco Systems Capital Corporation
c/o Bank of America

ACCOUNT #: 1233124070

ABA #: 121000358



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR283632

Cisco C9500x/ ISU Core Switching Refresh

Quote Information:

Quote #: DR283632
Version: 6
Quote Date: 05/12/2026
Expiration Date: 05/25/2026

Prepared for:

Idaho State University
Ben Mayfield
(208) 282-4336
mayfben@isu.edu

Bill To:

Idaho State University
Cheryl Larson
921 South 8th Avenue - Accounts
Payable
Stop 8219
Pocatello, ID 83209
itsfinanceoffice@isu.edu

Ship To:

Idaho State University
Ben Mayfield
921 South 8th Avenue
STOP 8040
Pocatello, ID 83209-0001

Hardware

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
C9500X-60L4D-A	Catalyst 9500 60x10/25/50G + 4x400G, Advantage	4	\$89,246.61	\$21,249.19	\$84,996.76
CON-L1NCD-C954SXU5	CX LEVEL 1 8X7NCD Catalyst 9500 60x25/50G + 4x400G, Advant/12 mos	4	\$7,411.00	\$5,889.10	\$23,556.40
C9500X-DNA-60L4D-A	C9500X DNA Advantage, Term License	4	\$0.00	\$0.00	\$0.00
CON-L1SWT-C955KX9D	CX LEVEL 1 SW SUB C9500X DNA Advantage, Term License/12 mos	4	\$712.00	\$562.48	\$2,249.92
C9500X-DNA-A-5Y	DNA Advantage 5 Year License (Included on EA)	4	\$33,402.31	\$0.00	\$0.00
C9K-PWR-1500WAC	1500W AC Power Supply	4	\$0.00	\$0.00	\$0.00
C9K-PWR-1500WAC/2	1500W AC Power Supply	4	\$3,657.88	\$870.93	\$3,483.72
PWR-CAB-AC-USA	Power Cord for AC V2 Power Module (USA) 20A 250V NEMA L6-20P	8	\$0.00	\$0.00	\$0.00
C9500X-NW-A	C9500X Network Stack, Advantage	4	\$0.00	\$0.00	\$0.00
S9500UK9-1715	CAT9300/9400/9500/9600 UNIVERSAL	4	\$0.00	\$0.00	\$0.00
C9500X-FAN-1U-R	Catalyst 9500X front to back (port-side intake) cooling Fan	24	\$0.00	\$0.00	\$0.00
C9K-OPTICS-TOOL	Optics extraction tool for C9000 Switches	4	\$0.00	\$0.00	\$0.00
C9500X-RFID	RFID Selected	4	\$0.00	\$0.00	\$0.00



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR283632

Hardware

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	4	\$0.00	\$0.00	\$0.00
C9500X-28C8D-A	Catalyst 9500 28x100G + 8x400G, Advantage	5	\$122,431.19	\$29,501.49	\$147,507.45
CON-L1NCD-CX28C8DA	CX LEVEL 1 8X7NCD Catalyst 9500 28x100/12 mos	5	\$11,090.00	\$8,761.10	\$43,805.50
C9500X-DNA-28C8D-A	C9500X DNA Advantage, Term License	5	\$0.00	\$0.00	\$0.00
CON-L1SWT-DA28C8DA	CX LEVEL 1 SW SUB C9500X DNA Advantage/ 12 mos	5	\$712.00	\$562.48	\$2,812.40
C9500X-DNA-A-5Y	DNA Advantage 5 Year License (Included on EA)	5	\$33,402.31	\$0.00	\$0.00
C9K-PWR-1500WAC	1500W AC Power Supply	5	\$0.00	\$0.00	\$0.00
C9K-PWR-1500WAC/2	1500W AC Power Supply	5	\$3,657.88	\$870.93	\$4,354.65
PWR-CAB-AC-USA	Power Cord for AC V2 Power Module (USA) 20A 250V NEMA L6-20P	10	\$0.00	\$0.00	\$0.00
C9500X-NW-A	C9500X Network Stack, Advantage	5	\$0.00	\$0.00	\$0.00
S9500UK9-1715	CAT9300/9400/9500/9600 UNIVERSAL	5	\$0.00	\$0.00	\$0.00
C9500X-FAN-1U-R	Catalyst 9500X front to back (port-side intake) cooling Fan	30	\$0.00	\$0.00	\$0.00
C9500X-RFID	RFID Selected	5	\$0.00	\$0.00	\$0.00
NETWORK-PNP-NONE	Network Plug-n-Play Opt Out SKU	5	\$0.00	\$0.00	\$0.00
				Subtotal:	\$312,766.80



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR283632

C9500-24Y4C-EDU

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
C9500-24Y4C-EDU	Cisco Catalyst C9500-24Y4C Layer 3 Switch - Manageable - 100 Gigabit Ethernet - 100GBase-X - 3 Layer Supported - Modular - 650 W Power Consumption - Optical Fiber - 1U - Rack-mountable - Lifetime Limited Warranty	31	\$34,761.84	\$10,759.62	\$333,548.22
C9500-DNA-24Y4C-A	C9500 DNA Advantage, Term License	31	\$0.00	\$0.00	\$0.00
C9500-DNA-L-A-7Y	DNA Advantage 7 Year License (Included on EA)	31	\$19,600.40	\$0.00	\$0.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	62	\$0.00	\$0.00	\$0.00
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	31	\$0.00	\$0.00	\$0.00
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	31	\$2,753.80	\$852.37	\$26,423.47
C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	62	\$0.00	\$0.00	\$0.00
C9500-NW-A	C9500 Network Stack, Advantage	31	\$0.00	\$0.00	\$0.00
S9500UK9-1715	CAT9300/9400/9500/9600 UNIVERSAL	31	\$0.00	\$0.00	\$0.00
C9500-RFID	RFID Selected	31	\$0.00	\$0.00	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	31	\$0.00	\$0.00	\$0.00
Subtotal:					\$359,971.69

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	\$0.00	\$0.00



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR283632

Quote Summary

Description	Amount
Hardware	\$312,766.80
C9500-24Y4C-EDU	\$359,971.69
Total:	\$672,738.49

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed <https://compunet.biz/terms-and-conditions/>, provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

All pricing in this quote reflects manufacturer and distributor costs as available at the time of issuance. Please note that products containing memory are subject to market-driven price adjustments, and vendors may update pricing up to the point of shipment. The pricing in this quote will be subject to adjustment for any price increase from the vendor after the point of quote issuance to the point of shipment. A purchase order issued in response to this quote will be subject to adjustment for any price increase from the vendor after the time of quote issuance to the point of shipment.

While quoted prices are not guaranteed until your order is confirmed and invoiced by the vendor, CompuNet is committed to working for its customers to receive fair and competitive pricing, even during a time of market volatility. To the extent permitted by the vendor, we will offer the opportunity to cancel an order prior to shipment if updated pricing does not match the customer's budget.

This quote may be accepted by signature of Customer's authorized representative below. **If Customer intends to accept this quote by issuance of a purchase order, it must include the following language:**

Customer acknowledges and agrees: (a) that the pricing in this purchase order reflects the manufacturer or distributor cost available to CompuNet at the time of issuance; (b) that the vendor of the products listed in this purchase order may update pricing up to the point of shipment; and (b) that this purchase order will be subject to pricing adjustment by CompuNet to reflect any price increase from the vendor up to the point of shipment and invoicing by the vendor. The foregoing sentence shall control over any conflicting terms or conditions between Customer and CompuNet, or any conflicting provision of an existing master agreement between Customer and CompuNet.

Alternately, if customer PO references quote # and includes "Per terms and conditions in CompuNet Quote (Applicable Quote #)", PO will be accepted.

A Purchase Order not including the foregoing language will not constitute an acceptance and is rejected.

The undersigned representative of Customer represents and warrants that he or she is an authorized signatory of Customer, with authority to bind Customer to and accept this Quote, and that upon acceptance this Quote will be the binding obligation of Customer without the need for any additional permission or consent.



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR283632

Idaho State University

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____



Deby Rieker
 (406) 922-5628
 drieker@compunet.biz
 Quote #: DR284775

Cisco Nexus Dashboard Appliance/ ISU

Quote Information:

Quote #: DR284775
 Version: 5
 Quote Date: 05/12/2026
 Expiration Date: 05/25/2026

Prepared for:

Idaho State University
 Ben Mayfield
 (208) 282-4336
 mayfben@isu.edu

Bill To:

Idaho State University
 Cheryl Larson
 921 South 8th Avenue - Accounts
 Payable
 Stop 8219
 Pocatello, ID 83209
 itsfinanceoffice@isu.edu

Ship To:

Idaho State University
 Ben Mayfield
 921 South 8th Avenue
 STOP 8040
 Pocatello, ID 83209-0001

Hardware

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
EA-DCN-OFFER	Requires email pre-approval: ea-dcn-offer (at)cisco.com	1	\$0.00	\$0.00	\$0.00
ND-NODE-G5S	Nexus Dashboard Node	3	\$0.00	\$0.00	\$0.00
CON-L1NCD-NDNOD5GS	ENH 8X7XNCD Nexus Dashboard Node/ 12 mos	3	\$7,271.00	\$6,034.93	\$18,104.79
CIMC-LATEST-D	IMC SW (Recommended) latest release for C-Series Servers.	3	\$0.00	\$0.00	\$0.00
ND-CPU-A9454P	ND AMD 9454P 2.75GHz 290W 48C/256MB Cache DDR5 4800MT/s	3	\$0.00	\$0.00	\$0.00
ND-M2-240G-D	ND 240GB M.2 SATA Micron G2 SSD	3	\$0.00	\$0.00	\$0.00
ND-M2-HWRAID-D	ND Cisco Boot optimized M.2 Raid controller	3	\$0.00	\$0.00	\$0.00
ND-TPM2-002D-D	ND TPM 2.0 FIPS 140-2 MSW2022 compliant AMD M8 servers	3	\$0.00	\$0.00	\$0.00
ND-RIS1A-225M8	ND C225 M8 1U Riser 1A PCIe Gen4 x16 HH	3	\$0.00	\$0.00	\$0.00
ND-HD24TB10KJ4-D	ND 2.4TB 12G SAS 10K RPM SFF HDD (4Kn)	18	\$0.00	\$0.00	\$0.00
ND-SD960GBM3XEPD	ND 960GB 2.5in Enter Perf 6G SATA Micron G2 SSD (3X)	3	\$0.00	\$0.00	\$0.00



Debby Rieker
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drieker@compunet.biz
Quote #: DR284775

Hardware

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
ND-PSU1-1200W-D	ND 1200w AC Titanium Power Supply for C-series Rack Servers	6	\$0.00	\$0.00	\$0.00
ND-MRX32G1RE3	ND 32GB DDR5-5600 RDIMM 1Rx4 (16Gb)	24	\$0.00	\$0.00	\$0.00
ND-RAID-M1L16	ND 24G Tri-Mode M1 RAID Controller w/4GB FBWC 16Drv	3	\$0.00	\$0.00	\$0.00
ND-O-ID10GC-D	Intel X710T2LOCPV3G1L 2x10GbE RJ45 OCP3.0 NIC	3	\$0.00	\$0.00	\$0.00
ND-OCP3-KIT-D	C2XX OCP 3.0 Interposer W/Mech Assy	3	\$0.00	\$0.00	\$0.00
ND-P-V5Q50G-D	Cisco VIC 15425 4x 10/25/50G PCIe C-Series w/Secure Boot	3	\$0.00	\$0.00	\$0.00
ND-UNI-DK9-4.1	Nexus Dashboard Software Release 4.1	3	\$0.00	\$0.00	\$0.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	6	\$0.00	\$0.00	\$0.00
Subtotal:					\$18,104.79

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	\$0.00	\$0.00

Quote Summary

Description	Amount
Hardware	\$18,104.79
Total:	\$18,104.79



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Quote #: DR284775

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed <https://compunet.biz/terms-and-conditions/>, provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

Idaho State University

Signature: _____
Name: _____
Title: _____
Date: _____
PO Number: _____



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR284766

Cisco Catalyst Center Appliance/ ISU

Contract Information
ID, NASPO, AR3227 #PADD20210672

Quote Information:	Prepared for:	Bill To:	Ship To:
Quote #: DR284766	Idaho State University	Idaho State University	Idaho State University
Version: 7	Ben Mayfield	Cheryl Larson	Ben Mayfield
Quote Date: 05/12/2026	(208) 282-4336	921 South 8th Avenue - Accounts Payable	921 South 8th Avenue
Expiration Date: 05/25/2026	mayfben@isu.edu	Stop 8219	STOP 8040
		Pocatello, ID 83209	Pocatello, ID 83209-0001
		itsfinanceoffice@isu.edu	

Hardware

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
DN3-HW-APL	Cisco Catalyst Center Appliance (Gen 3) - 32 Core	1	\$166,497.45	\$39,407.68	\$39,407.68
CON-L1NCD-DN3HBAPL	CX LEVEL 1 8X7NCD Cisco DNA Center Appliance (Gen 3) - 32/ 12 mos	1	\$11,476.00	\$9,066.04	\$9,066.04
DNA-SW-2.3.7	Cisco Catalyst Center SW 2.3.7	1	\$0.00	\$0.00	\$0.00
DN3-HW-APL-LIC	Cisco Catalyst Center Appliance License- 32 Core	1	\$0.00	\$0.00	\$0.00
NO-POWER-CORD	ECO friendly green option, no power cable will be shipped	2	\$0.00	\$0.00	\$0.00
DN3-CPU-I6326	Intel 6326 2.9GHz/185W 16C/24MB DDR4 3200MHz	2	\$0.00	\$0.00	\$0.00
DN3-MR-X32G2RW	32GB RDIMM DRx4 3200 (8Gb)	8	\$0.00	\$0.00	\$0.00
DN3-SD19TKA1X-EV	1.9TB 2.5 inch Enterprise Value 12G SAS SSD	2	\$0.00	\$0.00	\$0.00
DN3-RAID-220M6	Cisco 12G SAS RAID Controller w/4GB FBWC (16 Drv) w/1U Brkt	1	\$0.00	\$0.00	\$0.00
DN3-PSU1-2300W	Cisco UCS 2300W AC Power Supply for Rack Servers Titanium	2	\$0.00	\$0.00	\$0.00
DN3-GPURKIT-C220	GPU Riser Bracket assy kit C220 / C225 1U	1	\$0.00	\$0.00	\$0.00



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Hardware

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
DN3-TPM-002C	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for M6 servers	1	\$0.00	\$0.00	\$0.00
DN3-SDB960SA1V	960GB 2.5in 6G SATA Enter Value 1X Samsung G1PM893A SSD	2	\$0.00	\$0.00	\$0.00
DN3-SDB1T9SA1V	1.9TB 2.5in 6G SATA Enter Value 1X Samsung G1PM893A SSD	6	\$0.00	\$0.00	\$0.00
DN3-P-I8Q25GF	Cisco-Intel E810XXVDA4L 4x25/10 GbE SFP28 PCIe NIC	1	\$0.00	\$0.00	\$0.00
DN3-P-I8D25GF	Cisco-Intel E810XXVDA2 2x25/10 GbE SFP28 PCIe NIC	1	\$0.00	\$0.00	\$0.00
Subtotal:					\$48,473.72

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	\$0.00	\$0.00

Quote Summary

Description	Amount
Hardware	\$48,473.72
Total:	\$48,473.72



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR284766

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Alternately, if customer PO references quote # and includes "Per terms and conditions in CompuNet Quote (Applicable Quote #)", PO will be accepted.

A Purchase Order not including the foregoing language will not constitute an acceptance and is rejected.

The undersigned representative of Customer represents and warrants that he or she is an authorized signatory of Customer, with authority to bind Customer to and accept this Quote, and that upon acceptance this Quote will be the binding obligation of Customer without the need for any additional permission or consent.



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR284766

Idaho State University

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR283609

Cisco switches/ ISU 2026 switch refresh

Contract Information
ID, NASPO, AR3227 #PADD20210672

Quote Information:	Prepared for:	Bill To:	Ship To:
Quote #: DR283609	Idaho State University	Idaho State University	Idaho State University
Version: 10	Ben Mayfield	Cheryl Larson	Ben Mayfield
Quote Date: 05/12/2026	(208) 282-4336	921 South 8th Avenue - Accounts Payable	921 South 8th Avenue
Expiration Date: 05/25/2026	mayfben@isu.edu	Stop 8219	STOP 8040
		Pocatello, ID 83209	Pocatello, ID 83209-0001
		itsfinanceoffice@isu.edu	

C9350-48U

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
C9350-48U	Cisco 9350 48-port 60W UPoE	317	\$17,312.01	\$4,073.41	\$1,291,270.97
PWR-C2-1600WAC-IUP	1600W AC 80+ Titanium Port-Inlet Power Supply, upgrade	317	\$1,247.00	\$293.41	\$93,010.97
PWR-C2-1600WAC-I/2	1600W AC 80+ Titanium Port-Inlet Config 2Power Supply	317	\$2,597.93	\$611.28	\$193,775.76
CAB-TA-NA	North America AC Type A Power Cable	634	\$0.00	\$0.00	\$0.00
C9350-NM-NONE	No Network Module Selected	317	\$0.00	\$0.00	\$0.00
C9350-STACK-NONE	No Stack Cable Selected	317	\$0.00	\$0.00	\$0.00
C9350-SPWR-NONE	No Stack Power Cable Selected	317	\$0.00	\$0.00	\$0.00
SC9350UK9-1718	Cisco C9350 IOS XE 17.18 K9 Universal Software Image	317	\$0.00	\$0.00	\$0.00
C9350-RFID	RFID Selected	317	\$0.00	\$0.00	\$0.00
C9350-NM-BLANK	Cisco 9350 Network Module Blank	317	\$0.00	\$0.00	\$0.00
C9350-PWR-BLANK	Cisco 9350 power supply blank cover	317	\$0.00	\$0.00	\$0.00
C9350-FAN-I	Cisco 9350 Port Inlet Fan Module	951	\$0.00	\$0.00	\$0.00
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	317	\$0.00	\$0.00	\$0.00



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Quote #: DR283609

C9350-48U

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	317	\$0.00	\$0.00	\$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	317	\$0.00	\$0.00	\$0.00
C9350-OS-ESS	Cisco C9350 OS Essentials	317	\$0.00	\$0.00	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	317	\$0.00	\$0.00	\$0.00
				Subtotal:	\$1,578,057.70

C9350-24U

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
C9350-24U	Cisco 9350 24-port 60W UPoE	96	\$9,925.90	\$2,363.31	\$226,877.76
PWR-C2-1600WAC-IUP	1600W AC 80+ Titanium Port-Inlet Power Supply, upgrade	96	\$1,247.00	\$296.90	\$28,502.40
PWR-C2-1600WAC-I/2	1600W AC 80+ Titanium Port-Inlet Config 2Power Supply	96	\$2,597.93	\$618.56	\$59,381.76
CAB-TA-NA	North America AC Type A Power Cable	192	\$0.00	\$0.00	\$0.00
C9350-NM-NONE	No Network Module Selected	96	\$0.00	\$0.00	\$0.00
C9350-STACK-NONE	No Stack Cable Selected	96	\$0.00	\$0.00	\$0.00
C9350-SPWR-NONE	No Stack Power Cable Selected	96	\$0.00	\$0.00	\$0.00
SC9350UK9-1718	Cisco C9350 IOS XE 17.18 K9 Universal Software Image	96	\$0.00	\$0.00	\$0.00
C9350-RFID	RFID Selected	96	\$0.00	\$0.00	\$0.00
C9350-NM-BLANK	Cisco 9350 Network Module Blank	96	\$0.00	\$0.00	\$0.00
C9350-PWR-BLANK	Cisco 9350 power supply blank cover	96	\$0.00	\$0.00	\$0.00
C9350-FAN-I	Cisco 9350 Port Inlet Fan Module	288	\$0.00	\$0.00	\$0.00



