TAB	DESCRIPTION	ACTION
1	BAHR – FY 2027 APPROPRIATION INFORMATION – INSTITUTIONS AND AGENCIES OF THE STATE BOARD OF EDUCATION	Action Item
2	BAHR – RETIREMENT PLAN COMMITTEE – IDAHO STATE BOARD OF EDUCATION (BOARD) VOLUNTARY DEFERRED COMPENSATION PLAN 457(b) RESTATEMENT	Action Item
3	BAHR – BOISE STATE UNIVERSITY – LEASE AGREEMENT WITH WESTMARK CREDIT UNION	Action Item
4	BAHR – BOISE STATE UNIVERSITY – LEASE AMENDMENT WITH BSU FOUNDATION	Action Item
5	BAHR – IDAHO STATE UNIVERSITY – REVISED MULTI-YEAR CONTRACT FOR CODY HAWKINS, HEAD FOOTBALL COACH	Action Item
6	BAHR – IDAHO STATE UNIVERSITY – APPROVAL OF IDAHO STATE UNIVERSITY (ISU) PURCHASING POLICY, ISUPP 2560	Action Item
7	BAHR – IDAHO STATE UNIVERSITY – PRISON EDUCATION PROGRAM TUITION AND FEE PROPOSAL	Action Item
8	BAHR – LEWIS CLARK STATE COLLEGE – ELLUCIAN COLLEAGUE ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE LICENSE RENEWAL	Action Item
9	BAHR – UNIVERSITY OF IDAHO – SCHLUMBERGER TECHNOLOGY CORPORATION GIFT - ACADEMIC SOFTWARE LICENSE FOR PETREL SOFTWARE TO IDAHO GEOLOGICAL SURVEY	Action Item

TAB	DESCRIPTION	ACTION
10	BAHR – UNIVERSITY OF IDAHO – FY2027 & FY2028 BUILDING MANAGEMENT SERVICES – IDAHO WATER CENTER	Action Item
11	IDE – EMERGENCY PROVISIONAL CERTIFICATE RECOMMENDATIONS	Action Item
12	IDE – STUDENT TRANSPORTATION FUNDING CAP WAIVER REQUEST	Action Item
13	IDE – PROFESSIONAL STANDARDS COMMISSION APPOINTMENTS	Action Item
14	IDE – CURRICULAR MATERIALS SELECTION COMMITTEE APPOINTMENTS	Action Item
15	IRSA – BOISE STATE UNIVERSITY – BACHELOR OF SCIENCE IN HEALTH SCIENCE AND ONLINE PROGRAM FEE IN LIEU OF TUITION	Action Item
16	IRSA – BOISE STATE UNIVERSITY – MASTER OF SCIENCE IN APPLIED ARTIFICIAL INTELLIGENCE AND ONLINE PROGRAM FEE IN LIEU OF TUITION	Action Item
17	IRSA – BOISE STATE UNIVERSITY – UNDERGRADUATE CERTIFICATE IN COMMUNITY AND CAREER READINESS STUDIES AND SELF SUPPORT PROGRAM FEE IN LIEU OF TUITION	Action Item
18	BOISE STATE UNIVERSITY – UNDERGRADUATE CERTIFICATE IN SPORT IMPACT – ONLINE PROGRAM FEE IN LIEU OF TUITION	Action Item

TAB	DESCRIPTION	ACTION
19	LEWIS-CLARK STATE COLLEGE – BACHELOR OF SCIENCE IN NURSING – PROFESSIONAL PROGRAM FEE	Action Item
20	LEWIS-CLARK STATE COLLEGE – DIRECT-ENTRY MASTER OF SCIENCE IN NURSING – PROFESSIONAL PROGRAM FEE	Action Item
21	LEWIS-CLARK STATE COLLEGE – ELEMENTARY AND SECONDARY EDUCATION – PROFESSIONAL PROGRAM FEES	Action Item
22	LEWIS-CLARK STATE COLLEGE – RADIOGRAPHIC SCIENCES – PROFESSIONAL PROGRAM FEE	Action Item
23	IRSA – GRADUATE MEDICAL EDUCATION COMMITTEE NEW APPOINTMENT	Action Item
24	IRSA – HIGHER EDUCATION RESEARCH COUNCIL (HERC) APPOINTMENT	Action Item
25	PPGA – STATE REHABILITATION COUNCIL APPOINTMENT	Action Item

SUBJECT

FY 2027 Appropriation Information – Institutions and Agencies of the State Board of Education

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Legislative Appropriation Bills (2026) – H875, H905, H922, & H906
Idaho State Board of Education Governing Policies and Procedures, Section V.S.

BACKGROUND/ DISCUSSION

As of the time this agenda was prepared, appropriation bills for the State Board of Education's agencies and institutions were at various stages of the legislative process. Bill numbers are provided for reference. Attachment 1 summarizes the FY 2027 appropriations related to the State Board of Education.

Appropriations grant funding and spending authority to these agencies and institutions, enabling them to deliver programs and services to Idaho residents. For FY 2027, the Legislature passed a maintenance budget for all agencies in House Bill 876. Additional funding enhancements were approved through subsequent bills and are detailed in the following attachments.

IMPACT

Colleges and Universities
The Legislature appropriates funding to the State Board of Education and the Board of Regents to support general education programs at Boise State University (BSU), Idaho State University (ISU), the University of Idaho (UI), Lewis-Clark State College (LCSC), and systemwide needs. The Board then distributes these funds among the four institutions in accordance with legislative intent and Board Policy, Section V.S.

Under Board policy, funding is allocated in the following order:

- Each institution receives its prior-year base budget.
- Enrollment Workload Adjustment (EWA) funding
- Operations and maintenance funding for new major general education capital projects.
- Approved decision units above the base.
- Special activities or projects, at the Board's discretion.

These allocations, along with any revenue generated from potential fee increases, establish funding for general education programs for FY 2027.

FY 2027 General Fund — Maintenance of Current Operations (MCO):

- Ongoing base reduction: $(19,159,300)
- Increase in benefit costs: $6,010,800
- Increase in statewide cost allocation: $886,200

Line Items:

- Canvas Learning Management System (net-zero transfer): $(752,900)
- Transfer of risk managers from OSBE (net-zero): $510,500
- Endowment fund adjustments: $1,909,700

Total General Fund change from base: $1,667,300

Note: The figures above reflect state-appropriated funding only. A complete picture of the overall financial impact on each institution, including the effect on instructional budgets, personnel, operations, and student support, will be provided once tuition and fee rates for FY 2027 are formally set by the Board. Tuition and fee revenue is a critical component of institutional operating budgets, and the combined impact of appropriations and tuition and fee decisions will be presented together for the Board's full consideration at the June 2026 Board meeting.

Community Colleges
The Legislature provides an annual appropriation to the State Board of Education for the College of Eastern Idaho (CEI), College of Southern Idaho (CSI), College of Western Idaho (CWI), and North Idaho College (NIC). Each college receives its base funding plus a proportional share of any annual budget adjustments, consistent with the standard budgeting process.

FY 2027 General Fund — Maintenance of Current Operations (MCO):

- Ongoing base reduction: $(3,422,100)
- Increase in benefit costs: $1,248,500

Line Items:

- Canvas Learning Management System (net-zero transfer): $(245,500)
- One-time restoration of additional 2% reduction: $1,368,700

Total General Fund change from base: $(1,050,400)

Note: As with the four-year institutions, the figures above reflect state-appropriated funding only. The full institutional impact for each community college will be provided when tuition and fee rates for FY 2027 are set by their local boards. At that time, a comprehensive view of each institution's total revenue picture, combining appropriated funds and tuition and fee income, will be available for the Board's review at the June 2026 Board meeting.

ATTACHMENTS

Attachment 1 – FY 2027 Appropriations List
Attachment 2 – College & Universities FY2027 Appropriation Allocation
Attachment 3 – Community Colleges FY2027 Appropriation Allocation
Attachment 4 – House Bill 876 – Statement of Purpose
Attachment 5 – House Bill 876 – FY2027 Budget Maintenance Bill
Attachment 6 – House Bill 905 – Statement of Purpose/Fiscal Note

Attachment 7 – House Bill 905 – FY2027 State Board of Education Enhancement Bill
Attachment 8 – House Bill 922 – Statement of Purpose/Fiscal Note
Attachment 9 – House Bill 922 – FY2027 College and Universities Enhancement Bill
Attachment 10 – House Bill 906 – Statement of Purpose/Fiscal Note
Attachment 11 – House Bill 906 – FY2027 Community Colleges Enhancement Bill

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the FY2027 College and Universities allocation as presented in Attachment 1.

Staff also recommends approval of the FY2027 Community Colleges allocation as presented in Attachment 1.

The allocations presented reflect state-appropriated funding as passed by the Legislature. Staff notes that a comprehensive analysis of overall institutional financial impact, incorporating tuition and fee revenue alongside appropriated funds, will be provided to the Board when FY 2027 tuition and fee rates are set. Institutions should be aware that their full operating budget picture for FY 2027 is contingent on both the appropriations approved herein and the tuition and fee rates to be determined.

BOARD ACTION

I move to approve the allocation of the FY 2027 appropriation for Boise State University, Idaho State University, University of Idaho, Lewis-Clark State College, and system-wide needs, as presented in Attachment 2.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

and

I move to approve the allocation of the FY 2027 appropriation for the College of Southern Idaho, College of Eastern Idaho, College of Western Idaho, North Idaho College, and system-wide needs as presented in Attachment 3.

Moved by_____ Seconded by_____ Carried Yes_____ No_____

ATTACHMENT 1

State Board of Education
FY 2027 Appropriations to Institutions and Agencies

	General Fund	% Δ From FY 2026	Total Funds
Allocations			
College and Universities H876, H922	$375,080,100	0.8%	$745,649,500
Community Colleges H876, H906	67,369,900	(1.5%)	68,169,300
Career Technical Education H876, H907	88,898,100	(1.1%)	108,585,900
Agencies			
Agricultural Research & Extension S876	38,663,300	(3.2%)	38,663,300
Health Education Programs S876, H920	29,800,900	1.4%	30,222,900
Special Programs H876	30,149,900	(4.3%)	34,903,800
State Board of Education H876, H905	17,250,800	(47.0%)	29,895,500
Idaho Public Television H876	2,972,200	(13.3%)	3,979,000
Division of Vocational Rehabilitation H876, H877	5,243,100	(0.6%)	26,815,000
Idaho Public Charter Schools Comm'n H876	192,600	0.3%	744,700
State Department of Education H876, H921	11,618,300	(3.7%)	46,416,600

ATTACHMENT 2

FY 2027 College and University Allocation
Based on HB 879 and HB 922
March 27, 2026

	Appropriation:	FY26 Appr	FY27 Appr	% Chge	Sys Needs:	FY26 Appr*	FY27 Appr*
2	**General Educ Approp: HB 879 and HB 922**				HERC	0	0
3	General Account	368,264,200	375,080,100	1.85%	UG Research	0	0
4	Endowment Funds	25,545,800	27,601,100	8.05%	Sys Nds	0	0
5					IGEM	0	0
6	Total Gen Acct & Endow Funds	393,810,000	402,681,200	2.25%	Total	7,347,700	7,133,900
7	Student Fees/Misc Revenue	518,182,400	342,968,300	-33.81%			
8	Total General Education Appropriation	911,992,400	745,649,500	-18.24%			

	Allocation:	BSU	ISU	UI	LCSC	SYS-WIDE	TOTAL
12	FY26 General Account	129,513,400	99,239,800	109,673,900	22,870,100	7,127,200	368,424,400
13	FY26 Endowment Funds	0	6,037,800	15,762,000	3,891,600	0	25,691,400
14	**FY27 Budget Base**	129,513,400	105,277,600	125,435,900	26,761,700	7,127,200	394,115,800
17	**Additional Funding for FY27:**						
18	MCO Adjustments:						
19	Personnel Benefits	1,914,600	1,781,800	1,920,700	388,100	5,600	6,010,800
24	Nonstandard Adjustments:						
25	Risk Mgmt/Controller/Treasurer	93,900	435,700	288,500	68,100		886,200
28	Line Items						
29	Canvas Transfer to OSBE	(295,300)	(186,300)	(210,200)	(61,100)	0	(752,900)
30	Risk Manager Transfer from OSBE	139,400	97,800	273,300	0	0	510,500
32	Endowment Adjustments	0	373,100	1,180,800	355,800	0	1,909,700
35	Total Addl Funding	1,852,600	2,502,100	3,453,100	750,900	6,700	8,565,400
37	**FY27 Gen Acct and Endowment**	131,366,000	107,779,700	128,889,000	27,512,600	7,133,900	402,681,200
38	% Change From FY26 Adjusted Budget Base	1.4%	2.4%	2.8%	2.8%	0.1%	2.2%
40	FY27 Estimated Student Fee Revenue	176,057,200	69,009,700	80,694,900	17,206,500	0	342,968,300
42	FY27 Operating Budget	307,423,200	176,789,400	209,583,900	44,719,100	7,133,900	745,649,500
45	General Fund Increase over Base	1,852,600	2,129,000	2,272,300	395,100	6,700	6,655,700
46	% Increase	1.4%	2.1%	2.1%	1.7%	0.1%	1.8%
47	General Fund Increase - ongoing over Base	-3,561,400	-2,087,300	-2,331,600	-576,100	6,700	(8,549,700)
48	% Increase	-2.7%	-2.1%	-2.1%	-2.5%	0.1%	-2.3%
49	General Fund Increase - ongoing less Benefits & CEC	-5,476,000	-3,869,100	-4,252,300	-964,200	1,100	-14,560,500
50	% Increase	-4.2%	-3.9%	-3.9%	-4.2%	0.0%	-4.0%

Idaho Community Colleges
FY 2027 Appropriation Allocation - HB 976 and HB 906
26-Mar-26

ATTACHMENT 3

	General Educ Approp: JFAC Action	CSI	CEI	CWI	NIC	Systemwide	Total
1	FY 26 Original Appropriation	21,391,000	8,518,600	22,887,700	16,383,200	39,200	69,219,700
2	FY 26 Recission Items	(847,600)	(332,800)	(907,500)	(647,300)	(1,200)	(2,736,400)
3	FY 26 Total Appropriation	20,543,400	8,185,800	21,980,200	15,735,900	38,000	66,483,300
4							
5	FY 26 Total Appropriation						
6	General Funds	20,343,400	7,985,800	21,780,200	15,535,900	38,000	65,683,300
7	CARES Act Funding						-
8	Dedicated Funds	200,000	200,000	200,000	200,000	-	800,000
9	Total FY26 Total Appropriation	20,543,400	8,185,800	21,980,200	15,735,900	38,000	66,483,300
10							
11	FY 27 Base						-
12	General Funds	20,131,500	7,901,600	21,553,300	15,374,000	37,200	64,997,600
13	Dedicated Funds	200,000	200,000	200,000	200,000		800,000
14	Total FY 27 Base	20,331,500	8,101,600	21,753,300	15,574,000	37,200	65,797,600
15							-
16	FY 27 Maintenance Items						
17	Changes in Benefit Costs	370,800	174,800	378,500	324,400		1,248,500
18	Inflationary Cost Increases	-		-	-		-
19	Replacement Items	-		-	-		-
20	CEC: $1.55 per hour	-	-	-	-		-
21	Enrollment Workload Adjustment	-	-	-	-		-
22		370,800	174,800	378,500	324,400	-	1,248,500
23	FY 27 Maintenance						-
24	General Funds	20,502,300	8,076,400	21,931,800	15,698,400	37,200	66,246,100
25	Dedicated Funds	200,000	200,000	200,000	200,000	-	800,000
26	Total FY 27 Maintenance	20,702,300	8,276,400	22,131,800	15,898,400	37,200	67,046,100
27							
24	FY 27 Line Items						
25	Canvas LMS Transfer to OSBE	(101,600)	(26,700)	(71,000)	(46,200)		(245,500)
26	One Time Restoration of 2% Reduction	423,800	167,400	453,800	323,700		1,368,700
23	Total FY 27 Line Items	322,200	140,700	382,800	277,500		1,123,200
24							
25	FY 27 Total Appropriation						
26	General Funds	20,824,500	8,217,100	22,314,600	15,975,900	37,200	66,000,600
27	CARES Act Funding						-
28	Dedicated Funds	200,000	200,000	200,000	200,000	-	800,000
29	FY 27 Total Appropriation	21,024,500	8,417,100	22,514,600	16,175,900	37,200	68,169,300
30							
31							
32	GF Change from FY 26 Total Original	-2.6%	2.9%	2.5%	2.8%	-2.1%	0.5%
33							
34	GF Appropriation Allocation						
35	Personnel Costs	19,304,800	8,217,100	20,053,600	14,145,600		61,721,100
36	Operating Expenses	1,519,700		2,261,000	1,830,600	37,200	5,648,500
37	Capital Outlay				-		0
38	Trustee/Benefit Payments						0
39	Total General Funds	20,824,500	8,217,100	22,314,600	15,976,200	37,200	67,369,600

STATEMENT OF PURPOSE

RS33520 / H0876

This is the FY 2027 Maintenance Appropriation for the State Board of Education. This bill includes appropriations to the Agricultural Research and Extension Service, College and Universities, Community Colleges, the Office of the State Board of Education, Health Education Programs, Career Technical Education, Idaho Public Television, Special Programs, Department of Education, Vocational Rehabilitation, and the Idaho Public Charter School Commission. The appropriation includes adjustments for benefit costs, contract inflation, statewide cost allocation (SWCAP), and a base reduction of up to 5%.

FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2026 Original Appropriation	6,311.82	713,163,000	388,917,900	59,397,900	1,161,478,800
Prior Year Reappropriation	0.00	800,000	230,335,500	10,344,400	241,479,900
1. 3% Rescission, Unallocated CEC	(2.63)	(49,478,800)	(3,376,000)	(217,700)	(53,072,500)
5. Additional 1% Rescission	(11.69)	(6,744,900)	0	0	(6,744,900)
FY 2026 Total Appropriation	6,297.50	657,739,300	615,877,400	69,524,600	1,343,141,300
Executive Carry Forward	0.00	17,799,400	5,300	6,314,700	24,119,400
Expenditure Adjustments	(40.90)	0	9,012,700	0	9,012,700
FY 2026 Estimated Expenditures	6,256.60	675,538,700	624,895,400	75,839,300	1,376,273,400
Removal of Onetime Expenditures	(0.27)	(19,073,700)	(230,759,800)	(18,372,000)	(268,205,500)
Base Adjustments	37.35	4,000,000	3,654,700	(771,000)	6,883,700
Restore Rescissions	14.32	26,626,100	3,376,000	217,700	30,219,800
Ongoing Base Reduction	(101.13)	(33,276,600)	(3,654,700)	(152,500)	(37,083,800)
FY 2027 Base	6,206.87	653,814,500	397,511,600	56,761,500	1,108,087,600
Personnel Benefit Costs	0.00	9,641,400	3,900,100	343,700	13,885,200
Contract Inflation	0.00	542,700	0	0	542,700
Statewide Cost Allocation	0.00	969,000	10,000	(24,600)	954,400
FY 2027 Program Maintenance	6,206.87	664,967,600	401,421,700	57,080,600	1,123,469,900
Chg from FY 2026 Orig Approp	(104.95)	(48,195,400)	12,503,800	(2,317,300)	(38,008,900)
% Chg from FY 2026 Orig Approp.	(1.7%)	(6.8%)	3.2%	(3.9%)	(3.3%)

Contact:

Representative Steve Miller
(208) 332-1000
Senator Codi Galloway
(208) 332-1000

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

Statement of Purpose / Fiscal Note

Bill SOP/FN INTRODUCED: 03/12/2026, 8:30 AM

STATEMENT OF PURPOSE

RS33520 / H0876

This is the FY 2027 Maintenance Appropriation for the State Board of Education. This bill includes appropriations to the Agricultural Research and Extension Service, College and Universities, Community Colleges, the Office of the State Board of Education, Health Education Programs, Career Technical Education, Idaho Public Television, Special Programs, Department of Education, Vocational Rehabilitation, and the Idaho Public Charter School Commission. The appropriation includes adjustments for benefit costs, contract inflation, statewide cost allocation (SWCAP), and a base reduction of up to 5%.

FISCAL NOTE

	FTP	Gen	Ded	Fed	Total
FY 2026 Original Appropriation	6,311.82	713,163,000	388,917,900	59,397,900	1,161,478,800
Prior Year Reappropriation	0.00	800,000	230,335,500	10,344,400	241,479,900
1. 3% Rescission, Unallocated CEC	(2.63)	(49,478,800)	(3,376,000)	(217,700)	(53,072,500)
5. Additional 1% Rescission	(11.69)	(6,744,900)	0	0	(6,744,900)
FY 2026 Total Appropriation	6,297.50	657,739,300	615,877,400	69,524,600	1,343,141,300
Executive Carry Forward	0.00	17,799,400	5,300	6,314,700	24,119,400
Expenditure Adjustments	(40.90)	0	9,012,700	0	9,012,700
FY 2026 Estimated Expenditures	6,256.60	675,538,700	624,895,400	75,839,300	1,376,273,400
Removal of Onetime Expenditures	(0.27)	(19,073,700)	(230,759,800)	(18,372,000)	(268,205,500)
Base Adjustments	37.35	4,000,000	3,654,700	(771,000)	6,883,700
Restore Rescissions	14.32	26,626,100	3,376,000	217,700	30,219,800
Ongoing Base Reduction	(101.13)	(33,276,600)	(3,654,700)	(152,500)	(37,083,800)
FY 2027 Base	6,206.87	653,814,500	397,511,600	56,761,500	1,108,087,600
Personnel Benefit Costs	0.00	9,641,400	3,900,100	343,700	13,885,200
Contract Inflation	0.00	542,700	0	0	542,700
Statewide Cost Allocation	0.00	969,000	10,000	(24,600)	954,400
FY 2027 Program Maintenance	6,206.87	664,967,600	401,421,700	57,080,600	1,123,469,900
Chg from FY 2026 Orig Approp	(104.95)	(48,195,400)	12,503,800	(2,317,300)	(38,008,900)
% Chg from FY 2026 Orig Approp.	(1.7%)	(6.8%)	3.2%	(3.9%)	(3.3%)

Contact:

Representative Steve Miller
(208) 332-1000
Senator Codi Galloway
(208) 332-1000

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

Statement of Purpose / Fiscal Note

Bill SOP/FN INTRODUCED: 03/12/2026, 8:30 AM

STATEMENT OF PURPOSE

RS33702 / H0905

This appropriation to the Office of the State Board of Education (OSBE) provides enhancements to the FY 2027 maintenance budget that include a funds transfer from the higher education institutions for a centralized learning management system (LMS) contract, a transfer of risk managers from OSBE to Boise State University, Idaho State University, and the University of Idaho, and appropriation of the Fund for the Improvement of Post-Secondary Education (FIPSE) federal grant.

FISCAL NOTE

This appropriation provides an additional $4,487,900 to the maintenance appropriation provided to the Office of the State Board of Education. Table 1 shows incremental adjustments to the budget found in the bill, of which the ongoing increase is $487,900, and the onetime increase is $4,000,000 for the Fund for the Improvement of Secondary Education federal grant. Table 2 shows all the adjustments leading to the FY 2027 total. The total budget for Office of the State Board of Education is $29,895,500.

Table 1.	FTP	Gen	Ded	Fed	Total
1. Canvas LMS Renewal	0.00	998,400	0	0	998,400
2. Transfer of Risk Managers to Institutions	(4.00)	(510,500)	0	0	(510,500)
3. Fund for the Improvement of Postsecondary Education grant	0.00	0	0	4,000,000	4,000,000
FY 2027 Budget Enhancements	(4.00)	487,900	0	4,000,000	4,487,900
% Chg from FY 2027 Budget Maintenance	(4.7%)	2.9%			17.7%

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

Table 2.	FTP	Gen	Ded	Fed	Total
FY 2026 Original Appropriation	85.25	46,941,300	8,742,500	771,000	56,454,800
Prior Year Reappropriation	0.00	0	0	10,344,400	10,344,400
1. 3% Rescission, Unallocated CEC	0.00	(29,990,900)	(15,100)	(3,300)	(30,009,300)
5. 1% Add'l Rescission	0.00	(175,800)	0	0	(175,800)
FY 2026 Total Appropriation	85.25	16,774,600	8,727,400	11,112,100	36,614,100
Executive Carry Forward	0.00	14,981,800	5,300	6,314,700	21,301,800
Expenditure Adjustments	0.00	0	0	0	0
FY 2026 Estimated Expenditures	85.25	31,756,400	8,732,700	17,426,800	57,915,900
Removal of Onetime Expenditures	0.00	(15,024,300)	(124,300)	(16,659,100)	(31,807,700)
Base Adjustments	(0.83)	0	0	(771,000)	(771,000)
Restore Rescissions	0.00	569,100	15,100	3,300	587,500
Ongoing Base Reduction	0.00	(718,200)	0	0	(718,200)
FY 2027 Base	84.42	16,583,000	8,623,500	0	25,206,500
Personnel Benefit Costs	0.00	153,500	12,900	0	166,400
Contract Inflation	0.00	5,500	0	0	5,500
Statewide Cost Allocation	0.00	20,900	8,300	0	29,200
FY 2027 Program Maintenance	84.42	16,762,900	8,644,700	0	25,407,600
FY 2027 Budget Enhancements	(4.00)	487,900	0	4,000,000	4,487,900
FY 2027 Total	80.42	17,250,800	8,644,700	4,000,000	29,895,500
Chg from FY 2026 Orig Approp	(4.83)	(29,690,500)	(97,800)	3,229,000	(26,559,300)
% Chg from FY 2026 Orig Approp.	(5.7%)	(63.3%)	(1.1%)	418.8%	(47.0%)

Contact:

Representative James Petzke
(208) 332-1000
Senator Codi Galloway
(208) 332-1000

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

STATEMENT OF PURPOSE

RS33702 / H0905

This appropriation to the Office of the State Board of Education (OSBE) provides enhancements to the FY 2027 maintenance budget that include a funds transfer from the higher education institutions for a centralized learning management system (LMS) contract, a transfer of risk managers from OSBE to Boise State University, Idaho State University, and the University of Idaho, and appropriation of the Fund for the Improvement of Post-Secondary Education (FIPSE) federal grant.

FISCAL NOTE

This appropriation provides an additional $4,487,900 to the maintenance appropriation provided to the Office of the State Board of Education. Table 1 shows incremental adjustments to the budget found in the bill, of which the ongoing increase is $487,900, and the onetime increase is $4,000,000 for the Fund for the Improvement of Secondary Education federal grant. Table 2 shows all the adjustments leading to the FY 2027 total. The total budget for Office of the State Board of Education is $29,895,500.

Table 1.	FTP	Gen	Ded	Fed	Total
1. Canvas LMS Renewal	0.00	998,400	0	0	998,400
2. Transfer of Risk Managers to Institutions	(4.00)	(510,500)	0	0	(510,500)
3. Fund for the Improvement of Postsecondary Education grant	0.00	0	0	4,000,000	4,000,000
FY 2027 Budget Enhancements	(4.00)	487,900	0	4,000,000	4,487,900
% Chg from FY 2027 Budget Maintenance	(4.7%)	2.9%			17.7%

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

Table 2.	FTP	Gen	Ded	Fed	Total
FY 2026 Original Appropriation	85.25	46,941,300	8,742,500	771,000	56,454,800
Prior Year Reappropriation	0.00	0	0	10,344,400	10,344,400
1. 3% Rescission, Unallocated CEC	0.00	(29,990,900)	(15,100)	(3,300)	(30,009,300)
5. 1% Add'l Rescission	0.00	(175,800)	0	0	(175,800)
FY 2026 Total Appropriation	85.25	16,774,600	8,727,400	11,112,100	36,614,100
Executive Carry Forward	0.00	14,981,800	5,300	6,314,700	21,301,800
Expenditure Adjustments	0.00	0	0	0	0
FY 2026 Estimated Expenditures	85.25	31,756,400	8,732,700	17,426,800	57,915,900
Removal of Onetime Expenditures	0.00	(15,024,300)	(124,300)	(16,659,100)	(31,807,700)
Base Adjustments	(0.83)	0	0	(771,000)	(771,000)
Restore Rescissions	0.00	569,100	15,100	3,300	587,500
Ongoing Base Reduction	0.00	(718,200)	0	0	(718,200)
FY 2027 Base	84.42	16,583,000	8,623,500	0	25,206,500
Personnel Benefit Costs	0.00	153,500	12,900	0	166,400
Contract Inflation	0.00	5,500	0	0	5,500
Statewide Cost Allocation	0.00	20,900	8,300	0	29,200
FY 2027 Program Maintenance	84.42	16,762,900	8,644,700	0	25,407,600
FY 2027 Budget Enhancements	(4.00)	487,900	0	4,000,000	4,487,900
FY 2027 Total	80.42	17,250,800	8,644,700	4,000,000	29,895,500
Chg from FY 2026 Orig Approp	(4.83)	(29,690,500)	(97,800)	3,229,000	(26,559,300)
% Chg from FY 2026 Orig Approp.	(5.7%)	(63.3%)	(1.1%)	418.8%	(47.0%)

Contact:

Representative James Petzke
(208) 332-1000
Senator Codi Galloway
(208) 332-1000

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

STATEMENT OF PURPOSE

RS33709 / H0922

This is the enhancements bill for the college and universities, including a reduction of $752,900 for the Canvas Learning Management System (LMS); an addition of 4.00 FTP and $510,500 for the transfer of risk managers from the Office of the State Board of Education; and a $1,909,700 endowment funds adjustment.

.

FISCAL NOTE

This appropriation provides an additional $1,667,300 to the maintenance appropriation provided to the State Board of Education. Table 1 shows incremental adjustments to the budget found in the bill, of which the ongoing increase is $1,667,300, and there are no onetime appropriations. Table 2 shows all the adjustments leading to the FY 2027 Total. The total budget for the college and universities is $745,649,500.

Table 1.	FTP	Gen	Ded	Fed	Total
1. Canvas LMS	0.00	(752,900)	0	0	(752,900)
2. Transfer Risk Managers	4.00	510,500	0	0	510,500
3. Endowment Fund Adjustments	0.00	0	1,909,700	0	1,909,700
FY 2027 Budget Enhancements	4.00	(242,400)	1,909,700	0	1,667,300
% Chg from FY 2027 Budget Maintenance	0.1%	(0.1%)	0.5%		0.2%

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

Table 2.	FTP	Gen	Ded	Fed	Total
FY 2026 Original Appropriation	4,921.68	383,583,700	355,849,100	0	739,432,800
Prior Year Reappropriation	0.00	0	191,208,000	0	191,208,000
1. 3% Rescission, Unallocated CEC	0.00	(11,518,100)	(3,328,900)	0	(14,847,000)
5. 1% Add'l Rescission	(9.00)	(3,801,400)	0	0	(3,801,400)
FY 2026 Total Appropriation	4,912.68	368,264,200	543,728,200	0	911,992,400
Executive Carry Forward	0.00	207,300	0	0	207,300
Expenditure Adjustments	(22.91)	0	8,978,000	0	8,978,000
FY 2026 Estimated Expenditures	4,889.77	368,471,500	552,706,200	0	921,177,700
Removal of Onetime Expenditures	0.00	(207,300)	(191,208,000)	0	(191,415,300)
Base Adjustments	38.34	4,000,000	3,654,700	0	7,654,700
Restore Rescissions	9.00	15,319,500	3,328,900	0	18,648,400
Ongoing Base Reduction	(76.17)	(19,159,300)	(3,654,700)	0	(22,814,000)
FY 2027 Base	4,860.94	368,424,400	364,827,100	0	733,251,500
Personnel Benefit Costs	0.00	6,010,800	3,832,600	0	9,843,400
Contract Inflation	0.00	1,100	0	0	1,100
Statewide Cost Allocation	0.00	886,200	0	0	886,200
FY 2027 Program Maintenance	4,860.94	375,322,500	368,659,700	0	743,982,200
FY 2027 Budget Enhancements	4.00	(242,400)	1,909,700	0	1,667,300
FY 2027 Total	4,864.94	375,080,100	370,569,400	0	745,649,500
Chg from FY 2026 Orig Approp	(56.74)	(8,503,600)	14,720,300	0	6,216,700
% Chg from FY 2026 Orig Approp.	(1.2%)	(2.2%)	4.1%		0.8%

Contact:

Representative Kyle Harris
(208) 332-1000
Senator James Woodward
(208) 332-1000

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

LEGISLATURE OF THE STATE OF IDAHO
Sixty-eighth Legislature Second Regular Session - 2026

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 922

BY APPROPRIATIONS COMMITTEE

AN ACT

RELATING TO THE APPROPRIATION TO THE STATE BOARD OF EDUCATION AND THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO; APPROPRIATING ADDITIONAL MONEYS TO THE STATE BOARD OF EDUCATION AND THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO FOR COLLEGE AND UNIVERSITIES AND THE OFFICE OF THE STATE BOARD OF EDUCATION FOR FISCAL YEAR 2027; REDUCING THE APPROPRIATION TO THE STATE BOARD OF EDUCATION AND THE BOARD OF REGENTS OF THE UNIVERSITY OF IDAHO FOR COLLEGE AND UNIVERSITIES AND THE OFFICE OF THE STATE BOARD OF EDUCATION FOR FISCAL YEAR 2027; AND DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. In addition to any other appropriation provided by law, there is hereby appropriated to the State Board of Education and the Board of Regents of the University of Idaho for College and Universities and the Office of the State Board of Education the following amounts to be expended according to the designated programs and expense classes from the listed funds for the period July 1, 2026, through June 30, 2027:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	TOTAL
I. BOISE STATE UNIVERSITY:			
FROM:			
General Fund	$134,800	$4,600	$139,400
II. IDAHO STATE UNIVERSITY:			
FROM:			
General Fund	$95,200	$2,600	$97,800
Charitable Institutions Endowment Income Fund	113,000		113,000
Normal School Endowment Income Fund	260,100	0	260,100
TOTAL	$468,300	$2,600	$470,900

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	TOTAL
III. LEWIS-CLARK STATE COLLEGE:			
FROM:			
Normal School Endowment Income Fund		$355,800	$355,800
IV. UNIVERSITY OF IDAHO:			
FROM:			
General Fund	$262,300	$11,000	$273,300
Agricultural College Endowment Income Fund		120,000	120,000
Scientific School Endowment Income Fund		380,400	380,400
University Endowment Income Fund	0	680,400	680,400
TOTAL	$262,300	$1,191,800	$1,454,100
GRAND TOTAL	$865,400	$1,554,800	$2,420,200

SECTION 2. Notwithstanding any provision of law to the contrary, the appropriation to the State Board of Education and the Board of Regents of the University of Idaho for College and Universities and the Office of the State Board of Education is hereby reduced by the following amounts from the General Fund from operating expenditures for the period July 1, 2026, through June 30, 2027:

FROM:	
Boise State University	$295,300
Idaho State University	186,300
Lewis-Clark State College	61,100
University of Idaho	210,200
TOTAL	$752,900

SECTION 3. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect on and after July 1, 2026.