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Quote #: DR283609

C9350-24U

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	96	\$0.00	\$0.00	\$0.00
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	96	\$0.00	\$0.00	\$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	96	\$0.00	\$0.00	\$0.00
C9350-OS-ESS	Cisco C9350 OS Essentials	96	\$0.00	\$0.00	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	96	\$0.00	\$0.00	\$0.00
Subtotal:					\$314,761.92

C9350-48HX

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
C9350-48HX	Cisco Ethernet Switch - 48 Ports - Manageable - Gigabit Ethernet - 10/100/1000Base-T - 3 Layer Supported - Modular - 4320 W PoE Budget - Twisted Pair - PoE Ports - Gray - Desktop, Rack-mountable - Lifetime Limited Warranty	12	\$23,907.67	\$5,692.30	\$68,307.60
PWR-C2-1600WAC-I	1600W AC 80+ Titanium Port-Inlet Config 2Power Supply	12	\$0.00	\$0.00	\$0.00
PWR-C2-1600WAC-I/2	1600W AC 80+ Titanium Port-Inlet Config 2Power Supply	12	\$2,597.93	\$618.56	\$7,422.72
CAB-TA-NA	North America AC Type A Power Cable	24	\$0.00	\$0.00	\$0.00
C9350-NM-NONE	No Network Module Selected	12	\$0.00	\$0.00	\$0.00
C9350-STACK-NONE	No Stack Cable Selected	12	\$0.00	\$0.00	\$0.00
C9350-SPWR-NONE	No Stack Power Cable Selected	12	\$0.00	\$0.00	\$0.00
SC9350UK9-1718	Cisco C9350 IOS XE 17.18 K9 Universal Software Image	12	\$0.00	\$0.00	\$0.00



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Quote #: DR283609

C9350-48HX

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
C9350-RFID-NONE	No RFID Selected	12	\$0.00	\$0.00	\$0.00
C9350-NM-BLANK	Cisco 9350 Network Module Blank	12	\$0.00	\$0.00	\$0.00
C9350-PWR-BLANK	Cisco 9350 power supply blank cover	12	\$0.00	\$0.00	\$0.00
C9350-FAN-I	Cisco 9350 Port Inlet Fan Module	36	\$0.00	\$0.00	\$0.00
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 93xx	12	\$0.00	\$0.00	\$0.00
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	12	\$0.00	\$0.00	\$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	12	\$0.00	\$0.00	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	12	\$0.00	\$0.00	\$0.00
C9350-OS-ADV	Cisco C9350 OS Advantage	12	\$0.00	\$0.00	\$0.00
Subtotal:					\$75,730.32

License and cables

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
CISCO-NETWORK-SUB	Cisco Networking Subscription /Initial Term - 36.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term Requested Start Date - 12-Feb-2026 Requested End Date - 11-Feb-2029	1	\$0.00	\$0.00	\$0.00
SVS-LOSPT-CN	Cisco Network Product Support	1	\$0.00	\$0.00	\$0.00
LIC-CS-AC1-L-E	Cisco Switching Essentials Tier 1, Large/ Initial Term - 36.00 Months Requested Start Date - 12-Feb-2026 Requested End Date - 11-Feb-2029 (Included on EA)	317	\$2,520.00	\$0.00	\$0.00



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Quote #: DR283609

License and cables

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
LIC-CS-AC1-L-E	Cisco Switching Essentials Tier 1, Large /Initial Term - 36.00 Months Requested Start Date - 12-Feb-2026 Requested End Date - 11-Feb-2029 (included on EAO	96	\$2,520.00	\$0.00	\$0.00
LIC-SPACES-ADV-S	Cisco Spaces Advantage for Cisco Switching Advantage License/ Initial Term - 36.00 Months Requested Start Date - 12-Feb-2026 Requested End Date - 11-Feb-2029	12	\$0.00	\$0.00	\$0.00
LIC-CS-AC1-L-A	Cisco Switching Advantage Tier 1, Large /Initial Term - 36.00 Months Requested Start Date - 12-Feb-2026 Requested End Date - 11-Feb-2029 (Included on EA)	12	\$5,652.00	\$0.00	\$0.00
STACK-T1A-50CM=	50CM Type 1 Stacking Cable	115	\$145.48	\$35.06	\$4,031.90
CAB-SPWR-35CM=	Stack Power Cable 35 CM	115	\$145.48	\$35.06	\$4,031.90
STACK-T1A-1M=	1M Type 1 Stacking Cable	100	\$311.75	\$75.12	\$7,512.00
CAB-SPWR-100CM=	Stack Power Cable 100 CM, spare	100	\$290.97	\$70.11	\$7,011.00
PWR-C2-1600WAC-I=	1600W AC 80+ Titanium Port-Inlet Power Supply, spare	100	\$2,597.93	\$626.01	\$62,601.00
C9350-NM-8Y=	Cisco C9350 8 x 25G/10G/1G or 4 x 50G SFP56 NM, spare	308	\$3,429.26	\$908.96	\$279,959.68
C9350-NM-4C=	Cisco C9350 4 x 100G/40G QSFP28 network module, spare	55	\$6,286.98	\$1,496.90	\$82,329.50
SSD-240G	Cisco 240 GB Solid State Drive - External - Network Switch Device Supported - USB 3.0	2	\$4,260.91	\$1,014.50	\$2,029.00
C9K-F1-SSD-240G	Cisco 240 GB Solid State Drive - Internal - SATA - Network Switch Device Supported	2	\$4,686.99	\$1,450.74	\$2,901.48



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Quote #: DR283609

License and cables

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
C9K-F3-SSD-240GB	Cisco Catalyst 9500X Series 240GB SSD Storage	2	\$4,260.91	\$1,014.50	\$2,029.00
				Subtotal:	\$454,436.46

C9200CX-12P-2X2G-E

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
C9200CX-12P-2X2G-E	Catalyst 9000 Compact Switch 12-Port PoE +, 240W, Essentials	110	\$3,505.45	\$834.63	\$91,809.30
C9200CX-DNA-E-12	C9200CX Cisco DNA Essentials, 12-Port Term Licenses	110	\$0.00	\$0.00	\$0.00
C9200CX-DNAE12-7Y	C9200CX Cisco DNA Essentials, 7Y Term License, 12P (Included on EA)	110	\$841.19	\$0.00	\$0.00
C9200CX-NW-E-12	C9200CX Network Essentials, 12-port license	110	\$0.00	\$0.00	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	110	\$0.00	\$0.00	\$0.00
SCAT9200CXUK9-1715	Cisco Catalyst 9200CX XE UNIVERSAL	110	\$0.00	\$0.00	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	110	\$0.00	\$0.00	\$0.00
				Subtotal:	\$91,809.30

Optics

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
SFP-10/25G-LR-S=	10/25GBASE-LR SFP28 Module	80	\$2,868.51	\$546.38	\$43,710.40
QSFP-100G-LR-S=	1100G QSFP28 100G-LR, 10km SMF, duplex, LC Connector	50	\$4,151.48	\$790.76	\$39,538.00
separate DID- see notes					



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR283609

Optics

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
QSFP-40/100-SRBD=	100G and 40GBASE SR-BiDi QSFP Transceiver, LC, 100m OM4 MMF	4	\$2,803.99	\$534.10	\$2,136.40
Subtotal:					\$85,384.80

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	\$0.00	\$0.00

Quote Summary

Description	Amount
C9350-48U	\$1,578,057.70
C9350-24U	\$314,761.92
C9350-48HX	\$75,730.32
License and cables	\$454,436.46
C9200CX-12P-2X2G-E	\$91,809.30
Optics	\$85,384.80
Total:	\$2,600,180.50



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Quote #: DR283609

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Alternately, if customer PO references quote # and includes "Per terms and conditions in CompuNet Quote (Applicable Quote #)", PO will be accepted.

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The undersigned representative of Customer represents and warrants that he or she is an authorized signatory of Customer, with authority to bind Customer to and accept this Quote, and that upon acceptance this Quote will be the binding obligation of Customer without the need for any additional permission or consent.



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR283609

Idaho State University

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR283355

Cisco Nexus/ ISU- Data Center Refresh

Contract Information
ID, NASPO, AR3227 #PADD20210672

Quote Information:	Prepared for:	Bill To:	Ship To:
Quote #: DR283355	Idaho State University	Idaho State University	Idaho State University
Version: 10	Ben Mayfield	Cheryl Larson	Ben Mayfield
Quote Date: 05/12/2026	(208) 282-4336	921 South 8th Avenue - Accounts Payable	921 South 8th Avenue
Expiration Date: 05/25/2026	mayfben@isu.edu	Stop 8219	STOP 8040
		Pocatello, ID 83209	Pocatello, ID 83209-0001
		itsfinanceoffice@isu.edu	

N9336C-SE1

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
N9336C-SE1	Nexus 9300 S1 Series, 36p 40/100G QSFP28	3	\$46,513.79	\$11,497.12	\$34,491.36
CON-L1SNB-N93CSE1A	ENH 8X5XSNBD Nexus 9300 S1 Series, 36p 40 100G QSFP28/ 12 mos	3	\$2,969.00	\$2,345.51	\$7,036.53
MODE-NXOS	Mode selection between ACI and NXOS	3	\$0.00	\$0.00	\$0.00
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	3	\$0.00	\$0.00	\$0.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	6	\$0.00	\$0.00	\$0.00
NXOS-S1-10.6.1F	Nexus -N9K NX-OS SW 10.5.1 for Silicon One	3	\$0.00	\$0.00	\$0.00
NXK-AF-PI	Dummy PID for Airflow Selection Port-side Intake	3	\$0.00	\$0.00	\$0.00
NXA-SFAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow /w EEPROM	18	\$0.00	\$0.00	\$0.00
NXA-PAC-750W-PI	Nexus AC 750W PSU - Port Side Intake	6	\$0.00	\$0.00	\$0.00
C1-SUBS-OPTOUT	OPT OUT FOR "Default" DCN Subscription Selection	3	\$0.00	\$0.00	\$0.00



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR283355

N9336C-SE1

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
Current Lead time 91 days					
				Subtotal:	\$41,527.89

MLB-N9348Y2C6D-P

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
MLB-N9348Y2C6D-P	Cisco Nexus 9348Y Smart Switch with DCN Premier License	1	\$0.00	\$0.00	\$0.00
N9348Y2C6D-SE1U	Nexus 9300 48p 25G +2p 100G + 6p 400G DPU Accelerated switch	26	\$45,003.78	\$13,765.86	\$357,912.36
CON-L1NBD-N9Y2C6DU	ENH 8X5XNBD Nexus 9300 48p 25G +2p 100G + 6p 400G DP/ 12 mos	26	\$3,074.00	\$2,428.46	\$63,139.96
NXOS-S1DPU-10.6.1F	Nexus N9K NX-OS SW 10.6.1 for Silicon One (DPU switch)	26	\$0.00	\$0.00	\$0.00
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	26	\$0.00	\$0.00	\$0.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	52	\$0.00	\$0.00	\$0.00
NXA-SFAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow /w EEPROM	156	\$0.00	\$0.00	\$0.00
NXA-PAC-1100W-PI2	Nexus AC 1100W PSU - Port Side Intake	52	\$0.00	\$0.00	\$0.00
C1-N9K-ADD-T	Cisco DCN Subscription for Nexus 9000 - CHOOSE QTY 1 HERE	26	\$0.00	\$0.00	\$0.00



Debby Rieker
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drieker@compunet.biz
Quote #: DR283355

MLB-N9348Y2C6D-P

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
C1P1TN9300XF-7Y	DCN Premier Term N9300 XF, 7Y / Initial Term - 84.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term Requested Start Date - 23-Jan-2026 Requested End Date - 22-Jan-2029 (included on EA)	26	\$52,702.44	\$0.00	\$0.00
SVS-B-N9K-PR-XF	EMBEDDED SOLN SUPPORT SWSS FOR NEXUS 9K Initial Term - 84.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term Requested Start Date - 23-Jan-2026 Requested End Date - 22-Jan-2029	26	\$0.00	\$0.00	\$0.00
SW-OTHER	Select if this product will NOT be used for AI Applications	26	\$0.00	\$0.00	\$0.00
Subtotal:					\$421,052.32

N9K-C93108TC-FX3P

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
N9K-C93108TC-FX3P	Nexus 9300 48x 100M/1/2.5/5/10GT, 6x 100G Switch	14	\$44,305.75	\$8,094.92	\$113,328.88
NXK-AF-PI	Dummy PID for Airflow Selection Port-side Intake	14	\$0.00	\$0.00	\$0.00
MODE-NXOS	Mode selection between ACI and NXOS	14	\$0.00	\$0.00	\$0.00
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	14	\$0.00	\$0.00	\$0.00
NXA-FAN-35CFM-PI	Nexus Fan, 35CFM, port side intake airflow	56	\$0.00	\$0.00	\$0.00
NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	14	\$3,230.87	\$720.13	\$10,081.82
NXA-PAC-1100W-PI	Nexus PoE AC 1100W PSU - Port Side Intake	28	\$0.00	\$0.00	\$0.00
CAB-TA-NA	North America AC Type A Power Cable	28	\$0.00	\$0.00	\$0.00



Debby Rieker
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drieker@compunet.biz
Quote #: DR283355

N9K-C93108TC-FX3P

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
DCN-OTHER	Select if this product will NOT be used for AI Applications	14	\$0.00	\$0.00	\$0.00
C1-SUBS-OPTOUT	OPT OUT FOR "Default" DCN Subscription Selection	14	\$0.00	\$0.00	\$0.00
NXOS-CS-10.5.3F	Nexus 9300, 9500, 9800 NX-OS SW 10.5.3 (64bit) Cisco Silicon	14	\$0.00	\$0.00	\$0.00
Subtotal:					\$123,410.70

optics

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
QSFP-100G-LR-S=	100G QSFP28 100G-LR, 10km SMF, duplex, LC Connector	100	\$4,151.48	\$790.76	\$79,076.00
current lead time 126 days					
Subtotal:					\$79,076.00

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	\$0.00	\$0.00

Quote Summary

Description	Amount
N9336C-SE1	\$41,527.89
MLB-N9348Y2C6D-P	\$421,052.32
N9K-C93108TC-FX3P	\$123,410.70
optics	\$79,076.00
Total:	\$665,066.91



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR283355

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed <https://compunet.biz/terms-and-conditions/>, provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

All pricing in this quote reflects manufacturer and distributor costs as available at the time of issuance. Please note that products containing memory are subject to market-driven price adjustments, and vendors may update pricing up to the point of shipment. The pricing in this quote will be subject to adjustment for any price increase from the vendor after the point of quote issuance to the point of shipment. A purchase order issued in response to this quote will be subject to adjustment for any price increase from the vendor after the time of quote issuance to the point of shipment.

While quoted prices are not guaranteed until your order is confirmed and invoiced by the vendor, CompuNet is committed to working for its customers to receive fair and competitive pricing, even during a time of market volatility. To the extent permitted by the vendor, we will offer the opportunity to cancel an order prior to shipment if updated pricing does not match the customer's budget.

This quote may be accepted by signature of Customer's authorized representative below. **If Customer intends to accept this quote by issuance of a purchase order, it must include the following language:**

Customer acknowledges and agrees: (a) that the pricing in this purchase order reflects the manufacturer or distributor cost available to CompuNet at the time of issuance; (b) that the vendor of the products listed in this purchase order may update pricing up to the point of shipment; and (b) that this purchase order will be subject to pricing adjustment by CompuNet to reflect any price increase from the vendor up to the point of shipment and invoicing by the vendor. The foregoing sentence shall control over any conflicting terms or conditions between Customer and CompuNet, or any conflicting provision of an existing master agreement between Customer and CompuNet.

Alternately, if customer PO references quote # and includes "Per terms and conditions in CompuNet Quote (Applicable Quote #)", PO will be accepted.

A Purchase Order not including the foregoing language will not constitute an acceptance and is rejected.

The undersigned representative of Customer represents and warrants that he or she is an authorized signatory of Customer, with authority to bind Customer to and accept this Quote, and that upon acceptance this Quote will be the binding obligation of Customer without the need for any additional permission or consent.



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR283355

Idaho State University

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____



Deby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR284218

Cisco Security EA 60 months/ ISU

Quote Information:

Quote #: DR284218
Version: 8
Quote Date: 05/12/2026
Expiration Date: 05/25/2026

Prepared for:

Idaho State University
Ben Mayfield
(208) 282-4336
mayfben@isu.edu

Bill To:

Idaho State University
Cheryl Larson
921 South 8th Avenue - Accounts
Payable
Stop 8219
Pocatello, ID 83209
itsfinanceoffice@isu.edu

Ship To:

Idaho State University
Ben Mayfield
921 South 8th Avenue
STOP 8040
Pocatello, ID 83209-0001

Cisco Quote

Mfg Part Number	Product Description	Qty	Recurring List Price	Recurring Price	Total Recurring Price
EA3-M	Cisco EA 3.0 BUNDLE/ Initial Term - 60.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term Requested Start Date - 19-Apr-2026 Requested End Date - 18-Apr-2031 Advance Drawdown - 0	1	\$0.00	\$0.00	\$0.00
E3-SEC-ISE	Security EA 3.0 Identity Service Engine	1	\$0.00	\$0.00	\$0.00
SVS-E3S-ISE-B	Cisco Support Standard for ISE	1	\$0.00	\$0.00	\$0.00
E3S-ISE-ESS	Security EA 3.0 ISE Essentials Subscription/ per license per 12 mos	12000	\$1.19	\$0.36	\$4,320.00
E3S-ISE-ADV	Security EA 3.0 ISE Advantage Subscription/ per license per 12 mos	200	\$10.72	\$4.06	\$812.00
E3-SEC-DUO-EES-FS	Cisco EA 3.0 - Duo Essentials Education Faculty/Student	1	\$0.00	\$0.00	\$0.00
E3S-DUO-EDU-ESS-FS	Security EA3.0-Duo Essentials for Education Faculty/Student/per license per 12 mos	22000	\$6.26	\$3.78	\$83,160.00
SVS-E3S-DUO-B	Cisco Support Standard for Duo	1	\$0.00	\$0.00	\$0.00
E3-SEC-SA-EDASPAA	Cisco EA 3.0 Secure Access DNS EDU Advantage-SPA Advantage	1	\$0.00	\$0.00	\$0.00
E3S-SA-EDUFS-ADV	Security EA 3.0 Cisco Secure Access DNS EDU Advantage/ per license per 12 mos	1250	\$38.02	\$13.95	\$17,437.50
E3S-SA-SPA-AD	Security EA 3.0 Cisco Secure Private Access Advantage/ per license per 12 mos	200	\$129.23	\$47.41	\$9,482.00
E3-CX-DNASPA-T2SC1	Cisco Support Enhanced for Sec Access Non RBI ADV	1	\$11,005.68	\$8,440.92	\$8,440.92



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR284218

Cisco Quote

Mfg Part Number	Product Description	Qty	Recurring List Price	Recurring Price	Total Recurring Price
E3-CX-EAMSC	CSVCS Portfolio EA Management Service Cisco	1	\$0.00	\$0.00	\$0.00
Monthly Subtotal:					\$123,652.42

Monthly Recurring Summary

Description	Amount
Cisco Quote	\$123,652.42
Monthly Total:	\$123,652.42

Payment Options

Description	Payments	Interval	Amount
Yearly Quote - Yearly Payments			
5 Year Term	5	Annual	\$123,652.42

Summary of Selected Payment Options

Description	Amount
Yearly Quote - Yearly Payments: 5 Year Term	
Selected Recurring Payment	\$123,652.42
Total of Recurring Payments	\$618,262.10



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR284218

Quotes are valid for 30 days unless otherwise noted

Taxes will be calculated and applied at time of invoicing. Shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed <https://compunet.biz/terms-and-conditions/>, provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order; you may fax or email your signed proposal to your Account Executive.

Cisco Universal Cloud Agreement

https://www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/cisco_webex_meetings_services.pdf

Public Sector Clients Only

<https://compunet.biz/images/CompuNet-Non-Appropriation-Policy.pdf>

Idaho State University

Signature: _____
Name: _____
Title: _____
Date: _____
PO Number: _____



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR275739

Cisco Networking EA 84 months/ ISU

Quote Information:

Quote #: DR275739
Version: 9
Quote Date: 05/12/2026
Expiration Date: 05/25/2026

Prepared for:

Idaho State University
Ben Mayfield
(208) 282-4336
mayfben@isu.edu

Bill To:

Idaho State University
Cheryl Larson
921 South 8th Avenue - Accounts
Payable
Stop 8219
Pocatello, ID 83209
itsfinanceoffice@isu.edu

Ship To:

Idaho State University
Ben Mayfield
921 South 8th Avenue
STOP 8040
Pocatello, ID 83209-0001

84 months

Mfg Part Number	Product Description	Qty	Recurring List Price	Recurring Price	Total Recurring Price
EA3-M	Cisco EA 3.0 BUNDLE/ Initial Term - 84.00 Months Auto Renewal Term - 0 Months Billing Model - Annual Billing Requested Start Date - 28-Jun-2025 Requested End Date - 27-Jun-2032 Advance Drawdown - 0	1	\$0.00	\$0.00	\$0.00
E3-N-AS	Cisco DNA Switching	1	\$0.00	\$0.00	\$0.00
E3N-C9200CX2-E	C9200CX 12-port CISCO DNA EA Essentials	110	\$9.87	\$3.41	\$375.10
E3N-C9300L1-E	C9300L 24-port CISCO DNA EA Essentials	1	\$19.84	\$7.04	\$7.04
E3N-C9300L2-E	C9300L 48-port CISCO DNA EA Essentials	1	\$36.34	\$12.90	\$12.90
E3N-C9300X1-E	C9300X 12-port CISCO DNA EA Essentials	1	\$19.84	\$7.02	\$7.02
E3N-C93001-E	C9300 24-port CISCO DNA EA Essentials	1	\$19.84	\$7.02	\$7.02
E3N-C93002-E	C9300 48-port CISCO DNA EA Essentials	1	\$36.34	\$12.70	\$12.70
E3N-AS-S	Cisco Support Standard for EA DNA Switching	1	\$0.00	\$0.00	\$0.00
E3N-C9300L1-A	C9300L 24-port CISCO DNA EA Advantage	1	\$65.05	\$23.10	\$23.10
E3N-C9300L2-A	C9300L 48-port CISCO DNA EA Advantage	1	\$122.03	\$43.33	\$43.33
E3N-C93001-A	C9300 24-port CISCO DNA EA Advantage	1	\$65.07	\$23.03	\$23.03
E3N-C93002-A	C9300 48-port CISCO DNA EA Advantage	1	\$121.97	\$43.30	\$43.30
E3N-C9200CX2-A	C9200CX 12-port CISCO DNA EA Advantage	1	\$36.60	\$11.92	\$11.92
E3N-C95005-E	C9500 CISCO DNA EA Essentials 48Y4C	1	\$61.59	\$0.00	\$0.00
E3N-C95006-E	C9500 CISCO DNA EA Essentials 24Y4C	29	\$32.46	\$11.53	\$334.37
E3N-C9500X2-A	C9500X CISCO DNA EA Advantage (60L4D)	4	\$391.73	\$139.08	\$556.32
E3N-C9500X1-A	C9500X CISCO DNA EA Advantage (28C8D)	5	\$391.73	\$139.08	\$695.40



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR275739

84 months

Mfg Part Number	Product Description	Qty	Recurring List Price	Recurring Price	Total Recurring Price
E3N-C95006-A	Cisco Digital Network Architecture Advantage for C9300 - Term License - 1 License - Cisco Enterprise Agreement (EA)	1	\$229.75	\$0.00	\$0.00
E3N-C9500X1-E	C9500X CISCO DNA EA Essentials (28C8D) PLH Cisco Partner Incentive	1	\$61.59	\$0.00	\$0.00
E3N-C95005-A	Cisco Digital Network Architecture Advantage for C9300 - Term License - 1 Switch - Cisco Enterprise Agreement (EA)	1	\$391.73	\$139.08	\$139.08
E3-N-DCN	Cisco Data Center EA for Data Center Networking	1	\$0.00	\$0.00	\$0.00
E3N-DCN-S	Support for Cisco Data Center EA for Data Center Networking	1	\$0.00	\$0.00	\$0.00
E3N-N9300-XF-A	DCN FIXED 10G XF Advantage	14	\$643.78	\$44.41	\$621.74
E3N-N9300-XF2-A	DCN FIXED 10G XF2 Advantage	3	\$1,402.81	\$189.29	\$567.87
E3N-N9300-XF-P	DCN FIXED 10G XF Premier	26	\$931.66	\$219.99	\$5,719.74
E3-N-CNS-CS	Cisco Networking Switching EA 3.0 LIC and support	1	\$0.00	\$0.00	\$0.00
E3N-CS-AC1-L-E	Cisco Switching Essentials EA 3.0 LIC Access Tier 1 Large	425	\$69.30	\$23.73	\$10,085.25
E3N-CS-AC1-L-A	Cisco Switching Advantage EA 3.0 LIC Access Tier 1 Large	1	\$155.43	\$3.17	\$3.17
E3N-CS-AC1-M-E	Cisco Switching Essentials EA 3.0 LIC Access Tier 1 Medium	1	\$37.62	\$0.77	\$0.77
E3N-CS-AC1-M-A	Cisco Switching Advantage EA 3.0 LIC Access Tier 1 Medium	1	\$83.16	\$1.70	\$1.70
SVS-E3S-CS-EAEMB	Cisco Support Standard for Cisco Network Subscription	1	\$0.00	\$0.00	\$0.00
E3-N-CNS-CW	Cisco Networking Wireless Suite	1	\$0.00	\$0.00	\$0.00
E3N-CW-E	Cisco Wireless Essentials EA 3.0 LIC and Support	1710	\$12.38	\$3.84	\$6,566.40
E3N-CW-A	Cisco Wireless Advantage EA 3.0 LIC and Support	1	\$20.62	\$7.08	\$7.08
SVS-E3S-EAEMB	Cisco Support Standard for Cisco Network Subscription	1	\$0.00	\$0.00	\$0.00
E3-N-AIR	Cisco DNA Wireless	1	\$0.00	\$0.00	\$0.00
E3N-AIRWLAN-A	Wireless CISCO DNA EA Advantage	1	\$17.97	\$6.17	\$6.17



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR275739

84 months

Mfg Part Number	Product Description	Qty	Recurring List Price	Recurring Price	Total Recurring Price
E3N-AIR-S	Cisco Support Standard for EA DNA Wireless	1	\$0.00	\$0.00	\$0.00
E3-A-INTERSIGHT	Intersight	1	\$0.00	\$0.00	\$0.00
E3A-MGT-IS-SAAS-A	Infrastructure Services SaaS/CVA - Advantage	25	\$54.48	\$51.57	\$1,289.25
E3A-INTERSIGHT-S	Cisco Support Standard for EA Intersight	1	\$0.00	\$0.00	\$0.00
Monthly Subtotal:					\$27,160.77

Monthly Recurring Summary

Description	Amount
84 months	\$27,160.77
Monthly Total:	\$27,160.77

Summary of Selected Payment Options

Description	Amount
Monthly Quote - Prepaid: 7 Year Term	
Selected Recurring Payment	\$27,160.77
Total of Recurring Payments	\$2,281,504.68

Quotes are valid for 30 days unless otherwise noted

Taxes will be calculated and applied at time of invoicing. Shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed <https://compunet.biz/terms-and-conditions/>, provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order; you may fax or email your signed proposal to your Account Executive.

Cisco Universal Cloud Agreement

https://www.cisco.com/c/dam/en_us/about/doing_business/legal/OfferDescriptions/cisco_webex_meetings_services.pdf

Public Sector Clients Only

<https://compunet.biz/images/CompuNet-Non-Appropriation-Policy.pdf>



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR275739

Idaho State University

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR283990

Cisco Wireless refresh/ ISU

Contract Information
ID, NASPO, AR3227 #PADD20210672

Quote Information:	Prepared for:	Bill To:	Ship To:
Quote #: DR283990	Idaho State University	Idaho State University	Idaho State University
Version: 7	Ben Mayfield	Cheryl Larson	Ben Mayfield
Quote Date: 05/12/2026	(208) 282-4336	921 South 8th Avenue - Accounts Payable	921 South 8th Avenue
Expiration Date: 05/25/2026	mayfben@isu.edu	Stop 8219	STOP 8040
		Pocatello, ID 83209	Pocatello, ID 83209-0001
		itsfinanceoffice@isu.edu	

Hardware

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
CW9800H1	Cisco Catalyst CW9800H1 Wireless Controller	2	\$129,641.54	\$30,684.39	\$61,368.78
CON-SNT-CW98H10A	SNTC-8X5XNBD Cisco Catalyst CW9800H1 Wireless Control/ 12 mos	2	\$16,770.00	\$13,248.30	\$26,496.60
SW-CW9800H-1714	UNIVERSAL	2	\$0.00	\$0.00	\$0.00
PWR-CH1-750WACR	750W AC Power Supply	4	\$0.00	\$0.00	\$0.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	4	\$0.00	\$0.00	\$0.00
CW9800M	Cisco Catalyst CW9800M Wireless Controller	4	\$64,280.77	\$15,214.38	\$60,857.52
CON-L1NCD-CW98M21A	CX LEVEL 1 8X7NCD Cisco Catalyst CW9800M Wireless Control/ 12 mos	4	\$11,381.00	\$8,990.99	\$35,963.96
SW-CW9800M-1714	CW9800M Software IOS-XE 17.14	4	\$0.00	\$0.00	\$0.00
C9800-PWR-BLANK	Cisco 9800 Wireless Controller PS Blank	4	\$0.00	\$0.00	\$0.00
PWR-CH1-750WACR	750W AC Power Supply	4	\$0.00	\$0.00	\$0.00
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	4	\$0.00	\$0.00	\$0.00



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR283990

Hardware

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
CW9176I-CFG	Cisco Wireless 9176I(W7,3 radio,3 band 4x4,UWB),Global	1160	\$3,245.83	\$768.25	\$891,170.00
AIR-AP-NO-BRACKET	AP Bracket not shipped	1160	\$0.00	\$0.00	\$0.00
AIR-AP-NO-CLIP	No AP Ceiling Grid Clip Required	1160	\$0.00	\$0.00	\$0.00
CW9176-MULTI	Multi-AP packaging, minimum order qty is 6 APs	1160	\$0.00	\$0.00	\$0.00
CW9172H-RTG	Cisco Wireless 9172H(W7,3 radio,3 band 2x2),Global	150	\$1,417.69	\$335.55	\$50,332.50
CW9176D1-CFG	Cisco Wireless 9176D1(W7,3 radio,3 band 4x4,UWB),Global	50	\$3,636.11	\$860.62	\$43,031.00
AIR-AP-BRACKET-2	802.11 AP Universal Mounting Bracket	50	\$0.00	\$0.00	\$0.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	50	\$0.00	\$0.00	\$0.00
CW9176-MULTI	Multi-AP packaging, minimum order qty is 6 APs	50	\$0.00	\$0.00	\$0.00
CW9179F	Cisco Wireless 9179F (W7,4 radio,3 band 4x4),Global	20	\$9,755.71	\$2,309.04	\$46,180.80
CW-ACC-9179-B-00	Outdoor Environment Pack for CW9179F	5	\$155.88	\$36.90	\$184.50
CW9174E-CFG	Cisco Wireless 9174E (W7, 3 radio, 3 band, 4x4)	10	\$2,649.57	\$627.11	\$6,271.10
AIR-AP-BRACKET-2	802.11 AP Universal Mounting Bracket	10	\$0.00	\$0.00	\$0.00
AIR-AP-NO-CLIP	No AP Ceiling Grid Clip Required	10	\$0.00	\$0.00	\$0.00
CW9174-MULTI	Minimum Quantity = 10	10	\$0.00	\$0.00	\$0.00
CW-CAB-001-D8-R4	8-Port DART to 4-Port RP-TNC Connector, 1ft	10	\$502.50	\$118.93	\$1,189.30
CW-MNT-ART2-00	Articulating AP Arm	30	\$207.83	\$49.20	\$1,476.00



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Hardware

Manufacturer Part Number	Product Details	Qty	List Price	Price	Ext. Price
CW9176I-CFG	Cisco Wireless 9176I(W7,3 radio,3 band 4x4,UWB),Global	200	\$3,245.83	\$768.25	\$153,650.00
CW9176-MULTI	Multi-AP packaging, minimum order qty is 6 APs	200	\$0.00	\$0.00	\$0.00
AIR-AP-BRACKET-1	802.11 AP Low Profile Mounting Bracket (Default)	200	\$0.00	\$0.00	\$0.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	200	\$0.00	\$0.00	\$0.00
CW9176I-CFG	Cisco Wireless 9176I(W7,3 radio,3 band 4x4,UWB),Global	120	\$3,245.83	\$768.25	\$92,190.00
CW9176-MULTI	Multi-AP packaging, minimum order qty is 6 APs	120	\$0.00	\$0.00	\$0.00
AIR-AP-BRACKET-2	802.11 AP Universal Mounting Bracket	120	\$0.00	\$0.00	\$0.00
AIR-AP-T-RAIL-R	Ceiling Grid Clip for APs & Cellular Gateways-Recessed	120	\$0.00	\$0.00	\$0.00
Subtotal:					\$1,470,362.06

Shipping

Product Description	Quantity	Price	Ext. Price
Ground Shipping To Be Determined, Billed As Actual	1	\$0.00	\$0.00

Quote Summary

Description	Amount
Hardware	\$1,470,362.06
Total:	\$1,470,362.06



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Taxes, shipping, handling and other fees may apply. We reserve the right to cancel any order arising from pricing or other errors. If Customer is purchasing a subscription-based product, Customer agrees to pay all charges for the complete term of the subscription. By signing below or issuing a Purchase Order, Customer agrees to CompuNet's standard terms and conditions, which can be reviewed <https://compunet.biz/terms-and-conditions/>, provided, that if Customer and CompuNet are parties to a currently effective Master Product Purchase and Services Agreement (MSA), the terms and conditions of such MSA shall control and shall supersede these standard terms and conditions. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. This Quote becomes binding and noncancelable upon Customer's return to CompuNet of acceptance. A copy of this acceptance and the attached proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, you may fax or email your signed proposal to your Account Executive.

All pricing in this quote reflects manufacturer and distributor costs as available at the time of issuance. Please note that products containing memory are subject to market-driven price adjustments, and vendors may update pricing up to the point of shipment. The pricing in this quote will be subject to adjustment for any price increase from the vendor after the point of quote issuance to the point of shipment. A purchase order issued in response to this quote will be subject to adjustment for any price increase from the vendor after the time of quote issuance to the point of shipment.

While quoted prices are not guaranteed until your order is confirmed and invoiced by the vendor, CompuNet is committed to working for its customers to receive fair and competitive pricing, even during a time of market volatility. To the extent permitted by the vendor, we will offer the opportunity to cancel an order prior to shipment if updated pricing does not match the customer's budget.

This quote may be accepted by signature of Customer's authorized representative below. **If Customer intends to accept this quote by issuance of a purchase order, it must include the following language:**

Customer acknowledges and agrees: (a) that the pricing in this purchase order reflects the manufacturer or distributor cost available to CompuNet at the time of issuance; (b) that the vendor of the products listed in this purchase order may update pricing up to the point of shipment; and (b) that this purchase order will be subject to pricing adjustment by CompuNet to reflect any price increase from the vendor up to the point of shipment and invoicing by the vendor. The foregoing sentence shall control over any conflicting terms or conditions between Customer and CompuNet, or any conflicting provision of an existing master agreement between Customer and CompuNet.

Alternately, if customer PO references quote # and includes "Per terms and conditions in CompuNet Quote (Applicable Quote #)", PO will be accepted.

A Purchase Order not including the foregoing language will not constitute an acceptance and is rejected.

The undersigned representative of Customer represents and warrants that he or she is an authorized signatory of Customer, with authority to bind Customer to and accept this Quote, and that upon acceptance this Quote will be the binding obligation of Customer without the need for any additional permission or consent.



Debby Rieker
(406) 922-5628
drieker@compunet.biz
Quote #: DR283990

Idaho State University

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number: _____

CONSENT
JUNE 16-18, 2026

SUBJECT

University of Idaho – License Agreement Between UI and T-Mobile West, LLC

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Since 2001 T-Mobile has been permitted, through a prior license agreement, to install and maintain transmission equipment on the rooftop of UI's Theophilus Tower located at 1001 Paradise Creek Street, Moscow, Idaho. This equipment is used by T-Mobile to provide its customers with wireless personal communication service in the surrounding area. T-Mobile is proposing to continue its communication service with this equipment and thus sign a new license agreement with an initial 5-year term expiring in 2031. The license agreement also includes three automatic 5-year renewal terms. Additional renewal options proposed for T-Mobile provide fee increases of 15% to UI for each of the additional five-year extensions.

IMPACT

With this agreement the University will update terms to be consistent with more recent license agreements and extend its current revenue stream. The University has no objections to the operation of Equipment on the Site for the purpose of broadcasting, and for the transmission and reception of communication signals. University staff have determined the Equipment will not interfere with University operations in or around this student residential building.

ATTACHMENTS

Attachment 1 – Proposed License Amendment

STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed the University of Idaho's (UI) request to enter into a license agreement with T-Mobile West, LLC for the installation and operation of telecommunications equipment on the rooftop of Theophilus Tower at UI's Moscow campus. The proposed agreement replaces an existing license originally executed in 2001 and allows T-Mobile to continue providing wireless communication services in the surrounding area.

The proposed agreement includes an initial five (5) year term beginning May 1, 2026, and ending April 30, 2031, with three automatic five-year renewal options. UI will receive an annual use fee of \$31,740 during the initial term, with scheduled increases during each renewal period.

The updated agreement modernizes the terms of the existing license and provides a continued revenue stream to UI while allowing T-Mobile to maintain telecommunications infrastructure serving the Moscow area.