STATEMENT OF PURPOSE

RS33706 / H0906

This is the enhancements bill for the community colleges, including a reduction of $245,500 for the Canvas Learning Management System (LMS) and an addition of $1,123,200 to restore the 2% additional reduction.

FISCAL NOTE

This appropriation provides an additional $1,123,200 to the maintenance appropriation provided to Community Colleges. Table 1 shows incremental adjustments to the budget, of which the ongoing reduction is $245,500 and the onetime increase is $1,368,700. Table 2 shows the adjustments leading to the FY 2027 Total. The total budget for the Community Colleges is $68,169,300 and provides support to the College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, and North Idaho College.

Table 1.	FTP	Gen	Ded	Fed	Total
1. Canvas LMS	0.00	(245,500)	0	0	(245,500)
2. Restore 2% Additional Reduction	0.00	1,368,700	0	0	1,368,700
FY 2027 Budget Enhancements	0.00	1,123,200	0	0	1,123,200
% Chg from FY 2027 Budget Maintenance		1.7%			1.7%

Table 2.	FTP	Gen	Ded	Fed	Total
FY 2026 Original Appropriation	0.00	68,419,700	800,000	0	69,219,700
1. 3% Rescission, Uallocated CEC	0.00	(2,052,600)	0	0	(2,052,600)
5. 1% Add'l Rescission	0.00	(683,800)	0	0	(683,800)
FY 2026 Total Appropriation	0.00	65,683,300	800,000	0	66,483,300
Restore Rescissions	0.00	2,736,400	0	0	2,736,400
Ongoing Base Reduction	0.00	(3,422,100)	0	0	(3,422,100)
FY 2027 Base	0.00	64,997,600	800,000	0	65,797,600
Personnel Benefit Costs	0.00	1,248,500	0	0	1,248,500
FY 2027 Program Maintenance	0.00	66,246,100	800,000	0	67,046,100
FY 2027 Budget Enhancements	0.00	1,123,200	0	0	1,123,200
FY 2027 Total	0.00	67,369,300	800,000	0	68,169,300
Chg from FY 2026 Orig Approp	0.00	(1,050,400)	0	0	(1,050,400)
% Chg from FY 2026 Orig Approp.		(1.5%)			(1.5%)

Contact:

Representative Steve Miller
(208) 332-1000
Senator Codi Galloway
(208) 332-1000

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

DISCLAIMER: This statement of purpose and fiscal note are a mere attachment to this bill and prepared by a proponent of the bill. It is neither intended as an expression of legislative intent nor intended for any use outside of the legislative process, including judicial review (Joint Rule 18).

Statement of Purpose / Fiscal Note

Bill SOP/FN INTRODUCED: 03/16/2026, 2:30 PM

LEGISLATURE OF THE STATE OF IDAHO
Sixty-eighth Legislature Second Regular Session - 2026

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 906

BY APPROPRIATIONS COMMITTEE

AN ACT

RELATING TO THE APPROPRIATION TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COLLEGES; APPROPRIATING ADDITIONAL MONEYS TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COLLEGES FOR FISCAL YEAR 2027; REDUCING THE APPROPRIATION TO THE STATE BOARD OF EDUCATION FOR COMMUNITY COLLEGES FOR FISCAL YEAR 2027; AND DECLARING AN EMERGENCY AND PROVIDING AN EFFECTIVE DATE.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. In addition to any other appropriation provided by law, there is hereby appropriated to the State Board of Education for Community Colleges the following amounts to be expended according to the designated programs and expense classes from the General Fund for the period July 1, 2026, through June 30, 2027:

	FOR PERSONNEL COSTS	FOR OPERATING EXPENDITURES	TOTAL
College of Eastern Idaho	$167,400		$167,400
College of Southern Idaho	104,200	$319,600	423,800
College of Western Idaho	453,800		453,800
North Idaho College	233,700	90,000	323,700
TOTAL	$959,100	$409,600	$1,368,700

SECTION 2. Notwithstanding any provision of law to the contrary, the appropriation to the State Board of Education for Community Colleges is hereby reduced by the following amounts from the General Fund from operating expenditures for the period July 1, 2026, through June 30, 2027:

FROM:	
College of Eastern Idaho	$26,700
College of Southern Idaho	101,600
College of Western Idaho	71,000
North Idaho College	46,200
TOTAL	$245,500

SECTION 3. An emergency existing therefor, which emergency is hereby declared to exist, this act shall be in full force and effect on and after July 1, 2026.

SUBJECT

Retirement Plan Committee – Idaho State Board of Education (Board) Voluntary Deferred Compensation Plan 457(b) Restatement

REFERENCE

June 2011	Idaho State Board of Education (Board) approved Supplemental Retirement 403(b) Plan document
August 2013	Board approved technical amendments to plan document
February 2014	Board approved amendments to the Supplemental Retirement Benefit Plan
April 2020	Board approved allowance of plan-optional COVID-19 distribution and loan relief related to the CARES Act.
October 2020	Board approved amendments to ORP and the Supplemental Retirement Benefit Programs December
2020	Board approved second reading of amendment to Board policy II.R authorized the Executive Director to hire consultants as recommended by the Retirement Plan Committee.
October 2021	Board approved Retirement Plan Committee proposal to hire Optional Retirement Plan consultant – Multnomah Group, Inc.
December 2022	Board received information regarding recordkeeping services for Board 401(a) Optional Retirement Plan.
January 2023	Board Office received exemption for RFP process from Idaho Division of Purchasing.
December 2024	Board approved Fidelity as the 401(a) Optional Retirement Plan's sole provider of Defined Contribution Recordkeeping Services for the State Board of Education, effective December 2, 2024.
December 2025	Board approved restatements to ORP 401(a), Supplemental 403(b), and Voluntary Deferred 457(b) Plan restatements.

APPLICABLE STATUTES, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections II.K.2. and II.R.
Idaho Code §§ 33-107A, 33-107B, 33-107C
Idaho Code § 59-513

BACKGROUND

Board Policy II.R. creates the Retirement Plan Committee (RPC) which is charged with "stewardship of the retirement plans sponsored by the Board for the exclusive

benefit of participants and their beneficiaries." The Board- sponsored plans include the 401(a) Optional Retirement Plan (ORP), and the 403(b) Supplemental Plan and 457(b) Voluntary Deferred Compensation Plan. The Board has authority to manage and control the Plans' operation and administration. The Board retains exclusive authority to amend the Plans and select trustees/custodians.

Board staff engaged in a comprehensive review of the 457(b) Voluntary Deferred Compensation plan to recommend the following updates:

Age-Based Catch-Up and Roth Catch-Up Requirements
Effective January 1, 2026, the Plan has been updated to reflect statutory requirements for participants whose wages exceed thresholds set under Code section 414(v)(7)(A), requiring that catch-up contributions be made as Roth Contributions.

Restatement Effective Date
The Plan is restated effective January 1, 2026, with amendments adopted in 2026 as approved by the Board.

DISCUSSION

Board Staff, Multnomah Group (Retirement Plan Consultant), Reinhart Law (Retirement Plan Legal Counsel), and Fidelity Investments have worked with Board staff in updating the 457(b) plan document to address the items described above.

IMPACT

Board approval of the revisions contained in the attachment will bring the SBOE 457(b) Deferred Compensation Plan up to date, align the plan with Idaho statute concerning beneficiary designations at divorce, address historical employer-contribution issues related to CWI, establish clear vendor guidelines through Exhibit A, and ensure compliance with applicable IRS guidance on catch-up contributions effective January 1, 2026.

All changes are administrative and compliance oriented.

ATTACHMENTS

Attachment 1 – Section 457(b) Deferred Compensation Plan – Clean
Attachment 2 – Section 457(b) Deferred Compensation Plan – Redline

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff reviewed the proposed updates and confirms that the revisions align with Idaho law, IRS administrative guidance, and the Board's authority to administer employee retirement plans.

The changes improve clarity, operational consistency, and compliance with current statutory and regulatory requirements.

Board staff recommends approval of the revised 457(b) Deferred Compensation Plan document and associated Exhibit A.

BOARD ACTION

I move to approve the restatement of the Idaho State Board of Education's Section 457(b) Deferred Compensation Plan, effective January 1, 2026, as presented in Attachment 1.

Moved by_____ Seconded by _____ Carried Yes _____ No_____

ATTACHMENT 1

IDAHO STATE BOARD OF EDUCATION SECTION 457(b) DEFERRED COMPENSATION PLAN

Effective January 1, 2006
Restated Effective January 1, 2012
Restated Effective August 15, 2013
Restated Effective April 19, 2018
Restated Effective October 28, 2020
Restated Effective January 1, 2026
Amendments adopted _____, 2026

ATTACHMENT 1

IDAHO STATE BOARD OF EDUCATION SECTION 457(b) DEFERRED COMPENSATION PLAN

ARTICLE I. INTRODUCTION

The Idaho State Board of Education, on behalf of the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, North Idaho College and the Office of the State Board of Education hereby restates the Idaho State Board of Education Section 457(b) Deferred Compensation Plan (hereinafter the "Plan").

The Plan is intended to be an eligible deferred compensation plan under section 457 of the Internal Revenue Code of 1986 and a governmental plan within the meaning of Code section 414(d). As a governmental plan, the Employee Retirement Income Security Act of 1974 ("ERISA") does not apply, and the Plan will be interpreted to maintain the Plan's status as an eligible deferred compensation plan and a governmental plan.

The primary purpose of this Plan is to attract and retain qualified personnel by providing them an opportunity to save and invest a portion of their compensation for retirement and permitting them to provide for benefits in the event of their retirement or death. Nothing contained in this Plan shall be deemed to constitute an employment agreement between any Participant and the Employer and nothing contained herein shall be deemed to give any Participant any right to be retained in the employ of the Employer.

ARTICLE II. PLAN ELECTIONS

2.01 Effective Date. This Plan was established by the Board effective January 1, 2006. This restatement is effective January 1, 2026 except as otherwise indicated.

2.02 Unforeseeable Emergency Withdrawals. Withdrawals under Section 8.09 shall be available under this Plan.

2.03 Participant's Election to Receive in-Service Distribution. A Participant may elect to receive an in-service distribution of his account balance as described in Section 8.11 if the total amount payable to a Participant under the Plan does not exceed the dollar amount under section 411(a)(11)(A) of the Code (currently $7,000).

2.04 Distribution without Participant's Consent. Small accounts of certain inactive Participants may not be distributed without the Participant's consent after December 1, 2025.

2.05 Loans.

Loans are not allowed under this Plan.

2.06 Governing Law. This Plan shall be interpreted and administered in accordance with the Code, and where not inconsistent with the Code, or as otherwise provided, construed under the laws of the State of Idaho.

2.07 Invalidation of Certain Provisions. If any provision of the Plan is determined by the Internal Revenue Service or a court of competent jurisdiction to be invalid, that provision will be deemed null and void, but the remaining provisions of the Plan will continue in full force and effect.

ARTICLE III. DEFINITIONS

3.01 Account: The bookkeeping account maintained for each Participant (or Beneficiary) in order to provide appropriate records for the administration of the Plan and show the potential interest of each Participant. An Account shall record:

a) The amount of a Participant's Deferred Compensation;

b) Any income, loss, or expense attributable to the investment of a Participant's Deferred Compensation;

c) Any distributions; and

d) Any fees or expenses charged against a Participant's Account.

3.02 Beneficiary or Beneficiaries: The person or persons designated by the Participant to receive any benefits payable hereunder in the event of the Participant's death. If more than one designated Beneficiary survives the Participant, payments shall be made equally to the surviving Beneficiaries, unless otherwise designated by the Participant in a manner approved by the Board. If no Beneficiary is properly designated or if no designated Beneficiary survives the Participant, then the Beneficiary shall be the surviving Spouse of the Participant, or if none, the Participant's estate. However, a Participant may designate a contingent Beneficiary (or Beneficiaries) who shall become the primary Beneficiary (or Beneficiaries) under this Plan in the event that no primary Beneficiary survives the Participant. In addition to the above, in the event a married Participant designates his or her Spouse as Beneficiary, and that marriage is legally terminated by divorce, then any prior beneficiary designation naming the former Spouse as Beneficiary shall be null and void and it will be as if the former Spouse predeceased the Participant. If the Participant desires to again designate the former Spouse as Beneficiary, the Participant must complete and submit a new beneficiary designation form after the marriage is legally terminated by divorce, listing such former Spouse as Beneficiary.

3.03 Board: The Idaho State Board of Education.

3.04 Code: The Internal Revenue Code of 1986, as amended, and regulations thereunder.

3.05 Compensation. All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election to defer compensation under this Plan.) Effective January 1, 2009, Compensation includes any differential wage payments to an Employee who does not currently perform services for the Employer. A "differential wage payment" is a payment which (a) is made by the Employer with respect to a period during which the Employee is on active duty for a period of more than 30 days, and (b) represents all or a portion of the wages the Employee would have received from the Employer if the Employee were performing service for the Employer, all as defined by Code section 3401(h)(2).

3.06 Deferred Compensation: The sum of the Participant's Employee Contributions and Employer Contributions that do not exceed the Maximum Limitation.

3.07 Deferred Compensation Agreement: An agreement entered into between a Participant and the Employer and any amendments or modifications thereof, which agreement shall allow the Participant to fix the amount of Deferred Compensation; specify the Participant's investment selection with respect to his Deferred Compensation; designate the Participant's Beneficiary or Beneficiaries and incorporate the terms, conditions, and provisions of this Plan by reference. Any such agreement will not apply to Compensation made available prior to the effective date of such agreement and will continue in force unless and until it is modified or revoked in accordance with the Plan and the Board's procedures.

3.08 Employee: An employee who is eligible to participate in the Idaho State Board of Education Optional Retirement Plan.

3.09 Employee Contributions: The elective deferrals made pursuant to the Plan in the amount specified in the Participant's Deferred Compensation Agreement.

3.10 Employer: The employment units under the jurisdiction of the Board, namely:

The Office of the Idaho State Board of Education
Boise State University

Idaho State University
University of Idaho
Lewis-Clark State College
College of Eastern Idaho
College of Southern Idaho
College of Western Idaho
North Idaho College

3.11 Employer Contributions: The contributions, if any, made by an Employer on behalf of a Participant that are not Employee Contributions.

3.12 Fund Sponsor: A bank, insurance company, regulated investment company or other entity that has been designated and approved by the Board to offer Investment Vehicles to Participants. The Board in its sole discretion will select, retain and terminate Fund Sponsors.

3.13 Includible Compensation: An Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of $350,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b) or 457(b) of the Code (including an election to defer Compensation under this Plan).

3.14 Normal Retirement Age: The age that determines the period during which a Participant may utilize the Catch-Up Limitation of Section 6.03 hereunder. A Participant's Normal Retirement Age shall be age 70½, unless the Participant has elected an alternative Normal Retirement Age by written instrument delivered to the Employer prior to Severance from Employment.

A Participant's alternative Normal Retirement Age may not be earlier than the earliest date that the Participant shall become eligible to retire and receive unreduced retirement benefits under the Employer's defined benefit plan or money purchase plan covering that Participant and may not be later than the calendar year in which the Participant attains age 70½. If the Participant will not be eligible to receive benefits under a defined benefit plan or money purchase plan maintained by the Employer, the Participant's Normal Retirement Age may not be earlier than attainment of age 65 and may not be later than the calendar year in which the Participant attains age 70½.

Once a Participant has to any extent utilized the Catch-Up Limitation of Section 6.03, his Normal Retirement Age may not be changed.

3.15 Participant: Any Employee who has enrolled in this Plan pursuant to the requirements of Article IV or who has previously deferred compensation

under this Plan and who has not received a distribution of his or her entire benefit under the Plan.

3.16 PERSI: The Public Employee Retirement System of Idaho.

3.17 Plan Year: The 12-month period commencing each January 1 and ending on the following December 31.

3.18 Severance from Employment: Termination of the Participant's employment relationship with the Employer.

3.19 Service Provider(s): An entity the Board designates to perform administrative services under this Plan. The Board in its sole discretion will select, retain or remove Service Providers. Attached as Exhibit A is the current list of providers, which will be updated from time to time without amendment to the Plan.

3.20 Spouse: The legally married spouse of a Participant.

ARTICLE IV. PARTICIPATION IN THE PLAN

4.01 Participant. An Employee may become a Participant immediately upon the commencement of the Employee's employment or reemployment with the Employer.

An Employee becomes a Participant when he has executed and entered into a Deferred Compensation Agreement with the Employer.

4.02 Enrollment in the Plan. An Employee may become a Participant by entering into a Deferred Compensation Agreement with respect to Compensation that is not yet available in accordance with reasonable administrative procedures established by the Employer.

4.03 Minimum Deferral Amount. At the time of entering into or amending a Deferred Compensation Agreement hereunder, a Participant must agree to defer a minimum periodic amount as specified by the Plan Administrator.

4.04 Change in Amount of Deferred Compensation or Beneficiary. A Participant may not amend or modify an executed Deferred Compensation Agreement to change the amount of Deferred Compensation except with respect to Compensation that is not yet available to the Participant. A Participant may change their Beneficiary at any time by giving written notice to the Service Provider.

4.05 Revocation of Deferred Compensation Agreement. A Participant may revoke his Deferred Compensation Agreement and thereafter be restored to his Compensation, by giving notice to the Employer. The revocation will

apply as soon as administratively feasible for Compensation that is not currently available.

4.06 New Deferred Compensation Agreement Upon Return to Service or After Revocation. An Employee who returns to active service with the Employer after a Severance from Employment, or who has revoked his Deferred Compensation Agreement under Section 4.05, may again become an active Participant by executing a new Deferred Compensation Agreement with the Employer before the Compensation to be deferred is made available to the Participant.

4.07 Leave of Absence; Other Absences. Compensation may continue to be deferred under this Plan with respect to a Participant who is on an approved leave of absence from the Employer with Compensation, and all of the rules of this Article shall apply with respect to making, amending or revoking any Deferred Compensation Agreement for such a Participant.

4.08 Deferrals after Severance from Employment, Including Sick, Vacation, and Back Pay Under an Eligible Plan. A Participant who has not had a Severance from Employment may elect to defer accumulated sick pay, accumulated vacation pay, and back pay under this Plan in accordance with the requirements of Code section 457(b). These amounts may be deferred for any calendar month only if an agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an Employee on the date the amounts would otherwise be paid or made available. Compensation that would otherwise be paid for a payroll period that begins before Severance from Employment is treated as an amount that would otherwise be paid or made available before an Employee has a Severance from Employment. In addition, deferrals may be made for former Employees with respect to compensation described in Treas. Reg. section 1.415(c)-2(e)(3)(ii) (relating to certain compensation paid within 2 1/2 months following Severance from Employment), compensation described in Treas. Reg. section 1.415(c)-2(g)(4) (relating to compensation paid to participants who are permanently and totally disabled), and compensation relating to qualified military service under Code section 414(u).

ARTICLE V. CONTRIBUTIONS

5.01 Elective Deferrals. Subject to the limits described in Article VI, a Participant may enter into a Deferred Compensation Agreement and agree to contribute each pay period Pre-Tax Contributions and/or Roth Contributions to the Plan. Contributions must be in whole percentages or fixed dollar amounts.

The Employer will reduce a Participant's Compensation as elected and transfer the amounts to the applicable Fund Sponsor in accordance with the Employer's payroll practices. In no event will the Employee Contributions be transferred later than 15 business days after being withheld from the Participant's paycheck.

Unless Roth Contributions are expressly elected or unless required by law, the Employer will designate Employee Contributions as Pre-tax Contributions.

At the time the Participant experiences a Severance from Employment, the Participant's election will be automatically invalid.

5.02 Employer Contributions. Effective January 1, 2010, an Employer may make Discretionary Nonelective Contributions to the Plan on behalf of a Participant. The Employer shall clearly designate these as Nonelective Contributions and complete any forms required by the Fund Sponsor or Service Provider. Such Nonelective Contributions may be made as determined by the Employer but will not be made later than the last day of the Plan Year. No Employer is required to make Employer Contributions and such Employer Contributions, if made may be reduced or rescinded at any time.

5.03 Rollover Contributions. Subject to any restrictions imposed by the Service Provider, this Plan will accept a Rollover Contribution from a Code section 401(a) plan, 403(a) plan, a Code section 403(b) plan, a Code section 408 IRA or annuity or a Code section 457(b) eligible deferred compensation plan sponsored by a governmental entity. No after-tax contributions will be allowed. The Plan will accept a Rollover Contribution to a Participant's Roth Contribution Account only as a direct rollover from a Roth account to the extent permitted under the Code.

Rollover Contributions will be held in the Participant's Rollover Contribution Subaccount and Roth Rollover Contributions will be maintained separately.

5.04 Plan-to-Plan Transfers. This Plan shall accept and allow transfers, pursuant to section 457 of the Code, of amounts deferred by a Participant under this Plan or another eligible deferred compensation plan meeting the requirements of section 457(g) of the Code, provided the conditions of this Section 5.04 are met.

(a) Directed by Participant or Beneficiary. A transfer from this Plan to another eligible governmental deferred compensation plan or from another eligible governmental deferred compensation plan to this Plan is permitted only if the transferor plan provides for transfers, the receiving plan provides for the receipt of transfers, the Participant or Beneficiary whose amounts deferred are being transferred shall

have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that Participant or Beneficiary immediately before the transfer, and in the case of a transfer for a Participant, the Participant whose amounts deferred are being transferred has had a Severance from Employment with the transferring employer and is performing services for the employer maintaining the transferee plan. Upon the transfer of all assets from this Plan under this Section 5.04(a), the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary.

(b) Permissive Service Credit Transfers.

Subject to any limitations imposed by a Service Provider, if a Participant is also a participant in PERSI, to the extent allowed by PERSI, the Participant may elect to have any portion of the Participant's Account transferred to PERSI. A transfer under this Section 5.04(b) may be made before the Participant has had a Severance from Employment.

A transfer may be made under Section 5.04(b) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under PERSI or a repayment to PERSI which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

ARTICLE VI. LIMITATIONS ON CONTRIBUTIONS

6.01 Maximum Normal Limitation: The maximum amount of Employee Contributions plus Employer Contributions for any Participant in any Plan Year shall not exceed the lesser of:

(i) the applicable dollar amount as provided in Code section 457(e)(15)(as increased by adjustments); or

(ii) 100% of the Participant's Includible Compensation.

6.02 Age-Based Catch-Up Contributions:

(a) Subject to subparagraphs (b) and (c) below, a Participant who will attain age 50 or more by the end of the calendar year may defer additional amounts up to the dollar limit on Catch-up Contributions under Code Section 414(v)(2)(B)(i) subject to cost of living increases under Code section 414(v)(2)(C) for the taxable year.

(b) Effective January 1, 2026, subject to subparagraph (c) below, and as administratively feasible for each Employer, a Participant who will

attain age 60 but not age 64 by the end of the calendar year may contribute additional amounts up to the dollar amount in Code section 414(v)(2)(E) (as adjusted).

(c) Effective January 1, 2026, for any Participant whose wages (as defined in Code section 3121(a)) from the Employer for the preceding calendar year exceeds the amounts provided in Code section 414(v)(7)(A)(as adjusted), the additional amounts as stated in subsection (a) above must be Roth Contributions.

In no case may the deferred amount be more than the Participant's Compensation for the year.

6.03 Three Year Catch-Up:

For each one of the last three (3) taxable years of a Participant ending before the Participant's attainment of Normal Retirement Age and the amount calculated below exceeds the amount computed under Sections 6.01 and 6.02, the maximum amount deferred for each such year shall be the lesser of:

(1) twice the Section 6.01 applicable dollar amount (as described above) for such year; or

(2) the sum of

(A) An amount equal to (i) the Maximum Normal Limitation for the current year plus each prior calendar year beginning after December 31, 2001 during which the Participant was an Employee under the Plan, minus (ii) the aggregate Compensation that the Participant deferred under this Plan during such years, plus,

(B) An amount equal to (i) the aggregate limit referred to in section 457(b)(2) of the Code for each prior calendar year beginning after December 31, 1978 and before January 1, 2002 during which the Participant was an Employee (determined without regard to this section or 6.04), minus (ii) the aggregate contributions to Pre-2002 Coordination Plans for such years.

A Participant may utilize the Three Year Catch-Up limitation only if the Participant has not previously utilized it with respect to a different Normal Retirement Age under this Plan or any other plan. In no case may the deferred amount be more than the Participant's Compensation for the year.

6.04 Special Rules. For purposes of Article 6, the following rules shall apply:

(a) Participant Covered by More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of section 457(b) of the Code, then this Plan and all such other plans shall be considered as one plan for purposes of applying the limitations of this Article 6. For this purpose, the Plan Administrator shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Plan Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.

(b) Pre-Participation Years. In applying the limitations of 6.03, a year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) Compensation deferred, if any, under the Plan during the year was subject to the Maximum Normal Limitation described in Section 6.01 or any other plan ceiling required by section 457(b) of the Code.

(c) Pre-2002 Coordination Years. For purposes of Section 6.03(2)(B), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code section 457(b) plan, or a salary reduction or elective contribution under any Code section 401(k) qualified cash or deferred arrangement, Code section 402(h)(1)(B) simplified employee pension (SARSEP), Code section 403(b) annuity contract, and Code section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in section 501(c)(18) of the Code, including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 6.03(2)(B) to the extent that the total of such contributions does not exceed the aggregate limit referred to in section 457(b)(2) of the Code for that year.

(d) Disregard Excess Deferral. For purposes of Sections 6.1, 6.2 and 6.3, an individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent excess deferrals under the plan are distributed, as described in Section 6.07. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an excess deferral for those prior years.

6.05 Coordination of Catch-Up Contributions: A Participant may not utilize both the Three-Year Catch-Up in Section 6.03 and the Age-Based Catch-Up in

Section 6.02 in the same year. The Age-Based Catch-Up shall not apply for any taxable year for which a higher Catch-Up Limitation applies.

6.06 Excess Deferrals: Any amount deferred in excess of the limitations above, or if the Participant's contributions for a year exceeds the limits if combined with amounts deferred for another Code section 457(b) Plan for which the Participant provides information that is accepted by the Administrator, it will be distributed along with applicable earnings to the Participant no later than the April 15 following the calendar year in which the excess deferrals were made. To the extent the Participant made both Pre-Tax and Roth Contributions, the excess amounts will be distributed from the Roth Contribution account first unless the Participant elects otherwise.

ARTICLE VII. INVESTMENT OF DEFERRED COMPENSATION

7.01 Plan Investments. The amount of Compensation deferred by and on behalf of each Participant shall be transferred to the Fund Sponsor(s) to be held, managed, invested and distributed as provided herein and pursuant to the Investment Vehicles.

7.02 Participant-Directed. Participants and Beneficiaries may direct the investment of the amounts held in their Accounts or otherwise credited for their benefit under the Plan among the Investment Vehicles selected by the Board. The issuer, trustee, or custodian shall accept such allocation instructions directly from Participants and Beneficiaries, subject to any filing requirements provided by the Plan Administrator. Participants and Beneficiaries may change their investments as often as allowed by the Board's procedures, subject to the terms of the Investment Vehicles.

7.03 Default Investment. If a Participant or Beneficiary does not validly select an investment, amounts held in their Accounts will be invested in the default Investment Vehicle selected by the Board in its sole discretion.

7.04 Exclusive Benefit. Notwithstanding any provision of the Plan to the contrary, all amounts held under the Plan, including amounts deferred and earnings or other accumulations attributable thereto, shall be held in trust for the exclusive benefit of Plan Participants and Beneficiaries pursuant to Code section 457(g). No part of the trust fund may be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries. The trust shall be exempt from tax in accordance with Code sections 457(g)(2) and 501(a).

For purposes of this section, the terms Participant and Beneficiary shall also include contingent beneficiaries and/or spouses, former spouses, or children of Participants for whose benefit amounts are being held under the Plan pursuant to the terms of a domestic relations order which has been recognized under the terms of the Plan.

Any discretionary authority reserved to the Board (or to any administrator or administrative committee) under the Plan or under any investment held under the Plan, to the extent the exercise thereof would otherwise be inconsistent with this section, shall be exercised for the exclusive benefit of Plan Participants and Beneficiaries. No amounts from the Plan shall be paid to any creditor of the Board or Employer, and no Fund Sponsor shall have no duty to inquire into the validity of any request by the Employer or by an administrator or administrative committee for distribution of amounts for the benefit of a Participant or a Beneficiary under the Plan.

7.05 Benefits Equal Participant's Account Value. The benefits paid to a Participant or Beneficiary pursuant to Article VII of this Plan shall be based upon the value of the Participant's Account. In no event shall the Board or Employer have any liability to pay benefits under this Plan, and the Board or Employer shall not be liable for losses arising from depreciation or other decline in the value of any investments acquired under this Plan.

7.06 Periodic Reports. Each Participant shall receive periodic reports, not less frequently than annually, showing the then-current value of his Account.

7.07 Board-Directed Accounts. Notwithstanding any provision of the Plan to the contrary, the Board shall direct the issuer, trustee or custodian with respect to the investment of any contributions that are forwarded to the issuer, trustee or custodian prior to the date on which the Participant or Beneficiary completes the necessary paperwork with the issuer, trustee or custodian (or takes such other action or actions as may be necessary) to direct the investment of such amounts. Such direction shall be communicated to the issuer, trustee or custodian by means of a separate written agreement between the Board and issuer, trustee or custodian, which agreement shall include a default investment option and a default beneficiary designation. This direction shall be effective only until such time as the Participant or Beneficiary exercises his right to direct the investment of such amounts and to designate a Beneficiary in accordance with the terms of the Plan.

7.08 Revenue Sharing Account. The Plan shall record in an unallocated Plan account any amounts paid to the Plan by Service Providers, and shall invest such unallocated account as directed by the Board or its delegate. As of the last day of each Plan Year, all assets remaining in the unallocated account shall be allocated among the Plan Accounts of Participants who have Accounts on the last day of the Plan Year. The allocation shall be made in proportion to the value of each Participant's Account invested in Plan investments that generate revenue sharing, determined according to the Service Providers' records as of the last day of the Plan Year.

ARTICLE VIII. BENEFITS

8.01 Distribution of Benefits. Except as otherwise provided in this Article, a Participant's Account shall not become distributable until the earlier of: (i) a Participant's attainment of age 70-1/2; or (ii) Severance from Employment. Distributions shall be made in accordance with one of the payment options described in Section 8.03.

8.02 Rollover Contributions. If a Participant makes rollover contributions to the Plan, those may be distributed at any time upon election by the Participant.

8.03 Payment Options. Upon retirement or other Severance from Employment (other than due to death) a Participant (or a Beneficiary as provided in Section 8.06) may elect to have the value of the Participant's Account distributed in accordance with one of the following payment options provided that such option is available under the Investment Vehicle and consistent with the limitations set forth in Section 8.04:

(a) life annuity;

(b) life annuity with 60, 120, or 180 monthly payments guaranteed;

(c) unit refund life annuity;

(d) joint and last survivor annuity (spouse only);

(e) lump sum;

(f) term certain annuity with 36, 48, 60, 72, 84, 96, 108, 120, 132, 144, 156, 168 or 180 monthly payments guaranteed;

(g) withdrawals for a specified number of years;

(h) withdrawals of a specified amount; or

(i) any other method of payment agreed upon between Participant and Board and accepted by the Investment Vehicle or Service Provider.

If a Participant fails to elect a payment option, any required payments shall be made under a payment option designated by the Board.

Notwithstanding the options above, any option that involves a life contingency (or a joint life contingency) shall only be available under an Investment Vehicle that offers annuities.

8.04 Death Benefits. If a Participant dies before his or her Account has begun to be distributed, the Account will be payable to the Participant's Beneficiary(ies) subject to the forms of benefit offered by the Investment

Funds and subject to the requirements of Code section 401(a)(9) and applicable Regulations.

8.05 Required Minimum Distributions.

No payment option may be selected by the Participant (or a Beneficiary) unless it satisfies the requirements of Code section 401(a)(9) (including the incidental death benefit requirements of Code section 401(a)(9)(G) and applicable Treasury Regulations, all as applicable to governmental plans.

The requirements of this section shall take precedence over any inconsistent provisions of the Plan.

All distributions shall begin not later than the Participant's Required Beginning Date, which is the April 1 of the calendar year following the later of: (i) the calendar year in which the Participant reaches the applicable age as stated in Code section 401(a)(9)(C)(V); or (ii) the calendar year in which the Participant experiences a Severance from Employment with the Employer.

Subject to each Investment Vehicle's procedures, if a Participant has not taken a distribution as required by Code section 401(a)(9) by the Participant's Required Beginning Date, the Participant shall automatically receive a distribution in the amount required to comply with the Code and applicable Regulations.

Effective January 1, 2024, the required distribution rules will not apply to a Participant's Roth Contributions, including any Roth Rollover Contributions.

8.06 Post-Retirement Death Benefits. Should a Participant die after beginning to receive benefits under a payment option, any remaining portion of the Participant's Account will be distributed to the Participant's Beneficiary. Payment to the Participant's Beneficiary must comply with section 401(a)(9) of the Code, and with any additional Code limitations applicable to the Plan.

In no event shall the Plan be liable for any payments made in the name of the Participant or a Beneficiary before the Employer or its agent receives proof of the death of the Participant or Beneficiary.