**CONSENT
JUNE 16-18, 2026**

Board staff recommends approval.

BOARD ACTION

I move to approve the University's Senior Associate Vice President for Finance and Planning to execute the 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 _____

Site ID: SP01121A
Market: Spokane, WA

LICENSE AGREEMENT

This License Agreement (“Agreement”) is effective as of the last signature below (the “Effective Date”) made between the Board of Regents of the University of Idaho, a state educational institution, and a body politic and corporate organized and existing under the constitution and laws of the State of Idaho (“Grantor”), and T-Mobile West LLC, a Delaware limited liability company with authority to do business in the State of Idaho (“Grantee”), and collectively the “Parties”.

RECITALS

A. WHEREAS, Grantor and VoiceStream PV/SS PCS, L.P. (the Grantee’s predecessor in interest) entered into that certain License Agreement on May 30, 2001 as may have been amended (collectively, the “Existing License”) for purposes of installing, operating, and maintaining a personal communications service systems facility at 1001 Paradise Creek St., Moscow ID 83844 (“Site”).

B. WHEREAS, Parties hereby mutually agree to terminate Existing License on April 30, 2026 (the “Existing License Termination Date”) and replace with this Agreement effective immediately upon termination of Existing License, such termination shall be effective without further documentation. Any Use Fee and/or payments received by Grantor pursuant to the Existing License for periods following the Existing License Termination Date will be applied as a credit against the Use Fee due and owing pursuant to this Agreement.

C. WHEREAS, Grantee wishes to install, operate, and maintain equipment necessary for purposes of operating a personal communications service systems (“Equipment”) as specified in Exhibit A which exhibit is attached and incorporated into this Agreement and located on the roof of Site known as Theophilus Tower.

D. WHEREAS, Grantor wishes to grant and Grantee wishes to receive a license for purposes of installing, operating, maintaining, and removing Equipment all on the terms and conditions as more particularly set forth herein;

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated into the provisions of this Agreement, Parties further agree as follows:

TERMS AND CONDITIONS

1. The above recitals are incorporated herein.
2. Grant; Site, and Grantee Access to Site. Subject to the conditions, limitations, and restrictions set forth herein and the rules, procedures, and policies of the Grantor, Grantor does hereby grant to Grantee a non-exclusive license to install, operate, replace, modify, maintain, and remove Equipment on the Site for the purpose of broadcasting, and for the transmission and reception of communication signals. 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. Grantee may gain access to Site by calling (208) 885-7379. Except in cases of emergency (“emergency” in this section meaning the existing or imminent UI / T-Mobile – License Agreement Theopolis Tower Moscow Idaho

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TMO Signatory Level: L07,SL07
NLG-126424

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disruption of Grantee's permitted service without immediate access), all scheduling for access and the actual access shall occur between 8 am to 4 pm Monday through Friday, excluding University of Idaho holidays. Such non-emergency access shall be requested at least forty-eight (48) hours prior to the planned time for requested access. Subject to Grantor approval, provided that such approval shall not be unreasonably withheld, conditioned or delayed, Grantee shall have rights of ingress and egress to Site for the purposes of installing, inspecting, repairing, maintaining, operating, servicing or removing Grantee's Equipment. However, prior to entrance into or onto the building, Grantee's agent or contractor shall provide photo identification identifying the person as an employee of the Grantee or Grantee's contractor or subcontractor. Upon notification and identification as provided herein, an employee or agent of Grantor shall arrange for Grantee to enter the Site. Grantor may require Grantee and its employees, agents, and contractors be accompanied by an employee or agent of Grantor at all times while Grantee and its employees, agents, and contractors are inside, on, or about Grantor's property or at the Site. At no cost to Grantee, Grantor shall provide Grantee with the necessary temporary parking permits to facilitate Grantee's access. Grantor shall not have unsupervised access to Grantee's Equipment, except in the event of an emergency as reasonably determined by Grantor.

3. Term of License. The license granted hereunder shall commence on May 1, 2026 ("Commencement Date") and shall terminate on April 30, 2031 ("Initial Term"). This Agreement will automatically renew for three (3) additional five-year terms (each five-year term shall be defined as an "Extension Term") upon the same terms and conditions of this Agreement, unless Grantee notifies Grantor in writing of Grantee's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or then existing Extension Term. The Initial Term and any Extension Term are collectively referred to as the "Term". If Grantee should remain in operation or continue to keep Equipment installed at the Site after the expiration of the Term and any extension thereof and without executing a new Agreement, then such holding over shall be construed as a license from month to month, subject to all the conditions, provisions, and obligations of this Agreement insofar as the same may be relevant to the month-to-month license, except that the monthly base rental shall increase to one hundred ten percent (110%) percent of the then existing rent and shall thereafter increase three percent (3%) annually based on the then existing rental amount otherwise due and owing pursuant to the terms of this Agreement as of the date of the holding over.

4. Fees and Expenses. Within sixty (60) calendar days following Commencement Date and no later than April 30 of each subsequent year of the Term, Grantee shall pay to Grantor a Use Fee of \$31,740.00 per year for the Initial Term, and then \$36,500.00 per year for the first five-year Extension Term, and then \$41,975.00 per year for the second five-year Extension Term, and then \$48,270.00 per year for the third five-year Extension Term (each amount being the "Use Fee") which fee 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 person as Grantor shall provide to Grantee by written notice. Failure to pay the Use Fee and/or any charges or expenses assessed or incurred hereunder on or before the due date within fifteen (15) days after written notice of non-payment 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.

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5. Use of Site.

a. Subject to Grantor's prior written approval, such approval not to be unreasonably withheld conditioned or delayed, Grantee shall have the right to install, operate maintain, and remove Equipment specified in Exhibit A at the Site. All of Grantee's construction and installation work and any subsequent work shall be performed at Grantee's sole cost and expense and in a good and workmanlike manner and shall be subject to Grantor's prior written approval of Grantee's submitted plans. Grantor's review shall include, but not be limited to timing of re-installation, maintenance, or removal of existing Equipment at the Site (to the extent that may vary from the specification and diagrams of existing installation as shown on Exhibit A) including the location of any equipment placed at some distance from the rooftop Site. Grantee shall submit information regarding appearance, attachment to the Site, the above and below ground wiring or cabling plan, the method and time of access for maintenance or replacement of exiting equipment and any facility or landscape restoration plan as well as any other information reasonably required for Grantor to determine the acceptability of Grantee's proposed work. Should such information be adequate, Grantor shall provide acknowledgement of its approval to Grantee in writing within 30 days. Notwithstanding the foregoing, Grantor's approval for any alterations, replacements, expansions, enhancements, or upgrades of the Equipment shall not be required if such activities are needed for routine maintenance replacing existing with substantially similar equipment. Title to Equipment shall at all times be held by Grantee. All Equipment shall remain Grantee's personal property and are not fixtures (except for any prior or future improvements to the building's electrical system performed by Grantee and such improvements shall remain and become the property of Grantor upon installation Site). Grantee shall have the right to remove all Equipment at its sole expense on or before the expiration of this Agreement or its earlier termination; provided, Grantee restores the Site and the routes used for access to the Site to the condition that existed at the Commencement Date, reasonable wear and tear excepted.

b. Electricity shall be provided by Grantor. Unless failure or interruption of utility service is caused by the intentional act or omission of Grantor, Grantor shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Site. No such failure or interruption, whether resulting from a casualty or otherwise, shall entitle Grantee to terminate this Agreement or to abate the Use Fee Grantee is required to make under this Agreement, unless such failure or interruption is caused by the intentional act or omission of Grantor. For the purposes of this Section "intentional act" shall not include events of failure or interruption required due to emergency or repair needs as reasonably determined by the Grantor. To the extent any interruption can be scheduled or otherwise anticipated, Grantor shall provide Grantee with no less than seventy-two (72) hour notice prior to such interruption. No written approval or notice shall be required for emergency use of generators provided by Grantee.

c. Grantor may require Grantee to take commercially reasonable steps for installation (including, but not limited to, prescribing a color and shape of new equipment that blends with Site) to ensure aesthetic quality of Site. If Grantee damages or detracts from the aesthetic quality of Site, or damages Grantor's adjoining property (including any real property improvements, grounds or landscaping) while accessing for installation or subsequent maintenance, repair, operation, service, modification, or removal of Grantee's Equipment, Grantee shall restore Site and adjoining property to substantially the condition existing immediately prior to such damage, reasonable wear and tear excepted.

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d. If Grantor desires to redevelop, modify, remodel, alter the Site or make any improvements (the "Redevelopment") and the Redevelopment necessitates relocation of Grantee's Equipment, then Grantor reserves the right, upon one year's prior written notice to Grantee, to relocate Equipment temporarily or permanently to another suitable site within Grantor's property ("Alternate Site"). The size, location and dimensions of the Alternate Site shall be mutually approved by Parties prior to re-location as suitable for the purpose of operating telecommunication facilities and shall not materially diminish the signal pattern of Equipment or impair or in any manner diminish the quality of communications service provided by Grantee. Grantee shall perform all relocation work and pay all costs of relocating Equipment to the approved Alternative Site and for any return to the original Site if such return is approved by Grantor. In the event relocation is temporary, Grantee shall be permitted to install a temporary installation or "cell on wheels" to a location mutually agreed upon by the Parties for the duration of any temporary relocation. Relocation to an Alternate Site shall not result in any unreasonable interruption, impairment or alteration of the communications services or quality thereof provided by the Grantee's Equipment and if the Parties cannot agree upon a suitable area for relocation, then Grantee may terminate the Agreement per Section 8..

e. Grantee shall obtain all required permits and regulatory approvals prior to installation of Equipment provided, however, that Grantor shall reasonably cooperate with Grantee, at no cost to Grantor, in executing applications, consents, or other documents reasonably required to obtain such permits and approvals. Costs for any such permits or approvals shall be the sole responsibility of Grantee or Grantee's agents. Grantor shall not unreasonably withhold, condition, or delay any approval or authorization required from Grantor in connection with such permitting process.

f. Grantee shall not erect any signs (except as required by law), display any banners, or exhibit any type of promotional materials on or near the Site. Warning signs regarding Equipment may be permitted by Grantor upon written request by Grantee.

g. Grantee shall operate Equipment in a manner that will not cause interference to Grantor and lessees, licensees, or occupants of the building. All operations of Grantee shall comply with all Federal Communications Commission ("FCC") requirements and other applicable federal, state, and local laws, rules, regulations, and ordinances. Grantor may consider Grantee's or Grantee's contractor's or subcontractor's breach of this provision a material breach of the Agreement. Grantee will resolve any technical interference problems with other equipment or services located at or near the Site, whether installed as of the Commencement Date or at a later date during the Term of this Agreement. In the event that a technical interference problem arises, Grantee will work with Grantor to resolve the problem immediately in a mutually satisfactory manner. However, if a mutually satisfactory resolution cannot be agreed upon, the Grantor may, in its sole judgment, make the final determination of the manner in which the problem shall be resolved.

h. Grantee shall maintain Equipment in good working condition and shall do so without any damage to Grantor's Site. In the event of some act or omission by Grantee resulting in such damage, Grantee shall reimburse Grantor for any repairs necessary to restore Grantor's Site and personal property to its prior condition. When maintenance deemed necessary by Grantor to maintain the safety, appearance, or operation of Grantor's building or supporting infrastructure and grounds requires temporary removal of some or all of Grantee's Equipment, Grantor shall notify Grantee of Grantor's planned maintenance not less than ninety days prior to being initiated by Grantor. Upon such notice, and in coordination with Grantor or its contractors, Grantee shall perform, and pay all

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costs of, temporary removal and reinstallation. In the event of an emergency requiring immediate removal, Grantor shall be permitted to stop transmission and remove Equipment to the least extent necessary to address such emergency. As soon as reasonably practical after such emergency, Grantor shall notify Grantee of the event and coordinate a time for reinstallation performed by Grantee at Grantee's expense.

i. Nothing in this Agreement shall preclude Grantor from entering into similar agreements with other parties, provided that such agreements do not materially interfere with Grantee's Equipment or operations. Grantee shall not cause or permit any other communications service provider, alternative local carrier, or other third party owned or controlled facilities or equipment to be installed without the express written permission of Grantor.

j. Grantee shall use commercially reasonable efforts and industry-standard utility locating procedures in preparing the Site for utility placement or trenching (if any is required). In particular, Parties recognize that standard locating measures may not reveal all previously placed utilities or other objects. Grantor shall identify and disclose to Grantee, to the extent of Grantor's actual knowledge, the location of any known utilities or infrastructure within the Site and adjoining grounds prior to commencement of excavation work. As such, Grantee shall take reasonable precautions to prevent damaging any concealed/buried utilities and infrastructure that are properly marked, disclosed, or is likely present within the Site and adjoining grounds and Grantee shall instruct its construction crew to use caution and appropriate methods in order to avoid severing or damaging existing utilities or other objects from existing systems.

6. Grantor's Access to Site. Grantor shall at all times have access to and the right to inspect the Site and the Grantee Facilities. Grantor shall not have unsupervised access to Equipment, except in the event of emergency.

7. Taxes. If personal property, increases in real estate, or other taxes are assessed, Grantee shall pay any portion of such taxes which are solely and directly attributable to the Equipment or Grantee's use of the Site. Grantor shall provide prompt and timely notice of any tax or assessment for which Grantee is liable. Grantee shall have the right to challenge any tax or assessment.

8. Termination and Surrender. This Agreement shall terminate upon the occurrence of one or more of the following events: (i) by mutual written agreement of Parties; (ii) by reason of uncured default by one party (uncured default being defined as the failure of one party to remedy its failure to comply with the terms and conditions of this Agreement within 30 days' from receipt of written notice of the other party); (iii) upon expiration of the Term of this Agreement; (iv) by reason of condemnation or destruction of Site as provided herein; (v) Grantee may terminate the Agreement without further liability, for any or no reason, upon ninety (90) days prior written notice to Grantor. Upon termination, Grantee will immediately surrender possession of Site to Grantor. If possession is not immediately surrendered upon termination, Grantor may, in compliance with the laws of the State of Idaho, remove all Equipment from Site and bill all costs of such removal to Grantee for payment within 30 days.

9. Destruction or Condemnation. In the event of damage to or destruction of the Site by fire or other casualty, except for damage caused by the negligence or willful act or omission of Grantee, Grantor may at its option either (a) promptly repair such damage or cause such damage to be repaired, in which event the Agreement shall continue in full force and effect, or (b) terminate the

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Agreement as of the date of such damage, by giving Grantee written notice thereof within thirty (30) days of the damage. If any material portion of the Site, premises or Equipment are permanently condemned or taken under any governmental law, ordinance or regulation, by right of eminent domain, or by deed in lieu, then either party may, at its sole option and upon written notice to the other given within fourteen (14) days following the date the condemning authority takes title or possession, whichever comes first (“date of taking”), terminate this Agreement effective on the date of taking. For purposes of this Section a “material” portion of the building means such portion of the building as would render the remaining portion of the building insufficient for Grantee’s continuing use. If Grantee chooses not to terminate this Agreement upon destruction or condemnation, the Use Fee shall be reduced or abated in proportion to the actual reduction or abatement of use of Site until such time as the damage is repaired or Site replaced. If this Agreement is terminated pursuant to this Section 9, all rights and obligations of the Parties shall cease as of the effective date of termination.

10. Indemnity. Grantee and Grantee’s agents and subcontractors shall, to the fullest extent permitted by law, indemnify, defend and save Grantor, its successors, assigns, and agents harmless from any and all claims, liabilities, losses, costs, charges, or expenses that Grantor may incur as a result of any act or omission of the Grantee, Grantee’s employees, agents, contractors, and subcontractors in their use of Site under this Agreement or any other action in relation to this Agreement. If any action, claim, or demand is made against Grantor for any act or omission of the Grantee, its agents, contractors and subcontractors, the Grantee agrees to assume the expense and shall pay all costs, charges, attorneys' fees, settlements, judgments or other expenses incurred by or obtained against Grantor, and also, including all attorneys' fees and costs associated with any appeal proceeding. This indemnification shall survive the termination of this Agreement for claims, liabilities, losses, costs, charges, or expenses occurring after termination but attributable to the uses authorized by this Agreement.

Grantor shall be responsible only for the acts, omissions or negligence of Grantor and Grantor’s employees and agents. Nothing in this License 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.*

11. Insurance. Grantee and Grantee’s contractors and subcontractors are required to carry the types and limits of insurance shown in this Section 11, and provide Grantor with a Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with these insurance requirements. Certificates from Grantee and Grantee’s contractor, independent contractors, and subcontractors shall be provided seven (7) days prior to Grantee’s use of Grantor’s property. All insurers shall have a Best’s rating of “A minus V” or better and be eligible or authorized to do business in Idaho. For claims arising out of Grantees operations, negligent acts or willful misconduct all liability policies required shall be written as primary policies and not contributing to nor in excess of any coverage Grantor may choose to maintain. All required liability policies, (for the avoidance of doubt the applicable liability policies are Commercial General Liability Insurance, Umbrella (if applicable), and Commercial Auto Liability Insurance policies), shall include State of Idaho and the Regents of the University of Idaho as an additional insured. Grantor’s additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Grantee, its employees, or agents; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Grantor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the negligence of Grantor, its employees,

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agents or independent contractors; and, (iii) not exceed Grantee's obligation under this Agreement, if any. Certificates shall be emailed or mailed to: UI-Risk@edu.idaho.gov or 875 Perimeter Dr MS 2433, Moscow ID 83844-2433, Attn: Risk Management. All required liability policies shall contain waiver of subrogation coverage or endorsements, for the avoidance of doubt the waiver will apply to the Commercial General Liability Insurance, Umbrella (if applicable), Commercial Auto Liability Insurance policies. 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 this License. Grantee shall at its sole cost and expense, procure and maintain insurance of the types and in the amounts described below:

a. Commercial General and or Umbrella excess Liability Insurance: Grantee and Grantee's contractors, independent contractors and subcontractors while working hereunder shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1 million each occurrence and \$2million in the aggregate. 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, products-completed operations, personal injury and advertising injury, and contractual liability coverage.

b. Commercial Auto Insurance: Grantee and Grantee's agents, contractors, independent contractors and subcontractors shall maintain a Commercial Auto policy with a Combined Single Limit of \$1million. Coverage shall include Non-Owned and Hired Car coverage.

c. 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, its employees, officers or agents, except to the extent such loss or damage is caused by Grantor's gross negligence or willful misconduct.

d. Workers' Compensation: Where required by law, Grantee and Grantee's agents, contractors, independent contractors and subcontractors shall maintain all statutorily required coverages including Employer's Liability. 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.

f. Pollution Liability: In the event that any Activity involves the use, installation, remediation or other work involving or relating to Hazardous Materials as defined in this Agreement. Then Grantee and Grantee's agents, contractors, independent contractors and subcontractors shall maintain pollution liability insurance covering liabilities and losses arising out of such Activity with a limit of not less than \$1 million each occurrence and \$2 million in the aggregate.

Notwithstanding the forgoing, Grantee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Grantee elects to self-insure its obligation under this Agreement to include (as defined above) Grantor as an additional insured, the following conditions apply:

UI / T-Mobile – License Agreement Theopolis Tower Moscow Idaho

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TMO Signatory Level: L07,SL07
NLG-126424

Site ID: SP01121A
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(i) Grantor shall promptly and no later than thirty (30) days after notice thereof provide Grantee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Grantee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Grantor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Grantee; and

(iii) Grantor shall fully cooperate with Grantee in the defense of the claim, demand, lawsuit, or the like.

12. Section Intentionally Omitted.

13. Assignment and Sub-licensing. Grantee may not assign, sublicense, or otherwise transfer all or any part of its interest in this Agreement granted herein without the prior written consent of Grantor. However, in the specific event of Grantee's assignment or similar transfer of interest to Grantee's (i) parent company, (ii) any subsidiary, "partner or affiliate" (partner or affiliate is defined as "meaning any entity that directly or indirectly controls, is controlled by, or is under common control with Grantee"), (iii) any entity resulting from a merger, consolidation, reorganization, or sale of substantially all of Grantee's assets, or (iv) to any successor-in-interest or entity acquiring a controlling interest in Grantee's stock or assets, Grantee may assign or otherwise transfer upon written notice to Grantor, (but without need for Grantor's consent). Grantee may not permit any other entity or individual to use the Site or Equipment without the prior written consent of Grantor.

14. Hazardous Substances. Grantee agrees that it will not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Site or Grantor's property in violation of any law or regulation. Notwithstanding anything in this Agreement to the contrary, Grantor shall not assert Grantee's liability or obligation with respect to any Hazardous Materials in, on, under, about, or within the Site or Grantor's property except to the extent such Hazardous Materials are or were brought onto the Site or Grantor's property by Grantee or Grantee's contractors or subcontractors. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the U. S. Government or the State of Idaho to cause cancer and/or reproductive toxicity, and/or any substance, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation.

15. Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the Parties to this Agreement to enforce the terms and conditions of this Agreement or arising from the breach of any provision hereof, the prevailing party will be entitled to receive reasonable attorneys' fees, if awarded by a court of competent jurisdiction.

16. Notice. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested, to be effective after deposit in the U.S. mail, or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. . 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:

Site ID: SP01121A
Market: Spokane, WA
The Grantor:

Board of Regents of the University of Idaho
Office of Vice President, Finance & Admin
875 Perimeter Drive MS 3168
Moscow, ID 83844-3168

The Grantee:

T Mobile USA, Inc.
Attn: Lease Compliance/Site # SP01121A
12920 SE 38th Street
Bellevue, WA 98006

17. Entire Agreement; Modification. This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by an authorized representative of Grantee and an authorized representative of Grantor.

18. Governing Law; Forum. This Agreement shall be governed by and construed under the laws of the state of Idaho. The venue for any action brought to enforce this Agreement or otherwise shall be in the court of competent jurisdiction in Latah County, Idaho.

19. Non-Use of Names and Trademarks. Grantee shall not use the name, trade name, trademark, or other designation of the Grantor, or any contraction, abbreviation, or simulation of any of the foregoing, in any advertisement, for any commercial or promotional purpose, or for any other purpose (other than in performing under this Agreement) without the Grantor's prior written consent in each case.

20. Paragraph Headings. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

21. Non-Waiver. The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

22. 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 therefore, 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 (except for financial ability), shall excuse the performance, except for the payment of money, by such party for a period equal to any such prevention, delay or stoppage.

23. Nondiscrimination.

A. Grantee shall not discriminate against any employee or applicant for employment in the performance of this Agreement, 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. Grantee certifies that it does not, and will not maintain segregated facilities or

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accommodations on the basis of race, color, religion or national origin. Regarding any position for which an employee or an applicant is qualified, the Grantee agrees to employ, train, advance in employment, and retain individuals in accordance with applicable laws and regulations including:

1. 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).

2. For nondiscrimination based on Disability 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).

3. For nondiscrimination based on Age this includes, but is not limited to, Executive Order 11141, February 12, 1964 (29 CFR 2477).

B. Grantee shall include the terms of this clause in every subcontract or purchase order exceeding \$50,000 which is related to the performance and obligations under this Agreement and shall act as specified by the Department of Labor to enforce the terms and implement remedies.

24. Institution's Rules, Regulations, and Instructions. Grantee shall follow and comply with all rules and regulations of the Grantor and the reasonable instructions of Grantor's personnel. The Grantor reserves the right to require the removal of any worker it deems unsatisfactory for any reason.

25. Representations and Warranties. To Grantee's actual knowledge without independent inquiry, Grantee represents and warrants, as of the date hereof, the following: (a) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform its obligations hereunder; (b) that it may legally conduct business in Idaho, that is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services, equipment, and goods required hereunder, and that it has or will obtain all licenses and permits required by law; (c) that in performing the services called for hereunder Grantee will not be in breach of any agreement with a third party; and (d) that it has inspected the property and Site and that the same are suitable and adequate in all respects for Grantee's operations under this Agreement.

26. Binding Effect. This Agreement is for the benefit only of the parties hereto and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

27. Time of Essence. All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

28. No Joint Venture. Nothing contained in this agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties.

29. Entity Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on UI / T-Mobile – License Agreement Theopolis Tower Moscow Idaho Page 10 of 19

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behalf of said entity in accordance with duly adopted organizational documents or agreements and if appropriate a resolution of the entity, and that this Agreement is binding upon said entity in accordance with its terms. The individual executing this Agreement on behalf of Grantor is acting pursuant to delegated authority under the Board of Regents Policy V.I.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement:

GRANTOR:

Board of Regents of the University of Idaho,
a state educational institution

Kim Salisbury, SAVP Finance & Planning
Date: _____

GRANTEE:

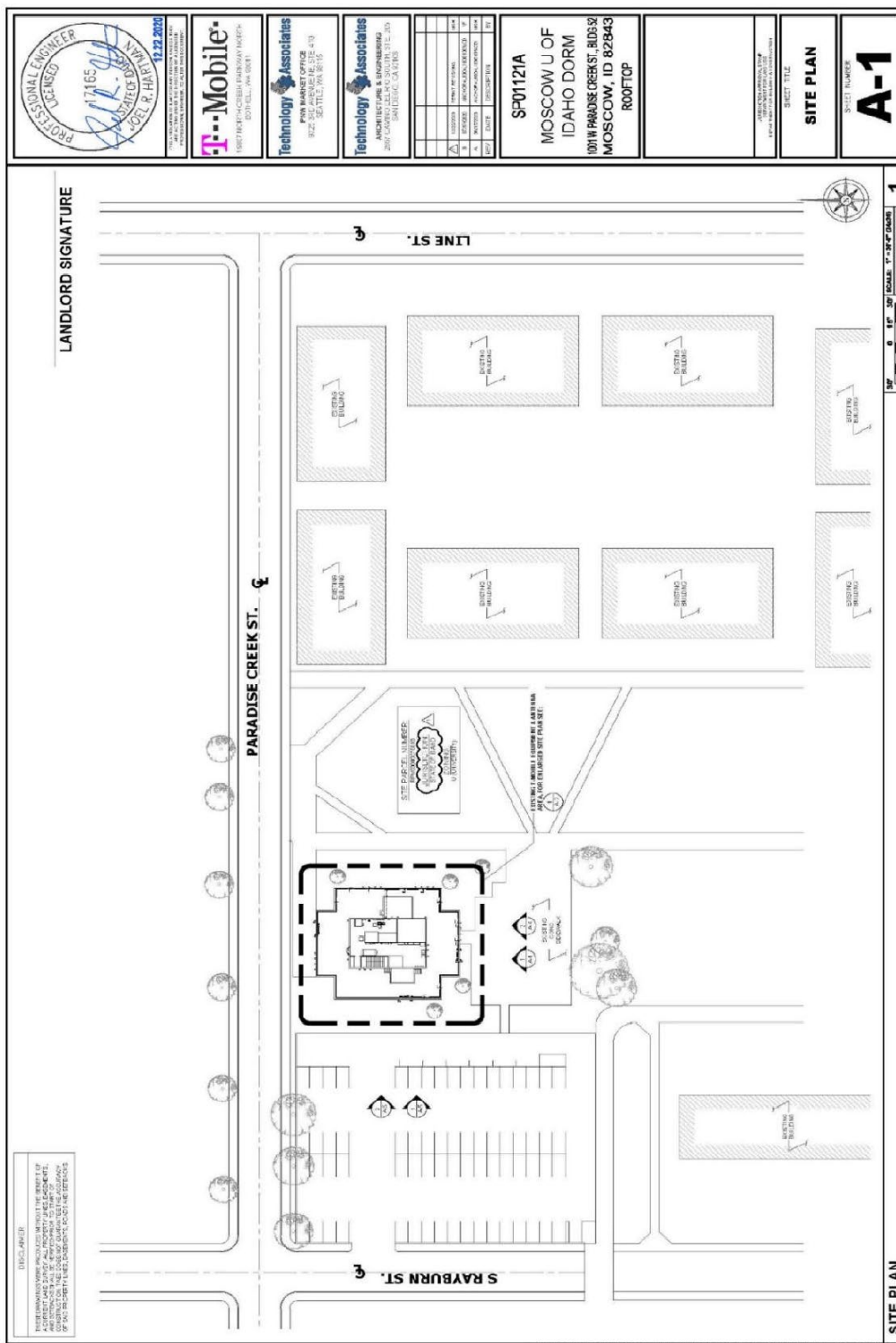
T-Mobile West LLC,
a Delaware limited liability company

Date: _____



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Market: Spokane, WA

Exhibit A



Site ID: SP01121A
Market: Spokane, WA

Exhibit A (continued)

PROFESSIONAL ENGINEER
17165
NORTH AVENUE
SPokane, WA 99208
DATE: APR 27, 2020

T-Mobile
1000 WEST CENTER AVENUE, SUITE 100
SPokane, WA 99201

Technology Associates
700 W. PARKER AVENUE
SPokane, WA 99201

Technology Associates
ARCHITECTURE & ENGINEERING
200 S. PARKER AVENUE, SUITE 200
SPokane, WA 99201

NO.	DATE	DESCRIPTION	BY
1	04/27/20	ISSUED FOR PERMIT	BAHR
2	05/14/20	REVISED PER COMMENTS	BAHR
3	05/14/20	REVISED PER COMMENTS	BAHR
4	05/14/20	REVISED PER COMMENTS	BAHR
5	05/14/20	REVISED PER COMMENTS	BAHR
6	05/14/20	REVISED PER COMMENTS	BAHR
7	05/14/20	REVISED PER COMMENTS	BAHR
8	05/14/20	REVISED PER COMMENTS	BAHR
9	05/14/20	REVISED PER COMMENTS	BAHR
10	05/14/20	REVISED PER COMMENTS	BAHR

SP01121A
MOSCOW U OF
IDAHO DORM
1001 PARKSIDE BREEK ST. BLDG 351
MOSCOW, ID 83843
ROOFTOP

ANTENNA PLANS
SHEET NUMBER
A-3

TOWER FINAL EQUIPMENT INVENTORY				
SUPPLIER NAME	QUANTITY	DESCRIPTION	MANUFACTURER	HEIGHT (FEET)
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100
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FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100

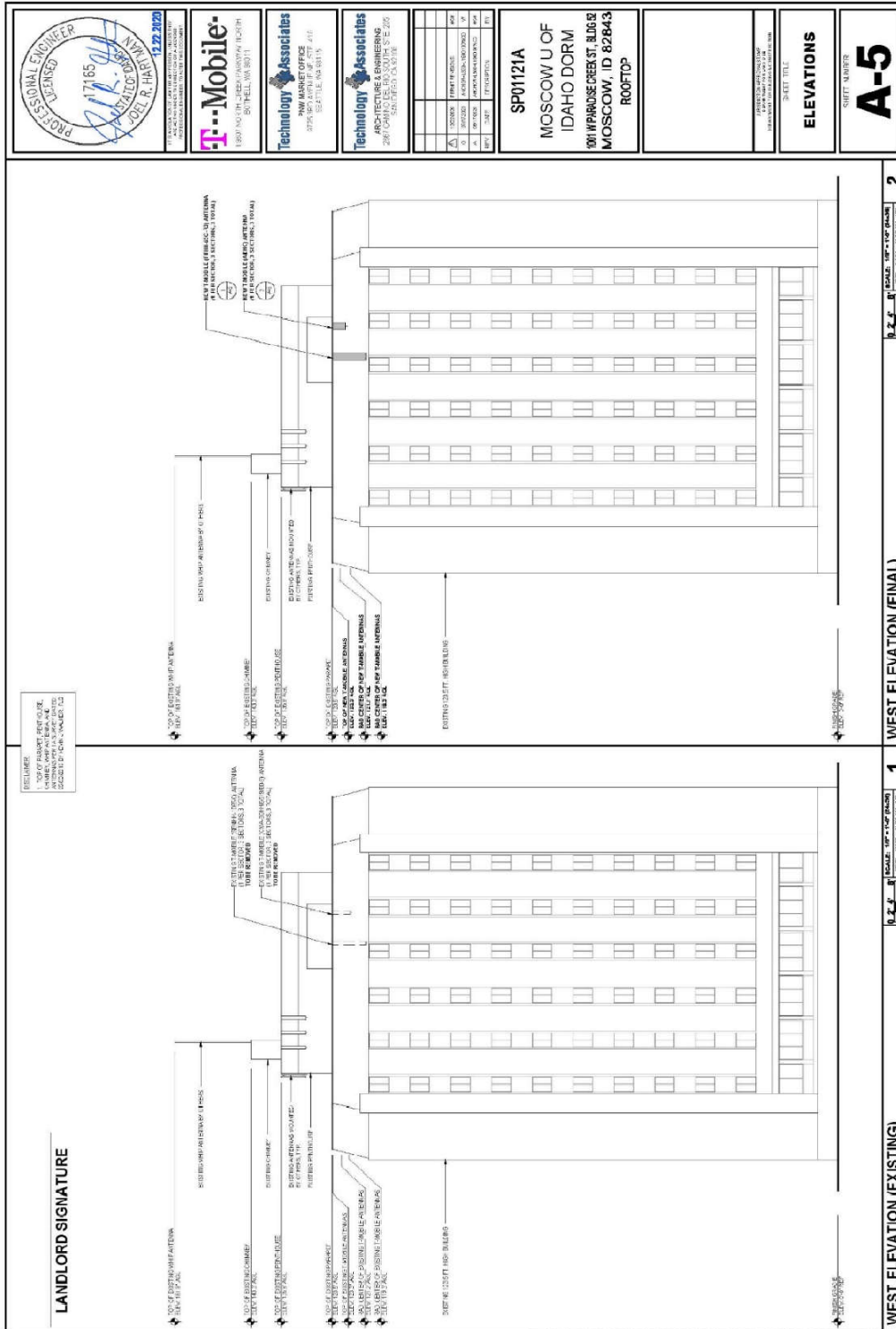
TOWER FINAL EQUIPMENT INVENTORY				
SUPPLIER NAME	QUANTITY	DESCRIPTION	MANUFACTURER	HEIGHT (FEET)
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100
FEDERAL SIGNAL	02	ANTENNA	COMPOSITE	100

LANDLORD SIGNATURE

ANTENNA PLAN (EXISTING) **ANTENNA PLAN (FINAL)**

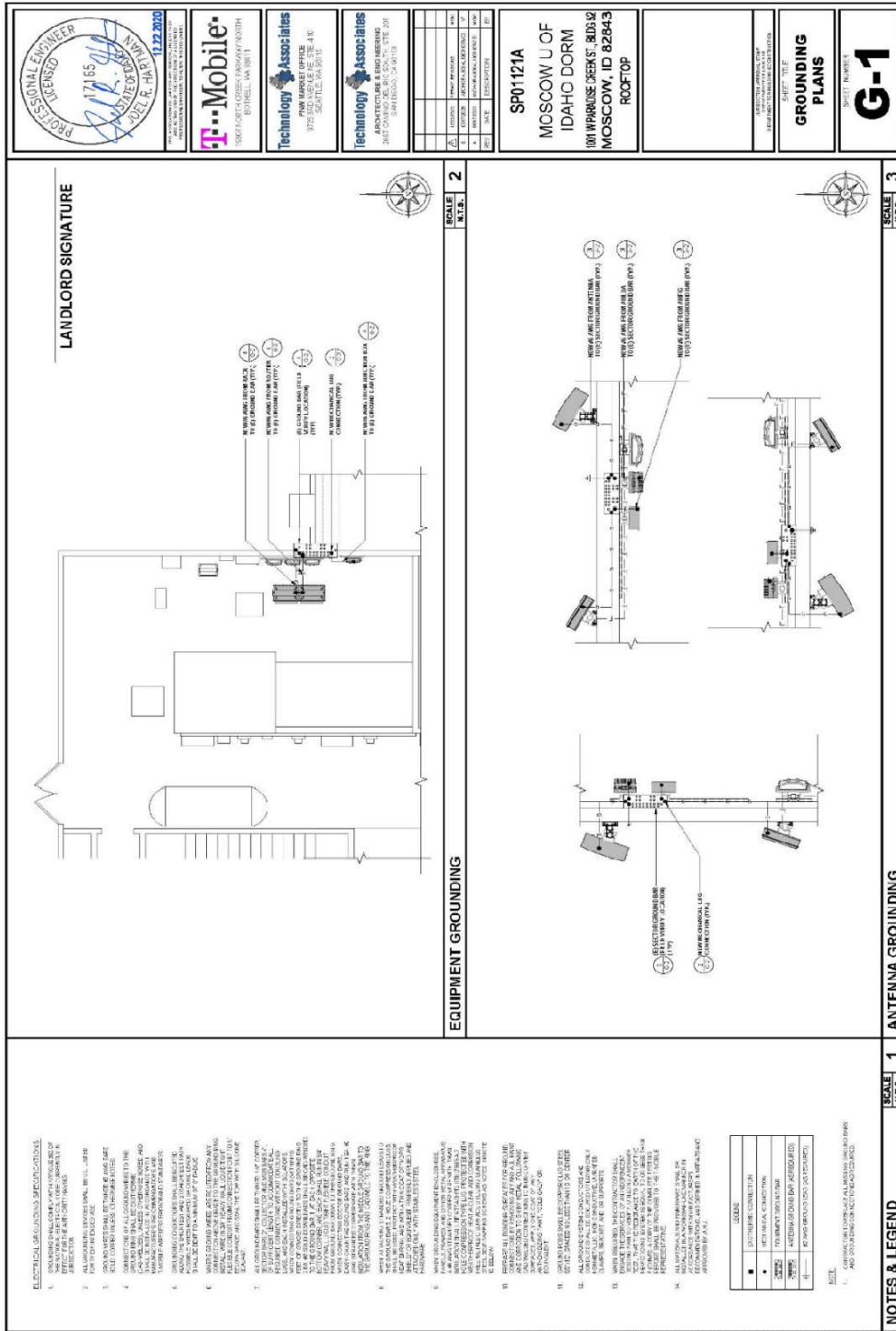
Site ID: SP01121A
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Exhibit A (continued)



Site ID: SP01121A
Market: Spokane, WA

Exhibit A (continued)



CONSENT
JUNE 16-18, 2026

SUBJECT

Emergency Provisional Applications

REFERENCE

April 2019	Board approved SDE recommendations for processing emergency provisional certificates.
August 2019	Board approved SDE revised procedures regarding emergency provisional certificates
October 2025	Board approved seventeen (17) provisional certificates for the 2025-2026 school year
December 2025	Board approved Thirty-four (34) provisional certificates for the 2025-2026 school year
February 2026	Special Board meeting - Board approved thirteen (13) provisional certificates for the 2025-2026 school year
April 2026	Board approved five (5) provisional certificates for the 2025-2026 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 hold a certificate issued under authority of the Idaho State Board of Education, valid for the service being rendered. Section 33-1203, Idaho Code allows the Idaho State Board of Education to authorize a provisional certificate for teachers when the candidate has at least two (2) years of college training and an emergency has been declared. This section of code does not authorize issuance of emergency provisional certificates for pupil service staff or administrators.