8.07 Pre-Retirement Death Benefits. Should a Participant die before beginning to receive benefits, the following distributions rules will apply:

a) Beneficiary. If the Account is payable to a Beneficiary that is not a Designated Beneficiary or Eligible Designated Beneficiary, the Participant's entire account will be paid no later than the December 31 of the calendar year that includes the 5th anniversary of the Participant's death.

b) Designated Beneficiary. If the Account is payable to a Designated Beneficiary, as defined in Code section 401(a)(9)(e)(i), that is not an Eligible Designated Beneficiary, the Participant's entire account will be paid no later than the December 31 of the calendar year that includes the 10th anniversary of the Participant's death.

c) Eligible Designated Beneficiary. If the Account is payable to an Eligible Designated Beneficiary as defined in Code section 401(a)(9)(e)(ii), the Participant's entire account will be paid, by one of the two following periods as elected by the Eligible Designated Beneficiary's election: (i) December 31 of the calendar year that includes the 10th anniversary of the Participant's death, or (ii) commencing by the December 31 of the calendar year following the calendar year in which the Participant died and payable over a period not exceeding the life expectancy of the Eligible Designated Beneficiary.

If there is no election made, the benefit will be payable as stated in subsection (c)(i).

d) Surviving Spouse. If the Eligible Designated Beneficiary is the Participant's surviving spouse, the spouse may further elect to postpone distributions under section (c)(ii) above until the December 31 of the calendar year in which the Participant attained his or her applicable age as defined in Code section 401(a)(9)(C)(v).

e) Death or Majority of Eligible Designated Beneficiary. If an Eligible Designated Beneficiary dies or attains age 21 (if a minor child) before the Account is fully paid, the remaining Account will be paid no later than the December 31 of the calendar year that includes the 10th anniversary of the Eligible Designated Beneficiary's death, or the calendar year in which the minor child attains age 31.

8.08 2020 Required Minimum Distributions. Notwithstanding any provision of this Article 8, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2020 but for the enactment of Code section 401(a)(9)(I) ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), will receive those distributions for 2020 unless the Participant or beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving distributions described in the preceding

sentence. In addition, solely for purposes of applying the direct rollover provisions of the Plan, distributions elected in accordance with the preceding sentence will be treated as eligible rollover distributions.

There shall be no new annuity starting date upon recommencement of required minimum distributions if suspended in accordance with this provision.

8.09 Unforeseeable Emergency Withdrawals. In the event of an Unforeseeable Emergency before the Participant has a Severance from Employment, a Participant may apply to the Service Provider to receive that part of the value of his Account that is reasonably necessary to satisfy the emergency need (including any amounts that may be necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution.) If such application for withdrawal is approved by the Service Provider, the Service Provider shall direct the issuer, trustee or custodian to pay the Participant such value as the Service Provider deems necessary to meet the emergency need.

An Unforeseeable Emergency is a severe financial hardship of the Participant resulting from:

- an illness or accident of the Participant, the Participant's spouse, or the Participant's dependent (as defined in Code section 152, without regard to Code section 152(b)(1), (b)(2), and (d)(1)(B));

- loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or

- other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined in Code section 152 without regard to Code section 152(b)(1), (b)(2), and (d)(1)(B)) may also constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 8.07, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

A distribution on account of an unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through

reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of Employee Contributions under the Plan.

8.10 Transitional Rule for Annuity Payment Option Elections. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Board and if a Participant or Beneficiary has commenced receiving benefits under an annuity payment option, that annuity payment option shall remain in effect notwithstanding any other provision of this Plan, provided it complies with Code section 401(a)(9) and related Treasury Regulations.

8.11 Participant's Election to Receive In-Service Distribution. A Participant may elect to receive an in-service distribution of the total amount payable to him under the Plan if:

(a) such amount does not exceed the dollar amount under section 411(a)(11)(A) of the Code,

(b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and

(c) there has been no prior distribution under the Plan to the Participant under this Section 8.09 or under Section 8.10.

8.12 Distribution During Military Service. A Participant who is performing service in the uniformed services described in Code section 3401(h)(2)(A) for a period of 30 or more days is treated as severed from Employment during the period of uniformed service for purposes of requesting a distribution from his or her Plan Account attributable to Employee Contributions provided, however, that a Participant who receives a distribution pursuant to this section may not make Employee Contributions to the Plan during the six-month period beginning on the date of distributions.

8.13 Coronavirus Related Distributions. To the extent allowed by the Service Provider, effective March 27, 2020 through December 31, 2020, an eligible Participant (as defined below) may elect to receive one or more distributions of any portion of the vested value of his Account not to exceed $100,000.

(a) Eligibility. A Participant is eligible for a Coronavirus Related Distribution under this Section 8.14 if he certifies that he satisfies one of the following criteria:

(1) the Participant, the Participant's spouse or the Participant's dependent (as defined in Code section 152 without regard to Code section 152(d)(1)(B)) was diagnosed with the virus

SARS-CoV 2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention;

(2) the Participant, the Participant's spouse or a member of the Participant's household experienced adverse financial consequences as a result of:

(A) being quarantined, furloughed, laid off or having his or her work hours reduced due to such virus or disease;

(B) being unable to work due to lack of child care due to such virus or disease;

(C) closing or reducing hours of a business owned or operated by the Participant, the Participant's Spouse, or a member of the Participant's household;

(D) experiencing a reduction in pay, rescinded job offer or delayed start date for a job because of COVID-19; or

(E) meeting such other factors as may be issued in Treasury guidance.

For purposes of this Section 8.14(a), a member of a Participant's household is defined as an individual who shares the Participant's principal residence.

(b) Repayment. A Participant is permitted, but is not required, to repay his Coronavirus Related Distribution(s) to the Plan in full or in part within three years of the date of the distribution in accordance with procedures established by the Board and Service Provider. Any repayment made to the Plan shall not exceed the aggregate amount of the Participant's Coronavirus Related Distribution(s) and will be treated as an eligible rollover contribution.

ARTICLE IX. VESTING

Participants are 100% vested in their Accounts at all times.

ARTICLE X. NON-ASSIGNABILITY

10.01 In General. Except as provided in Section 10.02, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder or any

interest under the Plan, which payments and interests are expressly declared to be non-assignable and non-transferable.

10.02 Domestic Relations Orders.

(a) Allowance of Transfers: Notwithstanding Section 10.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to a State domestic relations law and issued by a state, tribal court or other similar authority ("domestic relations order"), then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Service Provider(s) shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Where necessary to carry out the terms of such an order, a separate Account may be established with respect to the spouse, former spouse, or child who shall be entitled to make investment selections with respect thereto in the same manner as the Participant.

(b) Release from Liability to Participant: The Plan's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to a spouse, former spouse, child, or other dependent pursuant to paragraph (a) of this section. No such transfer shall be effectuated unless the Employer or Service Provider has been provided with satisfactory evidence that the Board, Employer and the Service Provider are released from any further claim by the Participant with respect to such amounts. The Participant shall be deemed to have released the Board, Employer and the Service Provider from any claim with respect to such amounts, in any case in which (i) the Board, Employer or Service Provider has been served with legal process or otherwise joined in a proceeding relating to such transfer, (ii) the Participant has been notified of the pendency of such proceeding in the manner prescribed by the law of the jurisdiction in which the proceeding is pending by service of process in such action or by mail from the Board, Employer or Service Provider to the Participant's last known mailing address, and (iii) the Participant fails to obtain an order of the court in the proceeding relieving the Employer or Service Provider from the obligation to comply with the judgment, decree, or order. The Participant shall also be deemed to have released the Board, Employer or Service Provider if the Participant has consented to the transfer pursuant to the terms of a property settlement agreement

and/or a final judgment, decree, or order as described in paragraph (a).

(c) Participation in Legal Proceedings: The Board, Employer and the Service Provider shall not be obligated to defend against or seek to have set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Board, Employer or Service Provider to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Board, Employer and Service Provider shall be authorized to the extent permitted by applicable laws to disclose information relating to the Participant's Account to the Participant's spouse, former spouse, or child (including the legal representatives of the spouse, former spouse, or child), or to a court.

ARTICLE XI. ADMINISTRATION

11.01 Plan Administrator. The Board, located at 650 W. State Street, Boise, Idaho 83720, has designated its Executive Director as responsible for administering the Plan (the "Plan Administrator"). The Plan Administrator shall have full power to adopt, amend, and revoke such rules and regulations consistent with and as may be necessary to implement, operate and maintain this Plan, to enter into contracts on behalf of the Employers under this Plan, and to make discretionary decisions affecting the rights or benefits of Participants.

The Board has designated to the Employers the responsibility for enrolling Participants, entering into Deferred Compensation Agreements with Participants, sending Plan contributions for each Participant to the Investment Vehicles selected by a Participant, and for performing other duties required for the operation of the Plan as delegated by the Board to the Employers.

11.02 Employee with Administrative Responsibilities. Any Employee who is charged with administrative responsibilities hereunder may participate in the Plan under the same terms and conditions as apply to other Employees. However, he shall not have the power to participate in any discretionary action taken with respect to his participation under the Plan.

11.03 Administrative Services. Notwithstanding the delegation to the Employers stated in Section 12.1, the Board may enter into one or more agreement(s) with Service Provider(s) to provide administrative services under this Plan

for the convenience of the Employers, including, but not limited to, the enrollment of Employees as Participants, the maintenance of Accounts and other records, the making of periodic reports to Participants, and the disbursement of benefits to Participants. The Board at its sole discretion may also retain other professionals to provide professional advice with regard to the Plan.

11.04 Administrative Expenses. Reasonable expenses incurred in the proper administration of the Plan may be paid from the Trust Fund. At its discretion, the Plan Administrator may charge reasonable Plan administrative expenses to the Accounts of Participants on a pro rata basis, or another reasonable basis as determined by the Plan Administrator.

11.05 Tax Treatment. It is intended that contributions properly made to the Plan along with applicable earnings will be excludable from a Participant's gross income for purposes of federal and state taxes until distributed to the Participant or a Beneficiary. For Roth Contributions and related earnings, those are intended to be excluded from gross income to the extent they are considered to be Qualified Distributions in accordance with Code section 402A(d). Neither the Board nor any Employer guarantees specific tax treatment of any Contribution or earnings for any Participant or Beneficiary.

ARTICLE XII. AMENDMENT OR TERMINATION OF PLAN

12.01 Amendment or Termination. The Board may at any time amend this Plan, freeze this Plan or terminate this Plan and distribute the Participants' Accounts in conformity with the Code. However, no such amendment, freeze or termination shall impair the rights of Participants or their Beneficiaries with respect to any compensation deferred before the date of the amendment, freeze or termination of this Plan except as may be required to maintain the tax status of the Plan under the Code. In the event that the Plan is terminated, amounts deferred under the Plan (and all Plan assets) shall be distributed to all Plan Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan and Participants shall thereafter no longer defer Compensation to the Plan.

12.02 Amendment and Restatement of Previously Adopted Plan. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Board, the amendments contained herein shall be effective as of the Effective Date, and the terms of the preceding plan document shall remain in effect through such date.

ARTICLE XIII. USERRA and HEART ACT COMPLIANCE

An Employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) may defer additional Compensation upon resumption

of employment with the Employer equal to the maximum amount of Compensation that could have been deferred during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the amount of Compensation, if any, actually deferred during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Plan provides death benefits in accordance with Code section 401(a)(31) because all Plan accounts are fully vested and no additional benefits are paid due to death while employed.

ARTICLE XIV. MISTAKEN CONTRIBUTIONS

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Plan Administrator, to the Employer.

ARTICLE XV. OVERPAYMENTS

As allowed by applicable law, in the event any payment is made from the Plan to any individual who is not entitled to such payment, in whole or in part, the Administrator shall have the right to recover the erroneous payment through reasonable means from the individual who received it. Reasonable means may include suspending, withholding payments of, or reducing future payments due to, or on behalf of, such individual by the amount of any such erroneous payment. This right of recovery, however, shall not limit the rights of the Plan to recover such overpayments in any other manner, including, but not limited to, commencing a legal action under State law.

ARTICLE XVI. CLAIMS PROCEDURES

16.01 Appeal Procedures for Denial of Benefits. A Participant or Beneficiary may file with the Board a written claim for benefits if the Participant or Beneficiary receives an Adverse Benefit Determination. An adverse benefit determination can be: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participant's or beneficiary's eligibility to participate in the Plan.

(a) Within 60 days following the receipt of an adverse benefit determination, a claimant must file a written appeal of the adverse benefit determination with the Board. The claimant may submit written comments, documents, records, and other information relating to the claim for benefits with the appeal. Upon request, the

claimant is provided reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits free of charge.

(b) A document, record or other information is considered "relevant" to a claimant's claim if such document, record, or other information:

- Is relied upon in making the benefit determination;
- Is submitted, considered, or generated in making the benefit determination, without regard to whether such document, record, or other information is relied upon in making the benefit determination; or
- Demonstrates compliance with the administrative processes and safeguards required in making the benefit determination.

16.02 Review of Denied Claim. The Board's review of the claim considers all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The Board's determination on review is binding on all parties.

16.03 Notification of Benefit Determination on Review. The Board will provide the claimant with written or electronic notification of the determination within a reasonable period of time, but not later than 60 days after receipt of the claimant's request for review by the Board. The Board may determine that an extension of time for processing the claim is required. If an extension is required, the Board will provide written notice of the extension to the claimant before the end of the initial 60-day period. The extension of the determination on review will not exceed a period of 60 days from the end of the initial period.

The notification of determination on review:

- States the specific reason or reasons for the benefit determination;
- Refers to the specific Plan provisions on which the benefit determination is based; and
- States that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.

Legal action against the Plan may not be commenced more than 365 days after the Board notifies the claimant of the determination on review. Any claim or action by a participant or beneficiary relating to or arising under the Plan can only be brought in a state court in the State of Idaho.

16.04 Deemed Exhaustion of Remedies. If the Board fails to follow these procedures in accordance with applicable law, a claimant is deemed to have exhausted the administrative remedies available under the Plan.

16.05 Authorized Representative of Claimant. The Plan's claims procedures do not preclude an authorized representative of a claimant from acting on behalf of such claimant in pursuing a benefit claim or appeal of an adverse benefit determination. The Board may establish reasonable procedures for determining whether an individual has been authorized to act on behalf of the claimant. Absent direction from the claimant, the Board directs all information and notifications to the representative authorized to act on the claimant's behalf.

ARTICLE XVII. RELATIONSHIP TO OTHER PLANS

This Plan serves in addition to any other retirement, pension or benefit plan or system presently in existence or hereinafter established.

IN WITNESS WHEREOF, the Employer has caused this instrument to be executed by its duly authorized representative effective on this _____ day of _____2026.

Idaho State Board of Education

Name: _____

Signature: _____

Title: _____

ATTACHMENT 1

EXHIBIT A

List of Service Providers[1]

1) Vendors Eligible to Receive Contributions:

   a. Fidelity Investments

   b. TIAA

   c. Corebridge

   d. Nationwide

   e. Ivy

   f. Vanguard

   g. Principal

[1] This List may be modified without a formal amendment to the Plan.

ATTACHMENT 2

IDAHO STATE BOARD OF EDUCATION SECTION 457(b) DEFERRED COMPENSATION PLAN

Effective January 1, 2006
Restated Effective January 1, 2012
Restated Effective August 15, 2013
Restated Effective April 19, 2018
Restated Effective October 28, 2020
Restated Effective January 1, 2026
Amendments adopted _____, 2026

ATTACHMENT 2

IDAHO STATE BOARD OF EDUCATION SECTION 457(b) DEFERRED COMPENSATION PLAN

ARTICLE I. INTRODUCTION

The Idaho State Board of Education, on behalf of the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, North Idaho College and the Office of the State Board of Education hereby restates the Idaho State Board of Education Section 457(b) Deferred Compensation Plan (hereinafter the "Plan").

The Plan is intended to be an eligible deferred compensation plan under section 457 of the Internal Revenue Code of 1986 and a governmental plan within the meaning of Code section 414(d). As a governmental plan, the Employee Retirement Income Security Act of 1974 ("ERISA") does not apply, and the Plan will be interpreted to maintain the Plan's status as an eligible deferred compensation plan and a governmental plan.

The primary purpose of this Plan is to attract and retain qualified personnel by providing them an opportunity to save and invest a portion of their compensation for retirement and permitting them to provide for benefits in the event of their retirement or death. Nothing contained in this Plan shall be deemed to constitute an employment agreement between any Participant and the Employer and nothing contained herein shall be deemed to give any Participant any right to be retained in the employ of the Employer.

ARTICLE II. PLAN ELECTIONS

2.01 Effective Date. This Plan was established by the Board effective January 1, 2006. This restatement is effective January 1, 2026 except as otherwise indicated.

2.02 Unforeseeable Emergency Withdrawals. Withdrawals under Section 8.09 shall be available under this Plan.

2.03 Participant's Election to Receive in-Service Distribution. A Participant may elect to receive an in-service distribution of his account balance as described in Section 8.11 if the total amount payable to a Participant under the Plan does not exceed the dollar amount under section 411(a)(11)(A) of the Code (currently $7,000).

2.04 Distribution without Participant's Consent. Small accounts of certain inactive Participants may not be distributed without the Participant's consent after December 1, 2025.

2.05 Loans.

Loans are not allowed under this Plan.

2.06 Governing Law. This Plan shall be interpreted and administered in accordance with the Code, and where not inconsistent with the Code, or as otherwise provided, construed under the laws of the State of Idaho.

2.07 Invalidation of Certain Provisions. If any provision of the Plan is determined by the Internal Revenue Service or a court of competent jurisdiction to be invalid, that provision will be deemed null and void, but the remaining provisions of the Plan will continue in full force and effect.

ARTICLE III. DEFINITIONS

3.01 Account: The bookkeeping account maintained for each Participant (or Beneficiary) in order to provide appropriate records for the administration of the Plan and show the potential interest of each Participant. An Account shall record:

a) The amount of a Participant's Deferred Compensation;

b) Any income, loss, or expense attributable to the investment of a Participant's Deferred Compensation;

c) Any distributions; and

d) Any fees or expenses charged against a Participant's Account.

3.02 Beneficiary or Beneficiaries: The person or persons designated by the Participant to receive any benefits payable hereunder in the event of the Participant's death. If more than one designated Beneficiary survives the Participant, payments shall be made equally to the surviving Beneficiaries, unless otherwise designated by the Participant in a manner approved by the Board. If no Beneficiary is properly designated or if no designated Beneficiary survives the Participant, then the Beneficiary shall be the surviving Spouse of the Participant, or if none, the Participant's estate. However, a Participant may designate a contingent Beneficiary (or Beneficiaries) who shall become the primary Beneficiary (or Beneficiaries) under this Plan in the event that no primary Beneficiary survives the Participant. In addition to the above, in the event a married Participant designates his or her Spouse as Beneficiary, and that marriage is legally terminated by divorce, then any prior beneficiary designation naming the former Spouse as Beneficiary shall be null and void and it will be as if the former Spouse predeceased the Participant. If the Participant desires to again designate the former Spouse as Beneficiary, the Participant must complete and submit a new beneficiary designation form after the marriage is legally terminated by divorce, listing such former Spouse as Beneficiary.

3.03 Board: The Idaho State Board of Education.

3.04 Code: The Internal Revenue Code of 1986, as amended, and regulations thereunder.

3.05 Compensation. All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election to defer compensation under this Plan.) Effective January 1, 2009, Compensation includes any differential wage payments to an Employee who does not currently perform services for the Employer. A "differential wage payment" is a payment which (a) is made by the Employer with respect to a period during which the Employee is on active duty for a period of more than 30 days, and (b) represents all or a portion of the wages the Employee would have received from the Employer if the Employee were performing service for the Employer, all as defined by Code section 3401(h)(2).

3.06 Deferred Compensation: The sum of the Participant's Employee Contributions and Employer Contributions that do not exceed the Maximum Limitation.

3.07 Deferred Compensation Agreement: An agreement entered into between a Participant and the Employer and any amendments or modifications thereof, which agreement shall allow the Participant to fix the amount of Deferred Compensation; specify the Participant's investment selection with respect to his Deferred Compensation; designate the Participant's Beneficiary or Beneficiaries and incorporate the terms, conditions, and provisions of this Plan by reference. Any such agreement will not apply to Compensation made available prior to the effective date of such agreement and will continue in force unless and until it is modified or revoked in accordance with the Plan and the Board's procedures.

3.08 Employee: An employee who is eligible to participate in the Idaho State Board of Education Optional Retirement Plan.

3.09 Employee Contributions: The elective deferrals made pursuant to the Plan in the amount specified in the Participant's Deferred Compensation Agreement.

3.10 Employer: The employment units under the jurisdiction of the Board, namely:

The Office of the Idaho State Board of Education
Boise State University

Idaho State University
University of Idaho
Lewis-Clark State College
College of Eastern Idaho
College of Southern Idaho
College of Western Idaho
North Idaho College

3.11 Employer Contributions: The contributions, if any, made by an Employer on behalf of a Participant that are not Employee Contributions.

3.12 Fund Sponsor: A bank, insurance company, regulated investment company or other entity that has been designated and approved by the Board to offer Investment Vehicles to Participants. The Board in its sole discretion will select, retain and terminate Fund Sponsors.

3.13 Includible Compensation: An Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of $350,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b) or 457(b) of the Code (including an election to defer Compensation under this Plan).

3.14 Normal Retirement Age: The age that determines the period during which a Participant may utilize the Catch-Up Limitation of Section 6.03 hereunder. A Participant's Normal Retirement Age shall be age 70½, unless the Participant has elected an alternative Normal Retirement Age by written instrument delivered to the Employer prior to Severance from Employment.

A Participant's alternative Normal Retirement Age may not be earlier than the earliest date that the Participant shall become eligible to retire and receive unreduced retirement benefits under the Employer's defined benefit plan or money purchase plan covering that Participant and may not be later than the calendar year in which the Participant attains age 70½. If the Participant will not be eligible to receive benefits under a defined benefit plan or money purchase plan maintained by the Employer, the Participant's Normal Retirement Age may not be earlier than attainment of age 65 and may not be later than the calendar year in which the Participant attains age 70½.

Once a Participant has to any extent utilized the Catch-Up Limitation of Section 6.03, his Normal Retirement Age may not be changed.

3.15 Participant: Any Employee who has enrolled in this Plan pursuant to the requirements of Article IV or who has previously deferred compensation

under this Plan and who has not received a distribution of his or her entire benefit under the Plan.

3.16 PERSI: The Public Employee Retirement System of Idaho.

3.17 Plan Year: The 12-month period commencing each January 1 and ending on the following December 31.

3.18 Severance from Employment: Termination of the Participant's employment relationship with the Employer.

3.19 Service Provider(s): An entity the Board designates to perform administrative services under this Plan. The Board in its sole discretion will select, retain or remove Service Providers. Attached as Exhibit A is the current list of providers, which will be updated from time to time without amendment to the Plan.

3.20 Spouse: The legally married spouse of a Participant.

ARTICLE IV. PARTICIPATION IN THE PLAN

4.01 Participant. An Employee may become a Participant immediately upon the commencement of the Employee's employment or reemployment with the Employer.

An Employee becomes a Participant when he has executed and entered into a Deferred Compensation Agreement with the Employer.

4.02 Enrollment in the Plan. An Employee may become a Participant by entering into a Deferred Compensation Agreement with respect to Compensation that is not yet available in accordance with reasonable administrative procedures established by the Employer.

4.03 Minimum Deferral Amount. At the time of entering into or amending a Deferred Compensation Agreement hereunder, a Participant must agree to defer a minimum periodic amount as specified by the Plan Administrator.

4.04 Change in Amount of Deferred Compensation or Beneficiary. A Participant may not amend or modify an executed Deferred Compensation Agreement to change the amount of Deferred Compensation except with respect to Compensation that is not yet available to the Participant. A Participant may change their Beneficiary at any time by giving written notice to the Service Provider.

4.05 Revocation of Deferred Compensation Agreement. A Participant may revoke his Deferred Compensation Agreement and thereafter be restored to his Compensation, by giving notice to the Employer. The revocation will

apply as soon as administratively feasible for Compensation that is not currently available.

4.06 New Deferred Compensation Agreement Upon Return to Service or After Revocation. An Employee who returns to active service with the Employer after a Severance from Employment, or who has revoked his Deferred Compensation Agreement under Section 4.05, may again become an active Participant by executing a new Deferred Compensation Agreement with the Employer before the Compensation to be deferred is made available to the Participant.

4.07 Leave of Absence; Other Absences. Compensation may continue to be deferred under this Plan with respect to a Participant who is on an approved leave of absence from the Employer with Compensation, and all of the rules of this Article shall apply with respect to making, amending or revoking any Deferred Compensation Agreement for such a Participant.

4.08 Deferrals after Severance from Employment, Including Sick, Vacation, and Back Pay Under an Eligible Plan. A Participant who has not had a Severance from Employment may elect to defer accumulated sick pay, accumulated vacation pay, and back pay under this Plan in accordance with the requirements of Code section 457(b). These amounts may be deferred for any calendar month only if an agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an Employee on the date the amounts would otherwise be paid or made available. Compensation that would otherwise be paid for a payroll period that begins before Severance from Employment is treated as an amount that would otherwise be paid or made available before an Employee has a Severance from Employment. In addition, deferrals may be made for former Employees with respect to compensation described in Treas. Reg. section 1.415(c)-2(e)(3)(ii) (relating to certain compensation paid within 2 1/2 months following Severance from Employment), compensation described in Treas. Reg. section 1.415(c)-2(g)(4) (relating to compensation paid to participants who are permanently and totally disabled), and compensation relating to qualified military service under Code section 414(u).

ARTICLE V. CONTRIBUTIONS

5.01 Elective Deferrals. Subject to the limits described in Article VI, a Participant may enter into a Deferred Compensation Agreement and agree to contribute each pay period Pre-Tax Contributions and/or Roth Contributions to the Plan. Contributions must be in whole percentages or fixed dollar amounts.

The Employer will reduce a Participant's Compensation as elected and transfer the amounts to the applicable Fund Sponsor in accordance with the Employer's payroll practices. In no event will the Employee Contributions be transferred later than 15 business days after being withheld from the Participant's paycheck.

Unless Roth Contributions are expressly elected or unless required by law, the Employer will designate Employee Contributions as Pre-tax Contributions.

At the time the Participant experiences a Severance from Employment, the Participant's election will be automatically invalid.

5.02 Employer Contributions. Effective January 1, 2010, an Employer may make Discretionary Nonelective Contributions to the Plan on behalf of a Participant. The Employer shall clearly designate these as Nonelective Contributions and complete any forms required by the Fund Sponsor or Service Provider. Such Nonelective Contributions may be made as determined by the Employer but will not be made later than the last day of the Plan Year. No Employer is required to make Employer Contributions and such Employer Contributions, if made may be reduced or rescinded at any time.

5.03 Rollover Contributions. Subject to any restrictions imposed by the Service Provider, this Plan will accept a Rollover Contribution from a Code section 401(a) plan, 403(a) plan, a Code section 403(b) plan, a Code section 408 IRA or annuity or a Code section 457(b) eligible deferred compensation plan sponsored by a governmental entity. No after-tax contributions will be allowed. The Plan will accept a Rollover Contribution to a Participant's Roth Contribution Account only as a direct rollover from a Roth account to the extent permitted under the Code.

Rollover Contributions will be held in the Participant's Rollover Contribution Subaccount and Roth Rollover Contributions will be maintained separately.

5.04 Plan-to-Plan Transfers. This Plan shall accept and allow transfers, pursuant to section 457 of the Code, of amounts deferred by a Participant under this Plan or another eligible deferred compensation plan meeting the requirements of section 457(g) of the Code, provided the conditions of this Section 5.04 are met.

(a) Directed by Participant or Beneficiary. A transfer from this Plan to another eligible governmental deferred compensation plan or from another eligible governmental deferred compensation plan to this Plan is permitted only if the transferor plan provides for transfers, the receiving plan provides for the receipt of transfers, the Participant or Beneficiary whose amounts deferred are being transferred shall

have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that Participant or Beneficiary immediately before the transfer, and in the case of a transfer for a Participant, the Participant whose amounts deferred are being transferred has had a Severance from Employment with the transferring employer and is performing services for the employer maintaining the transferee plan. Upon the transfer of all assets from this Plan under this Section 5.04(a), the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary.

(b) Permissive Service Credit Transfers.

Subject to any limitations imposed by a Service Provider, if a Participant is also a participant in PERSI, to the extent allowed by PERSI, the Participant may elect to have any portion of the Participant's Account transferred to PERSI. A transfer under this Section 5.04(b) may be made before the Participant has had a Severance from Employment.

A transfer may be made under Section 5.04(b) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under PERSI or a repayment to PERSI which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

ARTICLE VI. LIMITATIONS ON CONTRIBUTIONS

6.01 Maximum Normal Limitation: The maximum amount of Employee Contributions plus Employer Contributions for any Participant in any Plan Year shall not exceed the lesser of:

(i) the applicable dollar amount as provided in Code section 457(e)(15)(as increased by adjustments); or

(ii) 100% of the Participant's Includible Compensation.

6.02 Age-Based Catch-Up Contributions:

(a) Subject to subparagraphs (b) and (c) below, a Participant who will attain age 50 or more by the end of the calendar year may defer additional amounts up to the dollar limit on Catch-up Contributions under Code Section 414(v)(2)(B)(i) subject to cost of living increases under Code section 414(v)(2)(C) for the taxable year.

(b) Effective January 1, 2026, subject to subparagraph (c) below, and as administratively feasible for each Employer, a Participant who will

attain age 60 but not age 64 by the end of the calendar year may contribute additional amounts up to the dollar amount in Code section 414(v)(2)(E) (as adjusted).

(c) Effective January 1, 2026, for any Participant whose wages (as defined in Code section 3121(a)) from the Employer for the preceding calendar year exceeds the amounts provided in Code section 414(v)(7)(A)(as adjusted), the additional amounts as stated in subsection (a) above must be Roth Contributions.

In no case may the deferred amount be more than the Participant's Compensation for the year.

6.03 Three Year Catch-Up:

For each one of the last three (3) taxable years of a Participant ending before the Participant's attainment of Normal Retirement Age and the amount calculated below exceeds the amount computed under Sections 6.01 and 6.02, the maximum amount deferred for each such year shall be the lesser of:

(1) twice the Section 6.01 applicable dollar amount (as described above) for such year; or

(2) the sum of

(A) An amount equal to (i) the Maximum Normal Limitation for the current year plus each prior calendar year beginning after December 31, 2001 during which the Participant was an Employee under the Plan, minus (ii) the aggregate Compensation that the Participant deferred under this Plan during such years, plus,

(B) An amount equal to (i) the aggregate limit referred to in section 457(b)(2) of the Code for each prior calendar year beginning after December 31, 1978 and before January 1, 2002 during which the Participant was an Employee (determined without regard to this section or 6.04), minus (ii) the aggregate contributions to Pre-2002 Coordination Plans for such years.

A Participant may utilize the Three Year Catch-Up limitation only if the Participant has not previously utilized it with respect to a different Normal Retirement Age under this Plan or any other plan. In no case may the deferred amount be more than the Participant's Compensation for the year.

6.04 Special Rules. For purposes of Article 6, the following rules shall apply:

(a) Participant Covered by More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of section 457(b) of the Code, then this Plan and all such other plans shall be considered as one plan for purposes of applying the limitations of this Article 6. For this purpose, the Plan Administrator shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Plan Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.

(b) Pre-Participation Years. In applying the limitations of 6.03, a year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) Compensation deferred, if any, under the Plan during the year was subject to the Maximum Normal Limitation described in Section 6.01 or any other plan ceiling required by section 457(b) of the Code.

(c) Pre-2002 Coordination Years. For purposes of Section 6.03(2)(B), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code section 457(b) plan, or a salary reduction or elective contribution under any Code section 401(k) qualified cash or deferred arrangement, Code section 402(h)(1)(B) simplified employee pension (SARSEP), Code section 403(b) annuity contract, and Code section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in section 501(c)(18) of the Code, including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 6.03(2)(B) to the extent that the total of such contributions does not exceed the aggregate limit referred to in section 457(b)(2) of the Code for that year.

(d) Disregard Excess Deferral. For purposes of Sections 6.1, 6.2 and 6.3, an individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent excess deferrals under the plan are distributed, as described in Section 6.07. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an excess deferral for those prior years.

6.05 Coordination of Catch-Up Contributions: A Participant may not utilize both the Three-Year Catch-Up in Section 6.03 and the Age-Based Catch-Up in

Section 6.02 in the same year. The Age-Based Catch-Up shall not apply for any taxable year for which a higher Catch-Up Limitation applies.

6.06 Excess Deferrals: Any amount deferred in excess of the limitations above, or if the Participant's contributions for a year exceeds the limits if combined with amounts deferred for another Code section 457(b) Plan for which the Participant provides information that is accepted by the Administrator, it will be distributed along with applicable earnings to the Participant no later than the April 15 following the calendar year in which the excess deferrals were made. To the extent the Participant made both Pre-Tax and Roth Contributions, the excess amounts will be distributed from the Roth Contribution account first unless the Participant elects otherwise.

ARTICLE VII. INVESTMENT OF DEFERRED COMPENSATION

7.01 Plan Investments. The amount of Compensation deferred by and on behalf of each Participant shall be transferred to the Fund Sponsor(s) to be held, managed, invested and distributed as provided herein and pursuant to the Investment Vehicles.

7.02 Participant-Directed. Participants and Beneficiaries may direct the investment of the amounts held in their Accounts or otherwise credited for their benefit under the Plan among the Investment Vehicles selected by the Board. The issuer, trustee, or custodian shall accept such allocation instructions directly from Participants and Beneficiaries, subject to any filing requirements provided by the Plan Administrator. Participants and Beneficiaries may change their investments as often as allowed by the Board's procedures, subject to the terms of the Investment Vehicles.

7.03 Default Investment. If a Participant or Beneficiary does not validly select an investment, amounts held in their Accounts will be invested in the default Investment Vehicle selected by the Board in its sole discretion.

7.04 Exclusive Benefit. Notwithstanding any provision of the Plan to the contrary, all amounts held under the Plan, including amounts deferred and earnings or other accumulations attributable thereto, shall be held in trust for the exclusive benefit of Plan Participants and Beneficiaries pursuant to Code section 457(g). No part of the trust fund may be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries. The trust shall be exempt from tax in accordance with Code sections 457(g)(2) and 501(a).

For purposes of this section, the terms Participant and Beneficiary shall also include contingent beneficiaries and/or spouses, former spouses, or children of Participants for whose benefit amounts are being held under the Plan pursuant to the terms of a domestic relations order which has been recognized under the terms of the Plan.