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

In the past three (3) years, the Idaho State Board of Education has approved the following numbers of provisional certificates:

- SY 2022-2023: 212 provisional certificates
- SY 2023-2024: 172 provisional certificates
- SY 2024-2025: 56 provisional certificates

Thus far, the Idaho State Board of Education has approved sixty-nine (69) provisional certificates for the 2025-2026 school year.

**CONSENT
JUNE 16-18, 2026**

DISCUSSION

The Idaho Department of Education received one (1) complete Emergency Provisional Certificate applications for Instructional certificate(s)/endorsement(s) by April 19, 2026.

The Certification Department of the Idaho Department of Education reviewed each candidate's full application. Each candidate presented below, requesting Instructional certificate(s)/endorsement(s), has completed at least two (2) years of college training, making them eligible for emergency provisional certificate consideration. Each LEA has declared a hiring emergency, summarized the hiring efforts, and attested to the candidate's ability to fill the position.

The Idaho Department of Education is requesting authorization to issue provisional certificate(s) as presented below.

1. Cambridge School District #432

Applicant Name: Ann Hollon

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 48

Declared Emergency Date:

Hire/Assignment Date: August 2025

Summary of Recruitment Efforts: See attached letter from the Superintendent.

The candidate was hired in August; however, her overseas transcripts could not be retrieved, verifying a degree had been completed. Ann is currently enrolled with WGU and needed to obtain 48 credits before being eligible for the Provisional application.

IMPACT

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

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

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff verified that each candidate has completed at least two (2) years of college training and that the school district has declared a hiring emergency. All candidates have been hired by a local education agency as teachers for the 2025-2026 school year. Candidates that have already completed a Baccalaureate degree or higher are not eligible to apply through another pathway.

Staff recommends approval.

CONSENT
JUNE 16-18, 2026

BOARD ACTION

I move to authorize the Idaho Department of Education to issue emergency provisional standard instructional certificate(s) for candidate 1 as presented above, effective for the 2025-2026 school year only, and pending a cleared background check.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
JUNE 16-18, 2026

SUBJECT

Professional Standards Commission Appointments

APPLICABLE STATUTE, RULE OR POLICY

Idaho Code § 33-1252

BACKGROUND/DISCUSSION

Section 33-1252, Idaho Code, sets forth criteria for membership on the Professional Standards Commission (PSC). The PSC consists of eighteen (18) members including one (1) from the Idaho Department of Education and one (1) from the Division of Career Technical Education. The remaining members must Idaho educators, with not less than seven (7) certificated public school classroom teachers, at least one (1) teacher of exceptional children, and at least one (1) representative pupil personnel services. The Idaho School Superintendents' Association, the Idaho Association of Secondary School Principals, the Idaho Association of Special Education Administrators, the education departments of private colleges, and the colleges of letters and sciences of the institutions of higher education may submit nominees for (1) position each. The community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions.

Four (4) positions on the PSC are open for three (3) year appointments, effective July 1, 2026: one (1) position representing special education administrators, one (1) position representing the education departments of the public institutions of higher education, one (1) position representing certificated classroom teachers, and one (1) position representing the Idaho State Department of Education.

Nominations for open positions were solicited from the Idaho Education Association, Northwest Professional Educators, the Idaho Association of Special Education Administrators, the Idaho Association of Colleges of Teacher Education, and interested educators, from January 2 to March 1, 2026.

On March 18, 2026, the PSC staff reviewed the nominations received for each position, considering factors such as regional representation, school size, and nominee experience. Bryon Kennedy of Sugar-Salem School District, Taylor Raney of University of Idaho, and Samantha Kallas of Idaho Arts Charter School are recommended for appointment to the Professional Standards Commission for a three (3) year term beginning July 1, 2026, and ending June 30, 2029. The Idaho Department of Education has requested that Alica Holthaus, Deputy Superintendent, replace Wendy Moore, Deputy Superintendent, as the Idaho Department of Education representative on the PSC, effective July 1, 2026, through June 30, 2029.

IMPACT

Section 33-1252, Idaho Code, the Board appoints or reappoints members to the Professional Standards Commission.

**CONSENT
JUNE 16-18, 2026**

ATTACHMENTS

- Attachment 1 – PSC Member Roster
- Attachment 2 – Bryon Kennedy Resume
- Attachment 3 – Taylor Raney Resume
- Attachment 4 – Samantha Kallas Resume
- Attachment 5 – Alica Holthaus Resume

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

BOARD ACTION

I move to appoint Bryon Kennedy of Sugar-Salem School District to the Professional Standards Commission, replacing Ramona Lee of West Ada School District, for a three-year term beginning July 1, 2026, and ending June 30, 2029, representing special education administrators.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Taylor Raney of University of Idaho to the Professional Standards Commission, replacing Katie Mathais of Boise State University, for a three-year term beginning July 1, 2026, and ending June 30, 2029, representing education departments of the public institutions of higher education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Samantha Kallas of Idaho Arts Charter School to the Professional Standards Commission, replacing Jonelle Warnock of Boise School District, for a three-year term beginning July 1, 2026, and ending June 30, 2029, representing certificated classroom teachers.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Alica Holthaus of the State Department of Education to the Professional Standards Commission, replacing Wendy Moore of the State Department of Education, for a three-year term beginning July 1, 2026, and ending June 30, 2029, representing the State Department of Education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



Idaho Professional
Standards Commission

2025-2026 Member Roster

Angela Gillman, Chair

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

Erika Estes, Classroom Teacher
Weiser School District #431
Term 7/1/24 – 6/30/27

Melyssa Ferro, Classroom Teacher
Caldwell School District #132
Term 7/1/25 – 6/30/28

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

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

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

Amy McBride, Secondary Principal
Twin Falls School District #411
Term 7/1/25 – 6/30/28

Jason Moss, School Superintendent
Grace School District #148
Term 7/1/25 – 6/30/28

Melissa Rose, Vice Chair

Pupil Service Staff
Lakeland School District #272
Term 7/1/25 – 6/30/28

Jamee Nixon, College of Letters and Sciences
Northwest Nazarene University
Term 7/1/25 – 6/30/28

Matthew Pollard, Classroom Teacher
Moscow School District #281
Term 7/1/25 – 6/30/28

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

Katie Shoup, Chief Educator Officer
Idaho Career Technical Education
Term 7/1/25 – 6/30/28

Royal Toy, Public Teacher Education
Lewis-Clark State College
Term 7/1/25 – 6/30/28

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

Vacant, Elementary Principal

Vacant, State Department of Education

Vacant, Teacher of Exceptional Children

Bryon J. Kennedy

EDUCATION:

- IDAHO STATE UNIVERSITY-Pocatello, Idaho
 - Endorsement courses: Director of Special Education, June 2016
- WESTERN GOVERNORS' UNIVERSITY-Salt Lake City, Utah
 - Master's Degree Educational Leadership, December 2014
 - Capstone Project: *Stakeholder Benefits of Kindergarten Screeners* September 2014
- UTAH STATE UNIVERSITY - LOGAN, Utah
 - Double B.A. Elementary & special Education, 1997
 - Special Education Department Scholarship
- RICKS COLLEGE – Rexburg, Idaho
 - Associates, Elementary Education, 1993

TEACHING AND ADVISING:

- ISU Course Instructor/Facilitator [2018-current]
 - Create and facilitate professional development course for staff of Sugar-Salem Joint School District #322 for recertification purposes
- Adjust Faculty Instructor [January 2019-2021] BYUUI
 - Same as online instructor
 - Ended due to COVID-19; drop in student numbers
- On-Line Instructor [January 2017-January 2020] BYUUI
 - Facilitate and teach SpEd 310: Exceptional Child K-6 Grades
 - Mentor pre-service students in learning and understanding their role to support students with special needs
- Student and Teacher Services Director [July 2015-present] Sugar-Salem School Dist. #322
 - Program oversight: Special Education, Homeless, Foster Care, and staff professional development
 - Facilitate Professional Development Courses for staff in district as well as those offered through ISU
- Student and Teacher Services Director [July 2011-2015] Sugar-Salem School Dist. #322
 - Oversee the daily operations of the Special Education, Migrant, Homeless, and English Language Learner Programs
 - Evaluate Program Staff using Danielson Framework
 - Collaborate with district, region, state, and community members to coordinate appropriate educational outcomes for students
 - Co-coordinate district wide professional development activities
 - Plan, organize, document, carryout, and evaluate professional development activities for K-12 certificated and paraprofessional staff
 - SchoolNet District Team
 - MANDT district trainer [2011-2014]
 - District Paraprofessional Trainer and ETS Proctor [June 2003-present].
- Federal Program Specialist [August 2007-July 2012] Sugar-Salem School Dist. #322
 - Title 1A Elementary Teacher
 - Building Testing Coordinator
 - District Migrant/LEP Director
 - District Response to Intervention Coordinator
 - Homeless/Youth in Transition District Coordinator

- Summer School Teacher (June 2002-current)
 - Teach elementary summer remedial classes focusing on literacy
- K-3 Special Education Teacher [August 2000-August 2007] Sugar-Salem School Dist. #322
 - Same Special Education responsibilities as listed below
- 4-6 Special Education/ K-12 English as a Second Language Teacher [August 1997-August 2000] Sugar-Salem School Dist. #322
 - Teach reading, writing, math, and behavioral skills to students with various disabilities in either in inclusive or pull-out model based on student needs
 - Evaluate student's eligibility for services based on variety of categorical requirements
 - Keep accurate and timely records/files
 - Support to colleagues for student accommodations, modifications, resources materials as needed
 - Supervise paraprofessionals
 - Teach listening, speaking, reading, and writing skills to ESL students
- K-5 Computer Lab Instructor [January 1997-June 1997] Hyrum, Utah
 - Plan computer literacy lessons and activities for students
 - Support teachers in computer-based projects for their classes as needed
 - Basic technology troubleshooting on computer hardware and network

RESEARCH EXPERIENCE:

- Master's Capstone Project: *Stakeholder Benefits of Kindergarten Screeners*; Western Governors' University, September 2014; Daniel Williams mentor, Dr. Don Rainwater Facilitator PUBLICATIONS:
- Assessment: A Development Guidebook for Teachers of English-Language Learners; Northwest Regional Educational Laboratory; Portland, Oregon. Contributing educator

HONORS AND AWARDS:

- 2014 *Educator of the Year* Awarded by Rexburg Area Chamber of Commerce

PROFESSIONAL SERVICE:

- Idaho State Department of Education: Results Driven Accountability Project (2015-current)
- Pre-service Portfolio Review Committee Member; Brigham Young University Idaho (2016-current)
- Former Sugar-Salem Education Association leadership (building representative, vice-president, president)

PROFESSIONAL MEMBERSHIP:

- Council for Exceptional Children
- Idaho Association of School Administrators

REFERENCES:

- Upon request

Additional Functional Expertise:

- Committee member for the following committees or areas:
 - hiring personnel, Insurance, policy development, curriculum adoption
- Volunteer Work: Adoption Educator for private agency; Ecclesiastical opportunities in working with children, youth, and adults
- Eagle Scout; scouting committee member and leader

CURRICULUM VITAE

University of Idaho

NAME: Taylor Raney

DATE: January 18, 2026

RANK OR TITLE: Associate Dean for Undergraduate Education, Director of Teacher Education, Professor of Curriculum and Instruction

DEPARTMENT: Curriculum and Instruction



DATE OF FIRST EMPLOYMENT AT UI: June 21, 2015

DATE OF PRESENT RANK OR TITLE: June 25, 2023

EDUCATION BEYOND HIGH SCHOOL:

Degrees:

Ph.D. (2015) Northwest Nazarene University, Educational Leadership
Ed.S. (2013) Northwest Nazarene University, Educational Administration
M.Ed. (2012) Northwest Nazarene University, Curriculum and Instruction
M.Ed. (2006) Northwest Nazarene University, Educational Administration
B.S.Ed. (2002) University of Idaho, Secondary Education

Certificates and Licenses:

Idaho Standard Secondary Credential: English 6/12, French K/12, Humanities 6/12, Psychology 6/12
Idaho Standard Administrator: School Principal Pre-K/12, Superintendent

EXPERIENCE:

Teaching Appointments:

2023-present Clinical Professor, Dept. of Curriculum and Instruction, University of Idaho, Moscow, ID
2015–2023 Clinical Associate Professor, Department of Curriculum and Instruction, University of Idaho, Moscow, ID
2003–2008 Secondary Teacher, West Junior & Boise Senior High Schools, Boise School District, Boise, ID

Academic Administrative Appointments:

2015-present Director of Teacher Education, College of Education, Health and Human Sciences, University of Idaho, Moscow, ID
2018-2023 Associate Chair, Department of Curriculum and Instruction, College of Education, Health and Human Sciences, University of Idaho, Moscow, ID
2020-present Core Program Coordinator, College of Education, Health and Human Sciences, Department of Curriculum and Instruction, University of Idaho, Moscow, ID
2015-2020 Elementary Program Coordinator, College of Education, Health and Human Sciences, Department of Curriculum and Instruction, University of Idaho, Moscow, ID
2015-2020 Secondary Program Coordinator, College of Education, Health and Human Sciences,

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Department of Curriculum and Instruction, University of Idaho, Moscow, ID
2013-2015 Director of Teacher Certification, Idaho State Department of Education, Boise, ID
2013-2015 Director of Professional Standards, Idaho State Department of Education, Boise, ID
2008-2013 Wilson Elementary School Principal, Caldwell School District, Caldwell

TEACHING ACCOMPLISHMENTS:

Areas of Specialization:

Curriculum and Instruction
Educational Leadership

Courses Taught:

ED 250, College of Education, Health and Human Sciences Ambassadors: Spring 2019, Fall 2019, Spring 2020, Fall 2020, Spring 2021, Fall 2021
ED 602, Literature Review, Fall 2021
EDCI 201, Contexts of Education: Fall 2017, Fall 2018, Spring 2026
EDCI 301, Learning, Development, and Assessment: Fall 2015, Fall 2016
EDCI 401, Internship Seminar: Fall 2019 (f2f sec 01, online sec 02, & virtual sec 03), Fall 2020, Fall 2021
EDCI 402, Practicum: Elementary Methods, Fall 2021
EDCI 404, Special Topics, World Languages Teaching Methods, Spring 2021, Spring 2022
EDCI 408, Integrated Methods Practicum I: each semester Fall 2020 – Fall 2025
EDCI 409, Integrated Methods Practicum II: Spring 2019
EDCI 437, Secondary Foreign Language Methods: Fall 2019
EDCI 447, Secondary Foreign Language Methods Practicum: Fall 2019
EDCI 499, DS Secondary Foreign Language Methods, Fall 2021
EDCI 501, Internship Seminar: Fall 2019 (online)
EDCI 598, Intern: Secondary Teaching, Fall 2019, Spring 2020, Fall 2020, Spring 2021, Fall 2021
EDCI 599, Non-thesis Master's Research: Spring 2018, Summer 2018, Spring 2021
EDCI 600, Doctoral Research and Dissertation: Summer 2021
EDAD 534, The Principalship: Summer 2016
EDAD 595, Administration and Supervision of Personnel: Summer 2016, Summer 2017, Summer 2020, Summer 2021, Summer 2022, Summer 2023, Summer 2024
ISEM 301, Alcohol and Drug Prevention: Spring 2016, Fall 2016, Spring 2017, Fall 2017, Spring 2019

SCHOLARSHIP ACCOMPLISHMENTS:

Refereed/Adjudicated

Scholarship of Application

Raney, T., Studebaker, B., Rauh, T., Blevins, B., Hollingshead, A. (2025). University of Idaho CAEP Self-Study Report. University of Idaho. Moscow, ID.
Raney, T., Rauh, T. (2025). University of Idaho State Accreditation. University of Idaho. Moscow, ID.
Raney, T., Dousay, T., Jensen, J. (2021). University of Idaho CAEP Rejoinder. University of Idaho. Moscow, ID.
Raney, T., Dousay, T., Jensen, J. (2020, October). University of Idaho State Accreditation. University of Idaho. Moscow, ID.
Raney, T., Dousay, T., Jensen, J. Hollingshead, A. (2020, April). University of Idaho CAEP Self-Study Report Addendum. University of Idaho. Moscow, ID.
Raney, T., Dousay, T., Campbell, D., Jensen, J. Carr-Chellman, A., Hollingshead, A. (2019, July). University of Idaho CAEP Self-Study Report. University of Idaho. Moscow, ID.

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Scholarship in Discovery

- Lauritzen, K., Scheef, A., Dousay, T., **Raney, T.**, Dixon, R. (under review). A phenomenological study of K-12 education union leadership perceptions of advocacy for the education profession. *Educational Evaluation and Policy Analysis*.
- Marino, M., Scheef, A., Hollingshead, A., Carson, J., Cheah, Y.H., **Raney, T.**, Lemke, C. (under review). Enhancing Special Education Teacher Preparation with Technology Integration. *Teacher Education and Special Education*.
- Smith, A., Darragh, J., & **Raney, T.** (2023). Text-a-teacher: Exploring the potential of virtual mentoring of first-year teachers. *Washington Educational Journal*. Vancouver, WA.
- Scheef, A. R., Hollingshead, A., **Raney, T.**, Malone, K., Goebel, E., & Hayes, J. (2023). School personnel perceptions of video conference IEP meetings. *Journal of Special Education Technology*.
- Carr, A.A., **Raney, T.**, Campbell, D. (2020). Gem state inequalities: Examining the recent history of Idaho public school funding through Kozol's Lens. *Journal of Education Finance*.
- Carr, A.A., **Raney, T.**, Campbell, D. (2019). Rural funding inequities: The case of Idaho's public schools. *Kappan Online*. ([LINK](#))

Technical/Professional Reports:

- Raney, T.** (2015, May). Mathematics teacher certification in Idaho. Idaho Math Education Collaborative. Boise, ID.
- Raney, T.** (2015, January). Idaho tiered teacher licensure: Anticipated outcomes. Boise State University.
- Raney, T.** (2014, December). Issues in teacher certification. Teacher Education Coordinating Committee. University of Idaho
- Raney, T.** (2014, November). Tiered teacher licensure: What can the new teacher expect? Northwest Nazarene University.
- Raney, T.** (2014, October). Tiered licensure: Expected outcomes and ramifications. Lewis-Clark State College.
- Raney, T.**, Clark, L., Kellerer, P., Gramer, R. (2014, August). Idaho Board of Education vision for tiered teacher licensure in Idaho. Idaho School Superintendents' Annual Conference. Boise, ID.
- Raney, T.** (2014, July). Tiered teacher licensure: Other states' requirements and outcomes. Idaho State Board of Education.
- Raney, T.** (2014, April). Educator ethics: What school administration and leadership should know and do to support student safety. University of Idaho – Boise.