Any discretionary authority reserved to the Board (or to any administrator or administrative committee) under the Plan or under any investment held under the Plan, to the extent the exercise thereof would otherwise be inconsistent with this section, shall be exercised for the exclusive benefit of Plan Participants and Beneficiaries. No amounts from the Plan shall be paid to any creditor of the Board or Employer, and no Fund Sponsor shall have no duty to inquire into the validity of any request by the Employer or by an administrator or administrative committee for distribution of amounts for the benefit of a Participant or a Beneficiary under the Plan.

7.05 Benefits Equal Participant's Account Value. The benefits paid to a Participant or Beneficiary pursuant to Article VII of this Plan shall be based upon the value of the Participant's Account. In no event shall the Board or Employer have any liability to pay benefits under this Plan, and the Board or Employer shall not be liable for losses arising from depreciation or other decline in the value of any investments acquired under this Plan.

7.06 Periodic Reports. Each Participant shall receive periodic reports, not less frequently than annually, showing the then-current value of his Account.

7.07 Board-Directed Accounts. Notwithstanding any provision of the Plan to the contrary, the Board shall direct the issuer, trustee or custodian with respect to the investment of any contributions that are forwarded to the issuer, trustee or custodian prior to the date on which the Participant or Beneficiary completes the necessary paperwork with the issuer, trustee or custodian (or takes such other action or actions as may be necessary) to direct the investment of such amounts. Such direction shall be communicated to the issuer, trustee or custodian by means of a separate written agreement between the Board and issuer, trustee or custodian, which agreement shall include a default investment option and a default beneficiary designation. This direction shall be effective only until such time as the Participant or Beneficiary exercises his right to direct the investment of such amounts and to designate a Beneficiary in accordance with the terms of the Plan.

7.08 Revenue Sharing Account. The Plan shall record in an unallocated Plan account any amounts paid to the Plan by Service Providers, and shall invest such unallocated account as directed by the Board or its delegate. As of the last day of each Plan Year, all assets remaining in the unallocated account shall be allocated among the Plan Accounts of Participants who have Accounts on the last day of the Plan Year. The allocation shall be made in proportion to the value of each Participant's Account invested in Plan investments that generate revenue sharing, determined according to the Service Providers' records as of the last day of the Plan Year.

ARTICLE VIII. BENEFITS

8.01 Distribution of Benefits. Except as otherwise provided in this Article, a Participant's Account shall not become distributable until the earlier of: (i) a Participant's attainment of age 70-1/2; or (ii) Severance from Employment. Distributions shall be made in accordance with one of the payment options described in Section 8.03.

8.02 Rollover Contributions. If a Participant makes rollover contributions to the Plan, those may be distributed at any time upon election by the Participant.

8.03 Payment Options. Upon retirement or other Severance from Employment (other than due to death) a Participant (or a Beneficiary as provided in Section 8.06) may elect to have the value of the Participant's Account distributed in accordance with one of the following payment options provided that such option is available under the Investment Vehicle and consistent with the limitations set forth in Section 8.04:

(a) life annuity;

(b) life annuity with 60, 120, or 180 monthly payments guaranteed;

(c) unit refund life annuity;

(d) joint and last survivor annuity (spouse only);

(e) lump sum;

(f) term certain annuity with 36, 48, 60, 72, 84, 96, 108, 120, 132, 144, 156, 168 or 180 monthly payments guaranteed;

(g) withdrawals for a specified number of years;

(h) withdrawals of a specified amount; or

(i) any other method of payment agreed upon between Participant and Board and accepted by the Investment Vehicle or Service Provider.

If a Participant fails to elect a payment option, any required payments shall be made under a payment option designated by the Board.

Notwithstanding the options above, any option that involves a life contingency (or a joint life contingency) shall only be available under an Investment Vehicle that offers annuities.

8.04 Death Benefits. If a Participant dies before his or her Account has begun to be distributed, the Account will be payable to the Participant's Beneficiary(ies) subject to the forms of benefit offered by the Investment

Funds and subject to the requirements of Code section 401(a)(9) and applicable Regulations.

8.05 Required Minimum Distributions.

No payment option may be selected by the Participant (or a Beneficiary) unless it satisfies the requirements of Code section 401(a)(9) (including the incidental death benefit requirements of Code section 401(a)(9)(G) and applicable Treasury Regulations, all as applicable to governmental plans.

The requirements of this section shall take precedence over any inconsistent provisions of the Plan.

All distributions shall begin not later than the Participant's Required Beginning Date, which is the April 1 of the calendar year following the later of: (i) the calendar year in which the Participant reaches the applicable age as stated in Code section 401(a)(9)(C)(V); or (ii) the calendar year in which the Participant experiences a Severance from Employment with the Employer.

Subject to each Investment Vehicle's procedures, if a Participant has not taken a distribution as required by Code section 401(a)(9) by the Participant's Required Beginning Date, the Participant shall automatically receive a distribution in the amount required to comply with the Code and applicable Regulations.

Effective January 1, 2024, the required distribution rules will not apply to a Participant's Roth Contributions, including any Roth Rollover Contributions.

8.06 Post-Retirement Death Benefits. Should a Participant die after beginning to receive benefits under a payment option, any remaining portion of the Participant's Account will be distributed to the Participant's Beneficiary. Payment to the Participant's Beneficiary must comply with section 401(a)(9) of the Code, and with any additional Code limitations applicable to the Plan.

In no event shall the Plan be liable for any payments made in the name of the Participant or a Beneficiary before the Employer or its agent receives proof of the death of the Participant or Beneficiary.

8.07 Pre-Retirement Death Benefits. Should a Participant die before beginning to receive benefits, the following distributions rules will apply:

a) Beneficiary. If the Account is payable to a Beneficiary that is not a Designated Beneficiary or Eligible Designated Beneficiary, the Participant's entire account will be paid no later than the December 31 of the calendar year that includes the 5th anniversary of the Participant's death.

b) Designated Beneficiary. If the Account is payable to a Designated Beneficiary, as defined in Code section 401(a)(9)(e)(i), that is not an Eligible Designated Beneficiary, the Participant's entire account will be paid no later than the December 31 of the calendar year that includes the 10th anniversary of the Participant's death.

c) Eligible Designated Beneficiary. If the Account is payable to an Eligible Designated Beneficiary as defined in Code section 401(a)(9)(e)(ii), the Participant's entire account will be paid, by one of the two following periods as elected by the Eligible Designated Beneficiary's election: (i) December 31 of the calendar year that includes the 10th anniversary of the Participant's death, or (ii) commencing by the December 31 of the calendar year following the calendar year in which the Participant died and payable over a period not exceeding the life expectancy of the Eligible Designated Beneficiary.

If there is no election made, the benefit will be payable as stated in subsection (c)(i).

d) Surviving Spouse. If the Eligible Designated Beneficiary is the Participant's surviving spouse, the spouse may further elect to postpone distributions under section (c)(ii) above until the December 31 of the calendar year in which the Participant attained his or her applicable age as defined in Code section 401(a)(9)(C)(v).

e) Death or Majority of Eligible Designated Beneficiary. If an Eligible Designated Beneficiary dies or attains age 21 (if a minor child) before the Account is fully paid, the remaining Account will be paid no later than the December 31 of the calendar year that includes the 10th anniversary of the Eligible Designated Beneficiary's death, or the calendar year in which the minor child attains age 31.

8.08 2020 Required Minimum Distributions. Notwithstanding any provision of this Article 8, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2020 but for the enactment of Code section 401(a)(9)(I) ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), will receive those distributions for 2020 unless the Participant or beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving distributions described in the preceding

sentence. In addition, solely for purposes of applying the direct rollover provisions of the Plan, distributions elected in accordance with the preceding sentence will be treated as eligible rollover distributions.

There shall be no new annuity starting date upon recommencement of required minimum distributions if suspended in accordance with this provision.

8.09 Unforeseeable Emergency Withdrawals. In the event of an Unforeseeable Emergency before the Participant has a Severance from Employment, a Participant may apply to the Service Provider to receive that part of the value of his Account that is reasonably necessary to satisfy the emergency need (including any amounts that may be necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution.) If such application for withdrawal is approved by the Service Provider, the Service Provider shall direct the issuer, trustee or custodian to pay the Participant such value as the Service Provider deems necessary to meet the emergency need.

An Unforeseeable Emergency is a severe financial hardship of the Participant resulting from:

- an illness or accident of the Participant, the Participant's spouse, or the Participant's dependent (as defined in Code section 152, without regard to Code section 152(b)(1), (b)(2), and (d)(1)(B));

- loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or

- other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined in Code section 152 without regard to Code section 152(b)(1), (b)(2), and (d)(1)(B)) may also constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 8.07, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

A distribution on account of an unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through

reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of Employee Contributions under the Plan.

8.10 Transitional Rule for Annuity Payment Option Elections. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Board and if a Participant or Beneficiary has commenced receiving benefits under an annuity payment option, that annuity payment option shall remain in effect notwithstanding any other provision of this Plan, provided it complies with Code section 401(a)(9) and related Treasury Regulations.

8.11 Participant's Election to Receive In-Service Distribution. A Participant may elect to receive an in-service distribution of the total amount payable to him under the Plan if:

(a) such amount does not exceed the dollar amount under section 411(a)(11)(A) of the Code,

(b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and

(c) there has been no prior distribution under the Plan to the Participant under this Section 8.09 or under Section 8.10.

8.12 Distribution During Military Service. A Participant who is performing service in the uniformed services described in Code section 3401(h)(2)(A) for a period of 30 or more days is treated as severed from Employment during the period of uniformed service for purposes of requesting a distribution from his or her Plan Account attributable to Employee Contributions provided, however, that a Participant who receives a distribution pursuant to this section may not make Employee Contributions to the Plan during the six-month period beginning on the date of distributions.

8.13 Coronavirus Related Distributions. To the extent allowed by the Service Provider, effective March 27, 2020 through December 31, 2020, an eligible Participant (as defined below) may elect to receive one or more distributions of any portion of the vested value of his Account not to exceed $100,000.

(a) Eligibility. A Participant is eligible for a Coronavirus Related Distribution under this Section 8.14 if he certifies that he satisfies one of the following criteria:

(1) the Participant, the Participant's spouse or the Participant's dependent (as defined in Code section 152 without regard to Code section 152(d)(1)(B)) was diagnosed with the virus

SARS-CoV 2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention;

(2) the Participant, the Participant's spouse or a member of the Participant's household experienced adverse financial consequences as a result of:

(A) being quarantined, furloughed, laid off or having his or her work hours reduced due to such virus or disease;

(B) being unable to work due to lack of child care due to such virus or disease;

(C) closing or reducing hours of a business owned or operated by the Participant, the Participant's Spouse, or a member of the Participant's household;

(D) experiencing a reduction in pay, rescinded job offer or delayed start date for a job because of COVID-19; or

(E) meeting such other factors as may be issued in Treasury guidance.

For purposes of this Section 8.14(a), a member of a Participant's household is defined as an individual who shares the Participant's principal residence.

(b) Repayment. A Participant is permitted, but is not required, to repay his Coronavirus Related Distribution(s) to the Plan in full or in part within three years of the date of the distribution in accordance with procedures established by the Board and Service Provider. Any repayment made to the Plan shall not exceed the aggregate amount of the Participant's Coronavirus Related Distribution(s) and will be treated as an eligible rollover contribution.

ARTICLE IX. VESTING

Participants are 100% vested in their Accounts at all times.

ARTICLE X. NON-ASSIGNABILITY

10.01 In General. Except as provided in Section 10.02, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder or any

interest under the Plan, which payments and interests are expressly declared to be non-assignable and non-transferable.

10.02 Domestic Relations Orders.

(a) Allowance of Transfers: Notwithstanding Section 10.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to a State domestic relations law and issued by a state, tribal court or other similar authority ("domestic relations order"), then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Service Provider(s) shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Where necessary to carry out the terms of such an order, a separate Account may be established with respect to the spouse, former spouse, or child who shall be entitled to make investment selections with respect thereto in the same manner as the Participant.

(b) Release from Liability to Participant: The Plan's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to a spouse, former spouse, child, or other dependent pursuant to paragraph (a) of this section. No such transfer shall be effectuated unless the Employer or Service Provider has been provided with satisfactory evidence that the Board, Employer and the Service Provider are released from any further claim by the Participant with respect to such amounts. The Participant shall be deemed to have released the Board, Employer and the Service Provider from any claim with respect to such amounts, in any case in which (i) the Board, Employer or Service Provider has been served with legal process or otherwise joined in a proceeding relating to such transfer, (ii) the Participant has been notified of the pendency of such proceeding in the manner prescribed by the law of the jurisdiction in which the proceeding is pending by service of process in such action or by mail from the Board, Employer or Service Provider to the Participant's last known mailing address, and (iii) the Participant fails to obtain an order of the court in the proceeding relieving the Employer or Service Provider from the obligation to comply with the judgment, decree, or order. The Participant shall also be deemed to have released the Board, Employer or Service Provider if the Participant has consented to the transfer pursuant to the terms of a property settlement agreement

and/or a final judgment, decree, or order as described in paragraph (a).

(c) Participation in Legal Proceedings: The Board, Employer and the Service Provider shall not be obligated to defend against or seek to have set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Board, Employer or Service Provider to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Board, Employer and Service Provider shall be authorized to the extent permitted by applicable laws to disclose information relating to the Participant's Account to the Participant's spouse, former spouse, or child (including the legal representatives of the spouse, former spouse, or child), or to a court.

ARTICLE XI. ADMINISTRATION

11.01 Plan Administrator. The Board, located at 650 W. State Street, Boise, Idaho 83720, has designated its Executive Director as responsible for administering the Plan (the "Plan Administrator"). The Plan Administrator shall have full power to adopt, amend, and revoke such rules and regulations consistent with and as may be necessary to implement, operate and maintain this Plan, to enter into contracts on behalf of the Employers under this Plan, and to make discretionary decisions affecting the rights or benefits of Participants.

The Board has designated to the Employers the responsibility for enrolling Participants, entering into Deferred Compensation Agreements with Participants, sending Plan contributions for each Participant to the Investment Vehicles selected by a Participant, and for performing other duties required for the operation of the Plan as delegated by the Board to the Employers.

11.02 Employee with Administrative Responsibilities. Any Employee who is charged with administrative responsibilities hereunder may participate in the Plan under the same terms and conditions as apply to other Employees. However, he shall not have the power to participate in any discretionary action taken with respect to his participation under the Plan.

11.03 Administrative Services. Notwithstanding the delegation to the Employers stated in Section 12.1, the Board may enter into one or more agreement(s) with Service Provider(s) to provide administrative services under this Plan

for the convenience of the Employers, including, but not limited to, the enrollment of Employees as Participants, the maintenance of Accounts and other records, the making of periodic reports to Participants, and the disbursement of benefits to Participants. The Board at its sole discretion may also retain other professionals to provide professional advice with regard to the Plan.

11.04 Administrative Expenses. Reasonable expenses incurred in the proper administration of the Plan may be paid from the Trust Fund. At its discretion, the Plan Administrator may charge reasonable Plan administrative expenses to the Accounts of Participants on a pro rata basis, or another reasonable basis as determined by the Plan Administrator.

11.05 Tax Treatment. It is intended that contributions properly made to the Plan along with applicable earnings will be excludable from a Participant's gross income for purposes of federal and state taxes until distributed to the Participant or a Beneficiary. For Roth Contributions and related earnings, those are intended to be excluded from gross income to the extent they are considered to be Qualified Distributions in accordance with Code section 402A(d). Neither the Board nor any Employer guarantees specific tax treatment of any Contribution or earnings for any Participant or Beneficiary.

ARTICLE XII. AMENDMENT OR TERMINATION OF PLAN

12.01 Amendment or Termination. The Board may at any time amend this Plan, freeze this Plan or terminate this Plan and distribute the Participants' Accounts in conformity with the Code. However, no such amendment, freeze or termination shall impair the rights of Participants or their Beneficiaries with respect to any compensation deferred before the date of the amendment, freeze or termination of this Plan except as may be required to maintain the tax status of the Plan under the Code. In the event that the Plan is terminated, amounts deferred under the Plan (and all Plan assets) shall be distributed to all Plan Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan and Participants shall thereafter no longer defer Compensation to the Plan.

12.02 Amendment and Restatement of Previously Adopted Plan. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Board, the amendments contained herein shall be effective as of the Effective Date, and the terms of the preceding plan document shall remain in effect through such date.

ARTICLE XIII. USERRA and HEART ACT COMPLIANCE

An Employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) may defer additional Compensation upon resumption

of employment with the Employer equal to the maximum amount of Compensation that could have been deferred during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the amount of Compensation, if any, actually deferred during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Plan provides death benefits in accordance with Code section 401(a)(31) because all Plan accounts are fully vested and no additional benefits are paid due to death while employed.

ARTICLE XIV. MISTAKEN CONTRIBUTIONS

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Plan Administrator, to the Employer.

ARTICLE XV. OVERPAYMENTS

As allowed by applicable law, in the event any payment is made from the Plan to any individual who is not entitled to such payment, in whole or in part, the Administrator shall have the right to recover the erroneous payment through reasonable means from the individual who received it. Reasonable means may include suspending, withholding payments of, or reducing future payments due to, or on behalf of, such individual by the amount of any such erroneous payment. This right of recovery, however, shall not limit the rights of the Plan to recover such overpayments in any other manner, including, but not limited to, commencing a legal action under State law.

ARTICLE XVI. CLAIMS PROCEDURES

16.01 Appeal Procedures for Denial of Benefits. A Participant or Beneficiary may file with the Board a written claim for benefits if the Participant or Beneficiary receives an Adverse Benefit Determination. An adverse benefit determination can be: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participant's or beneficiary's eligibility to participate in the Plan.

(a) Within 60 days following the receipt of an adverse benefit determination, a claimant must file a written appeal of the adverse benefit determination with the Board. The claimant may submit written comments, documents, records, and other information relating to the claim for benefits with the appeal. Upon request, the

claimant is provided reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits free of charge.

(b) A document, record or other information is considered "relevant" to a claimant's claim if such document, record, or other information:

- Is relied upon in making the benefit determination;
- Is submitted, considered, or generated in making the benefit determination, without regard to whether such document, record, or other information is relied upon in making the benefit determination; or
- Demonstrates compliance with the administrative processes and safeguards required in making the benefit determination.

16.02 Review of Denied Claim. The Board's review of the claim considers all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The Board's determination on review is binding on all parties.

16.03 Notification of Benefit Determination on Review. The Board will provide the claimant with written or electronic notification of the determination within a reasonable period of time, but not later than 60 days after receipt of the claimant's request for review by the Board. The Board may determine that an extension of time for processing the claim is required. If an extension is required, the Board will provide written notice of the extension to the claimant before the end of the initial 60-day period. The extension of the determination on review will not exceed a period of 60 days from the end of the initial period.

The notification of determination on review:

- States the specific reason or reasons for the benefit determination;
- Refers to the specific Plan provisions on which the benefit determination is based; and
- States that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.

Legal action against the Plan may not be commenced more than 365 days after the Board notifies the claimant of the determination on review. Any claim or action by a participant or beneficiary relating to or arising under the Plan can only be brought in a state court in the State of Idaho.

16.04 Deemed Exhaustion of Remedies. If the Board fails to follow these procedures in accordance with applicable law, a claimant is deemed to have exhausted the administrative remedies available under the Plan.

16.05 Authorized Representative of Claimant. The Plan's claims procedures do not preclude an authorized representative of a claimant from acting on behalf of such claimant in pursuing a benefit claim or appeal of an adverse benefit determination. The Board may establish reasonable procedures for determining whether an individual has been authorized to act on behalf of the claimant. Absent direction from the claimant, the Board directs all information and notifications to the representative authorized to act on the claimant's behalf.

ARTICLE XVII. RELATIONSHIP TO OTHER PLANS

This Plan serves in addition to any other retirement, pension or benefit plan or system presently in existence or hereinafter established.

IN WITNESS WHEREOF, the Employer has caused this instrument to be executed by its duly authorized representative effective on this _____ day of _____2026.

Idaho State Board of Education

Name: _____

Signature: _____

Title: _____

ATTACHMENT 2

EXHIBIT A

List of Service Providers[1]

1) Vendors Eligible to Receive Contributions:

   a. Fidelity Investments

   b. TIAA

   c. Corebridge

   d. Nationwide

   e. Ivy

   f. Vanguard

   g. Principal

[1] This List may be modified without a formal amendment to the Plan.

SUBJECT

Boise State University– Lease Agreement with Westmark Credit Union

REFERENCE

February 18, 2026 – Board approval of Sponsorship and Naming Rights Agreement

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Policy V.I.

BACKGROUND/DISCUSSION

The University entered into a sponsorship and naming rights agreement with Westmark Credit Union for certain naming rights to the Student Union Building at Boise State University and additional related sponsors rights. As part of that Agreement, Boise State and Westmark agreed to lease space in the Student Union Building for a Westmark micro-branch at the Student Union Building during the term of the Sponsorship Agreement.

The term of this agreement is for a period of ten years with the right to extend the term for an additional five years in the event the underlying Sponsorship Agreement is renewed and there is no default existing under either the Lease or Sponsorship Agreement. The Lease Agreement by its terms is terminated in the event the underlying Sponsorship Agreement is terminated. The lease involves a space of approximately 882 square feet at a rate of $30 per square feet, with corresponding rights to common areas and the majority of utilities to be provided by Boise State and included in the lease rate. Westmark will fund and construct certain tenant improvements, subject to certain approval rights and standard requirements.

IMPACT

This partnership will help to advance University initiatives that improve the student experience and advance Idaho-forward initiatives. In connection with the overall partnership, Westmark will contribute over $8,000,000 in the ten-year term to the University. In addition, the total rent over the Initial Term is approximately $3,175,200 in revenue to the University, with an additional amount of $1,587,600 if the renewal option is exercised.

ATTACHMENTS

Attachment 1 – Proposed Lease Agreement for Student Union Building

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed Boise State University's (BSU) request to enter into a lease agreement with Westmark Credit Union for space within the Student Union Building.

The lease is associated with the Board approved sponsorship and naming rights agreement at its meeting in February 2026 which provides for the establishment of

a Westmark micro-branch within the BSU Student Union Building. The proposed lease includes approximately 882 sq. ft. of space with a ten (10) year initial term and a five (5) year renewal option**,** subject to renewal of the underlying sponsorship agreement. The agreement is expected to generate approximately $3.17M in lease revenue during the initial term**.**

This partnership is intended to expand services available to students and visitors while also strengthening BSU's broader sponsorship relationship with Westmark Credit Union and providing an additional source of revenue for the institution.

Board staff recommends approval.

BOARD ACTION

I move to authorize Boise State University to enter into the Lease Agreement with Westmark Credit Union substantially in conformance with the Agreement attached hereto and authorize the President, Chief Financial Officer, or designee to execute the same and to take such further action as necessary to effectuate the same.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

LEASE AGREEMENT

This Lease Agreement (the "**Lease**") is dated effective as of May 1, 2026 ("**Effective Date**") by and between BOISE STATE UNIVERSITY, a public higher education institution in the State of Idaho, whose business address is 1910 University Drive, Boise, Idaho 83725-1200 (the "**Landlord**"), and WESTMARK CREDIT UNION, an Idaho nonprofit corporation, whose business address is 2520 Channing Way, Idaho Falls, ID 83404 ("**Tenant**") Landlord and Tenant are each, a "**Party**", and collectively, the "**Parties,**" and the term "**Affiliates"** shall mean agents, contractors, employees, invitees, licensees, and/or assignees, as the context requires, for Landlord and/or Tenant.

1 Lease Agreement.

As of the Effective Date, Landlord and Tenant hereby agree to this Lease subject to the terms and conditions provided herein. Additionally, Landlord and Tenant have entered into that that certain Naming Right and Academic Sponsorship Agreement made between Landlord and Tenant, dated effective as of [_____], 2026 ("**Sponsorship Agreement**").

2 Leased Premises.

2.1 **Description of Leased Premises**. Landlord does hereby demise, lease, and let unto Tenant, and Tenant does hereby take and receive from Landlord that certain floor area containing 882 rentable square feet, as measured by Landlord, as depicted on **Exhibit D** attached hereto ("**Leased Premises**"), in the Student Union Building located on the main campus of Boise State University, located at 1700 W University Dr., Boise, Idaho 83725 ("**Building**") on the real property legally described in **Exhibit A** attached hereto ("**Property**").

2.2 **Common Areas**. In connection with renting and leasing the Leased Premises, Tenant shall have the non-exclusive right to use the Common Areas subject to the terms of this Lease. "**Common Areas**" shall mean all hallways, corridors, foyers, restrooms, porches, entryways, doorways, walkways, driveways, landscaped areas, parking areas and other elements of the Property which are for the joint use of the Landlord and any other occupants of the Building and their respective customers, employees, and invitees, including, without limitation, parking, access roads, driveways, retaining walls, landscaped areas, elevators, serviceways, loading docks, pedestrian walks; courtyards, stairs, ramps, and sidewalks; common corridors, rooms and restrooms; air-conditioning, fan, and all other areas within the Building which are not specified for exclusive use or occupancy by Landlord or any other tenant or occupant (whether or not they are leased or occupied).

2.3 **Limitation**. The Leased Premises do not include, and Landlord reserves, the interior walls and ceiling, the exterior walls and roof of the Leased Premises, the land and other area beneath the floor of the Leased Premises, the pipes, ducts, conduits, wires, fixtures and equipment above the ceiling of the Leased Premises, and the structural elements that serve the Leased Premises or comprise the Building. Landlord's reservation includes the right to install,

inspect, maintain, use, repair, alter, and replace the foregoing areas and items located therein and to enter the Leased Premises at any and all times in order to do so.

3 **Term.**

3.1 Commencement Date; Term. The Term of this Lease and Tenant's obligation to pay Monthly Rent hereunder shall begin on the Commencement Date and shall continue for the Term of the Lease. The commencement date ("**Commencement Date**") shall be the first to occur of the following dates: (a) January 1, 2027; (b) the date Tenant takes possession of the Leased Premises and conducts business therein; or (c) the date which Tenant's Work as outlined in **Exhibit B** is Substantially Complete as defined therein. The initial term shall be 10 consecutive years commencing on the Effective Date, excluding any Renewal Terms ("**Initial Term**"). The "**Term**" shall collectively include the Initial Term and the Renewal Term described in Section 3.2 below.

3.2 Renewal. Terms. Subject to satisfaction of all of the Renewal Conditions, Tenant shall have one (1) consecutive option (a "**Renewal Option**") to extend the Initial Term of this Lease for an additional period of five (5) years (the "**Renewal Term**"). In order for a Renewal Term to be effective, the Renewal Conditions must be fully satisfied in the Landlord's sole discretion both at the time the option is exercised and at the time of the commencement of the Renewal Term, and the Sponsorship Agreement shall have been renewed by the Parties to extend its Initial Term as contemplated therein. The term "**Renewal Conditions**" means that, as a condition to Tenant exercising each Renewal Option: (i) Tenant shall have timely given Landlord a Renewal Notice in accordance with this Section; and (ii) on the date the applicable Renewal Option is exercised, and at the commencement of the Renewal Term, as applicable, no Event of Default shall have occurred and be continuing under this Lease or the Sponsorship Agreement and the Sponsorship Agreement has not been terminated by either Party.

(a) The Renewal Option shall be exercisable by written notice (the "**Renewal Notice**") to Landlord given not later than one hundred eighty (180) days prior to the expiration of the Initial Term. Time is of the essence as to the giving of the Renewal Notice. If Tenant does not timely exercise the Renewal Option in accordance with the terms hereof, such Renewal Option shall automatically terminate, and the Initial Term shall expire as of the expiration of the Initial Term.

(b) The Renewal Term shall constitute an extension of the Initial Term and shall be upon all of the same terms and conditions as the Initial Term, except that: (i) Landlord shall not be required to furnish any materials or perform any work to prepare the Leased Premises for Tenant's continued occupancy during a Renewal Term (nor shall Landlord be required to reimburse Tenant for any Alterations made or to be made by Tenant during or in preparation for an Renewal Term); (ii) the Monthly Rent for the Renewal Term shall be payable at the rate specified in Section 4 subject to all Rent Escalations as provided therein; and (iii) there shall be no option to extend the Term of this Lease beyond the Renewal Term.

3.3 Tenant's Certificate. Tenant shall, from time to time, within ten (10) days after receipt of Landlord's written request, execute and deliver to Landlord a written certificate in recordable form: (a) ratifying this Lease; (b) setting forth the Commencement Date and termination date hereof; (c) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented, or amended (except by such writings as shall be stated); (d) stating that all conditions under this Lease to be performed by Landlord have been satisfied (or stating which conditions remain unsatisfied); (e) stating that there are no defenses or offsets against the enforcement of this Lease by Landlord (or stating those claimed by Tenant); (f) verifying the amount of advance Rent, if any, paid by Tenant; (g) stating the date through which Rent has been paid; and (h) setting forth such other information as Landlord may reasonably request. Landlord and any purchasers of all or a portion of the Building shall be entitled to rely upon such certificate. The form of this certificate is as attached hereto in **Exhibit E**.

4 Rent.

All sums owing by Tenant to Landlord or to any third party under this Lease shall constitute Rent. "**Rent**" includes Monthly Rent and Additional Rent.

4.1 **Monthly Rent**. Monthly rent shall be $30.00 per year per rentable square foot of Leased Premises ("**Monthly Rent**"), which shall commence on the Commencement Date and shall be increased on each anniversary of the Commencement Date by an annual amount of three percent (3.00%), as previously adjusted ("**Rent Escalations**"). Tenant agrees to pay to Landlord at Landlord's Notice Address, without prior demand therefor and without any deduction or offset whatsoever, the Monthly Rent set forth herein. Monthly Rent is due in advance on the first day of each calendar month during the Term of this Lease, starting on the Commencement Date. Monthly Rent for any partial month shall be prorated on a per diem basis. At its option, Tenant may elect to pay this amount annually on the Commencement Date and each anniversary thereof.

4.2 **Additional Rent**. In addition to paying Monthly Rent, Tenant shall pay any and all Additional Rent owed under this Lease. The term "**Additional Rent**" shall mean all sums other than Monthly Rent payable by Tenant to Landlord under this Lease, including late fees, interest, and any and all other amounts due under this Lease, including any and all other sums that may become due by reason of any default of Tenant or failure to timely comply with the agreements, terms, covenants, and conditions of this Lease to be performed by Tenant. The obligation to pay such Additional Rent shall survive the expiration or earlier termination of this Lease.

4.3 **Reserved.**

5 Tenant Improvements.

5.1 **Obligations of the Parties**. At Tenant's sole cost, Tenant shall construct the complete Tenant's Work in strict accordance with **Exhibit B** attached hereto.

5.2 **Changes to Building**. Landlord reserves the right to at any time: (a) make changes, alterations, or additions to the Building; (b) lease additional space in the Building; and

(c) change or withdraw areas from the Common Areas; provided such changes, alterations, additions, leases, or withdrawals do not, upon completion, materially interfere with Tenant's business operations or Tenant's right to quiet enjoyment of the Leased Premises or materially diminish Tenant's parking rights hereunder. Tenant shall have no claim for damages or right to terminate this Lease for injury or inconvenience occasioned thereby. Notwithstanding the foregoing, Landlord shall not enter into a long-term lease (longer than 1 month) within the Building to another financial institution or financial services firm during the Term.

6 **Use.**

6.1 **Single-Purpose Use**. Tenant shall use the Leased Premises solely for purpose of a credit union branch office. Tenant shall not use or permit the Leased Premises to be used for any other purpose, except with the prior written consent of Landlord.

6.2 **Orderly Operation**. Tenant further agrees to abide by the following provisions, which are designed to insure the attractiveness and orderly operation of the Building and the Property:

(a) Tenant shall keep the Leased Premises free of objectionable noise, odors, or nuisances.

(b) Tenant shall not overload the floors or permit or allow any waste, abuse, deterioration, or destructive use of the Leased Premises.

(c) Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about the Leased Premises.

(d) The loading and unloading of merchandise, supplies, and fixtures shall be done only at such times as do not unreasonably interfere with Landlord, or other tenants, occupants, students or customers of the Building and the Property, and only in the areas and through the entrances designated for such purposes.

(e) Tenant shall store all trash and garbage within the Leased Premises or within areas specifically designated by Landlord for such purpose.

(f) Plumbing facilities within the Building shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein. The cost of repairing any breakage, stoppage, or damage to plumbing facilities within the Common Areas resulting from a violation of this provision by Tenant or Tenant's Affiliates shall be borne by Tenant.

(g) Except as provided in the Sponsorship Agreement, no portion of the Leased Premises or the Property shall be used to distribute handbills, circulars, or other political, charitable, or similar material, or to seek members for any organization, or to solicit contributions, or to carry on a parade or demonstration or other conduct which may tend to

interfere with or impede the use of the Property by Landlord, or other tenants, occupants, students, or customers of the Building, or their respective Affiliates.

6.3 **Prohibition of Certain Activities or Uses**. Tenant shall not do or permit anything to be done in or about, or bring or keep anything in the Leased Premises or the Property which is prohibited by this Lease or will, in any way or to any extent:

(a) adversely affect any fire, liability, or other insurance policy carried with respect to the Building, the Common Areas, the Property, or any of the contents of the foregoing (except with Landlord's express written permission, which will not be unreasonably withheld, but which may be contingent upon Tenant's agreement to bear any additional costs, expenses or liability for risk that may be involved);

(b) obstruct, interfere with any right of, or injure or annoy any other tenant, occupant, student or customer of the Building, the Common Areas, or the Property;

(c) conflict with or violate any University Policies, the Rules and Regulations, or any law, statute, ordinance, rule, regulation or requirement of any governmental unit, agency, or authority (whether existing or enacted as promulgated in the future, known or unknown, foreseen or unforeseen); or

(e) take any action which causes a violation of any restrictive covenants or any other instrument of record applying to the Property.

6.4 Affirmative Obligations with Respect to Use.

(a) The Leased Premises are located on the campus of Boise State University and the use of the Leased Premises, the Building and the Property is subject to all applicable policies and procedures of Boise State University and the State Board of Education (collectively, "**University Policies**"). Additionally, Tenant's use of the Leased Premises and Building shall comply at all times with any rules and regulations relating to the Building, as set forth on **Exhibit C** attached hereto, as amended from time to time by Landlord ("**Rules and Regulations**").

(b) Tenant will (i) comply with all governmental laws, ordinances, regulations, and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authorities having jurisdiction over the Leased Premises; (ii) will keep the Leased Premises and every part thereof in a clean, neat, and orderly condition, free of objectionable noise, odors, or nuisances; (iii) will in all respects and at all times fully comply with all health and policy regulations; and (iv) will not suffer, permit, or commit any waste.

(b) At all times during the Term, Tenant shall, at Tenant's sole cost and expense, comply with all statutes, ordinances, laws, orders, rules, regulations, and requirements of all applicable federal, state, county, municipal and other agencies or authorities, now in effect or which may hereafter become effective, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alterations of the Leased Premises, including, without limitation, to all

applicable requirements of the Americans with Disabilities Act of 1990 and all other applicable laws relating to persons with disabilities, and all rules and regulations which may be promulgated thereunder from time to time and whether relating to barrier removal, providing auxiliary aids and services or otherwise.

6.5 **Suitability.** Tenant acknowledges that except as expressly set forth in this Lease, neither Landlord nor any other person has made any representation or warranty with respect to the Leased Premises or any other portion of the Building, the Common Areas, or the Property and that no representation has been made or relied on with respect to the suitability of the Leased Premises or any other portion of the Building, the Common Areas, or the Property for the conduct of Tenant's business.

6.6 **Taxes.** Landlord is exempt from local property taxes**.** Tenant shall pay all taxes, assessments, charges, and fees which during the Term may be imposed, assessed, or levied by any governmental or public authority against or upon Tenant's leasehold interest or otherwise connected to its use of the Leased Premises or any personal property or fixture kept or installed therein by Tenant and on the value of leasehold improvements.

6.7 **Communication Services and Cables**. Tenant shall install and maintain, at Tenant's expense, all necessary or desired communication, telephone, internet, wi-fi, data, audio-visual, video, cable, computer and electronic services and equipment ("**Communication Services**") and related lines, wires and cables ("**Cables**") for the Leased Premises. All Communication Services and Cables shall be installed at the locations and using the methods mutually agreed by Landlord and Tenant, and the installation shall preserve the structural, aesthetic and other integrity of the Leased Premises, Building and Property. Landlord is not obligated to supply or maintain any Communication Services or Cables to or on the Leased Premises, Building or Property. All Cables installed by Tenant, or on behalf of Tenant, or installed by Landlord as an improvement for the benefit of Tenant, shall (i) be tagged, (ii) comply with applicable building codes, and (iii) be removed by Tenant at Tenant's expense at the earlier of cessation of use of a particular Cable or at the end of the Term unless the removal is waived in writing by Landlord. If Tenant fails to remove the Cables, then Landlord may remove the Cables and the expense of the removal shall be paid by Tenant to Landlord as Rent. The Tenant agrees to coordinate any WiFi network signal strength and channel assignment with the Boise State University OIT Network Infrastructure team to minimize interference and ensure a quality experience for both Boise State and Westmark WiFi networks.

7 Signs, Awnings, Roof.

Except as provided in the Sponsorship Agreement, Tenant shall not place or suffer to be placed or maintained on any exterior door, wall, or window of the Leased Premises, or elsewhere in the Building or Property, any sign, awning, marquee, decoration, lettering, attachment, or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window, door, or walkway of the Leased Premises, the Building or the Property without first obtaining Landlord's written approval. All signs, lettering, or any other of the foregoing items approved by Landlord and

installed by Tenant shall be kept in good repair and in proper operating condition at all times and shall be removed upon the termination of the Lease. Any damage caused by such items or their removal shall be promptly repaired at Tenant's expense. All items installed in violation of this Section may be promptly removed by Landlord at Tenant's expense. Use of the roof is reserved to Landlord, and Landlord may install upon the roof such equipment, signs, and antennae as Landlord deems appropriate. Tenant shall be permitted to place Westmark Credit Union signage at the entrance to the Premises, provided signage is approved by Landlord's signage committee and complies with applicable Building or University policies.

8 **Maintenance, Services, and Utilities.**

8.1 **Maintenance by Tenant**. By taking possession of the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises as being in good order, condition, and repair. Tenant shall, at Tenant's expense: (a) maintain the Leased Premises in a clean and sanitary condition (but Landlord shall furnish the janitorial services described in Section 8.3 below); and (b) maintain the Leased Premises in as good condition and repair as they were in at the Commencement Date, reasonable wear and tear and damage from fire and other casualty excepted. Tenant shall in a good and workmanlike manner repair or replace any damage to the Property occasioned by the willful or negligent acts of Tenant or its Affiliates.

8.2 **Maintenance by Landlord**.

(a) Subject to any right of reimbursement or recovery hereunder, Landlord shall maintain the Building, the Common Areas, and the structural components of the Leased Premises, including the roof, load-bearing walls, foundations, and floor slabs, and systems such as plumbing and water, electrical, and HVAC (but not floor and wall coverings); provided, however, if Landlord is required to perform any maintenance or repairs by reason of the negligent acts or omissions of Tenant or Tenant's Affiliates, then Tenant shall pay Landlord's actual costs for making such repairs plus ten percent (10%) for overhead immediately upon presentation of an invoice therefor. Such amounts paid by Landlord shall be deemed Additional Rent hereunder and failure of Tenant to pay such amount immediately shall constitute a default by Tenant hereunder.

(b) Tenant shall submit any and all requests for maintenance under section 8.2(b) using Landlord's online or electronic submission format unless there is a repair of an emergency nature.

(c) Landlord shall initiate and complete repairs of an emergency nature (including, without limitation, roof leaks and failure of the HVAC) as soon as reasonably possible after receipt of Tenant's notice thereof, and in any event shall commence such repair no later than five (5) business days after receipt of Tenant's written notice thereof. Tenant shall endeavor to give Landlord written notice of the need for such repair(s), but may do so initially by telephone followed up by written notice in the event of an emergency.

8.3 **Services and Utilities**. Subject to the other provisions of this Lease, Landlord, shall:

(a) Furnish the Leased Premises with electric current in reasonably sufficient amounts for normal business use, including operation of building standard lighting and general office machines of a type that require no more than a 110-volt duplex outlet. If Tenant uses any high power usage equipment in the Leased Premises, Tenant shall in advance, on the first day of each month during the Term, pay Landlord as additional rent the reasonable amount estimated by Landlord as the cost of furnishing electricity for the operation of such equipment. For purposes of this Lease, "high power usage equipment" shall mean equipment that uses more power than standard office equipment, as determined by Landlord in its reasonable discretion.

(b) Furnish heating ventilation and air conditioning in season at such temperatures and in such amounts as may in the judgment of the Landlord be reasonably required for comfortable use for normal business use in the Leased Premises. If such utilities are provided to Tenant in excess of twelve (12) hours on any one day, Tenant shall pay to Landlord the cost of such excess service. Before installing any equipment in the Leased Premises that generates more than a minimum amount of heat, Tenant shall obtain the written permission of Landlord, and Landlord may refuse to grant such permission if the amount of heat generated would place an undue burden on the air conditioning system for the Building.

(c) Furnish water/sewer for any restroom or lunchroom facility installed in the Common Area or in the Leased Premises based upon standard office use. If Tenant has water/sewer usage in excess of a standard office tenant as determined by Landlord in its reasonable discretion, then Tenant shall pay to Landlord as Additional Rent, the reasonable amount estimated by Landlord as the cost of furnishing water/sewer for Tenant's use and operation.

(d) Furnish janitorial service in the Leased Premises and the Common Areas to keep the same in a clean, sanitary and orderly condition.

(e) Maintain and keep lighted the common stairs, common entries, and restrooms in the Building.

In the event that Tenant requires the use of ventilation, heating, or air conditioning before or after normal business hours (7:00 a.m. to 10:00 p.m. Sunday through Thursday and 7:00 a.m. to 6:00 p.m. on Friday and Saturday), the costs and expenses incurred in connection with such ventilation, heating or air conditioning usage by Tenant during such after hours use shall be equitably apportioned among Tenant and such costs shall be included as Additional Rent. Additionally, use of ventilation, heating, or air conditioning will not be available during the University's published holiday and summer schedule ("**University Holiday Closures**") or during unplanned building emergencies.

8.4 **Landlord's Right to Cure**. If Tenant refuses or neglects to maintain or repair as required hereunder to the reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may perform such maintenance or repairs repairs without liability on its part to Tenant for any loss or damage that may occur to Tenant's merchandise, fixtures, or other property, or to Tenant's business by reason thereof, and upon completion, Tenant shall reimburse Landlord for the actual cost of making such repairs, plus ten percent (10%) for

overhead, immediately upon presentation of an invoice therefor. Such amounts paid by Landlord shall be deemed Additional Rent hereunder and failure of Tenant to pay such amount immediately shall constitute a default by Tenant hereunder.

8.5 **Maintenance Contractor**. Landlord may elect to engage third-party maintenance contractors to perform janitorial services or to service the heating, ventilating, cooling, air-handling, and control systems serving the Building.

9 Tenant Alterations and Improvements.

9.1 **Additional Improvements**. Except as set forth in the Sponsorship Agreement or except as provided in **Exhibit B** attached hereto, Tenant shall not make any alterations, additions, or improvements to the Leased Premises, or install any exterior signs or lettering, interior or exterior lighting, or plumbing or mechanical fixtures ("**Tenant Alterations**") without first obtaining Landlord's written approval. Tenant shall present to Landlord plans and specifications for any Tenant Alterations at the time approval is sought. Any Tenant Alterations approved by Landlord shall be performed by Tenant at Tenant's sole cost and expense. All Tenant Alterations shall be performed only by contractors or mechanics approved by Landlord, which approval shall not be unreasonably withheld. All Tenant Alterations shall be done in a good and workmanlike manner and diligently prosecuted to completion so that the Leased Premises operates as a complete unit at all times. All Tenant Alterations shall be performed in strict compliance with applicable Legal Requirements. Tenant shall have Tenant Alterations performed in such a manner as not to obstruct access to any portion of the Building. All Tenant Alterations, including, but not limited to, wall and floor coverings, paneling, HVAC, communication, electrical and plumbing systems, cabinet portions of any exterior signs, and built-in cabinet work (but excepting movable furniture, equipment, sign fascia, and individual sign lettering and trade fixtures), shall at once become a part of the realty and shall be surrendered with the Leased Premises. Notwithstanding the foregoing, however, for tax purposes, Tenant shall be deemed to be the owner (without removal rights) of such permanent alterations, additions, or improvements until the expiration or earlier termination of this Lease.

10 Discharge of Liens.

If any mechanic's lien or other lien is filed against the Leased Premises or the Property, or any part thereof, because of Tenant's Work, Tenant's acts or omissions, or a claim against Tenant, Tenant shall, within ten (10) days following receipt of notice of the existence of such lien, cause the same to be canceled and discharged of record.

11 Utility Disruptions.

Utilities shall be provided as set forth in Section 8.3; provided, however, Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, reduction of Rent, claims for eviction or relieve Tenant from any of Tenant's obligations hereunder, by reason of temporary interruptions or failure of such services when such failure is caused by accident, breakage, repairs, strikes, labor disturbances, or labor disputes of any character, or by any other cause

beyond the reasonable control of Landlord. Tenant agrees that it will not install any equipment which is likely to exceed or overload the capacity of any utility facilities, and that if any equipment installed by Tenant requires additional utility facilities; the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord.

12 **Common Areas; Parking.**

12.1 **Common Areas**. All Common Areas and other facilities in or about the Building or the Property shall be subject to the exclusive control and management of Landlord. Landlord shall have the right to: (a) construct, maintain, and operate lighting and other facilities on all Common Areas; (b) police the Common Areas; (c) change the area, level, location, and arrangement of the Parking Areas and other facilities; (d) temporarily close all or any portion of the Parking Areas or other facilities. Landlord shall operate and maintain the Common Areas in such manner as Landlord in its discretion shall determine, shall have full right and authority to employ and discharge all personnel with respect thereto, and shall have the right, through Rules and Regulations and University Policies promulgated by it from time to time, to regulate the use and operation of the Common Areas. In the event of a temporary or unscheduled closure of common areas, Landlord will provide reasonable notice to Tenant.

12.2 Parking. Tenant shall have the option to purchase, at Tenant's sole expense, non-exclusive, non-reserved parking permits for its employees for the parking areas on Boise State University campus that are designated by Landlord as suitable for parking by Tenant ("**Parking Areas**"). The Parking Areas will be operated and maintained by the Boise State Department of Public Safety ("**Public Safety**"). Tenant shall comply with all Rules and Regulations and University Policies concerning parking. The fees charged by Public Safety are subject to increase or decrease by Landlord, based on demand, management and space availability.

13 **Assignment.**

13.1 **Assignment and Subletting**. Tenant shall not transfer, assign, mortgage, or hypothecate this Lease ("**Transfer**"), or sublet the Leased Premises, without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Without limiting the foregoing, Landlord may elect to withhold consent to a Transfer for any of the following reasons: (a) the proposed transferee has a financial net worth, managerial skills, or an operational or business history inadequate with respect to the obligations under this Lease; (b) the character and reputation of the proposed transferee is not satisfactory to Landlord; or (c) the occupancy of the Leased Premises by the proposed transferee would likely violate a provision of this Lease or any other lease or agreement then in effect concerning the Building or the Property. As a condition of Landlord's consent, Landlord may require transferee to enter into a new lease directly with Landlord, or may require reasonable modifications to this Lease. Any assignment from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute a Transfer. The Transfer of any stock or interest in such corporation, exceeding an aggregate of forty-nine percent (49%) shall be deemed a Transfer.

13.2 **Prohibited Transfer Void**. Any attempted Transfer or subletting without Landlord's consent shall be void, shall confer no benefit on any third party, and shall constitute a default hereunder. Landlord's consent to a Transfer or sublease shall not operate as a waiver of the necessity for consent to any subsequent Transfer or sublease, and the terms of such consent shall be binding upon any person holding by, under, or through Tenant.

13.3 **Request for Consent**. Should Tenant desire Landlord's consent to a proposed Transfer or sublease, Tenant shall request such consent in writing and provide Landlord with a copy of the instrument which will be used to document the Transfer or sublease, or provide Landlord with a statement, certified to be true and correct by Tenant, of the terms and conditions under which the Transfer or sublease is to be made. Any instruments used to document the Transfer or sublease shall include language acknowledging the rights of Landlord described in this Lease and, if the transferee is an assignee of Tenant's interest in this Lease, acknowledging that the transferee specifically assumes the obligations of Tenant hereunder. Tenant shall also provide Landlord with adequate and accurate information on the financial condition of the proposed transferee. If Landlord consents to a Transfer or sublease, Tenant shall pay to Landlord actual costs incurred by Landlord in evaluating the proposed Transfer or sublease and preparing and processing the instruments necessary to document Landlord's consent. Notwithstanding any Transfer or sublease, Tenant shall continue to be responsible for all of its obligations hereunder.

13.4 **Landlord's Rights Upon Transfer**. If this Lease is Transferred, or if the Leased Premises or any portion thereof are sublet or occupied by any person other than Tenant (with or without Landlord's consent), Landlord may, upon demand, in the event of a default by Tenant under this Lease, collect Rent and other charges from the transferee and apply the amount collected to the Rent and other charges due from Tenant hereunder, provided such collection shall not constitute Landlord's recognition of such transferee as the Tenant hereunder or Landlord's release of Tenant from the performance of all of Tenant's covenants and obligations hereunder. If such transferee pays Rent or other charges directly to Landlord pursuant to this Section, the amount so paid shall be credited against the sums due from such transferee to Tenant under any then-existing sublease, lease assignment, or other agreement.

13.5 **Profits from Assignment of Subletting**. Landlord and Tenant shall split equally the gross proceeds from any assignment of the Lease or subletting of the Leased Premises.

14 Indemnity and Release.

14.1 **Assumption of Risk; Release**. Tenant and all those claiming through or under Tenant shall store their property in and shall occupy and use the Leased Premises and the Common Areas solely at their own risk. Tenant and all those claiming through or under Tenant hereby release Landlord and its Affiliates from all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business (including business interruption) arising, directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair of the Building, except to the extent such claims are directly caused by the gross negligence or willful misconduct of Landlord and are not covered by insurance required to be carried by Tenant hereunder.

14.2 **Indemnification**. Except to the extent directly caused by the gross negligence or willful misconduct of Landlord, Tenant hereby agrees to defend, pay, indemnify, and hold Landlord (and its respective affiliates, employees, and agents) harmless from and against any and all claims, demands, proceedings, judgments, and other liabilities of every kind, and all reasonable expenses incurred in investigating and resisting the same (including reasonable attorneys' fees), resulting from or in connection with loss of life, bodily or personal injury, or property damage: (a) arising out of or on account of any use of the Leased Premises by Tenant or Tenant's employees, customers, or invitees; (b) occasioned wholly or in part through the use and occupancy of the Leased Premises pursuant to, or in any way relating to or arising from, this Lease or any improvements therein or appurtenances thereto; or (c) occasioned by any negligent act or omission of Tenant or any transferee of Tenant, or their respective employees, agents, or contractors, in or about the Leased Premises or in other areas of the Building or the Property, including those portions of the Property owned, leased, subleased, or controlled by others.

14.3 **Time of Commencement**. The Parties expressly acknowledge that this Section 14 shall apply and become effective from and after the date Tenant first enters upon the Property for any purpose related to this Lease.

15 **Insurance.**

15.1 **Landlord's Insurance**.

(a) **Property Insurance**. Landlord shall procure insurance coverage insuring Landlord against loss of, or damage to, the Building and insurable Common Area improvements by reason of covered loss or occurrence. Such insurance shall be in a face amount equal to the full replacement value of the insured property, exclusive of the cost of excavations, footings below ground level, and foundations. Such insurance shall cover: (1) loss or damage by fire; (2) loss or damage arising from perils not excluded under an All Risks property policy; (3) loss or damage arising from vandalism, malicious mischief, and theft; and (4) loss or damage resulting from earthquake or flood if (and only if) such coverage is deemed appropriate by Landlord or is required to be carried by Landlord's Mortgagee. If loss or damage hereunder originates in the Leased Premises caused by Tenant or its Affiliates, Tenant shall be obligated to pay Landlord, within fifteen (15) days of written demand therefor, any insurance deductibles or other amounts not covered under the property policy incurred by Landlord as a result of the occurrence. At Landlord's option, any Mortgagee of the Leased Premises or Property may be named as a Loss Payee on each such policy. The proceeds of such insurance in case of loss of or damage to the Leased Premises shall be paid to Landlord, and the applicable portions thereof shall be applied on account of the obligations of Landlord to repair and/or rebuild the Leased Premises pursuant to Section 16.4. Any proceeds not required for such purpose shall be the sole property of Landlord.

(b) **Commercial General Liability Insurance**. Landlord is a "governmental entity," as defined under the Idaho Tort Claims Act, specifically, Idaho Code section 6-902, as well as a "public employer," as defined under the Idaho Worker's Compensation law, specifically, Idaho Code section 72-205. As such, University shall maintain, at all times applicable hereto, comprehensive liability coverage in such amounts as are prescribed by Idaho

Code section 6-924 (not less than $500,000). Landlord's liability coverage shall cover the actions of the Landlords and its employees and faculty acting in the course and scope of employment. Landlord's liability coverage obligations shall be administered by the Administrator of the Division of Insurance Management in the Department of Administration for the State of Idaho, and may be covered in whole or in part, but the State of Idaho's Retained Risk Account, as provided under Idaho Code Section 6-919.

(c) **Other Insurance**. Landlord may procure such other insurance that Landlord deems necessary for the Leased Premises, Building, Common Areas or Property.

15.2 **Fire Insurance on Tenant's Personal Property**. At all times during the Term, Tenant shall keep in force, at its sole cost and expense, fire and Special Form property insurance, and vandalism, malicious mischief, and theft insurance with companies acceptable to Landlord, equal to the replacement cost of Tenant's improvements, trade fixtures, furnishings, equipment, and contents upon the Leased Premises, including coverage for water damage from sprinkler leakage and coverage for the air conditioning and heating equipment which exclusively serves the Leased Premises.

15.3 **Tenant's Liability Insurance**. Tenant agrees to secure and keep in force from and after the date Landlord first allows Tenant on the Leased Premises for purposes related to this Lease, and throughout the Term, at Tenant's own cost and expense, Commercial General Liability insurance covering Tenant against death, bodily and personal injury, and property damage in the amount of One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) aggregate, or in such other amount as Landlord may reasonably determine is necessary. Such insurance coverage shall include completed operations coverage and a contractual liability endorsement covering the indemnity against injury to persons and damage to property set forth in Section 14.2, including a personal injury endorsement covering such wrongful acts as false arrest, false imprisonment, malicious prosecution, and libel and slander. Tenant shall also secure and keep in force Workmen's Compensation or similar insurance to the extent required by applicable Legal Requirements as well as Employers' Liability in the amount of $1,000,000 each accident, $1,000,000 disease- each employee and $1,000,000 disease- policy limit.

15.4 **Insurance Policy Requirements**. All insurance required by Sections 15.2 and 15.3 shall be obtained under enforceable policies issued by insurers which are qualified to do business in the state where the Property is located and are either (a) approved in writing by Landlord or (b) have a AM Best's rating of "A-VII or above and a financial category rating of "Class X" or above in the most recent edition of "Best's Key Rating Guide". A copy of each policy shall be delivered to Landlord on or before the day Tenant commences Tenant's Work. Evidence of the insurance required by Section 15.10 shall also be provided by Tenant to Landlord prior to the commencement of any Tenant's Work. Each policy shall provide by its terms that it is noncancellable except upon thirty (30) days prior written notice to Landlord. At least thirty (30) days prior to the expiration date of any policy, a renewal policy, or a binder for such policy or a certificate thereof shall be delivered by Tenant to Landlord. The insurance described in Sections 15.2 and 15.3 shall name Landlord and the State of Idaho as an additional insured and shall be written as primary coverage, not contributing with and not in excess of

coverage which Landlord may carry. The insurance described in Section 15.1 shall provide that coverage afforded shall not be affected by the performance of any construction work in or about the Leased Premises.

15.5 **Subrogation**. Notwithstanding any other provision contained in this Lease, Tenant hereby waives any right it may have against Landlord on account of any loss or damage to its property which arises from any risk generally covered by the insurance required to be carried hereunder, whether or not such other Party may have been negligent or at fault in causing such loss or damage. Tenant shall obtain a clause or endorsement in the policies of such insurance obtained in connection with the Leased Premises or the Building to the effect that the insurer waives, or shall otherwise be denied, the right of subrogation against Landlord for loss covered by such insurance. It is understood that such subrogation waivers may be operative only as long as such waivers are available in the state where the Building is situated and do not invalidate any such policies. If such subrogation waivers are allegedly not operative in such state, notice of such fact shall be promptly given by Tenant obtaining insurance to Landlord.

15.6 **Mortgagees**. Any Mortgagee may, at Landlord's option, be afforded coverage under any policy required to be secured by Landlord or Tenant hereunder, by use of a mortgagee's endorsement to the policy concerned.

15.7 **Deductibles**. None of the insurance policies required to be carried by Tenant under this Lease shall contain any deductible or retention provisions in excess of five thousand dollars ($5,000) without the prior written consent of Landlord. If Tenant's insurance policies contain deductibles or retention provisions, Tenant shall be responsible to pay the amount thereof in the event of any loss covered by such policies.

15.8 **Blanket Policy**. If Tenant provides any insurance required by this Lease in the form of a blanket policy, Tenant shall furnish satisfactory proof that such blanket policy complies in all respects with the provisions of this Lease and that the coverage thereunder is at least equal to the coverage which would be provided under a separate policy covering only the Leased Premises.

15.9 **Increase in Insurance Premiums**. Tenant shall not maintain, use, or sell any item or article or do anything in or about the Leased Premises which may be prohibited by Landlord's insurance policies carried on the remainder of the Building or any endorsements or forms attached thereto, or which could increase any insurance rates and premiums on the Property. Tenant shall pay on demand any increase in premiums for Landlord's insurance that may be charged on such insurance carried by Landlord resulting from Tenant's use and occupancy of the Leased Premises or the Building, whether or not Landlord has consented to the same.

15.10 **Insurance During Construction**. During the performance of any Tenant's Work, Tenant shall carry or cause to be carried the insurance described in Section 15.2, and Tenant's contractor(s) shall carry builder's risk insurance in connection with Tenant's Work.

16 **Destruction.**

16.1 **Restoration**. If the Leased Premises are damaged by fire or other casualty ("**Casualty**"), the Parties shall, in accordance with Section 16.4, repair the Leased Premises to a condition which is substantially similar to the condition in existence prior to the Casualty.

16.2 **Events Permitting Cancellation**. Notwithstanding the foregoing, if: (a) the Leased Premises are rendered wholly untenantable by reason of a Casualty; (b) the Leased Premises are damaged as a result of a risk which is not covered by Landlord's insurance; (c) the Leased Premises are damaged in whole or in part during the last eighteen (18) months of the Term; (d) any part of the Building is damaged such that the Building cannot, in the sole judgment of Landlord, be operated as a viable, integrated unit; or (e) Landlord's Mortgage requires that the insurance proceeds be applied against the principal balance due on Landlord's Mortgage; then Landlord may either elect to repair the damage or may cancel this Lease by notice of cancellation delivered to Tenant within ninety (90) days after such Casualty, whereupon this Lease shall expire and Tenant shall promptly (within fifteen (15) days following such notice) vacate and surrender the Leased Premises to Landlord. Tenant's liability for Rent upon the termination of this Lease shall cease as of the day following the date of Landlord's notice of cancellation. If the repairs are reasonably anticipated to take longer than six (6) months, or if the damage occurs within the last eighteen (18) months of the Term, Tenant has the right to cancel this Lease upon written notice to Landlord.

16.3 **Abatement of Monthly Rent**. In the event Landlord is required or elects to repair any damage to the Property, it shall commence such repair within (90) days of the Casualty and diligently prosecute such to completion. Until such repair is complete, Monthly Rent shall abate in proportion to the part of the Leased Premises rendered untenantable. Any such abatement of Monthly Rent shall end upon Landlord's delivery of notice to Tenant that Landlord's responsibilities with regard to repairing the Leased Premises have been completed. Notwithstanding the foregoing, if the Casualty is caused by the negligence of Tenant or its Affiliates, there shall be no abatement of Monthly Rent.

16.4 **Specific Responsibility of Each Party**. Unless this Lease is terminated by Landlord, Landlord shall repair and restore the shell of the Building and Tenant shall repair, refurnish, and restock the interior of the Leased Premises, including all Tenant Alterations, so as to restore the Leased Premises to the condition existing prior to the destruction or Casualty. In such event, the proceeds of all insurance carried by Landlord on the Building in which the Leased Premises are situated and carried by Tenant on its equipment, contents, property and fixtures shall be held in trust by each respective Party for the purpose of said repair and replacement. All repair and restoration work shall be done in a workmanlike fashion and to the same quality as the original work, except for any modifications to the design criteria or working drawings which are then required by governmental regulations or are mutually agreed to by the Parties. It is specifically understood that Landlord shall be responsible, at its expense, for the shell of the Leased Premises, and Tenant shall be responsible to repair or replace, at its expense, all portions of the interior of the Leased Premises. Tenant shall also be responsible for the replacement of its trade fixtures, furnishings, equipment, and stock-in-trade. In the event of such restoration by the Parties, that portion of the insurance proceeds that Landlord receives which is

applicable to Tenant's Work shall be paid to Tenant less a pro rata portion of any deductible amount (retention) attributable to the loss in question, and such payment shall be used by Tenant for such restoration.

17 **Condemnation.**

17.1 **Total Condemnation**. If the whole of the Leased Premises shall be acquired or taken by condemnation ("**Condemned**"), then this Lease shall cease and terminate as of the date Tenant loses possession of the Leased Premises.

17.2 **Partial Condemnation**. If any part of the Leased Premises is Condemned and such partial Condemnation shall render that portion not Condemned unsuitable for Tenant's business, then this Lease shall cease and terminate as aforesaid. If such partial Condemnation is not extensive enough to render the Leased Premises unsuitable for Tenant's business, then this Lease shall continue in effect, except that the Rent shall be reduced in proportion to the decrease in rentable square feet of the Leased Premises, and Landlord shall, upon receipt of the Condemnation award, make all necessary repairs or alterations to the Building so that the portion of the Building not condemned constitutes a complete architectural unit. Such repair work shall not exceed the scope of the work done by Landlord in originally constructing the Building, nor shall Landlord be required to expend for such work an amount in excess of the amount received by Landlord as damages for the part of Condemned portion of the Leased Premises. "Amount received by Landlord" shall mean that part of the Condemnation award which is free and clear to Landlord of any collection by Mortgagees for the value of the diminished fee.

17.3 **Option to Terminate**. If more than twenty percent (20%) of the rentable square feet of the Leased Premises is Condemned, Landlord may by written notice to Tenant terminate this Lease. If this Lease is so terminated, Rent shall be paid up to the day when the portion is taken by a Condemnation Proceeding, Landlord shall make an equitable refund of any Rent paid by Tenant in advance. "**Condemnation Proceeding"** shall mean any action or proceeding in which an interest in the Leased Premises is taken for any public or quasi-public purpose by any lawful authority through exercise of the power of eminent domain or right of condemnation or by transfer under threat of condemnation.

17.4 **Award**. Tenant shall not be entitled to and expressly waives all claims to any condemnation award for any taking, whether whole or partial and whether for diminution in value of the fee. Tenant shall have the right, to the extent that the same shall not reduce Landlord's award, to claim from the condemnor, but not from Landlord, such compensation as may be recoverable by Tenant in its own right for damages to Tenant's fixtures and leasehold improvements.

18 **Events of Default; Remedies; Bankruptcy; Insolvency**

18.1 **Default by Tenant**. Upon the occurrence of any of the following events, Tenant shall be deemed to be in default under the terms of this Lease. Landlord may treat any such

occurrence as a breach of this Lease and Landlord shall have the remedies set forth in Section 18.2.

(a) Tenant fails to pay when due any Rent or any other sum required to be paid hereunder, and such failure is not cured within ten (10) days after delivery of written or verbal notice of such failure;

(b) Tenant (1) violates Section 6, Section 10, or Section 13; (2) abandons or vacates the Leased Premises; or (3) by word or action, indicates a clear intent not to continue with performance of this Lease or gives the appearance of its inability to perform hereunder and does not provide reasonable assurances of its ability or intent to so perform within five (5) business days following Landlord's demand for such;

(c) Tenant or its agent falsifies any report, statement, or instrument required to be furnished to Landlord hereunder, or submits a report, statement, or instrument which is materially incorrect; or

(d) Tenant fails to perform or violates any other term, condition, or covenant required to be performed by it pursuant to this Lease and such failure is not cured within thirty (30) days after Landlord delivers written notice of such failure to Tenant (or, if such failure cannot reasonably be cured within thirty (30) days, Tenant fails to commence the cure within thirty (30) days or thereafter fails to diligently prosecute such cure to completion).

(e) Subject to the requirement for notice and the opportunity to cure, any default under this Lease shall constitute a default under the Sponsorship Agreement and any default under the Sponsorship Agreement shall constitute a default under this Lease and shall entitle Landlord to all of the rights and remedies set forth in both the Sponsorship Agreement and this Lease, including without limitation to, Landlord's right to terminate this Lease and the Sponsorship Agreement along with all other remedies provided by law or equity to the same extent as if fully set forth herein word for word.

18.2 **Landlord's Remedies**. Upon the occurrence of any of the events set forth in Section 18.1, Landlord may take any or all of following actions ("**Landlord's Remedies**"), without further notice or demand of any kind to Tenant.

(a) Landlord may immediately re-enter and remove all persons and property from the Leased Premises, disposing of such property at the cost and risk of Tenant, all without service of notice or resort to legal process (unless mandated by Legal Requirements), and without being deemed guilty of, or liable in, trespass, forcible entry, or in damages resulting from such reentry and removal. No such reentry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given by Landlord to Tenant.

(b) Landlord may relet the Leased Premises or any portion thereof at any time or from time to time and for such term or terms and upon such conditions and at such rental rate Landlord, in its sole discretion, considers advisable. Whether or not the Leased Premises, or any

portion thereof, are relet by Landlord, Tenant shall pay to Landlord all amounts required to be paid by Tenant hereunder up to the date that Landlord removes Tenant from the Leased Premises, and thereafter Tenant shall pay to Landlord, until the end of the Term, the Rent and other amounts required to be paid by Tenant pursuant to this Lease. Such payments by Tenant shall be due at such times as are provided elsewhere in this Lease, and Landlord need not wait until the termination of this Lease, through expiration of the Term or otherwise, to recover such payments by legal action or in any other manner. If Landlord relets the Leased Premises, or any portion thereof, such reletting shall not relieve Tenant of any obligation hereunder, except that Landlord shall apply the rent or other proceeds actually collected by it as a result of such reletting against: (1) the costs of removing Tenant and its property; (2) the costs of reletting the Leased Premises, including the costs of clean-up, repair, and modification of the Leased Premises, and the fee of any realtor; and (3) any amount due from Tenant hereunder, to the extent that such rent or other proceeds compensate Landlord for the nonperformance of any obligation of Tenant hereunder. Any residue shall be held by Landlord and applied to payments of future Rents as such may become due and payable hereunder. Landlord may execute any lease made pursuant hereto in its own name, and the tenant thereunder shall be under no obligation to control or monitor the application by Landlord of any rent or other proceeds paid to Landlord thereunder, nor shall Tenant have any right to collect any portion of such rent or other proceeds or regain possession of the Leased Premises. Landlord shall not by any reentry or other act be deemed to have accepted any surrender by Tenant of the Leased Premises, or any portion thereof, or Tenant's interest therein, or be deemed to have otherwise terminated this Lease, or to have relieved Tenant of any obligations hereunder, unless Landlord gives Tenant written notice of Landlord's election to do so. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any previous breach by Tenant.

(c) Landlord may collect, by suit or otherwise, without reletting the Leased Premises, each installment of Rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other covenant or obligation which is required to be performed by Tenant hereunder. Landlord may also elect to cure any default on behalf of Tenant, in which case Tenant shall immediately reimburse Landlord for costs so incurred.

(d) Landlord may terminate this Lease by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Leased Premises. Such termination shall not relieve Tenant of any obligations hereunder which have accrued prior to the date of such termination. Landlord may recover from Tenant all damages it has incurred by reason of Tenant's breach, including the cost of recovering the Leased Premises, reasonable attorneys' fees, and the amount of Rent and charges reserved under this Lease for the remainder of the stated Term.

(e) Landlord may seek any other remedies available at law or in equity.