Accepted Refereed Presentations at International, National, Regional, and State Conferences:

- Cheah, Y.H., **Raney, T.**, Kim, J., & Wargo, E. (2025, April). Examining K-12 teachers' practices and barriers in integrating generative artificial intelligence. The American Educational Research Association (AERA). Denver, CO.
- Cheah, Y.H., **Raney, T.**, & Wargo, E. (2024, October). Exploring k-12 teachers' perceptions and readiness for AI integration. The Association for Educational Communications and Technology (AECT). Kansas, City, MO.
- Raney, T.**, Kim, J.H., & Wargo, E. (2022, October). Enhancing rural pre-service educators' competency through effective feedback. National Forum to Advance Rural Education, Green Bay, WI.
- Dousay, T., Darragh, J., **Raney, T.** (2021, June) Ready Preservice Teacher One: Creative solutions to

- virtual practicum experiences. P20 Conference: Learning by Doing, Twin Falls, ID.
- Darragh, J., **Raney, T.** (2020, April). Text-a-Teacher: Exploring Virtual Mentoring with First-Year Teachers. American Educational Research Association Annual Conference, San Francisco, CA. (Conference canceled)
- Raney, T.** (2019, March). Active Learning in Static Classrooms. Active Learning Symposium. Center for Excellence in Teaching and Learning, Moscow, ID.
- Rickey, D., **Raney, T.**, Pietryka, D., & DeGuire, D. (2019, January). Program Accreditation and Micro-Credentialing: Guided Discussions. Ted Andrews Winter Symposium, National Association of State Directors of Teacher Education and Certification, San Diego, CA.
- Raney, T.**, Sanchez, L., Lord, J., Neill, M., Snow, J., & Colon, L. (2018, June). The power of collaboration in the Idaho Coalition for Educator Preparation. National Association of State Directors of Teacher Education and Certification Conference, Minneapolis, MN.
- Raney, T.**, Snow, J., Sanchez, L., Kellerer, P., & VanMulle, H. (2017, February). EPP collaboration for continuous improvement across programs. American Association of Colleges of Teacher Education Annual Conference, Tampa, FL.
- Raney, T.** (2017, November). Idaho core standards and preparing teachers for a diverse world. University of Idaho Tribal Summit; Education: University and Tribal Partnerships, Moscow, ID.
- Raney, T.**, Snow, J., Sanchez, L., & Linder, C. (2015, November). Elevating the profession: Toward a continuum of professional learning. Idaho School Boards Association Annual Convention, Coeur d'Alene, ID.
- Raney, T.**, Sanchez, L., & Kellerer, P. (2015, October). Impact on reading fluency of double-dosed tier-one instruction for struggling kindergarten students. Northern Rocky Mountain Educational Research Association Conference, Boise, ID.
- Raney, T.** (2015, March). Educator ethics in a digital world. Idaho State Prevention Conference in Sun Valley, ID.
- Raney, T.** & Haas, S. (2014, August). Trends in educator ethics in Idaho. Idaho Association of School Administrators Summer Leadership Conference in Boise, ID.
- Losee, L., Wallace, J., **Raney, T.**, & Barzee, S. (2014, May). NTEP: Mapping our state's progress to transform educator preparation. 4th National Summit on Educator Effectiveness in San Antonio, TX. Kennedy, T., Sharrard, J., Serna, I., Johnston, H., Kennedy, T., **Raney, T.**, & Hammond, K. (2002, October). FLES K-6: Improving public awareness and support of elementary foreign language education programs. Idaho Association of Teachers of Language and Culture Annual Conference in Boise, ID.

Grants awarded

- Co-Principal Investigator. *Providing Educational Agriculture to Rural Schools*. Etienne, X., Van Buren, J., Mayes, I., Raney, T., & Wang, J. (2024-2026). \$239,997
- Co-Principal Investigator. *Idaho's Model Paraeducators Advance to Certified Teacher (IMPACT). Preparation of Early Intervention and Special Education Personnel Serving Children with Disabilities Who have High-Intensity Needs (84.325K)*. Scheef, A., Carson J., Hollingshead, A., & Raney, T. (2023-2028). Office of Special Education Programs (OSEP), U.S. Department of Education \$1,049,532
- Additional Investigator. *Vandal Experience Conference for High School Counselors*. (Principal Investigator: Erick Larson) Funded by the University of Idaho Vandal Ideas Project. (2021). \$15,000
- Senior Personnel. *Indigenous Knowledge for Effective Education Program (IKEEP)*. (Principal Investigator: V. Anthony-Stevens). Funded by the U.S. Department of Education. (2018- 2023). Award Notification # S299B180040. \$998,704
- Principal Investigator. *Network for Transforming Educator Preparation*. Funded by the Council of Chief State School Officers. (2013-2015). \$240,000

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SERVICE:

Committee Assignments:

University Level, Campus-wide

Member, University Teaching Committee, Fall 2023 - present
Member, RecWell Advisory Committee, Recreation and Wellbeing, Fall 2024 - present
Member, Search Committee, Lead Advisor, University Advising Services, Spring-Fall 2024
Member, Search Committee, Assoc. Director of Assessment and Accreditation, Summer 2023–Spring 2024
Member, President’s Council on Diversity and Inclusion, 2020-2024
EHHS Senator, Faculty Senate, Spring 2022 – Spring 2025
Member, Faculty/Staff Policy Committee, Fall 2022 – Spring 2025
Member, University Assessment and Accreditation Committee, Fall 2022 – Spring 2025
Chair, University Assessment and Accreditation Committee, Fall 2024 – Spring 2025
Chair, Dismissal Hearings Committee, Fall 2023 – Spring 2024
Chair, Teacher Education Coordinating Committee, 2015 - present
Stand-in Member (for colleague sabbatical), University Curriculum Committee, Spring 2022
Member, University Curriculum Committee, 2016-2019
Chair, University Curriculum Committee, AY 2018-19
Member, Academic Strategic Steering Committee, 2018-2021
Administrator Alternate, Dismissal Hearings Committee, 2018-2021
Member, Dismissal Hearings Committee, 2021-2023
Member, General Education Steering Committee, 2020-2022

College Level

College of Education, Health and Human Sciences

Member, Search Committee, Business Officer II, Summer 2025
Chair, Search Committee, Data and Assessment Coordinator, Spring 2024
Member, Justice, Equity, Diversity, and Inclusion committee, 2022-present
Member, Leadership Team, 2015-present
Chair, Teacher Education Academic Appeals Committee, 2015-present
Member, College Coordinating Committee, 2015-present
Member, Teacher Career Fair Steering Committee, 2015-2024
Chair, Teaching and Learning Collaborative, January 2022-present
Chair, Search Committee, Assessment and Accreditation Coordinator, Fall 2021
Member, Search Committee, Student Services Coordinator, Fall 2021
Member, Search Committee, Administrative Assistant, AY 2021-22
Member, Clinical Faculty Promotion Committee, AY 2018-20
Member, Promotion and Tenure Committee, 2018-2019
Member, Search Committee, Student Services Support Staff, 2018
Member, Search Committee, Student Services Coordinator, AY 2018-19
Co-Chair, ad hoc faculty promotion bylaw committee, 2017
Member, Search Committee, Dean, 2015-16
Chair, Search Committee, Director of Student Services, 2015-16

College of Agriculture and Life Sciences

Member, Search Committee, Department Chair, Agriculture Education, 2024
Member, Search Committee, Interim Department Chair, Agriculture Education, Spring 2022

Department Level

Agriculture and Extension Education (College of Agriculture and Life Sciences)

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Member, Search Committee, Tenure Track Agriculture Education Faculty, Summer - Fall 2023
Member, Third Year Review Committee, Faculty Member, Agriculture Education, Spring 2019

Art & Design (College of Art and Architecture)

Member, Third Year Review Committee, Clinical Faculty Member, Art Education, Spring 2022
Member, Third Year Review Committee, Tenure Track Faculty Member, Art, Spring 2022
Member, Search Committee, Clinical Faculty Member, Art Education, AY 2018-19

Career Services

Member, Search Committee, Professional Academic Advisor, Spring 2026

Center on Disabilities and Human Development

Member, Search Committee, Clinical Faculty Member, Spring 2022

Culture, Society and Justice (College of Letters, Arts, and Social Sciences)

Member, Search Committee, Tenure Track Faculty Member, Criminology, Spring 2024
Member, Search Committee, Clinical Faculty Member, Criminology, Spring 2024
Member, Search Committee, Tenure Track Faculty Member, Criminology, Spring 2023
Member, Search Committee, Clinical Faculty Member, Criminology, Spring 2022

Curriculum and Instruction (College of Education, Health and Human Sciences)

Member, Promotion Committee, Fall 2024
Member, Vandal QUEST Advisory Board, 2021-present
Member, IKEEP Advisory Board, 2016-present
Chair, Search Committee, Department Chair, Spring 2023
Chair, Search Committee, Clinical Faculty Member, Elementary Science Education, Spring 2022
Member, Search Committee, Faculty Member, Cntr. on Disabilities and Human Development, Spring 2022
Member, Search Committee, Tenure Track Faculty Member, Literacy Teacher Education, Spring 2021
Member, Search Committee, Clinical Faculty Member, Elementary Teacher Education, 2020
Member, (Specific Faculty Member) Promotion Committee, Fall 2018
Chair, Core and Elementary/Secondary Program Revision ad hoc Committee, 2015-2017
Member, Third Year Review Committee, Clinical Faculty Member, Spring 2016
Member, Search Committee, Tenure Track Special Education Faculty, 2016

English (College of Letters, Arts, and Social Sciences)

Member, Third Year Review Committee, Clinical Faculty Member, 2026
Member, Third Year Review Committee, Instructor, 2026

Leadership and Counseling (College of Education, Health and Human Sciences)

Ex Officio Member, Educational Leadership Accreditation Committee, Summer 2019-2022
Member, Search Committee, Clinical Faculty Member, Educational Leadership, Spring 2021
Member, Search Committee, Clinical Faculty Member, Educational Leadership, Spring 2026

Lionel Hampton School of Music (College of Letters, Arts, and Social Sciences)

Member, (Specific Faculty Member) Clinical Faculty Third Year Review Committee, Fall 2019

Margaret Ritchie School of Family and Consumer Sciences

Member, Search Committee, Tenure Track Early Childhood Faculty, AY 2018-19

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Movement Sciences (College of Education, Health and Human Sciences)

Member, Search Committee, Tenure Track Faculty Member, Physical Education, Fall 2023-Spring 2024

Member, Search Committee, Tenure Track Faculty Member, Physical Education, Spring 2021

Member, (Specific Faculty Member) Clinical Faculty Promotion Committee, Fall 2019

Professional and Scholarly Organizations:

Phi Delta Kappa International, 2019-present

National Association of State Directors of Teacher Education and Certification, 2013-2018

Idaho Association of School Administrators, 2008-2019

Idaho School Superintendents' Association, 2013-2019

Intramural Service:

Faculty Advisor, Men's Lacrosse Club, University of Idaho, 2020-present

Faculty Advisor, Student National Education Association, 2020-2023

Media Outreach Faculty Expert, Education Issues, University of Idaho, 2016-present

Faculty Advisor, Pi Kappa Alpha fraternity, University of Idaho, 2019-present

Extramural Service:

External Reviewer, promotion to full professor, University of Alaska-Anchorage, Fall 2023

Member, Festival Dance Board of Directors, June 2022-2025

Member, Executive Director Search Committee, Palouse Prairie Charter School, Spring 2022

Idaho Indian Education Committee professional standards workgroup, 2021-2024

Council for the Accreditation of Educator Preparation Reviewer, 2016-present

-Accreditation Team Member, Midwestern State University, Texas, 2017-2018

-Accreditation Team Member, University of Portland, Oregon, 2019-2020

-Accreditation Team Member, Universidad Ana Ge Mendez-Recinto de Carolina, Puerto Rico, 2020-2021

-Accreditation Team Member, Concordia University, Nebraska, 2021-2022

-Accreditation Team Member, Frostburg State University, Maryland, 2021-2022

-Accreditation Team Member, Wayne State University, Indiana, 2022-2023

-Accreditation Team Member, Black Hills State University, South Dakota, 2024-2025

-Accreditation Team Member, Southern Nazarene University, Oklahoma, 2024-2025

Teaching, Learning, and Assessment Committee, Moscow School District, Idaho, Summer 2020-2022

Member, State Accreditation Review Team, Teach for America, Idaho, Fall 2019

National Association of State Directors of Teacher Education and Certification Professional Development Committee, 2016 – 2019

Equitable Access to Excellent Educators, Idaho State Department of Education, 2019-2023

Member, Curriculum Selection Committee, Idaho State Department of Education, 2018-2022

Professional Evaluation Review Committee (Idaho Department of Education), 2015

Idaho Coalition for Educator Preparation, 2013-2018

Chair, 2016-2018

Idaho Association of Colleges of Teacher Education, 2013-present

President, Fall 2020-Spring 2022

Regions I and II Idaho School Superintendents' Association University of Idaho Liaison, 2015-present

Idaho Rural Schools Collaborative, 2015-2024

Idaho Professional Standards Commission, Elementary Principal Representative, 2011-2013

Idaho Professional Standards Commission, Higher Education Representative, 2016-2019

Inclusive Education Task Force, Idaho Council on Developmental Disabilities, 2014-2017

Elementary Standards Review, Professional Standards Commission, January 2015

Core Standards Review, Professional Standards Commission, November 2016

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Member, Search Committee, Moscow School District, Moscow Middle School Principal, Spring 2017

Graduate Committees:

Northwest Nazarene University – Doctor of Philosophy

Boothby, Casey	McCarthy, Dara
Harris, Dana	McMillan, Kendra
Hicks, Serena	McPherson, Peter
Keller, Sheree	O’Day, Mollee
Larios, Hope	Ziegler, Scott

University of Idaho – Doctor of Philosophy

Bowers, Lauren (chair)
Charbonneau, Krisha
Lauritzen, Karen
McGahan, Hailey (chair)
Natividad de Conley, Gloria (chair)
Philips, Heidi

University of Idaho – Educational Specialist

Mangino, Nichol (chair)

Community Service:

Chair, Festival Dance and Performing Arts Association Board of Directors, June 2023-June 2025
Board Member, Festival Dance and Performing Arts Association Board of Directors, June 2022 – June 2025
Board of Directors: Family Advocates of Idaho, 2013-2015
Editorial Board: Idaho Press Tribune, 2012
Historical Preservation Commission of Moscow, 2016-2017

Samantha Kallas



A dedicated and professional educator with extensive experience in delivering high-quality education to diverse groups. Proven success in designing and implementing engaging, effective curricula, developing comprehensive training programs, and managing expectations with both learners and colleagues. Skilled in fostering a collaborative work environment through excellent communication, interpersonal, and organizational abilities. Reliable, with a strong work ethic and adaptability to new tasks and environments. Committed to upholding professional standards while supporting team dynamics and organizational goals, and eager to leverage expertise to tackle new challenges and contribute to continuous improvement.

SKILLS

- Group Facilitation Support
- Instructional Methods
- Technology Integration
- Community Engagement
- Skilled in Microsoft Office
- Learning Modalities
- Database Management
- Creative Plan Development
- Team Meetings
- Instructing

EXPERIENCE

TEACHER

Nampa School District (2018-2024)
Idaho Arts Charter School (2024-present)

Nampa, IDAHO

August 2018 – Present

- Manage behavioral issues to optimize classroom learning environment.
- Motivate and engage learners, developing skills and knowledge for academic foundation.
- Develop and maintain an optimal environment conducive to learning and appropriate for social and emotional development of students.
- Provide feedback regarding growth and behavioral development.
- Organize and use a variety of teaching techniques, maximizing individual and group learning.
- Engage learners in critical thinking skills through inquiry-based activities that encourage creative problem solving.
- Deliver engaging lesson plans, inspiring learners to explore topics outside of class time.
- Present lesson content with varied strategies to keep students interested and drive home key points.
- Attend and participate in professional development activities and conferences to enhance skill and job knowledge.
- Demonstrate ability to create engaging and interactive lesson plans for learners of all ages and abilities.
- Collaborate with colleagues on curriculum development, implementation of best practices, professional development activities and sharing resources across levels.
- Adapt course materials according to individual language proficiency levels in order facilitate understanding of subject matter content.
- Plan lessons with logically sequenced objectives, based on curriculum.
- Participate in training courses and professional development opportunities to improve teaching skills.

TEACHER

Pinecrest Academy - Cadence

Henderson, NEVADA

August 2016 - May 2018

- Managed student behavioral issues to optimize classroom learning environment.
- Motivated and engaged students, developing skills and knowledge for academic foundation.
- Developed and maintained classroom environment conducive to learning and appropriate for social and emotional development of students.
- Fostered an environment conducive to open communication between teacher, student, parent relationships.
- Built a positive rapport with students to encourage them to take risks in their learning.
- Created assessment tools including rubrics, tests, quizzes and projects to measure student progress.

OFFICE ADMINISTRATOR

IDEA

Fairbanks, ALASKA

August 2015 - January 2016

- Answered phone calls and managed inquiries from customers and vendors.
- Greeted visitors warmly upon arrival at the office premises.
- Performed general clerical duties such as photocopying, faxing, mailing packages.
- Created and maintained filing systems, both electronic and paper-based, to facilitate quick retrieval of documents.
- Worked with functional teams to support a variety of administrative tasks.
- Served as a liaison between departments within the organization to ensure smooth communication between teams.

EDUCATION

MASTER OF ARTS (M.A.) IN CURRICULUM AND INSTRUCTION

May 2009

Grand Canyon University, **Phoenix, Arizona**

BACHELOR OF SCIENCE (B.S.) IN JOURNALISM AND PUBLIC RELATIONS

May 2004

Southern Utah University, **Cedar City, Utah**

REFERENCES

**Lauren DeNinno - Idaho Arts Charter School
Principal - Immediate Supervisor**

[REDACTED]

**Chance Whitmore — West Middle School (closed)
Principal – Previous Immediate Supervisor**

[REDACTED]

**Melissa Sullivan — Willow Creek Elementary
Teacher - Former Colleague**

[REDACTED]

Alica M. Holthaus



Education

**SUPERINTENDENT
ENDORSEMENT**
August 2019

MASTER'S PROGRAM
Educational Leadership
University of Idaho
2003-2006

BACHELOR OF SCIENCE
Elementary Education
Lewis Clark State College
1983-1986

Awards

Idaho School
Administrator's
Association -
Distinguished
Leadership Award 2022

Professional Experience

IDAHO BUILDING CAPACITY - CAPACITY BUILDER
10/2023 to Present

SUPERINTENDENT - Mountain View School District
Grangeville, ID - 8/2024 to 12/2025

SUPERINTENDENT - St. Maries School District
St. Maries, ID - 7/2017 to Retired 6/2023

PRINCIPAL - Main Street Elementary
Lincoln County R-III School District
Troy, MO - 7/2015 to 6/2017

PRINCIPAL - Grangeville Elementary/Middle School K/8
Mountain View School District 244
Grangeville, ID - 7/2010 to 6/2015

PRINCIPAL - Clearwater Valley Elementary K/6
Mountain View School District 244
Grangeville, ID - 7/2008 to 6/2010

CLASSROOM TEACHER

- Cottonwood Joint School District #242- Cottonwood, ID 1991-2008
- Payette School District #371 - Payette, ID 1989-1991
- Kimberly School District #414 - Kimberly, ID 1987-1989

Accomplishments & Experience

PROFESSIONAL DEVELOPMENT DIRECTOR- Mountain View School District
#244

- I organized and facilitated meetings of the Professional Development Committee. The committee was charged with writing the three year plan for our district.

TITLE 1

- While at GEMS & CVE, I wrote the plan to transfer from Targeted Title 1 to School Wide Title 1

IDAHO STATE DEPARTMENT OF EDUCATION- Principal's Evaluation Task Force

- From 2011-2013 I was part of the task force that developed the administrator evaluation guidelines for the state of Idaho.

SCHOOL IMPROVEMENT

- In the time that I was at GEMS, the school ranking improved from a 3-star school to a 4 star school.
- In the time that I was at CVE, the school moved out of the school improvement designation.

Alica M. Holthaus



Education

SUPERINTENDENT
ENDORSEMENT
August 2019

MASTER'S PROGRAM
Educational Leadership
University of Idaho
2003-2006

BACHELOR OF SCIENCE
Elementary Education
Lewis Clark State College
1983-1986

Accomplishments & Experience continued

GRANT WRITER & COMMITTEE MEMBER

- While at CVE, I successfully wrote the Local Education Fund Grant through the Nez Perce tribe to support an All Day/Every Day Kindergarten.
- I was also a member of the Center for Disease Control School Health Committee
- In the past, I wrote and was awarded the Good Ideas Grant and Historical Society Grant.
- I was a committee member for the technology grant for Cottonwood School District as well as various other grants.

TECHNOLOGY TRAINER

- Power School, SASI, ISIMS, building and district trainer, and troubleshooter
- I have a strong experience base with many school data-management tools. I have trained faculty in their use as well as helped to problem solve when needed.

CURRICULUM DIRECTOR

- I was responsible for writing the Science and Health curriculum for District #242 as well as revisions of other curricula.

MENTOR

- I have experience as a mentor for a new teacher as well as a teacher that was struggling with classroom management.

CONSENT
JUNE 16-18, 2026

SUBJECT

Assessment Item Review Committee Appointments

REFERENCE

June 2019	Board approved the appointment of twelve (12) new committee members
August 2022	Board appointed 30 committee members for four (4) year term.
June 2024	Board approved the appointment of seventeen (17) new committee members

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-134, Idaho Code - Assessment Item Review Committee

BACKGROUND/DISCUSSION

In accordance with Section 33-134, Idaho Code, the Idaho State Department of Education (Department) supports an Assessment Item Review Committee tasked with reviewing computer adaptive test items to ensure they are appropriate for use. Per statute, the Department recommends, and the Board appoints, a committee of thirty individuals in each of the six (6) educational regions in the state. Each region is represented by two (2) parents, one (1) teacher, one (1) school board member, and one (1) public or charter school administrator. Committee members shall serve a term of four (4) years.

The Assessment Item Review Committee reviews all summative computer adaptive test questions for potential bias and sensitivity. The committee is authorized to make recommendations to revise or eliminate test questions from the Idaho Standards Assessment Tests (ISAT) in English Language Arts/Literacy, Mathematics, and Science based on the potential bias or sensitivity identified. The Idaho Reading Indicator for early literacy is also subject to review. Content from all these assessments will be presented to the Assessment Item Review Committee in August 2026. The Department anticipates sharing the results of the review with the Board in October 2026.

After the completion of the 2025 Assessment Item Review Committee meeting, there were thirteen (13) open positions on the committee, either from expiration of participant involvement or from positions that were not filled in previous years. The Department recruited new applicants to fill open positions. Background and application information regarding the committee was distributed through the Department's newsletter, website, webinars, and email lists to relevant audiences who expressed their interest in joining the committee via an online application.

Prospective applicants were asked to self-identify as a parent, teacher, school board member, or school administrator. They were also asked to identify their region and confirm their willingness to attend the 2026-2027 Bias and Sensitivity Assessment Item Review in Boise in August 2026. The applicants being recommended for appointment are listed in Attachment 1.

CONSENT
JUNE 16-18, 2026

IMPACT

Approval would introduce one (1) teacher and three (3) parents, from three (3) of Idaho's regions, to Idaho's Assessment Item Review Committee. All proposed and current members have expressed a commitment to attend the 2026 in-person item review meeting in Boise.

Approval of the list would increase the number of active members on the committee, providing a more thorough review of Idaho's computer-adaptive assessment items. It would also ensure that each region of Idaho, and each subgroup of reviewers, is more evenly represented in the item review than in previous years.

ATTACHMENTS

Attachment 1– Recommended Candidates for Appointment

Attachment 2 – Proposed Assessment Item Review Committee Members

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

BOARD ACTION

I move to approve the request by the Idaho Department of Education to approve the individuals identified in Attachment 1 for a four-year term on the Assessment Item Review Committee beginning in summer 2026 and exiting in fall 2029.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1:

Region	First Name	Last Name	Role
Region 1	Timothy	Hunt	Parent
Region 1	Michael	McCormack	Teacher
Region 3	Tanya	Koyle	Parent
Region 4	Darlene	Dyer	Parent

PROPOSED NEW ASSESSMENT ITEM REVIEW COMMITTEE MEMBERS

ATTACHMENT 2:

**COMPLETE ASSESSMENT ITEM REVIEW COMMITTEE MEMBER LIST
WITH INDICATION OF PROPOSED NEW MEMBERS**

Region	First Name	Last Name	Role	Committee Status	Exit Year
1	Richard	Meyer	Board Member	Active	2027
1	Peggy	Loutzenhiser	Administrator	Active	2027
1	Jennifer	Kelly	Parent	Active	2027
1	Tim	Hunt	Parent	Pending	2029
1	Michael	McCormack	Teacher	Pending	2029
2	Alicia	Wheeler	Teacher	Active	2027
2	Jolyn	Hobson	Administrator	Active	2027
3	Joy	McDaniel	Parent	Active	2027
3	Lori	Frasure	Board Member	Active	2027
3	Allyson	Randall	Teacher	Active	2027
3	Tanya	Koyle	Parent	Pending	2029
4	Joy	Kane	Administrator	Active	2027
4	Charity	Smith	Teacher	Active	2027
4	Chelsea	Lee	Parent	Active	2027
4	Darlene	Dyer	Parent	Pending	2029
5	Angie	Eldredge	Parent	Active	2027
5	JoDee	Cook	Teacher	Active	2027
6	Christina	Fullmer	Teacher	Active	2027
6	Lisa	Puckett	Administrator	Active	2027
6	Mark	Olsen	Parent	Active	2027
6	Karen	Pyron	Board Member	Active	2027

**CONSENT
JUNE 16-18, 2026**

SUBJECT

Remote School / Hardship Status Applications

REFERENCE

October 1999	The Board granted Albion Elementary School hardship status.
June 2023	The Board received an update regarding Albion Elementary School and its continued need for hardship status.
December 2023	The Board approved Lakeland Joint School District's request that Athol Elementary be designated as a "remote school" pursuant to Section 33-1003, Idaho Code, and for funding purposes, treated as a "separate elementary school." The Board approved hardship status for Athol Elementary.
August 2024	The Board received an update and approved the continuation of remote school hardship status for Albion Elementary and Athol Elementary.
June 2025	The Board received an update and approved the continuation of remote school hardship status for Albion Elementary and Athol Elementary.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1001 and 33-1003, Idaho Code

BACKGROUND/DISCUSSION

Per Section 33-1003, Idaho Code, the State Board of Education (Board) may designate a school as a remote school or grant the hardship status. With either of these designations, the school is treated as a separate school for funding purposes. The Idaho Department of Education (Department) requests that the Board approve remote school and/or hardship status to the following schools:

- Albion Elementary School (Cassia School District)
- Athol Elementary School (Lakeland Joint School District)

Albion Elementary (Cassia School District). Albion Elementary School, within Cassia School District #151, has had hardship status and has been treated as a separate school for funding purposes since 1999. Conditions supporting the 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 miles required to be considered a separate elementary school. While "hardship school" status for Athol Elementary was initially requested, based on further review of Section 33-1003, Idaho Code, it was determined that "remote school" was a more

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appropriate designation than “hardship school” for schools not meeting the mileage requirement. At the December 2023 meeting, the Board approved the Department’s recommendation to designate Athol Elementary a “remote school,” and for funding purposes, to treat it as a "separate elementary school.”

Section 33-1002(3) requires the Board to annually review schools with remote or hardship status.

IMPACT

Cassia School District would have received approximately \$171,600 less in FY 2026 if Albion Elementary School had not been considered a separate school and would have received an additional \$199,100 (approximate) if Declo Junior High (sixth grade only) was considered a separate school in FY 2026. Lakeland Joint School District would have received approximately \$123,600 less in FY 2026 if Athol Elementary School had not been considered a separate school. (Final FY 2026 payment data was not available at the time this document was prepared.)

ATTACHMENTS

- Attachment 1 – Albion Elementary Application
- Attachment 2 – Athol Elementary Application

BOARD STAFF COMMENTS AND RECOMMENDATIONS

All of the hardship and remote school requests have been reviewed by the Department. The Department has confirmed that these requests qualify based on the statutory requirements.

Board staff recommends approval.

BOARD ACTION

I move to grant Cassia School District’s requests 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
Kent Kidd, Vice Chairman
Monica Mower, Trustee
Sanie Baker, Trustee
Ron Christensen 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



May 1, 2026

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 2026-2027 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 30, 2026

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 2026-2027 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,

Jake Massey
Interim Superintendent
Lakeland Joint School District 272

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SUBJECT

Tuition Waiver Requests

REFERENCE

June 2023	Board approved the request by Pinecrest Academy of Lewiston Charter School #618 to waive the tuition rate charge.
June 2025	Board approved the requests from Plummer-Worley Joint School District #44 and Weiser School District #431 to waive the tuition rate for specific students at their schools.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1401 through 33-1405, Idaho Code

BACKGROUND/DISCUSSION

Per Idaho Code Sections 33-1401 and 33-1405, school boards may submit a request to the State Board of Education (Board) for a waiver of tuition that would normally be charged for an out-of-state student to attend their district. In the past, the Board has provided approvals to Weiser School District (2012), Clark County School District (2017, 2021), and Pinecrest Academy of Lewiston (2023). In 2025, the Board approved tuition rate waivers for students in Plummer-Worley School District #44 and Weiser School District #431. The following are the current requests before the Board.

Plummer-Worley Joint School District

Plummer-Worley Joint School District is requesting a waiver of the tuition charge for ** for the next four school years, and a waiver for ** for the next two school years. If approved, the first waiver request will go into effect for the 2026-27 school year and will continue through 2029-30, while the second waiver request will be active from 2026-27 through 2027-28

Plummer-Worley submits in their requests that they are a rural district on the Coeur d'Alene Indian Reservation. They have made a commitment to the community to provide a quality education. Further, for one of these waivers, the students are children of employees, so staffing would be impacted. The tuition waivers will allow the district to continue employing staff members with specific expertise, saving the district the arduous task of finding replacement staff in an already competitive climate with limited candidates. The waiver will allow the district to keep consistent staffing which produces a more stable, consistent environment for students.

Post Falls School District

Post Falls School District is requesting a waiver of tuition charges for ** student for four years, beginning with SY 2026-27 and continuing through SY 2029-30. These

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waiver requests are for students whose parents work for the district in hard to fill positions. The district's superintendent has indicated that these staff are essential for the district's day-to-day operations.

Hollister Charter School

Hollister Charter School is requesting a waiver for ** for the next four school years, beginning with SY 2026-27 and continuing through SY 2029-30. The waiver request is for student(s) of a Hollister Charter School employee.

** 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) using "***"

IMPACT

The estimated tuition for these non-Idaho students that will be waived for the 2026-27 school year for Plummer-Worley is approximately \$60,000 for ** children of their staff and approximately \$20,200 for their second request. For Post Falls School District, the amount waived for the 2026-27 school year is approximately \$21,800. The amount waived in 2026-27 for Hollister Charter School is approximately \$9,000. These costs are estimated, as tuition rates are determined annually in the summer. All three schools submitted waiver requests for multiple school years. The schools are not responsible for providing transportation. Attendance and other information for these students will not be included when calculating state foundation payments and special distributions.

** 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) using "***"

ATTACHMENTS

- Attachment 1 – Plummer-Worley Tuition Waiver Request
- Attachment 2 – Post Falls School Tuition Waiver Request
- Attachment 3 – Hollister Charter Tuition Waiver Request

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

BOARD ACTION

I move to approve the first request from Plummer-Worley Joint School District, and the requests from Post Falls School District and Hollister Charter School, to waive the tuition rate charges for the student(s) listed in the requests for the 2026-27 through 2029-30 school years, subject to annual review by the respective school boards.

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AND

I move to approve the second waiver request from Plummer-Worley Joint School District for the student listed in the request for the 2026-27 and 2027-28 school years, subject to annual review by the school board.

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 9, 2026

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] children [REDACTED]
[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 [REDACTED] staff member [REDACTED] to 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 and childcare, 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

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 9, 2026

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 two 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. [REDACTED]

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

Ms. Oberle,

I am writing on behalf of the Post Falls School District Board of Trustees to waive the tuition requirement for [REDACTED] students have parents who work for our district in hard to fill positions. We are requesting this waiver for the next four years (FY-27-FY31). Allowing these students to attend our public schools allows our district to retain employees which are essential for our day to day operations.

Please let me know if there is anything else needed to process our request.

Regards,

Dena Naccarato

Superintendent of Schools

Post Falls School District #273

208-773-1658

dena.naccarato@sd273.com



208-655-4215
info@hollistercharter.org

March 30, 2026

Dear Ms. Oberle,

Please accept this letter as a request for tuition reimbursement for [REDACTED]

[REDACTED] and attends Hollister Charter School. [REDACTED]
[REDACTED] an employee of Hollister Charter School [REDACTED]
[REDACTED] Due to this situation, Hollister Charter School is requesting a tuition waiver.

We would like to request the waiver for the full 4 years if possible, and understand that if approved, this will go into effect for the 2026-2027 school year.

Thank you for your consideration,

Julie Koyle
Executive Director
Hollister Charter School

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SUBJECT

Higher Education Research Council Appointments

REFERENCE

August 2014	Board appointed Dr. Kelly Beierschmitt to the Higher Education Research Council as the INL representative, replacing Dr. Hill.
October 2014	Board appointed Ms. Robin Woods and re-appointed Dr. Haven Baker to the Higher Education Research Council for a three (3) year term.
August 2016	Board re-appointed Mr. Bill Canon to the Higher Education Research Council for a term expiring June 30, 2019.
October 2018	Board re-appointed Dr. Haven Baker and Ms. Robin Woods as non-institutional representatives for terms expiring June 30, 2020, and approved the appointment of Dr. Todd E. Combs as the INL representative.
June 2020	Board appointed Ms. Eileen Langan-Barber and Ms. Heather Messenger as non-institutional representatives for terms expiring June 30, 2023.
December 2021	Board appointed Mr. Douglas Sayer as a non-institutional representative for a term expiring June 30, 2027.
June 2023	Board re-appointed both Ms. Eileen Barber and Ms. Heather Messenger as non-institutional representatives to the Higher Education Research Council for 3-year terms expiring June 30, 2026.
August 2024	Board approved appointment of Dr. Todd Combs as the INL representative.
December 2024	Board reappointed Mr. Douglas Sayer as a non-institutional representative to the Higher Education Research Council for a three-year term expiring on June 30, 2027.
August 2025	Board appointed Ms. McKinsey Lyon as a non-institutional representative to the Higher Education Research Council for a three-year term expiring on June 30, 2028.

BACKGROUND/DISCUSSION

The Higher Education Research Council (HERC) is responsible for implementing the Board's research policy (Board Policy III.W) and provides guidance to Idaho's four-year public institutions for a statewide collaborative effort to accomplish goals and objectives set forth in Board policy. HERC also provides direction for and oversees the use of research funding provided to the Board by the Legislature to

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promote research activities that will have a beneficial effect on the quality of education and the economy of the state.

HERC consists of the Vice Presidents of Research from Boise State University, Idaho State University, and the University of Idaho; a representative of Lewis-Clark State College; a representative of the Idaho National Laboratory (INL); and three (3) non-institutional representatives, with consideration of geographic, private industry involvement and other representation characteristics. The Board shall appoint the three non-institutional representatives. The appointments of the representative of INL shall be subject to approval of the Board. HERC appointments for non-institutional representatives are appointed for staggered three-year terms.

In the process of conducting a search for both Heather Messenger and Eileen Barber's replacements on the Council, HERC identified Gurtej Sandhu, Principal Fellow and Vice President at Micron Technology and Samantha Parrott, Executive Director at Snake River Sugarbeet Growers Association as the individuals they would like to have serve as two of its three non-institutional representative.

Sandhu is currently responsible for Micron's end-to-end (Si-to-Package) R&D technology roadmaps. The scope includes driving cross-functional alignment across various departments and business units to proactively identify technology gaps and managing the engineering organization to resource and execute on developing innovative technology solutions for future memory scaling. His responsibilities include driving AI/ML based solutions for chip development, leading several internal project teams worldwide and managing interactions with research consortia around the world. He has held several engineering and management roles and been actively involved with a broad range of process technologies for IC processing and has pioneered several process technologies currently employed in mainstream semiconductor chip manufacturing.

Parrott has been the Executive Director for The Snake River Sugarbeet Growers Association for over three years. Her company represents over 700 sugarbeet growers across Idaho, Oregon, and Washington from six local grower associations. Their mission is to advocate for sugarbeet growers and to educate the public about the agriculture industry. They carry out this mission in several ways including supporting or opposing state and federal legislation related to the agriculture and sugarbeet industries, promoting and participating in research to improve sugarbeet growing practices, working closely with local, state, and national agriculture organizations to improve overall farming conditions and making campaign contributions to candidates supportive of agriculture and our growers.

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Joining HERC as its newest members, both Sandhu and Parrott bring unique experiences, perspectives, and expertise from their respective industries and are sure to be welcome additions to the Council as it works to carry out its important responsibilities and duties.

ATTACHMENTS

Attachment 1 – Current HERC Membership – June 2026

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

BOARD ACTION

I move to appoint Gurtej Sandhu and Samantha Parrott as non-institutional representatives to the Higher Education Research Council, for three-year terms expiring on June 30, 2029.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

HIGHER EDUCATION RESEARCH COUNCIL
June 2026

Dr. Nancy Glenn

Vice President of Research & Economic
Development
Boise State University

Dr. Todd Combs

Deputy Laboratory Director
Idaho National Laboratory

Dr. Martin Blair

Vice President for Research & Economic
Development
Idaho State University

McKinsey Lyon (06/25-06/28)

Non-institutional representative
VP of External Affairs
Perpetua Resources

Dr. Grace Anderson

Vice President for Institutional Research &
Effectiveness
Lewis-Clark State College

Gurtej Sandhu (01/26-06/29)

Non-institutional representative
Principal Fellow & CVP
Micron Technology

Dr. Christopher Nomura

Vice President for Research & Economic
Development
University of Idaho

Samantha Parrott (07/26-06/29)

Non-institutional representative
Executive Director
Snake River Sugarbeet Growers Association

Board Staff Support

Dr. Heidi Estrem
Chief Academic Officer

Mr. John Thomas
HERC Program Manager