(f) The remedies given to Landlord in this Section 18.2 shall be cumulative and shall be in addition and supplemental to all other rights or remedies which Landlord may have at equity or under the laws then in force.

18.3 **Default by Landlord**. If Landlord fails to comply with the terms, conditions, or covenants contained in this Lease, and if such failure is not remedied within thirty (30) days after written notice of such failure is delivered by Tenant to Landlord (or, if more than thirty (30) days are reasonably required to cure such failure, Landlord fails to begin remedying such failure within thirty (30) days or thereafter fails to proceed diligently to cure such failure), Landlord shall be deemed to be in default hereunder. If, after Tenant has complied with this Section, the default has not been cured by Landlord, Tenant may seek damages or other relief which Tenant may be entitled to at law or at equity, subject to the limitations set forth in this Lease. Landlord will not be liable to Tenant for consequential, special or punitive damages by reason of a failure to perform (or a default) by Landlord under this Lease.

18.4 **Immediate Default**. Tenant shall be deemed to be in default under this Lease (without Landlord giving any notice declaring such), upon the occurrence of an event of bankruptcy, which for purposes of this Lease means: (a) all or substantially all of Tenant's assets are placed in the hands of a receiver or trustee; (b) Tenant files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, admits in writing that it cannot pay its debts as such become due, or is finally adjudicated a bankrupt; (c) Tenant petitions or institutes any proceedings under the U.S. Bankruptcy Code or under any other state or federal act of Legal Requirement relating to the subject of bankruptcy wherein Tenant seeks to be adjudicated a bankrupt, to be discharged of its debts, or to effect a plan of liquidation, readjustment, composition, arrangement, or reorganization; or (d) any involuntary proceeding equivalent or similar to any of the foregoing is filed against Tenant under any such bankruptcy laws and is not discharged within sixty (60) days thereafter.

19 **Early Termination Rights.**

19.1 This Agreement shall terminate in the event either Party exercises its right to early termination of the Sponsorship Agreement. Termination shall be effective on the date of termination of the Sponsorship Agreement and Landlord shall have the rights and remedies stated under section 18.2 in the event of such termination.

19.2 The University is a government entity of the State of Idaho and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho or the University beyond the term of any particular appropriation of funds by the State of Idaho's Legislature or the United States government as may exist from time to time. University's obligations hereunder, including without limitation any early termination fee or "buyout", shall be terminable in the event of a non-appropriation or materially reduced appropriation or allotment of funding by the State of Idaho's Legislature or the United States government, a significant or material reduction in funding receipts from the State of Idaho or the United States government, and/or a required "holdback" or "clawback" in spending issued by the Governor of the State of Idaho, the President of the United States, or their designees (each, a "Nonappropriation Event"). Upon the occurrence of any Nonappropriation Event, the University reserves the right to immediately terminate this Agreement in whole or in part if, in the University's sole judgment, such Nonappropriation Event causes the University to be unable to fulfill its obligations under this Agreement, by providing written notice to Tenant of the

occurrence of a Nonappropriation Event and a date of termination. The Agreement shall automatically terminate on the stated termination date, or if no date is stated, on the 10th calendar day following the date of notice and all Landlord shall have the rights and remedies stated under Section 18.2. No early termination fee or buyout penalty shall be due by the University in the event of a termination for fiscal necessity.

20 **Environmental.**

20.1 In addition to and without limiting the scope of any other indemnities provided under this Lease, Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against any and all demands, losses, costs, expenses, damages, bodily injury, wrongful death, property damage, claims, cross-claims, charges, action, lawsuits, liabilities, obligations, penalties, investigation costs, removal costs, response costs, remediation costs, natural resources damages, governmental administrative actions, and reasonable attorneys' and consultants' fees and expenses arising out of, directly or indirectly, in whole or in part, or relating to (i) the release of Hazardous Materials by Tenant or the it Affiliates, (ii) the violation of any Hazardous Materials laws by Tenant or it Affiliates, or (iii) the use, storage, generation or disposal of Hazardous Materials in, on, about, or from the Property by Tenant or its Affiliates (the items listed in clauses (i) through and including (iii) being referred to herein individually as a "**Tenant Release**" and collectively as the "**Tenant Releases**").

20.2 If Tenant discovers that any spill, leak, or release of any quantity of any Hazardous Materials has occurred on, in or under the Property, Tenant shall promptly notify all appropriate governmental agencies and Landlord. In the event such release is a Tenant Release, Tenant shall (or shall cause others to) promptly and fully investigate, cleanup, remediate and remove all such Hazardous Materials as may remain and so much of any portion of the environment as shall have become contaminated, all in accordance with applicable government requirements, and shall replace any removed portion of the environment (such as soil) with uncontaminated material of the same character as existed prior to contamination. Within twenty (20) days after any such spill, leak, or release, the party responsible for the remediation of such release shall give the other party a detailed written description of the event and of such responsible parties investigation and remediation efforts to date. Within twenty (20) days after receipt, such responsible party shall provide the other party with a copy of any report or analytical results relating to any such spill, leak, or release. In the event of a release of Hazardous Material in, on, or under the Property by the Tenant Related Parties, Tenant shall not be entitled to an abatement of Rent during any period of remediation.

20.3 **Hazardous Materials** shall mean any substance:

(a) which is flammable, explosive, radioactive, toxic, corrosive, infectious, carcinogenic, mutagenic, or otherwise hazardous and which is or becomes regulated by any governmental authority, agency, department, commission, board or instrumentality of the United States, the state in which the Property is located or any political subdivision thereof;

(b) which contains asbestos, organic compounds known as polychlorinated biphenyls; chemicals known to cause cancer or reproductive toxicity or petroleum, including crude oil or any fraction thereof; mold; or which is or becomes defined as a pollutant, contaminant, hazardous waste, hazardous substance, hazardous material or toxic substance under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6992k; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Authorization Act of 1994, 49 U.S.C. §§ 5101-5127; the Clean Water Act, 33 U.S.C. §§ 1251-1387; the Clear Air Act, 42 U.S.C. §§ 7401-7671q; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692; the Safe Drinking Water Act, 42 U.S.C. §§ 300f to 300j-26; the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §§ 11001-11050; and any provision of the Idaho Code or Idaho Administrative Code, as any of the same have been or from time to time may be amended; and any similar federal, state and local laws, statutes, ordinances, codes, rules, regulations, orders or decrees relating to environmental conditions, industrial hygiene or Hazardous Materials on the Property, including all interpretations, policies, guidelines and/or directives of the various governmental authorities responsible for administering any of the foregoing, now in effect or hereafter adopted, published and/or promulgated;

(c) the presence of which on the Property requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; or

(d) the presence of which on the Property causes or threatens to cause a nuisance on the Property or to adjacent properties or poses or threatens to pose a hazard to the health and safety of persons on or about the Property.

"Hazardous Materials" includes, without limitation, any hazardous or toxic substance, material, or waste which now is or at any time hereafter becomes regulated or restricted by any governmental authority having jurisdiction over the Property, and any petroleum products or byproducts, asbestos (in any form), chemicals, gases, or any other material or substance which upon exposure or ingestion may reasonably be anticipated to pose a hazard to the health or safety of the anticipated occupants of, or visitors to, the Property.

21 **Access to the Leased Premises.**

Tenant agrees to permit Landlord and/or its authorized representatives to enter the Leased Premises upon 24 hours prior notice at all times during usual business hours for the purpose of inspecting the same. Tenant and Landlord will cooperate with regard to provision of access to Tenant employees and Tenant employees may be required to comply with University Policy 7005 (Background Verifications) and University Policy 7035 (University Affiliates) in order to gain access to certain University facilities, upon request by Landlord. Tenant further covenants and agrees that Landlord or any person authorized by Landlord may enter the Leased Premises during normal business hours, or after hours (with appropriate security measures and only in the presence of a Tenant representative except in the case of emergencies if no Tenant representative is available and provided Tenant is notified prior to entry), in order to make any necessary

repairs to the Leased Premises or perform work therein: (a) which may be necessary to comply with any Legal Requirements; (b) which Landlord deems necessary to prevent waste to or deterioration of the Leased Premises if Tenant fails to make those repairs which it is obligated to make hereunder following written demand from Landlord; (c) which may be necessary in an emergency situation (in which event no prior notice shall be required); or (d) which Landlord may deem necessary in the course of performing any remodeling, construction, or other work in any portion of the Building, including, without limitation the space occupied by Landlord or another tenant adjacent to, above, or below the Leased Premises. Nothing herein shall imply any duty on the part of Landlord to do any work which Tenant is obligated to perform under this Lease. No exercise by Landlord of any rights herein reserved shall entitle Tenant to damages for any injury or inconvenience occasioned thereby, or to any abatement of Rent.

22 **Other Tenants.**

Landlord reserves the absolute right to effect such other tenancies in the Building as Landlord, in its sole discretion, deems desirable. Tenant does not rely on any representation, nor does Landlord represent, that any specific business, tenant, or number of tenants will occupy any space in the Building or any neighboring property or buildings.

23 **Subordination; Nondisturbance; Attornment**

This Lease shall be subordinate to the lien of any Mortgage now or hereafter placed against the Property, and to all renewals, modifications, amendments, consolidations, replacements and extensions thereof. Tenant shall execute such documents as may be required by Landlord to confirm such subordination or priority within ten (10) business days after request, provided that the Mortgagee relying on such subordination agrees to execute and deliver to Tenant a subordination, nondisturbance and attornment agreement ("**SNDA**"), so long as Tenant is not in default under this Lease and no event has occurred which with the passage of time or the giving of notice or both would constitute such a default. If this Lease is junior to any Mortgage, Landlord shall, prior to the execution of this Lease, provide Tenant with a fully executed SNDA or such other form as reasonably requested from the holder of the Mortgage as a condition to Tenant's proceeding under this Lease. This Lease shall be deemed prior to any Mortgage if the Mortgagee concerned gives written notice of such election to Tenant. Tenant recognizes that Landlord's ability from time to time to obtain financing for the Premises may in part be dependent upon the acceptability of the terms of this Lease to the Mortgagee concerned. Accordingly, Tenant agrees that from time to time it shall, if so requested by Landlord and if doing so will not materially or adversely affect Tenant's interest hereunder (as reasonably determined by Tenant), join with Landlord in amending this Lease so as to meet the needs or requirements of any Mortgagee which is considering making or which has made a loan secured by any part of the Property. Any sale, assignment, or transfer of Landlord's interest under this Lease or in the Property, including any disposition resulting from Landlord's default under a debt obligation, shall be subject to this Lease, and Tenant shall attorn to Landlord's successors and assigns and shall recognize such successors and assigns as the landlord under this Lease regardless of any rule of law to the contrary or the absence of privity of contract. Subject to the

provisions of Section 13.1 pertaining to Transfers, Landlord shall, upon reasonable request, execute and deliver an SNDA to a transferee hereunder.

24 Mortgagee Protection Clause.

24.1 Tenant agrees to give any Mortgagee, by registered mail, a copy of any notice of default served upon Landlord, provided Tenant has been notified in writing (by way of notice of assignment of rents and leases or otherwise) of the address of such Mortgagee. Tenant further agrees that if Landlord fails to cure such default within the time provided for in this Lease, such Mortgagee shall have an additional thirty (30) days within which to cure such default, or, if such default cannot be cured within thirty (30) days, such additional time as may be necessary, provided Mortgage is diligently pursuing the remedies necessary to cure such default (including, without limitation, commencement of foreclosure proceedings, if necessary to effect such cure). "**Mortgagee"** shall mean any holder of, or any beneficiary under any mortgage, deed of trust, or other similar security interest which encumbers the Property or any part thereof.

25 Quiet Enjoyment.

Provided Tenant complies with the provisions of this Lease, Tenant shall peaceably and quietly enjoy the Leased Premises for the Term hereof.

26 Surrender of Premises.

Upon the expiration or termination of this Lease, Tenant shall surrender the Leased Premises in the same condition as existed on the Commencement Date, reasonable wear and tear excepted, and shall deliver all keys to Landlord. Before surrendering the Leased Premises, Tenant shall, in accordance with the terms of this Lease: (a) remove all of its personal property, trade fixtures, signs, and such alterations or additions to the Leased Premises made by Tenant as may be specified for removal by Landlord, (b) repair any damage caused by such property or the removal thereof; (c) leave the Leased Premises in a clean and orderly condition; and (d) schedule a joint inspection with Landlord to insure that the Leased Premises are in an acceptable condition. If Tenant fails to remove its personal property and fixtures upon the expiration of this Lease, the same shall be deemed abandoned and shall become the property of Landlord.

27 Holding Over.

Any holding over after the expiration of the Term hereof shall be construed to be a tenancy from month-to-month at a Monthly Rent rate equal to one hundred fifty percent (150%) of the Monthly Rent rate in effect on such expiration date (prorated on a monthly basis), and on all other terms and conditions herein set forth except for those terms which are inconsistent with a month-to-month tenancy.

28 **Attorneys' Fees.**

If at any time during the Term of this Lease either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions of this Lease or any default hereunder, then the non-prevailing Party in such action or proceeding agrees to reimburse the prevailing Party for the reasonable expenses of such action, including reasonable attorneys' fees, incurred by the prevailing Party. All fees due hereunder shall be paid whether or not such litigation is prosecuted to judgment.

29 **Past Due Sums; Failure to Provide Certificates or Reports.**

29.1 **Past Due Sums**. If Tenant fails to pay, when the same is due and payable, any Rent or other sums required to be paid hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the lesser rate of 5.00% per annum, or the highest rate permitted by law. In addition, each installment of Rent not paid when due shall be subject to a one-time late payment fee of either five percent (5%) of the Monthly Rent or one hundred fifty dollars ($150.00), whichever is greater, to compensate Landlord for costs of notification and collection. In the event any sums due from Tenant are tendered by a check which is returned to Landlord for insufficient funds or other reasons, Tenant shall pay to Landlord a fifty dollar ($50.00) returned-check charge immediately upon demand.

29.2 **Failure to Provide Certificates or Reports**. If Tenant fails to furnish Landlord, when due, with any copy or certificate of insurance which is required under Section 15.4, then Landlord shall have the right to assess, and Tenant shall pay, a late fee of one hundred dollars ($100.00) per day until the required copy or certificate is so furnished, from and after the tenth (10^{th}) business day following delivery of written notice to Tenant of such failure.

30 **Miscellaneous Provisions.**

30.1 **No Partnership**. Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of its business or otherwise.

30.2 **Force Majeure**. A Party shall be excused for any delay in the performance of any of its obligations hereunder when prevented from so doing by cause or causes beyond its control, including, without limitation, to fire, flood, epidemic, earthquake, explosion, act of God or public enemy, riot or civil disturbance, strike, labor dispute, war, terrorist threat or activity, any government law, order or regulation, or order of any court of jurisdiction (a "**Force Majeure**"). The financial condition, default, breach, or intentional or negligent act or omission of this Agreement by the Party seeking excuse from performance will not constitute a Force Majeure. Nothing herein shall excuse Tenant from paying Rent and other charges when due.

30.3 **No Waiver**. Failure of Landlord to demand the strict performance of any provision hereof or to exercise any option hereunder shall not be deemed a waiver of such thereof. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing and is signed by waiving Party.

30.4 **Notices**. Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered in person, via nationally recognized overnight courier, or sent by United States certified or registered mail, postage prepaid, to Landlord's or Tenant's Notice Address, as applicable. Notices shall be deemed given on the date immediately following deposit with the overnight courier or US Postal Service, or upon actual receipt, if earlier. As of the Commencement Date, the Notice Addresses are as set forth below, which may be modified from time to time by either Party in a writing delivered to the other Party:

LANDLORD:

Boise State University
1910 University Drive
Boise, Idaho 83725-1200
Attn: Jeff Banka, Deputy CFO
Email: jeffbanka@boisestate.edu

with a copy to:

Boise State University
1910 University Drive
Boise, Idaho 83725
Attn: General Counsel
Email: contracts@boisestate.edu

TENANT:

Westmark Credit Union
2520 Channing Way
Idaho Falls, Idaho 83404
Attn: Trevor Hansen
Email: thansen@westmark.org

with a copy to:

Janna Birch
477 Shoup Avenue, Suite 109
Idaho Falls, Idaho 83502
Email: jbirch@westmark.org

30.5 **No Recording**. Neither this Lease nor any memorandum of this Lease may be recorded without the mutual written consent of the Parties.

30.6 **Partial Invalidity**. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

30.7 **Brokers' Commission**. To the extent permitted by law, Tenant and Landlord represent and warrant to each other that there are no claims for brokerage commissions or finder's fees in connection with this Lease, and Landlord and Tenant agree to indemnify each other against and hold each other harmless from all liabilities arising from any such claim, including any attorneys' fees connected therewith.

30.8 **Number; Pronouns**. If there is more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof and shall have the same force and effect as if given by or to all such Tenants. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, a limited liability company, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one

Landlord or Tenant and to corporations, limited liability companies, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

30.9 **Successors and Assigns**. Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, heirs, successors, and assigns. Each provision to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by such provisions. In the event of any sale or assignment (except for purposes of security or collateral) by Landlord of the Building, the Property, the Leased Premises, or this Lease, Landlord shall, from and after the Commencement Date (irrespective of when such sale or assignment occurs), be entirely relieved of all of its obligations, which shall, as of the date of such sale or assignment or as of the Commencement Date, whichever is later, automatically pass to Landlord's successor-in-interest.

30.10 **Entire Agreement**. This Lease and the exhibits attached hereto, and the Sponsorship Agreement only as specifically referenced herein, constitute the entire agreement between the Parties. All exhibits mentioned in this Lease are incorporated herein by reference. No subsequent amendment to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed. Submission of this Lease for examination does not constitute an option for the Leased Premises and becomes effective as a Lease only upon execution and delivery thereof by the Parties. It is hereby agreed that this Lease contains no restrictive covenants binding on other tenants or exclusive use provisions in favor of Tenant. There are no representations or promises by either Party to the other except as are specifically set forth herein. This Lease supersedes and revokes all previous conversations, negotiations, arrangements, letters of intent, writings, brochures, understandings, and information conveyed, whether oral or in writing, between the Parties and their respective Affiliates. The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any section or paragraph.

30.11 **Recourse by Tenant**. Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the equity interest of Landlord in the Property for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord, in the event of any default or breach by Landlord under this Lease, and that no other assets of Landlord or its Affiliates shall be subject to levy, execution, or other process for the satisfaction of Tenant's remedies.

30.12 **Landlord's Approval**. The Parties intend that whenever Landlord's consent or approval is expressly or impliedly required by any provision of this Lease, such consent or approval may be granted or withheld arbitrarily in Landlord's sole discretion unless otherwise specifically stated in such provision. Notwithstanding anything to the contrary contained in this Lease, if any provision of this Lease expressly or impliedly obligates Landlord not to unreasonably withhold its consent or approval, an action for declaratory judgment or specific performance shall be Tenant's sole right and remedy in any dispute as to whether Landlord has breached such obligation.

30.13 **Time of Essence**. **TIME IS OF THE ESSENCE in the performance of each and every covenant, promise, and agreement contained herein**.

30.14 **Authority of Signatories**. Each person executing this Lease represents and warrants that he/she is duly authorized to execute and deliver the same on behalf of the entity for which he/she is signing and that this Lease is binding upon said entity in accordance with its terms.

30.15 **Certifications.** Landlord is prohibited by state law from entering into certain contractual agreements. Tenant hereby certifies that: (i) pursuant to Idaho Code Section 67-2346, if it is a company, if the total value of the contractual agreement exceeds one hundred thousand dollars ($100,000) and it employs ten or more persons, 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 sectionl8-3302(2)(d), Idaho Code; (ii) pursuant to Idaho Code Section 67-2359, if it is a company, it is not currently owned or operated by the People's Republic of China led by the Chinese communist party and will not for the duration of the Agreement be owned or operated by the People's Republic of China; and (iii) except to the extent this Agreement is a contract or commercial transaction that is subject to a federal law related to Medicaid or a contract with a hospital as defined in Idaho Code, Section 39-1301, it is not an abortion provider or an affiliation of an abortion provider under the No Public Funds for Abortion Act. The terms in this section defined in Idaho Code Section 67-2346, Idaho Code Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein. This certification is made solely to comply with the Idaho statutes referenced herein and to the extent such section does not contravene applicable State or federal law.

(Signatures begin on following page)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease dated effective as of the date first set forth above, which shall be the last date executed below.

LANDLORD:

BOISE STATE UNIVERSITY, a public higher education institution in the State of Idaho

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

WESTMARK CREDIT UNION, an Idaho nonprofit corporation

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Legal Description of Property

Legal Description of Property

A portion of that building constructed upon that parcel of land being all of Lot ____, Block ____ of _____ Subdivision _____, as depicted and described on the final plat thereof which plat was recorded _____, , in the official records of Ada County, Idaho as Instrument No. _____.

EXHIBIT B

Construction Obligations of Tenant

A. **General**. Pursuant to Section 5.1 of the Lease, this Exhibit sets forth the agreement between Landlord and Tenant respecting Tenant's Work. Capitalized terms used but not defined in this Exhibit shall have the meanings given such terms in the Lease.

B. **Tenant's Work**. Tenant's Work shall in all events comply with the Landlord's building standards, which shall be communicated to and provided to Tenant by Landlord prior to the commencement of Tenant's Work(the "**Building Standards**"). Tenant acknowledges receipt of a copy of the Building Standards. Tenant shall cause to be performed by Landlord or other contractors approved by Landlord all improvements to the Leased Premises required to prepare the same for Tenant's use and occupancy ("**Tenant's Work**"). In addition to Landlord's approval described below, all Preliminary Plans, Plans and any revisions related to Tenant's Work must be approved and comply with any applicable requirements by the Permanent Building Fund Advisory Council Policies and Idaho Division of Occupational and Professional License ("**IDOPL**").

(1) **Preliminary Plans.** No later than five (5) business days after the date of execution of this Lease, Tenant, at its sole cost and expense, shall provide Landlord with schematic plans and outline specifications for the improvements to the Leased Premises (the "**Preliminary Plans**") in sufficient detail (as reasonably determined by Landlord) for prior written approval by Landlord.

(2) **Plans**. Following receipt of Tenant's schematic plans and outline specifications as described in Paragraph B(1) above, Tenant, at the cost and expense of Tenant, shall cause to be prepared and delivered to Landlord plans and specifications ("**Plans**") for Tenant's Work. The Plans shall include a floor plan layout showing all partitions, lighting, electrical, and telephone outlets and other improvements desired by Tenant which have been approved by Landlord. Tenant's failure to notify Landlord of changes to the Plans within five (5) days of receipt shall constitute approval of the Plans by Tenant. Tenant shall not object to any logical development or refinement of the Preliminary Plans or any change from the Preliminary Plans or prior versions of the Plans: (a) required to make Tenant's Work conform to applicable Legal Requirements; (b) necessary to avoid structural alterations to the Building; (c) necessary to avoid substantial alterations to the mechanical, electrical and heating, ventilating and air-conditioning systems of the Building (collectively, "**Building Systems**"); or (d) required to comply with Building Standards. Subject to the compliance with the foregoing requirements, Landlord may request reasonable changes in the Plans; provided no proposed change shall alter the size or configuration of the Leased Premises, or render the Leased Premises or the Building to be in violation of any applicable Legal Requirements. Tenant shall pay any additional costs required to implement any such changes, including without limitation, design and architectural fees, construction costs and costs of delay.

C. **Construction**. Upon final approval of the Plans by Landlord, which may include approval by the Idaho State Division of Public Works, or the Permanent Building Fund Advisory Council, if required, Tenant's Work shall be performed by Tenant, by a licensed contractor

selected in writing by Tenant from a written list of approved contractors provided to Tenant by Landlord. Tenant shall be solely responsible to see that the Tenant's Work is completed in a good and workmanlike manner and strictly in full compliance with the Plans. Once installed, Tenant's Work shall be a part of the Leased Premises and the sole property of Landlord. Tenant's contractor will need to have Performance and Payment bonds equal to 100% of the contract sum if the contract is over $50K and all insurance required by the State of Idaho for its public works projects, including Builder's Risk, naming the State of Idaho and Boise State as additional insureds. All contractors must be approved by Boise State.D. **Costs**. The cost of Tenant's Work shall be the sole responsibility to Tenant including the actual cost of construction (including the overhead and profit of Landlord's contractor), construction management fees and expenses, the cost of all permits and approvals, and all design costs and other charges. Further, Tenant's interior furnishings (including telephones), furniture, telephone and other office systems equipment and all moveable equipment shall be the sole responsibility of Tenant. All of Tenant's Work and Tenant's installation of interior furnishings and equipment shall be coordinated Landlord and shall be subject to direction by Landlord, Landlord's Representative (as defined below) or Landlord's contractors in such manner as to maintain harmonious labor relations and not damage the Building or the Leased Premises, interfere with other occupants or tenants in the Building or the Building's operations.

E. **Tenant Delays**. If Tenant fails to Substantially Complete Tenant's Work on or before the Commencement Date in accordance with and in the condition required by this Exhibit B and the Lease and such failure is due to any act, omission, delay or default by Tenant, its employees, agents or other approved contractors selected by Tenant, including, without limitation, any delays by Tenant in the submission of Preliminary Plans, or in approving final Plans ("**Tenant Delay**"), then Landlord may deem the Leased Premises to be Substantially Completed effective as of the date the Leased Premises would have been Substantially Completed but for items directly affected by such Tenant Delay as reasonably determined by Landlord taking into account all of the circumstances (the "**Tenant Delay Completion Date**") and Tenant's obligation under this Lease, including without limitation, the obligation to pay Rent shall nonetheless commence on the date which the Lease would have otherwise commenced save said Tenant Delays (which shall in such case be the Commencement Date). "**Substantially Complete**" or "**Substantial Completion**" shall mean the date upon which Tenant receives a temporary certificate of occupancy from the applicable governmental authorities for Tenant's Work.

F. **Access by Tenant Prior to Commencement of Term**. Landlord at its discretion may permit Tenant and its agents to enter the Leased Premises prior to the Commencement Date to prepare the Leased Premises for Tenant's use and occupancy. Any such permission to enter the Leased Premises shall constitute a license only and shall not constitute entry pursuant to the Lease. Any entry shall be subject to the satisfaction of the following ongoing conditions by Tenant: (i) working in harmony with Landlord and Landlord's agents, contractors, workmen, mechanics and suppliers and with other tenants and occupants of the Building; (ii) obtaining in advance Landlord's approval of the contractors proposed to be used by Tenant; (iii) providing, in advance of any work, security satisfactory to Landlord for the completion thereof; (iv) providing, upon completion of work and/or payment for work, the contractor's affidavit for the proposed work and the waivers of lien from the contractor and all subcontractors and suppliers of material; and (v) furnishing Landlord with such insurance or bond as Landlord may require against liabilities

that may arise out of such entry. Landlord shall have the right to withdraw such license for any reason upon twenty-four (24) hours written notice to Tenant. Landlord shall not be liable in any way for any injury, loss or damage that may occur to any of Tenant's property or installations in the Leased Premises prior to the Commencement Date, unless caused entirely by the gross negligence or willful misconduct of Landlord or Landlord's representatives. Tenant shall protect, defend, indemnify and save harmless Landlord from all liabilities, costs, damages, fees and expenses arising out of the activities of Tenant or its agents, contractors, suppliers or workmen in the Leased Premises or the Building, unless caused by the gross negligence or willful misconduct of Landlord or Landlord's representatives. Any entry and occupation permitted under this Paragraph shall be governed by the terms of the foregoing license to enter.

G. **Parties' Representatives**. Tenant designates Trevor Hansen or his designee to act as Tenant's representative ("**Tenant's Representative**") with respect to all approvals, directions, and authorizations pursuant to this Exhibit B. Landlord designates Evan Danforth or his designee to act as Landlord's representative ("**Landlord's Representative**") with respect to all approvals, directions, and authorizations pursuant to this Exhibit B.

F. **Avoidance of Labor Disputes**. During Tenant's construction of Tenant's Work, Tenant agrees to conduct its labor relations so as to minimize the chances of strikes, picketing, and boycotts which could delay completion of Tenant's Work or affect any other construction then occurring in the Building or on the Property. Tenant shall ensure that any pickets or boycotts resulting from such labor disputes are sufficiently contained within the Leased Premises so as to avoid a secondary boycott or picket line which could affect other construction then occurring in the Building or on the Property. Tenant also agrees to include within any construction contract it may execute, language requiring the general contractor to, in the event of a labor dispute: (a) find alternative labor to complete Tenant's Work on schedule; or (b) terminate the construction contract and cease its activities as general contractor for Tenant's Work. Such construction contract shall also contain language permitting Landlord to terminate such contract on behalf of Tenant if Landlord determines that strikes or picket lines relating to such general contractor, or the methods of construction employed by such general contractor, are having an adverse effect on the other construction then occurring in the Building or on the Property. This Section shall also apply to Tenant's construction of any Tenant Alterations.

Exhibit C

Rules and Regulations

The rules set forth in this Exhibit are a part of the foregoing Lease Agreement ("**Lease**"). Whenever the term "**Tenant**" is used in these rules, such term shall be deemed to include Tenant and Tenant's Occupants. The following rules may from time to time be modified by Landlord in the manner set forth in the Lease. The terms capitalized in this Exhibit shall have the same meaning as set forth in the Lease. In the event of any material conflict between these Rules and Regulations and the foregoing provisions of the Lease, said provisions of the Lease shall be deemed controlling.

1. **Obstruction**. Any sidewalks, entries, exits, passages, corridors, halls, lobbies, stairways, elevators or other common facilities of the Building shall not be obstructed by Tenant or used for any purpose other than ingress or egress to and from the Leased Premises. Tenant shall not place any item in any of such locations, whether or not such item constitutes an obstruction, without the prior written consent of Landlord. Landlord may remove any obstruction or any such item with notice to Tenant and at the sole cost of Tenant. Any sidewalks, entries, exits, passages, corridors, halls, lobbies, stairways, elevators or other common facilities of the Building are not for the general public, and Landlord shall in all cases retain the right to control and prevent access to them by all persons whose presence, in the judgment of Landlord, would be prejudicial to the safety, character, reputation or interests of the Property or Landlord's tenants. Tenant shall not go on the roof of the Building other than as permitted by the provisions of the Lease.

2. **Deliveries**. All deliveries and pickups of supplies, materials, garbage and refuse to or from the Leased Premises shall be made only through such access as may be designated by Landlord for deliveries and only during the ordinary business hours of the Building. Tenant shall not obstruct or permit the obstruction of such access. Tenant shall be liable for the acts and omissions of any persons making such deliveries or pickups.

3. **Moving**. Furniture and equipment shall be moved in and out of the Building only through such access as may be designated by Landlord for deliveries and then only during such hours and in such manner as may be prescribed by Landlord. If Tenant's movers damage any part of the Improvements, Tenant shall pay to Landlord within thirty days after written demand the amount required to repair such damage.

4. **Heavy Articles**. No safe or article, the weight of which may, in the reasonable opinion of Landlord, constitute a hazard of damage to the Building, shall be moved into the Leased Premises. Other safes and heavy articles shall be moved into, from or about the Building only during such hours and in such manner as shall be prescribed by Landlord, and Landlord may designate the location of such safes and articles.

5. **Building Security**. On legal holidays, on Sunday through Thursday between the hours of 10:00 p.m. that evening and 7:00 a.m. the following day, and on Friday and Saturday

between the hours of 6:00 p.m. that evening and 7:00 a.m. the following day access to the Building, the halls, corridors, elevators or stairways in the Building or to the Leased Premises may be refused unless the person seeking access is known to the person or employee of the Building in charge or has a pass and is properly identified. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the event of an invasion, mob, riot, public excitement or other commotion, Landlord reserves the right to temporarily prevent access to the Building during the continuance of the same by closing the doors of the Building or any other reasonable method, for the safety of the tenants and protection of the Building and property in the Building. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building. Tenant shall be entitled to receive a number of key cards, free of charge, for after-hours access to the Building equal to the actual number of Tenant's employees working in the Leased Premises. Replacements cards for any key cards that are lost or stolen may be issued by Landlord for a handling fee to be reasonably determined by Landlord, but such fee will not be less than $10.00 per replacement card. All employees of Tenant must apply for Affiliate status with Landlord for access to the Building.

6. **Pass Key**. The janitor of the Building may at all times keep a pass key to the Leased Premises, and such janitor shall at all times be allowed admittance to the Leased Premises. Landlord and its agents may retain a pass key to the premises and shall have the right to enter the premises at any and all times for the purpose of servicing and examining the same.

7. **Locks, Access Cards and Keys**. No additional lock or locks shall be placed by Tenant on any door in the Building and no existing lock shall be changed unless written consent of Landlord shall first have been obtained. A reasonable number of access cards and keys to the toilet rooms in the Common Areas, if locked by Landlord, will be furnished by Landlord, and Tenant shall not have any additional access cards or keys made, provided Tenant or its employees may be required to comply with University Policy 7005 and Policy 7035, upon request of Landlord. At the termination of this tenancy, Tenant shall promptly return to Landlord all access cards and keys to offices and toilet rooms and provide Landlord with all combinations and keys for any locks, safes, cabinets, and vaults remaining in the Leased Premises. Tenant shall keep the doors of the Leased Premises closed and securely locked when Tenant is not at the Leased Premises.

8. **Use of Water Fixtures**. Water closets and other water fixtures shall not be used for any purpose other than that for which the same are intended. No foreign substances of any kind shall be placed in them, and any damage resulting to the same from use on the part of Tenant shall be paid for by Tenant. No persons shall waste water by tying back or wedging the faucets or in any other manner.

9. **No Animals; Excessive Noise; Odor**. No animals shall be allowed in the Building, other than guide dogs for hearing or vision-impaired persons. No persons shall disturb the occupants of the Building or adjoining buildings or space by the use of any electronic equipment or musical instrument or by the making of loud or improper noises. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the premises.

10. **Bicycles**. Bicycles and other vehicles shall not be permitted anywhere inside or on the sidewalks outside of the Building, except in those areas designated by Landlord for bicycle parking.

11. **Trash**. Tenant shall not allow anything to be placed on the outside of the Building, nor shall anything be thrown by Tenant out of the windows or doors, or down the corridors or ventilating ducts or shafts, of the Building. All trash and refuse shall be placed in receptacles provided by Landlord for the Building or by Tenant for the Leased Premises.

12. **Exterior Windows, Walls and Doors; Obstruction of Windows**. No window shades, blinds, curtains, shutters, screens or draperies shall be attached or detached by Tenant and no awnings shall be placed over the windows without Landlord's prior written consent. The sash doors, windows, and doors that reflect or admit light and air into the halls, passageways or other public places in the building shall not be covered or obstructed by any tenant, nor shall any bottles, parcels or other articles be placed on the windowsills or perimeter fan coil consoles.

13. **Hazardous Operations and Items**. Tenant shall not install or operate any steam or gas engine or boiler, or carry on any mechanical business in the Leased Premises without Landlord's prior written consent. Tenant shall not use or keep in the Leased Premises or the Building any space heaters (whether electric or otherwise), kerosene, gasoline or other inflammable or combustible fluid or material, or use any method of heating or air-conditioning other than that supplied by Landlord. No tenant, and no servants, employees, agents, visitors or licensees of any tenant, shall at any time bring or keep upon the premises any inflammable, combustible or explosive fluid, chemical or substance.

14. **Hours for Repairs, Maintenance and Alteration**. Any repairs, maintenance, and alterations required or permitted to be done by Tenant under the Lease shall be done only during the ordinary business hours of the Building unless Landlord shall have first consented in writing to such work being done at other times. If Tenant desires to have such work done by Landlord's employees on Saturdays, Sundays, holidays or weekdays outside of ordinary business hours, Tenant shall pay the extra cost for such labor.

15. **No Defacing of Leased Premises**. Except as permitted by Landlord by prior written consent, Tenant shall not mark on, paint signs on, cut, drill into, drive nails or screws into, or in any way deface the walls, ceilings, partitions or floors of the Leased Premises or of the Building, and any defacement, damage or injury directly or indirectly caused by Tenant shall be paid for by Tenant. Pictures or diplomas shall be hung on tacks or small nails; Tenant shall not use adhesive hooks for such purposes. Landlord hereby approves of Tenant's installation of its furniture and workstations, which will be attached to the walls and floor of the Premises. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the building nor placed in the halls, corridors, or vestibules without the prior written consent of Landlord. Chair mats shall be placed under all desk chairs located on carpet.

16. **Solicitation; Food and Beverages**. Landlord reserves the right to restrict, control or prohibit canvassing, soliciting, and peddling within the Building. Tenant shall not grant any concessions, licenses or permission for the sale or taking of orders for food or services or merchandise in the Leased Premises, install or permit the installation or use of any machine or

equipment for dispensing food or beverage in the Building, nor permit the preparation, serving, distribution or delivery of food or beverages in the Leased Premises, without the prior written approval of Landlord and only in compliance with arrangements prescribed by Landlord. Only persons approved by Landlord shall be permitted to serve, distribute, or deliver food and beverage within the Building or to use the public areas of the Building for that purpose. No cooking shall be done or permitted by Tenant on the Leased Premises. Tenant may use a microwave oven and coffee pot in connection with its use of the Leased Premises, and install vending machines in the breakroom of the Premises for use by Tenant's employees.

17. **Advertising**. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's reasonable opinion, tends to impair the reputation of the building or their desirability for offices and upon written notice from Landlord, the tenants shall refrain from or discontinue such advertising.

18. **Signs; Directory**. Tenants are prohibited from displaying any sign, picture, advertisement or notice on the inside or outside of the building, or the premises, except the usual name signs on the doors leading to the premises, which shall conform to the requirements of the management of the building, and excepting also the name strips on the directory board of the building. The directory board of the building will be maintained by Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to the tenant.

19. **Building Name**. Landlord may, without notice or liability to Tenant, name the Building and change the name, number, or designation by which the Building is commonly known, to any name other than that of a competitor of Tenant. Tenant shall not use the name of the Building for any purpose other than the address of the Building.

20. **Expulsion**. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

21. **Public Areas; Use of Building**. Landlord may control and operate the public portions of the Building, and the public facilities, and heating and air-conditioning, as well as facilities furnished for the common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally, but in any event in accordance with that of a first class office building. The premises shall not be used for lodging or sleeping.

22. **Tenant Requests**. The requirements of tenants will be attended to only upon application at the office of the building. Building employees shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of the building.

23. **Further Rules**. Landlord reserves the right to make such other and further Rules and Regulations as in its judgment may from time to time be needful and proper, and upon delivery of the same to the tenants they shall become binding upon the parties hereto, provided

the same do not materially increase Tenant's obligations under the Lease or materially decrease Tenant's rights thereunder, and are applicable to all tenants of the Building.

ATTACHMENT 1

Exhibit D

Depiction of Leased Premises

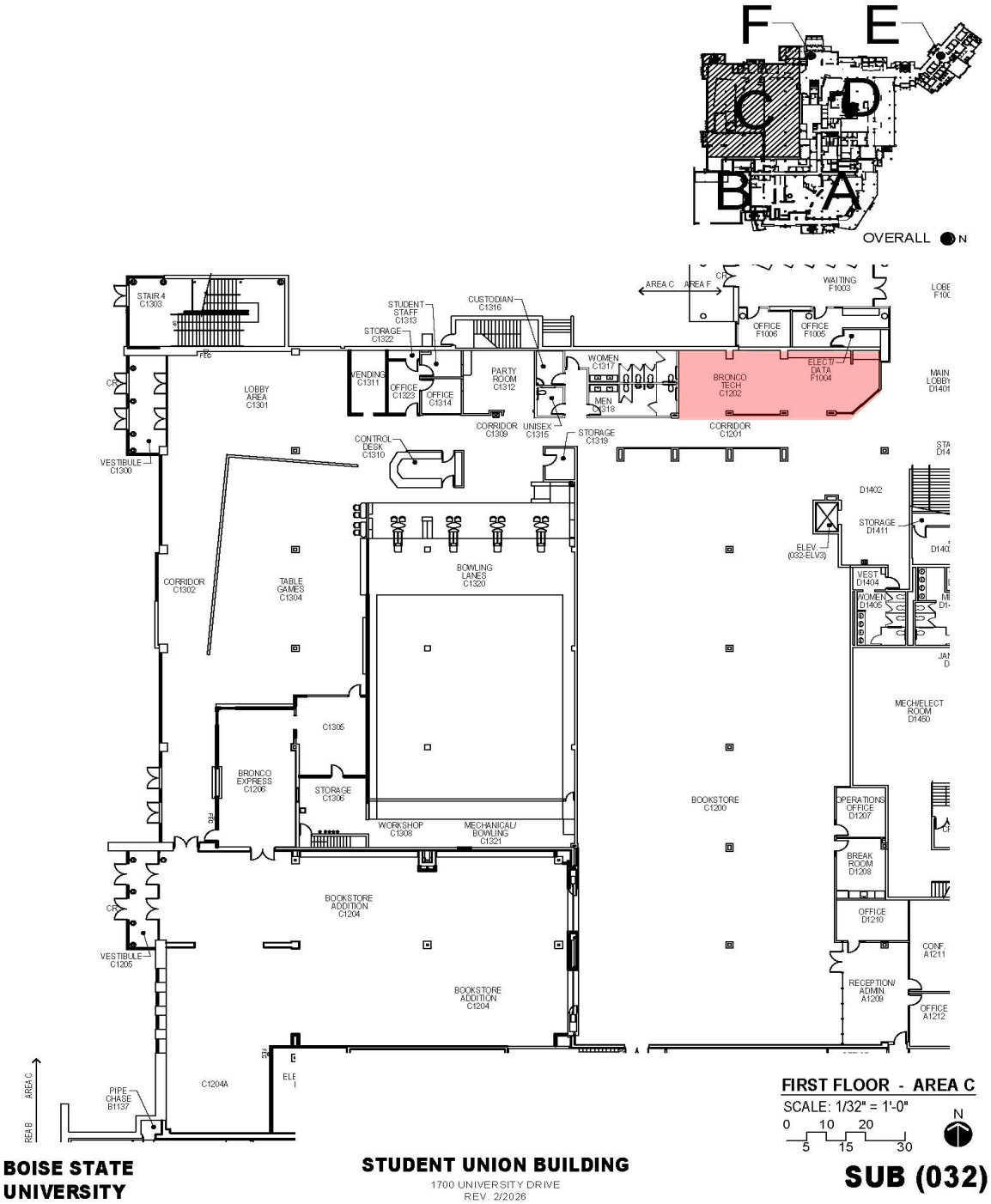


Exhibit E

Form of Tenant's Certificate

Lease Agreement dated effective ___, 2026 BOISE STATE UNIVERSITY, a public higher education institution in the State of Idaho, whose business address is 1910 University Drive, Boise, Idaho 83725-1200 (the "**Landlord**"), and WESTMARK CREDIT UNION, an Idaho nonprofit corporation, whose business address is 2520 Channing Way, Idaho Falls, ID 83404 ("**Tenant**") regarding that certain floor area containing 882 rentable square feet, ("**Leased Premises**"), in the Student Union Building located on the main campus of Boise State University, located at 1700 W University Dr., Boise, Idaho 83725 ("**Building**") on the real property legally described in the Lease ("**Property**"). .

The undersigned, Tenant under the above Lease, certifies as follows:

1. The Lease is presently in full force and effect and has not been assigned, modified, supplemented or amended except as indicated at the end of this certificate, and ratifies the same;

2. The undersigned has accepted possession of such Premises, any improvements required by the terms of the Lease to be made by Landlord have been completed to the satisfaction of the undersigned and all other conditions and obligations under the Lease to be performed by Landlord have been satisfied;

3. The Commencement Date of the Lease is _____;

4. The Initial Term is _____ and will expire on _____, with one option to renew for a five (5) year term;

5. The Monthly Rent due under the Lease is: $_____, and has been paid through _____;

6. There is currently $_____ of Additional Rent due under the Lease;

7. No rent under the Lease has been paid more than thirty (30) days in advance of its due date and all Monthly Rent and Additional Rent have been paid through _____, 20__;

8. The security deposit paid by Tenant to Landlord is $_____;

9. The address for notices to be sent to the undersigned is as set forth in the Lease, or set forth below; and

11. The undersigned, as of this date, has no charge, lien, claim, defense or offset under the Lease or otherwise, against rents or other charges due or to become due thereunder.

Dated as of the date written below.

TENANT: WESTMARK CREDIT UNION,
an Idaho nonprofit corporation

By:_____

Its:_____

Date:_____

Address:

_____

_____

_____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of March, 2026, before me, _____, a Notary Public in and for said State, personally appeared _____ known or identified to me to be the _____ of _____ or the person who executed the instrument on behalf of said _____ and acknowledged to me that such _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at _____
My commission expires _____

SUBJECT

Boise State University – Lease Amendment with BSU Foundation

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Policy V.I

BACKGROUND/DISCUSSION

In July 2024, the University entered into an updated Operating Agreement and Service Agreement with the Boise State University Foundation. In order to provide services to the University as contemplated under those agreements, the Foundation leases space from the University in its Alumni and Friends Center. The Parties originally entered into a one-year lease of the space and now seek to extend the term of the Lease to be coterminous with the Operating Agreement and Service Agreement. In addition, the Foundation will be expanding its leased space to include additional office space being vacated by the University. The Lease, as amended, is from July 1, 2024 through June 30, 2027. The total rent over the term is a fair market rate of $700,000 annually for the first two years and $766,718 for the third year in consideration of the expanded premises, which is approximately $2,166,718 over the term of the Lease, as amended, to be paid by the Foundation to the University.

IMPACT

The co-location of the Foundation on campus helps to ensure alignment between the Foundation and the University and connection in furtherance of the partnership between the two entities.

ATTACHMENTS

Attachment 1 – Lease Amendment
Attachment 2 – AFC Lease Agreement

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed Boise State University's (BSU) request to enter into a lease amendment with the BSU Foundation for space within the Alumni and Friends Center. The amendment extends the lease term and expands the BSU Foundation's leased premises to align with the Operating Agreement and Service Agreement between the BSU and the BSU Foundation.

The amended lease term will run from July 1, 2024, through June 30, 2027**,** with annual rent set at $700,000 for the first two (2) years and $766,718 for the third year**,** totaling approximately $2,166,718 over the term. The BSU Foundation leases space within the Alumni and Friends Center to support its operations and services provided to the BSU under the related agreements

The co-location of the BSU Foundation with BSU supports coordination of advancement and fundraising activities and helps maintain alignment between the University and the BSU Foundation

Board staff recommends approval.

BOARD ACTION

I move to authorize Boise State University to enter into Lease Amendment substantially in conformance with the Agreement attached hereto and authorize the President, Chief Financial Officer, or designee to execute the same.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

LEASE AMENDMENT NO. 1

THIS LEASE AMENDMENT NO. 1 (this "**Amendment**"), made and entered into with an effective date of July 1, 2025, by and between the Boise State University Foundation, Inc., an Idaho nonprofit corporation ("**Lessee**") and the State of Idaho, by and through Boise State University, 1910 University Drive, Boise, Idaho 83725 ("**Lessor**"), is an amendment to the original Lease Agreement ("**Lease Agreement**") between the Lessor and the Lessee dated effective as of July 1, 2024, for space in a building located on Boise State University's campus, commonly known as the Alumni and Friends Center ("**AFC**").

WITNESSETH

WHEREAS, the Parties desire to amend the Lease Agreement to extend the Term to be coterminous with the Operating Agreement and Service Agreement between the Parties; and

WHEREAS, the Parties desire to expand the Premises for Year 3 of the Term to include additional space located on the fourth floor of the AFC and increase the Rent to account for the additional space.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties, the Lease Agreement is hereby amended as follows:

1. DEFINITIONS. Any capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease Agreement.

2. AMENDMENT OF SECTION 2. Section 2 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

> 2. Term. The University demises the Premises for a three-year term commencing on the Effective Date, and ending on June 30, 2027 ("**Term**"), unless and until terminated in accordance with the terms and conditions contained in this Lease.

3. AMENDMENT OF SECTION 4. Section 4 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

> 4. Rent. The Foundation shall pay rent as follows during the Term of this Lease ("**Rent**"):

Lease Year	Annual Rent
Year 1 (July 1, 2024-June 30, 2025)	$700,000.00
Year 2 (July 1, 2025-June 30, 2026)	$700,000.00
Year 3 (July 1, 2026-June 30, 2027)	$766,718.00

> This is a full-service lease, except that the Foundation shall be responsible for any property taxes incurred for its use of the Premises and use taxes incurred for use of any equipment. In addition, Foundation shall be required to procure and maintain property insurance coverage for the Premises, as further described herein. For clarification, the rental rate includes use of the Premises on the terms and conditions outlined herein, including use of all furniture and equipment located on the Premises, as well as use of meeting and event spaces and parking as provided herein, and

includes routine repair, maintenance and custodial services and utilities, on the same terms and conditions as are provided to other University divisions and departments.

4. AMENDMENT OF EXHIBIT A. Exhibit A to the Lease Agreement is hereby deleted in its entirety and replaced with the attached Exhibit A.

5. COUNTERPARTS/ELECTRONIC SIGNATURES. This Amendment may be executed in exact counterparts and when so executed by the Parties shall be effective in accordance with the terms hereof. This Amendment may be executed and delivered by electronic means and thereupon this Amendment shall be treated in each case and in all manner and respects and for all purposes as an original and shall be considered to have the same binding legal effect as if it were an original manually-signed counterpart thereof delivered in person.

6. NO ADDITIONAL PROVISIONS IN THIS AMENDMENT. The Parties agree that all provisions of the original Lease Agreement, unless specifically hereby amended, shall remain in force during the period covered by this Amendment.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as set forth above.

LESSOR:

BOISE STATE UNIVERSITY

Date: _____ Signature: _____

Printed Name: _____

Title: _____

LESSEE:

BOISE STATE UNIVERSITY FOUNDATION, INC.

Date: _____ Signature: _____
Printed Name: Argia Beristain
Title: CEO

EXHIBIT A
DESCRIPTION OF PREMISES

As of the Effective Date, the Premises are located at the AFC, 1173 University Dr., Boise, Idaho, and includes all of the second floor, all of the third floor, and all of the fourth floor except rooms 404 and 407-411 currently occupied by University Communications and Marketing. Upon the University Communications and Marketing moving to another building as set forth below, the Premises shall be expanded to include all of floor 4.

Effective as of July 1, 2026 or on such sooner date as University's Communications and Marketing department relocates to another area of campus which shall occur no later than July 1, 2026, the Premises shall be expanded to include the entirety of the fourth floor of the AFC. Accordingly, Effective July 1, 2026, or such sooner date as provided in the foregoing sentence, as applicable, the Premises shall be located at the AFC, 1173 University Dr., Boise, Idaho, and include all of the second, third, and fourth floors thereof.

The Parties understand and agree that, from time to time, the University will request Loaned Employees providing Services to the University to be co-located with University employees within University Units. The corresponding office spaces where such Loaned Employees work shall be licensed to the Foundation and such license shall be included within the terms of this Lease as part of the Premises. The licensed office spaces are subject to change and relocation at the sole discretion of the University from time to time (the "**Licensed Spaces**").

The Premises shall include all non-Foundation owned furniture, fixtures, and equipment (including laptops, desks, and equipment) used by Loaned Employees and currently owned by the University and utilized by Foundation on the Premises or within the Licensed Spaces by Loaned Employees providing the Services.

EXECUTION VERSION

LEASE AGREEMENT

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

1. **Grant**. University hereby leases to the Foundation and the Foundation hereby leases from the University certain space in a building located on University campus, commonly known as the Alumni and Friends Center ("AFC"), together with certain office space throughout campus assigned to Loaned Employees who are providing services to the University's colleges and units from time to time and co-located in University spaces upon request by the University, and including all furniture, fixtures, equipment and all improvements thereon, as further described in Exhibit A attached hereto (the "**Premises**") on the terms and conditions in this Lease.

2. **Term; Renewal**. The University demises the Premises for a one-year term commencing on the Effective Date, and ending on June 30, 2025 ("**Term**"), unless and until terminated in accordance with the terms and conditions contained in this Lease.

3. **Termination or Modification**. This Lease shall terminate upon the earlier of: (a) mutual written agreement of the University and the Foundation; (b) termination pursuant to the terms of this Lease; or (c) termination of that certain Operating Agreement, dated effective July 1, 2024, by and between the Parties ("**Operating Agreement**"). Notwithstanding the foregoing, this Lease shall be subject to modification in the event the Services provided by the Foundation are materially modified in accordance with the Service Agreement dated effective July 1, 2024 between the Parties ("**Service Agreement**"). In addition, this Lease may be terminated by the University in the event of a material default by the Foundation of any terms and conditions in the Lease, Operating Agreement, or Service Agreement, by providing written notice of default setting forth the termination date to Foundation.

4. **Rent**. The Foundation shall pay rent in the amount of seven-hundred thousand and no/100s dollars ($700,000) annually for the Term of this Lease ("Rent"). This is a full-service lease, except that the Foundation shall be responsible for any property taxes incurred for its use of the premises and use taxes incurred for use of any equipment. In addition, Foundation shall be required to procure and maintain property insurance coverage for the Premises, as further described herein. For clarification, the rental rate includes use of the Premises on the terms and conditions outlined herein, including use of all furniture and equipment located on the Premises, as well as use of meeting and event spaces and parking as provided herein, and includes routine repair, maintenance and custodial services and utilities, on the same terms and conditions as are provided to other University divisions and departments.

5. **Use**. The Foundation will use the Premises to conduct its business operations in accordance with those services and operations described in the Operating Agreement and the Service Agreement. The Foundation will not use the Premises for any unlawful purpose. The

Premises are located on the campus of Boise State University and use of the Premises is subject to all applicable policies of Boise State University and the State Board of Education.

6. **Condition of Premises**. The Premises are being leased in "as is" condition, and the University will have no obligation to perform any work to prepare the Premises for the Foundation's use or occupancy. The Foundation's taking occupancy of the Premises will be conclusive evidence of the Foundation's acceptance of the Premises in their condition on the date of occupancy.

7. **Alterations**. The Foundation will not make any alterations, additions or improvements, in, to, on or about the Premises without first obtaining the written consent of the University's real estate officer, which consent may be withheld, delayed or conditioned as determined by the University to be in the best interests of the University. Alterations, additions, or improvements requested may incur a separate charge, on the same terms and conditions charges are assessed to Units of the University.

8. **Compliance with Laws**. The Foundation will comply with all statutes, ordinances, regulations, codes and other requirements of all governmental authorities now in force, or which may hereafter be in force, pertaining to the Premises or the use or occupancy thereof by the Foundation, as well as the terms and conditions of the Operating Agreement, Service Agreement, and any other agreement between the University and the Foundation.

9. **Assignment and Subletting**. The Foundation will not assign this Lease or sublet or grant any right to use the Premises or any part thereof to any other person without the prior written consent of the University, which consent may be withheld, delayed or conditioned as may be determined by the University to be in the best interests of the University. Any assignment or subletting without the University's consent will be void. Any transfer of any legal or beneficial interest in the Foundation, including by merger, consolidation or liquidation, will constitute an assignment of this Lease under this Section 9.

10. **Utilities; Custodial Services; Maintenance**. All applications and connections for sewer, water, gas, electricity, telephone, telecommunication and other utility services for use of the Premises will be made by the University, and the University will be solely liable for such charges as they become due. The University agrees to provide custodial services, building and grounds maintenance, ordinary and routine repairs on the Premises in the same fashion as provided for similar facilities owned by the University.

11. **Taxes and Assessments**. University is exempt from local property taxes. The Foundation will pay when due any and all taxes and assessments payable with respect to its leasehold interest of the Premises or otherwise connected with its use of the Premises, and with regard to any personal property located on the Premises and any business conducted thereon.

12. **Entry and Inspection**. The Foundation will permit the University or the University's agents to enter upon the Premises, at reasonable times and upon reasonable notice, for the purpose of inspecting the same, performing any obligations or exercising rights of the University as contemplated in this Lease.

13. **Use Event Space**. The Premises include certain reservable event spaces in and around the Alumni and Friends Center, including event spaces in rooms 106, 107, 123A, 123B, hall 121,

first-floor outdoor event spaces and event support spaces in rooms 109, 126, ,129, and 130 (collectively, the "Event Spaces"). As an AFC Tenant, the Foundation's Rent includes certain priority reservation privileges and the ability to reserve and utilize Event Spaces without room fees. Use of the Event Spaces shall be governed by that certain Memorandum of Agreement Alumni and Friends Center Event Space Management, dated April 26, 2024, incorporated herein by this reference and attached hereto as Exhibit B. It is understood and agreed that the Foundation is an AFC Tenant, as defined therein.

14. **Parking.** The AFC parking lot will be operated and maintained by the Boise State Department of Public Safety ("Public Safety"). The fees charged by Public Safety are subject to increase or decrease by the University, based on demand, management and space availability.

14.1 **AFC Staff Priority**. Staff working in the AFC will be provided with an option to purchase parking permits from Public Safety to park in the AFC parking lot at rates consistent with similar reserve lots on the University campus. Public Safety may sell parking permits for spaces not used by AFC staff.

14.2 **Visitor Use**. Ten (10) spaces in the AFC parking lot shall be permanently dedicated and marked for visitor use in close proximity to the entrance of the building.

14.3 **Board Member Use**. University will issue parking permits at no charge to active Foundation and Alumni Association Board members to allow them to attend board meetings, and gatherings at the AFC, and they will not be displaced from the AFC parking lot during Board and committee meeting times for any University events.

14.4 **Event Parking**. The University shall manage parking in the AFC parking lot. Excluding home football games, parking will be prioritized as: (1) Foundation and Alumni Association Events, (2) Presidential Events, (3) Concerts/Basketball games, and (4) Outside Events. For each event where the AFC Parking Lot is utilized for event parking, excluding home football games, the Parties hereby agree to share revenue attributable to the use of the AFC Parking Lot. The University shall pay to the Foundation a total amount of fifty percent of the total revenue collecting during event parking within thirty days following closing of the event, provided all such revenue shall be designated for the Alumni Relations fund or such other use mutually agreed upon by the Parties. Event parking for football games will be arranged through Boise State Athletics and the Boise State University Alumni Association, through the Boise State University Foundation.

15. **Indemnification of the University**. The University will not be liable for any injury (including death) to the Foundation, its directors, officers, employees, agents, contractors or invitees (each a "**Foundation Party**"), or damage to or destruction of any property, occurring on the Premises or any part thereof or arising out of the use or occupancy of the Premises by the Foundation or any Foundation Party, except to the extent cause by the gross negligence or willful misconduct of the University or its agents. The Foundation will indemnify and hold the University and its officers, employees and agents harmless from any action, cause of action, loss, cost, claim or expense, including reasonable attorneys' fees (collectively, "**Losses**"), arising out of the use or occupancy of the Premises by the Foundation or any Foundation Party or any breach by the Foundation of any provisions of this Lease, except to the extent caused by the gross negligence or willful misconduct of the University or its agents. The provisions of this Section 15 will survive the expiration or termination of this Lease.

EXECUTION VERSION

16. **Insurance**. At all times during the term of this Lease, Foundation shall maintain at its sole cost and expense, the following insurance policies in accordance with this Section 16:

A. Commercial rental insurance, "All-risk" or "special perils" property insurance covering physical loss or damage insuring the full replacement value of all present and future Alterations, leasehold improvements, and all items of Foundation-Owned Property to a limit of not less than the full replacement value thereof.

B. Commercial general liability insurance in respect of the Premises and the conduct or operation of business therein with a limit of not less than $1,000,000 each occurrence and $2,000,000 aggregate. Such liability insurance shall include products and completed operations liability insurance, fire, and legal liability insurance, and such other coverage as University may reasonably require from time to time.

C. Foundation's insurance shall be issued by companies satisfactory to the University in its reasonable discretion and authorized to do business in the State of Idaho.

D. All insurance policies required to be carried by Tenant under this Lease (except for workers' compensation insurance) shall: (i) name Boise State University, the State of Idaho, and the Idaho State Board of Education, as additional insureds; (ii) as to liability coverages, be written on an "occurrence" basis; and (iii) provide that Landlord shall thirty days' notice from the insurer before any cancellation or change in coverage.

E. Each such policy shall contain a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord. Tenant shall deliver evidence of insurance satisfactory to Landlord in its reasonable discretion to Landlord on or before the date Tenant first enters or occupies the Premises, and thereafter at least thirty days' before the expiration dates of expiring policies.

17. **Covenants**. The Foundation will, throughout the Term, keep the Premises in a good, safe and sanitary condition, ordinary wear and tear excepted.

18. **Eminent Domain**. If the Premises or any part thereof is taken by eminent domain so that that the Foundation's use or occupancy thereof is materially adversely affected, this Lease will, at the option of either the Foundation or the University, terminate on the date when title vests pursuant to such taking. The rent will be apportioned as of the termination date, and any rent paid for any period beyond that date will be repaid to the Foundation. The Foundation will not be entitled to any part of the award for such taking or any payment in lieu thereof. If neither the Foundation nor the University elects to terminate this Lease, this Lease will remain unmodified and in full force and effect as to the remainder of the Premises.

19. **Destruction of Premises**. In the event of damage or destruction of the Premises or any improvements thereon during the Term, from any cause, the University will, within 30 days following the date of the damage or destruction, give notice to the Foundation of University's decision to either repair the Premises to a reasonably equivalent condition within 180 days or not repair the Premises. In the event University decides not to repair the Premises, the Foundation may, in its sole discretion, elect to terminate this Lease. If this Lease is not so terminated and the University has elected to repair the Premises, the University will proceed diligently to make such repairs and reasonably restore the Premises or such improvements to their condition prior to the

casualty, and with the amount of the proceeds of property insurance available therefor (plus any amounts the Foundation agrees to pay for such repairs) in accordance with then existing laws. Foundation will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs will interfere with the business and activities conducted by the Foundation on the Premises and the Foundation will make the proceeds of insurance attributable to the Premises available to the University for such purpose.

20. **Event of Default**. An "**Event of Default**" will occur if (a) the Foundation fails to pay any rent on the date due, as set forth in the Service Agreement, and such failure is not cured within 10 days after notice from the University of such failure, or (b) the Foundation defaults in the performance of any of the other covenants or conditions of this Lease, the Operating Agreement, or the Service Agreement, and the Foundation does not cure such default within 30 days after notice from the University specifying the nature of such default (or if the default is of a nature that it cannot be completely cured within the 30-day period, if the Foundation does not commence such curing within the 30-day period or thereafter fails to proceed with reasonable diligence and in good faith to cure the default).

21. **University's Remedies on Default**. Upon an Event of Default, the University will have the following remedies:

21.1 University may terminate this Lease upon notice to Foundation. On the date specified in such notice the Term of this Lease will terminate, and the Foundation will then quit and surrender the Premises to the University, but the Foundation will remain liable for any amounts due the University under the terms of this Lease. If this Lease will have been so terminated by the University, the University may at any time thereafter take possession of the Premises by any lawful means and remove the Foundation or other occupants and their effects from the Premises.

21.2 The University will be entitled to (a) unpaid past-due rent as of the date of the termination, plus interest at the rate of 5% per annum, but not in excess of the maximum rate allowed by applicable law ("**Default Interest**") and (b) unpaid rent as of the date of entry of judgment, less any rent actually paid by a replacement tenant, plus Default Interest. University shall have no obligation to seek or secure a replacement tenant.

21.3 Should the Foundation at any time fail to do the acts required to be done by the Foundation under this Lease, the Operating Agreement or the Service Agreement, the University, at its option and in addition to any other rights and remedies which the University may have, may (but will not be required to) do such act or cause the same to be done, and all sums expended by the University in connection with the performance thereof will be additional rent due and payable from the Foundation to the University upon demand, together with Default Interest.

The remedies of the University hereunder are cumulative and in addition to all other remedies the University may have in law or equity on account of any breach of this Lease.

22. **Surrender**. Upon the expiration of the Term or earlier termination of this Lease, the Foundation will surrender possession of the Premises to the University, broom clean and in the same condition as when the Foundation first occupied the Premises, ordinary wear and tear, casualty and condemnation excepted.

EXECUTION VERSION

23. **Holding Over**. If the Foundation holds over after the expiration of the Term, without written agreement providing otherwise, the Foundation will be deemed to be a tenant from month to month, with rent, payable in advance, equal to 125% multiplied by the rent last payable by the Foundation under this Lease (prorated to a monthly rate and payable monthly), or such amount agreed upon by both Parties in writing provided such amount is not less than 100% of the annual rent amount (prorated to a monthly rate).

24. **Equal Opportunity**. Each Party agrees not to discriminate against any employee or applicant for employment in the performance of this Lease with respect to tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, sex, color, religion, national origin, disability, ancestry, or status as a war veteran. Breach of this covenant may be regarded as a material breach of this Lease.

25. **Subordination; Nondisturbance; Quiet Enjoyment**. This Lease is and will be subordinated to all existing and future liens and encumbrances against the Premises; provided, however, that the Foundation's use and occupancy of the Premises will not be disturbed by the University or any person claiming through or under the University during the Term of this Lease so long as the Foundation is not in default hereunder. So long as the Foundation faithfully performs all of its obligations under this Lease, the Foundation will have the right to peacefully and quietly enjoy the Premises for the Term, subject to the terms and conditions of this Lease, such liens and encumbrances and all matters of record.

26. **Dispute Resolution**. Disputes shall be resolved in the manner provided in the Operating Agreement.

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

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

To the University:

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

cc: generalcounsel@boisestate.edu

To the Foundation:

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

29. **No Third Party Beneficiaries**. The Parties acknowledge that there are no intended third-party beneficiaries of this Lease.

30. **Separate Entity; No Joint Venture**. The Foundation is an Idaho nonprofit corporation, separate and apart from the University. At all times and for all purposes of this Lease, the University and the Foundation shall act in an independent capacity and not as an agent or representative of the other Party. As independent entities, the University and the Foundation shall not be liable for any of the other Party's contracts, torts or other acts or omissions, or those of the other Party's trustees, directors, officers, employees or agents.

31. **Amendment to Operating Agreement**. If either the Operating Agreement or Service Agreement is amended at any time during the Term, to the extent such amendments cause inconsistencies between this Lease and the Operating Agreement or Service Agreement, this Lease shall be amended to cure such inconsistencies.

32. **Modification**. Any modification to this Lease shall be in writing and signed by both Parties.

33. **Governing Law**. This Lease shall be governed by the laws of the State of Idaho.

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

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

36. **Entire Agreement**. This Lease, the Operating Agreement, the Service Agreement and the agreements contemplated to be entered into by the Parties under such agreements (collectively, "**Parties' Agreements**"), constitute the entire agreement among the Parties pertaining to the subject matter in those Agreements. In the event of any inconsistency between the provisions of the Parties' Agreements, the provisions of the Operating Agreement shall control. If the Operating Agreement or Service Agreement are amended at any time during the Initial Term or a Renewal Term, to the extent such amendments cause inconsistencies between this Lease and the Operating Agreement or Service Agreement, this Lease shall be deemed amended to cure such inconsistencies.

37. **Certifications.** Landlord is prohibited by state law from entering into certain contractual agreements. Tenant hereby certifies that: (i) pursuant to Idaho Code Section 67-2346, if it is a company, if the total value of the contractual agreement exceeds one hundred thousand dollars

($100,000) and it employs ten or more persons, 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 section18-3302(2)(d), Idaho Code; (ii) pursuant to Idaho Code Section 67-2359, if it is a company, it is not currently owned or operated by the People's Republic of China led by the Chinese communist party and will not for the duration of the Agreement be owned or operated by the People's Republic of China; and (iii) except to the extent this Agreement is a contract or commercial transaction that is subject to a federal law related to Medicaid or a contract with a hospital as defined in Idaho Code, Section 39-1301, it is not an abortion provider or an affiliation of an abortion provider under the No Public Funds for Abortion Act. The terms in this section defined in Idaho Code Section 67-2346, Idaho Code Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein. This certification is made solely to comply with the Idaho statutes referenced herein and to the extent such section does not contravene applicable State or federal law.

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

(Signature page follows.)

EXECUTION VERSION

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

BOISE STATE UNIVERSITY

By: Jeremiah Shinn (06/10/2025 15:11 MDT)
Name: Dr. Jeremiah Shinn
Its: Interim President

Date: 06/10/2025

BOISE STATE UNIVERSITY FOUNDATION

By: James L. martin (06/10/2025 15:32 MDT)
Name: James L. Martin
Its: Executive Chair

Date: 06/10/2025

EXECUTION VERSION

EXHIBIT A

DESCRIPTION OF PREMISES

As of the Effective Date, the Premises are located at the Alumni and Friends Center, 1173 University Dr., Boise, Idaho and includes all of floor 2, all of floor 3, and all of floor 4 except rooms 404 and 407-411 currently occupied by University Communications and Marketing. Should University Communications and Marketing move to another building, the Premises shall be expanded to include all of floor 4.

The Parties understand and agree that, from time to time, the University will request Loaned Employees providing Services to the University to be co-located with University employees within University Units. The corresponding office spaces where such Loaned Employees work shall be licensed to the Foundation and such license shall be included within the terms of this Lease. The licensed office spaces are subject to change and relocation at the sole discretion of the University from time to time (the "**Licensed Spaces**").

The Premises shall include all non-Foundation owned furniture, fixtures, and equipment (including laptops, desks, and equipment) used by Loaned Employees and currently owned by the University utilized by Foundation on the Premises or within the Licensed Spaces by Loaned Employees providing the Services.

EXECUTION VERSION

EXHIBIT B

SUBJECT

Idaho State University - Revised Multi-Year Contract for Cody Hawkins, Head Football Coach

REFERENCE

April 16, 2025	Board approved and Idaho State University extended a 5-year contract to Coach Hawkins, initiating April 2025 and continuing to January 2030.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Coach Hawkins led Idaho State Football to its best season at Idaho State Football since 2018, finishing 6-6 overall and 5-3 in the Big Sky. He also successfully implemented the APR Recovery Plan, raising the program's single year APR to 987 after taking over a team that had been dangerously close to academic probation.

At this opportunity, and in an effort to continue the trajectory of excellent progress with a coach who is highly visible and marketable, we seek permission to extend the current contract by one year, with an end date of January 2031. The extension does not include any increase in compensation, regular or supplementary.

Coach Hawkins' base salary of $230,000 is paid entirely from state-appropriated funds. Idaho State University has established an internal cap of $230,000 on the amount of appropriated dollars that may be used for his salary. The proposed contract extension maintains Coach Hawkins at this ceiling, with no increase to the appropriated funding obligation. Any supplemental compensation provisions, as outlined in Attachment 4, are governed separately and are not paid from appropriated funds.

IMPACT

The extension will allow Idaho State University to retain a talented and high performing Head Football Coach in a year when salary increases are not possible given the budget environment. This amendment revises the timeline for the applicable liquidated damages provisions, extending the period during which the higher liquidated damages amounts remain in effect. Under the original agreement, those amounts decrease annually. By adjusting the schedule, the University maintains stronger financial protection in the event the head coach departs for another opportunity. The successful contract extension will perpetuate the excitement Coach Hawkins has generated across the fan and constituent base.

ATTACHMENTS

Attachment 1 – Approved Clean Contract
Attachment 2 – Proposed Contract Extension
Attachment 3 – APR Summary
Attachment 4 – Salary and Incentive Sheet
Attachment 5 – Liquidated Damages Sheet
Attachment 6 – Max Compensation Calculation

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed Idaho State University's (ISU) request to amend the multi-year employment agreement for Head Football Coach Cody Hawkins. The Board previously approved a five (5) year contract for Coach Hawkins in April 2025 with a term running through January 2030.

The proposed amendment extends the contract by one (1) additional year, through January 2031, and does not include any increase in base or supplemental compensation. ISU has confirmed Coach Hawkins base salary is paid out of appropriated funds and internally capped at a fixed annual amount. This extension also adjusts the timeline associated with the liquidated damages provisions to maintain stronger financial protections for ISU should the coach depart prior to the end of the agreement

The updated contract maintains Coach Hawkin's current base salary and will remain subject to applicable state-mandated merit increases. The intent of this request is for ISU to support program stability and progress made with ISU's football program.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to enter into a five (5) employment agreement with Cody Hawkins, Head Football Coach, commencing in April of 2025 and terminating on January 1, 2030, at a base salary of $230,000 and supplemental compensation provisions, as submitted.

Moved by_____ Seconded by_____ Carried Yes _____ No _____

Docusign Envelope ID: DA6AFA21-2B2A-4AD9-B479-2BBAF10FF439

Idaho State University

FOOTBALL HEAD COACH EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY(University) and Cody Hawkins (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 (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University'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 place Coach on paid administrative leave, provided that Coach's compensation and benefits shall not be affected by that action, except that the opportunity to earn supplemental compensation as provided in Sections 3.2.1 through 3.2.9 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of 4 years and 6 months, commencing on July 1, 2025 and terminating, without further notice to Coach, on January 1, 2030 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 may be 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.

Docusign Envelope ID: DA6AFA21-2B2A-4AD9-B479-2BBAF10FF439

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) Beginning on July 1, 2025, Coach's annual salary will increase to $230,000.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and Chief Executive Officer and approved by the Board;

b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and

c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

3.2 Supplemental Compensation The potential supplemental compensation described herein shall be available to Coach and Assistant Coaches only in years when the following conditions are met: (1) Team Multi Year APR remains above the minimum threshold of 930 and (2) the Team operates within the assigned and agreed upon Football Budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

Docusign Envelope ID: DA6AFA21-2B2A-4AD9-B479-2BBAF10FF439

3.2.1. Each year the Team is the conference champion or co-champion, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in the amount of $10,000 during the fiscal year in which the championship was achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Team competes in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in the amount of $7,500.00 during the fiscal year in which the playoff appearance occurred. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year Coach shall be eligible to receive supplemental compensation in an amount up to $10,000.00 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

Multi-Year APR Score	Incentive Pay Up To:
950-959	$ 1,000.00
960-969	$ 2,000.00
970-979	$ 3,000.00
980-989	$ 5,000.00
990-999	$ 7,500.00
1000	$15,000.00

3.2.4. Each year Coach shall be eligible to receive supplemental compensation in an amount up to $10,000.00 for achieving an average attendance at home football games at the levels set forth below, and if coach continues to be employed as the University's head football coach as of the ensuing July 1st. Average attendance numbers shall be determined and announced by the University Ticket Office. The determination of whether Coach will receive such supplemental compensation and the

Docusign Envelope ID: DA6AFA21-2B2A-4AD9-B479-2BBAF10FF439

timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director.

Average Home Attendance	Incentive Pay Up To:
6,000 - 6,999	$ 2,000
7,000 - 7,999	$ 4,000
8,000 - 8,999	$ 6,000
9,000 - 10,000	$10,000

3.2.5. Each year Coach earns recognition as the Big Sky Conference Football Coach of the Year, and if Coach continues to be employed as University's Head Football Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in the amount of $7,500.00 during the fiscal year in which the Big Sky Conference Football Coach of the Year recognition is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6. Each year the Coach shall be eligible to receive supplemental compensation for achieving a predetermined number of regular season wins, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to the following:

Wins	Incentive Pay Up To:
6 wins	$ 4,000.00
7 wins	$ 5,000.00
8 wins	$ 6,000.00
9 wins	$ 7,000.00
10 wins	$ 8,000.00
11 wins	$15,000.00
12 wins	$20,000.00

The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7. Coach's Assistants are eligible to receive supplemental compensation in the amount of $2,000 per Assistant Coach for achieving a single year APR of 960 or greater.

3.2.8. Each year the men's football team advances in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's Head Football Coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

Docusign Envelope ID: DA6AFA21-2B2A-4AD9-B479-2BBAF10FF439

Play-in	8 Teams	1st Win	$ 5,000.00*
Round 2	16 Teams	2nd Win	$ 5,000.00
Round 3	8 Teams	3rd Win	$ 5,000.00
Round 4	4 Teams	4th Win	$ 8,000.00
Round 5	2 Teams	5th Win	$15,000.00

*If a play-in game is needed and if it results in a win it extends the total bonus potential by $5,000. The maximum possible National Championship winner computation bonus total is $28,000.00 without a play-in game; and the maximum possible National Championship winner computation bonus total is $38,000.00 if the run includes a play-in game.

3.2.9. **(SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's (Sport) camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's summer (Sport) camps, the University shall pay Coach any net revenues per year as supplemental compensation during each year of employment as head football coach at the University. This amount shall be paid within thirty (30) days after all camp bills have been paid.

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

3.2.10. Coach agrees that the University has the exclusive right to select footwear, apparel, and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas or another entity (hereinafter referred to as "Apparel Entity"), to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning an Apparel Entity product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Apparel Entity, or give a lecture at an event sponsored in whole or in part by Apparel Entity, or make other educationally related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder Coach's duties and obligations as head football coach. In order to avoid entering into an agreement

Docusign Envelope ID: DA6AFA21-2B2A-4AD9-B479-2BBAF10FF439

with a competitor of Apparel Entity, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Apparel Entity, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws, policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include, but are not limited to: (a) Board policies; (b) University's policies and procedures; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the football conference of which the University is a member.

Docusign Envelope ID: DA6AFA21-2B2A-4AD9-B479-2BBAF10FF439

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

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

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

b) Prompt and accurate submission of compliance forms, certification forms, CARA forms, and all compliance related information prior to the arrival of a student athlete on the ISU Campus;

c) Thorough, honest, and forthcoming completion of compliance forms;

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

e) The routine requesting of rules interpretations.

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

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's Chief Executive Officer for all athletically related

Docusign Envelope ID: DA6AFA21-2B2A-4AD9-B479-2BBAF10FF439

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

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

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

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

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

4.8 Media and Fundraising Obligations. Coach must fully participate in media and fundraising programs and public appearances (Programs) through the 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

Docusign Envelope ID: DA6AFA21-2B2A-4AD9-B479-2BBAF10FF439

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 any form of electronic, print, or social media, including radio or television, that conflict with those broadcast on the University's designated media outlets.

ARTICLE 5

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

5.1.1 In addition to the definitions contained in applicable rules and regulations, University and Coach hereby specifically agree that the following shall constitute good or adequate cause for suspension, paid administrative leave, 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 Director's consent;

e) Any conduct of Coach that the university determines brings Coach or the University into general public disrepute, contempt, scandal or ridicule or that would, in the University's reasonable judgment, reflect adversely on the University or its athletic programs, including a violation by Coach of any law, except minor traffic offenses;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

Docusign Envelope ID: DA6AFA21-2B2A-4AD9-B479-2BBAF10FF439

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 reasonably should have known of the violation and could have prevented it by ordinary supervision;

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

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

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

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

Docusign Envelope ID: DA6AFA21-2B2A-4AD9-B479-2BBAF10FF439

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

5.2 Termination of Coach for Convenience of University.

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

5.2.2 In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach the remaining unpaid amounts contained in the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in Section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end, and Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach

Docusign Envelope ID: DA6AFA21-2B2A-4AD9-B479-2BBAF10FF439

because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

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

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

5.3.3. If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: $100,000 if separation occurs in years 1 or 2 (July 1, 2025 – June 30 2027); $75,000 if separation occurs in year 3 (July 1, 2027 – June 30, 2028); and $40,000 if separation occurs after June 30, 2028. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

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

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

5.4 Termination due to Disability or Death of Coach.

Docusign Envelope ID: DA6AFA21-2B2A-4AD9-B479-2BBAF10FF439

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 paid administrative leave, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program. In the event of an announcement to the Athletic Director of a future departure, a formal resignation, termination, suspension, or paid administrative leave, 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 paid administrative leave 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 places Coach on paid administrative leave, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University from compliance with the notice, appeal, and similar employment-related rights provided for in Board policy, IDAPA 08.01.01 et seq., and the University Faculty-Staff Handbook.

ARTICLE 6

Docusign Envelope ID: DA6AFA21-2B2A-4AD9-B479-2BBAF10FF439

6.1 Board Approval. If required under Board policy, this Agreement shall not be effective unless approved by the Board. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the Board, the Chief Executive Officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University's rules regarding financial exigency.

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

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

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

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

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

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

6.8 Force Majeure. Any prevention, delay or stoppage due to causes beyond a party's reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, whether foreseeable or not, including but not limited to: government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; strikes, lockouts, labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefor; governmental restrictions, governmental regulations, or governmental controls;

Docusign Envelope ID: DA6AFA21-2B2A-4AD9-B479-2BBAF10FF439

enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party, so long as such party uses its best efforts to remedy such a failure or delays if reasonable to do so 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 physical or electronic writing and be delivered in person, by email to the official University mail on file, or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University:	Director of Athletics Pauline Thiros Idaho State University MS 8173 Pocatello, ID 83209
with a copy to:	President Idaho State University MS 8310 Pocatello, ID 83209
Coach:	Cody Hawkins Address on File with Human Resources at University

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

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

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

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

Docusign Envelope ID: DA6AFA21-2B2A-4AD9-B479-2BBAF10FF439

service mark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of official University duties.

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

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

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

University

Signature: Robert Wagner
Printed Name: Dr. Robert W. Wagner
President

Date: 07/11/2025 | 3:12:28 PM MDT

Coach

Signature:
Printed Name: Cody Hawkins
Head Football Coach

Date: 07/12/2025 | 1:00:47 PM PDT

Idaho State University

ATHLETICS CONTRACT
CODY HAWKINS, HEAD COACH – FOOTBALL

EMPLOYMENT AGREEMENT - AMENDMENT ONE

This Employment Agreement Amendment One (Amendment One) is entered into by and between Idaho State University (University) and CODY HAWKINS (Coach). This Amendment amends the Employment Agreement between the parties with a term commencing on July 1, 2025. The Effective Date of this Amendment One is May 1, 2026.

RECITALS

A. University and Coach executed the Employment Agreement on July 11 and July12, 2025.
B. The term of the Employment Agreement expires on January 1, 2030.
C. The parties desire to extend the term of the Employment Agreement by one year.
D. All considerations with the exception of the Term of the Employment Agreement will remain unchanged.

NOW THEREFORE, the parties agree to amend the Employment Agreement as follows:

1. Section 2.1. of the Employment Agreement is amended to provide that the term ends on January 1, 2031 unless sooner terminated in accordance with the Employment Agreement.
2. Coach's annual salary remains as set forth in Section 3.1.
3. Section 5.3.3. Shall be amended to reflect the appropriate dates and applicable liquidated damages, as follows:

   5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: $100,000 if separation occurs in years 1 or 2 (prior to June 30 2027); $75,000 if separation occurs in year 3 (July 1, 2028 – June 30, 2029); and $40,000 if separation occurs after June 30, 2029. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

4. Except as expressly modified by this Amendment One, the Employment Agreement shall continue in full force and effect.

SIGNATURES APPEAR ON THE FOLLOIWNG PAGE

Idaho State University

UNIVERSITY

Signature: _____ Date: _____
Printed Name: Robert Wagner
Idaho State University President

COACH

Signature: _____ Date: _____
Printed Name: Cody Hawkins
Head Coach, Football – Idaho State University

ATTACHMENT 3

IDAHO 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**	**2024-25**
Single Year APR	944	918	943	972	987**
National % Rank by Sport	*****	***1-10***	***1-10***	***1-10***	*****

MULTI-YEAR APR (4-Year Rolling Average)					
Football	946	933	933	944	956

*** Percentile not not reported by NCAA at this time.**

****24-25 Scores represent score reported on the private institutional report which will be publicly reported by NCAA in May 2026.**

ATTACHMENT 4

Big Sky Conference Football Head Coach Salary and Incentives Chart

Supporting Information for ISU Head Football Coach (Cody Hawkins) Contract

	INSTITUTION	BASE SALARY	INCENTIVES	TOTAL POSSIBLE COMPENSATION
1	Cal Poly	$ 350,004.00	$ 460,000.00	$ 810,004.00
2	Montana State	$ 455,000.00	$ 300,000.00	$ 755,000.00
3	Montana	$ 265,000.00	$ 467,000.00	$ 732,000.00
4	Sacramento State	$ 242,004.00	$ 389,600.00	$ 631,604.00
5	University of Idaho*	$ 175,000.00	$ 218,500.00	$ 393,500.00
6	Northern Arizona	$ 280,000.00	$ 140,000.00	$ 420,000.00
7	Idaho State	$ 230,000.00	$ 98,000.00	$ 328,000.00
8	Weber State	$ 215,000.00	$ 100,000.00	$ 315,000.00
9	UC Davis	$ 270,000.00	$ 44,000.00	$ 314,000.00
10	Eastern Washington	$ 252,357.00	$ 58,000.00	$ 310,357.00
11	Northern Colorado	$ 209,209.00	$ 80,000.00	$ 289,209.00
12	Portland State	$ 210,000.00	$ 15,000.00	$ 225,000.00

	INSTITUTION	BASE SALARY
1	Montana State	$ 455,000.00
2	Cal Poly	$ 350,004.00
3	Northern Arizona	$ 280,000.00
4	UC Davis	$ 270,000.00
5	Montana	$ 265,000.00
6	Eastern Washington	$ 252,357.00
7	University of Idaho	$ 175,000.00
8	Sacramento State	$ 242,004.00
9	Idaho State	$ 230,000.00
10	Weber State	$ 215,000.00
11	Portland State	$ 210,000.00
12	Northern Colorado	$ 209,209.00

ATTACHMENT 5

Big Sky Conference Football Head Coach Salary and Incentives Chart

Supporting Information for ISU Head Football Coach (Cody Hawkins) Contract

INSTITUTION	LIQUIDATED DAMAGES CLAUSE?	STRUCTURE OF LIQUIDATED DAMAGES
Sacramento State	NO	NA
Weber State	YES	Termination by university is set amount depending upon remaining term, ranges from $800,000 total to $175,000 minimum. Termination by Coach is $100,000.
Montana State	YES	Termination for convenience by University $250,000 or remaining contract term, whichever is less. Termination by Coach $250,000 or remaining contract term if separation occurs in the final 12 months.
Portland State	YES	$30,000
Northern Arizona	YES	Termination for convenience is 50% of base salary for the remainder of the contract term. Termination by Coach 50% of remaining contract, or $50,000 one time based on reason for departure.
Idaho	YES	Before 2/1/27 $250,000. After 2/1/27 Amount equal to remaining salary which would have been paid to Coach per the contract.
Northern Colorado	YES	Termination by Coach requires payment by Coach of up to $300,000 on a sliding scale which decreases until contract expiration.
Eastern Washington	YES	Termination for convenience by University requires 12 months of current salary. Termination by Coach requires an amount ranging from $50-$100K based on years remaining.
Montana	YES	Amount equal to base salary for the time remaining on the contract.
Southern Utah	YES	Termination by Coach requires payment on a sliding scale beginning at $100,000 and decreasing until contract expiration.
Cal Poly	NO	NA
UC Davis	YES	Termination by university is base salary for current year, then 50% of base for following year and 25% of base salary for remaining term. Termination by Coach $150,000.
Idaho State	YES	Termination by University is remaining contract terms minus other compensation secured by Coach upon receipt of alternative employment. Termination by Coach is $100,000 for years 1 and 2, $70,000 in year 3, and $35,000 year 4 and remaining.

ATTACHMENT 6

Head Football Coach Cody Hawkins Maximum Compensation Calculation: FY 2026-2031

Contract Reference:		**Yr 1**	**Yr 2**	**Yr 3**	**Yr 4**	**Yr 5**	
3.1.1	Annual Salary	$ 230,000.00	$ 235,750.00	$ 241,643.75	$ 247,684.84	$ 253,876.96	*Assumes 2.5% CEC increase annually.
3.2.1	Bonus: Regular Season Championship	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	
3.2.2	Bonus: FCS Playoff Appearance	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	
3.2.3	Bonus: Academic Achievement	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	
3.2.4	Bonus: Attendance	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	
3.2.5	Bonus: Coach of the Year	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	$ 7,500.00	
3.2.6	Bonus: Total Season Wins	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	
3.2.8	Bonus: FCS Playoff Wins (Natl. Championship)	$ 38,000.00	$ 38,000.00	$ 38,000.00	$ 38,000.00	$ 38,000.00	
	Total Maximum Annual Compensation Under Proposed Contract:	$ 338,000.00	$ 343,750.00	$ 349,643.75	$ 355,684.84	$ 361,876.96	

SUBJECT

Idaho State University - Approval of Idaho State University (ISU) Purchasing Policy, ISUPP 2560

REFERENCE

October 2016 Idaho State Board of Education approved ISUPP 2560

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.
Section 67-9225, Idaho Code

BACKGROUND/DISCUSSION

This past fall, ISU revised ISUPP 2560, Purchasing. This update includes an updated definitions section that specifies approval authorities and authorization limits. In addition to clarifying key terms and approval authorities, the proposed edits support fiscal restraint by limiting the definition of "small purchase" to between $10,000 - $50,000, depending on the funding source, from the current $250,000 limit, and require a legal contract review for Small Purchases over $10,000. The draft policy outlines a limited appeals timeframe in competitive bidding awards, imposing a five (5) business day limitation for appeals. The draft includes provisions for cooperative purchases, informal purchases, punchout vendors, and IT purchases. Additionally, the proposed update requires that Invitations to Bid and Requests for Proposal include language that requires the acceptance of the University's terms and conditions, or separate terms recommended by the Office of General Counsel.

IMPACT

This policy revision was drafted with a collaborative approach using ISU's policy process. An updated policy is needed to better protect the University and its funds by clarifying roles, authorization limits, and approval authority, and by limiting purchase amounts, timelines for appeals filing, and the inclusion of outside contract terms. The updated policy provides clearer instructions for the use of University funds.

ATTACHMENTS:

Attachment 1 - Proposed Purchasing Policy - Clean
Attachment 2 - Proposed Purchasing Policy - Redline

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed Idaho State University's (ISU) request to approve revisions to ISU Purchasing Policy (ISUPP 2560). The proposed updates clarify definitions, approval authorities, and authorization limits, and establish additional purchasing controls, including revised small purchase thresholds and legal review requirements for certain contracts.

The revised policy continues to require that purchasing activities comply with applicable federal and state laws and Board policies. These updates are intended to provide clearer guidance for the use of ISU university funds.

Board staff recommends approval.

BOARD ACTION

I move to approve Idaho State University's Purchasing Policy as proposed in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State University

POLICIES AND PROCEDURES

Purchasing Policy

ISUPP 2560

POLICY INFORMATION
Policy Section: *Finance*
Policy Title: *Purchasing Policy*
Responsible Executive (RE): *Chief Financial Officer*
Sponsoring Organization (SO): *Finance*
Dates: Effective Date: *November 1, 2016*
Revised:
Review Date:

I. INTRODUCTION

This policy governs purchases made with University Funds, Federal Funds, Sponsored Project funds, or any other funds on behalf of the University. Purchases and procurements shall be conducted in compliance with applicable federal and state laws and regulations, and applicable State Board of Education (SBOE) and University policies.

II. DEFINITIONS

Definitions provided in this policy apply only to this policy.

A. **Bid.** A formal, competitive offer to perform a contract for work, labor, or materials at a specified price in response to a specific University request for pricing.

B. **Cooperative Purchase.** A purchase using a contract after a competitive solicitation process established by another entity with whom ISU has joined as a member formalized through a written agreement. See I.C. 67-9224(2).

C. **Federal Funds.** Funds granted to ISU from federal agencies.

D. **Formal Purchases.** Purchases or Procurements of $250,000 and above. These Purchases require a Formal Sealed Process.

E. **Formal Sealed Process.** Procedure by which the University solicits Bids or Requests for Proposals by means of a formal solicitation.

F. **Informal Purchases.** Purchases that exceed the dollar limits established for Small Purchases but are less than required for a Formal Sealed Process.

G. **Invitation to Bid (ITB).** A formal request from ISU to potential suppliers or contractors to submit sealed Bids for a project with clearly defined Bid specifications in which the lowest price is a main consideration for the final contract award.

H. **Non-Catalog Vendor.** Vendors who are not PunchOut Vendors in the University's E-procurement system.

I. **PunchOut Vendor.** Vendors that are directly linked to the University's E-procurement system (currently Jaggaer).

J. **Procurement.** Procurements are exchange transactions, whether for currency or barter. Procurements do not include non-exchange transactions such as sponsorships.

K. **Purchase.** Acquisitions including trade-ins and acquisition of leased equipment. Purchases do not include non-exchange transactions such as sponsorships.

L. **Quote.** A Quote is an offer to provide specific products or services at a predetermined, fixed price, including those listed on Vendor webpages.

M. **Request for Proposals (RFP).** A formal document issued by Purchasing to invite Vendors to submit proposals for a specific project or service. A RFP is used for complex projects requiring creative, or technical solutions, and evaluates Vendors on multiple factors like technical ability, experience, and innovative approaches, not just the lowest price.

N. **Sole Source Purchase.** A Purchase in which only one supplier is able to provide a product or service. This is a Purchase in which competitive bidding is not possible.

O. **Sponsored Project.** A formal agreement, such as a grant, contract, or other arrangement, in which the University receives federal, state, or private funds to conduct a specific project with a defined scope. A complete definition of "Sponsored Project" is found in ISUPP 1060 *Contract Approval and Execution*, section II.G.

P. **Total Contract Value.** The entire monetary value of the contract as measured by the initial contract period plus any options to renew or any options to buy additional supplies or services. The concept of Total Contract Value is used as a cutoff guideline for delegated purchasing authority.

Q. **University Funds.** Funds found in local or state appropriated indexes. This definition excludes Federal Funds, or funds not found in local or state appropriated indexes.

R. **Vendor.** A person or entity who provides goods or services in exchange for compensation.

III. POLICY STATEMENT

Purchasing activities shall be administered in a manner that provides maximum practicable open competition appropriate to the type of good or service to be provided. Purchases shall support the goals of cost efficiency and quality, which shall be given due consideration in the purchasing process.

The University owns all property purchased with University Funds. In addition, except where provided by the terms of a Sponsored Project or by operation of law, the University owns all personal property purchased with funds from a Sponsored Project. No department, departmental unit, or University employee may hold a proprietary interest in any piece of University Property or Property purchased with Sponsored Project funds which are held by the University. Regardless of which departmental unit ordered the item, the fund cited, or the budget expensed, the principle of University ownership prevails.

IV. AUTHORITY AND RESPONSIBILITIES

A. Approval Authorization Limits under State Board of Education Policy V.I.
    1. Up to One (1) million dollars: University has delegated approval authority.
    2. One (1) million to two (2) million dollars: Executive Director of the State Board of Education ("SBOE") has delegated approval authority.
    3. Over two (2) million dollars, or a lease that exceeds five (5) years: SBOE.

B. Chief Financial Officer (CFO). Responsible for overseeing the Purchasing Office. Daily operations have been delegated to the University Controller, or designee. The CFO also acts as an Appellate Authority.

C. Departments. Responsible for confirming the availability of funds and ensuring those funds are properly budgeted.

D. Director of Procurement and Vendor Services. Approval Authority for Sole Source requests.

E. Employees. All University employees are responsible for following this policy when making Purchases. Employees have a personal responsibility to conduct University business in an ethical manner and assure the integrity of the purchasing and procurement processes.

F. State Board of Education (SBOE). This policy has been approved by the SBOE. The SBOE Executive Director will be informed of changes to this policy. Proposed changes to this policy may require SBOE approval.

G. University Controller. Ensures that procurement staff are properly trained to execute their duties efficiently and in accordance with laws and regulations. The University Controller is also responsible for ensuring compliance with this policy.

V. COMPETITIVE BIDDING

It is generally good practice to price transactions and collect Quotes from a variety of sources before selecting one. The lowest price may not always be the best value. Departments should consider the total cost of ownership, which includes the purchase price, transportation, handling, inspection, quality, rework, maintenance, disposal, and other associated costs.

A. Vendors. Departments should purchase from responsible Vendors possessing the ability to perform successfully under the terms and conditions of the University with consideration given to such matters as supplier integrity, compliance with public policy, record of past performance, and financial and technical resources.

1. All Vendors are qualified unless expressly disqualified by the University Director of Procurement and Vendor Services.
2. Vendors may be disqualified for any of the following reasons:
    a. Failure to perform according to the terms of any agreement;
    b. Attempts by whatever means to cause acquisition Bid specifications to be drawn so as to favor a specific Vendor;
    c. Actions to obstruct or unreasonably delay acquisitions by the University;
    d. Perjury in a Vendor disqualification hearing;
    e. Debarment, suspension or ineligibility from federal contracting of the Vendor, its principals or affiliates; and/or,
    f. Any reason in Idaho law that would disqualify a particular Vendor for a particular Bid.
3. A Vendor shall be notified by registered mail within ten (10) days of disqualification and may, within thirty (30) days of the receipt of such notice, challenge the disqualification. The University Controller is the Appellate Authority.
4. Disqualification or conditions may be imposed for a period not exceeding five (5) years.

B. Small Purchases.

1. Purchases are classified as Small Purchases differently depending on the funding source. For goods, costs are determined based on the one-time purchase of property. For services, costs are determined based on the total cost of a contract, including renewal or extension periods.
2. Small Purchasing limits are as follows:
    a. University Funds: less than $20,000.
    b. Federal Funds: less than $10,000.

c. Purchases made through Jaggaer PunchOut Vendors: less than $50,000.

3. Any Small Purchase contract with a value over $10,000 is subject to ISUPP 1060: *Contract Approval and Execution* and should be reviewed by the Office of General Counsel.

4. Small Purchases are excluded from the Informal Purchase two (2) Quote requirement.

C. Informal Purchases

1. Purchases are classified as Informal Purchases differently based on the funding source. Informal Purchase limits are as follows:

a. University Funds: $20,000 to $249,000.

b. Federal Funds: $10,000 to $249,000.

c. Purchases made through Jaggaer PunchOut Vendors: $50,000 to $249,000.

2. Informal Purchases require a minimum of two (2) Quotes.

3. To enhance small business Bidding opportunities in Idaho, when practical and in the best interest of the University, ISU may seek Quotes or Bids from Vendors having a significant Idaho economic presence, as defined in Section 67-2349, Idaho Code.

4. The request for a Quote or Bid may be written, oral, electronic, or telephonic.

5. Quotes provided from Vendors must be electronic. Both required Quotes must be attached to the requisition order in Jaggaer.

D. Formal Purchases

Formal Purchases are procured through a Formal Sealed Process.

1. Formal Purchases, regardless of the funding source, are all Purchases of $250,000 and greater.

2. Invitations to Bid (ITB) and Requests for Proposals (RPF)

a. The University Purchasing Department solicits offers from qualified Vendors by issuing an ITB or RFP.

b. ITBs and RFPs must include a provision requiring that Bids and Quotes accept the University's Terms and Conditions, including the appeals process, or the specific inclusion of separate terms recommended by the Office of General Counsel.

c. The Formal Sealed Process establishes pricing, specification or performance standards, and the terms and conditions for the purchase of goods and services.

d. The University may apply the use of a variety of techniques, including but not limited to, reverse auction, electronic posting, or electronic advertisement of solicitations as appropriate to the buying situation.

e. The University shall ensure adequate ITBs or RFPs are prepared which clearly define the goods and services needed in order for Bidders and Proposers to properly respond to the request.

f. No property to be acquired shall be accepted which does not meet the minimum Bid specifications.

3. Notice Requirements

a. Notice of solicitations of Bids or proposals for large purchases will be electronic.

b. Large purchase notices, regardless of methodology, are referenced in the Vendor section of the University Purchasing Department's website.

4. Contract Award

a. The University recognizes that an offered low price is not always indicative of the greatest value. Contracts will be awarded by the University pursuant to determination by the University Controller, or designee, of the best value to the University based on the criteria outlined in the solicitation.

b. Vendors must possess an authorized purchase order number, or Procurement Card (PCard) number, and signed contract for goods or services from the University before providing goods or services. A verbal commitment by a University employee is not authorization for purchases.

c. Where multiple Bids and quality of property offered are the same, preference may be given to property of local and domestic production and manufacture or from vendors having a significant Idaho economic presence.

d. Award of contracts in excess of amounts as proscribed in SBOE Policy V.I. require the written approval of the SBOE Executive Director, or the SBOE in a public meeting.

e. No Vendor or related party, or subsidiary, or affiliate of a Vendor may submit a Bid to obtain a contract to provide property or services to the University, if the Vendor or related party, or affiliate or subsidiary was paid for services utilized in preparing the Bid specifications or if the services influenced the procurement process.

E. IT-Related Purchases.

1. All software related Purchases must be routed through IT for approval before a purchase is made.

2. Any software purchase on a PCard requires that a preapproval form be completed and approved by IT before the Purchase can be made. Computers and computer supplies are not required to be routed through IT.

F. Sponsored Project Funding. If funding for the purchase of goods or services includes Sponsored Project Funding, federal requirements must be followed. For Sponsored Project Funding, adherence to Uniform Guidance found in 2 CFR §200.319 “Competition” is required.

PURCHASING PROCESS CHART

UNIVERSITY FUNDS		
Up to $19,999.99	**$20,000–$249,999.99**	**$250,000 and Higher**
Departments follow prudent purchasing practices and receive competitive quotes where practical. Purchasing Methods: P-Card (based on Individual card limits), Direct Pay, Non-Catalog Purchase Order (Jaggaer)	Requires competitive procedures and a minimum of two quotes. Purchasing Methods: Non-Catalog Purchase Order (Jaggaer)	Formal RFP or ITB required. Purchasing Methods: PunchOuts in Jaggaer or Non-Catalog Purchase Order in Jaggaer

FEDERAL FUNDS		
Up to $9,999.99	**$10,000–$249,999.99**	**$250,000 and Higher**
Departments follow prudent purchasing practices and receive competitive quotes where practical. Purchasing Methods: P-Card (based on individual card limits) , Direct Pay, Non-Catalog Purchase Order (Jaggaer)	Requires competitive procedures and a minimum of two quotes. Purchasing Methods: Direct Pay Form, Non-Catalog Purchase Order (Jaggaer)	Formal RFP or ITB required. Purchasing Methods: PunchOuts in Jaggaer or Non-Catalog Purchase Order in Jaggaer

BOTH UNIVERSITY AND FEDERAL FUNDS		
Up to $50,000.00	**$50,000–$249,999.99**	
Departments follow prudent purchasing practices and receive competitive quotes where practical. Purchasing Methods: PunchOuts in Jaggaer	Requires competitive procedures and a minimum of two quotes. Purchasing Methods: Catalog Purchase Order in Jaggaer	

VII. EXEMPTIONS FROM COMPETITIVE BIDDING

A. Small Purchases.

B. Purchases made with University Funds from Jaggaer Non-PunchOut Vendors under $20,000.

C. Purchase made with Federal Funds from Jaggaer Non-PunchOut Vendors under $10,000.

D. Purchases of Jaggaer PunchOut Vendors under $50,000.

E. Sole Source Purchases.

1. The Sole Source exemption is the only Bid exemption allowed on federally funded purchases that would regularly require competitive Bidding (see chart above).
2. The Director of Procurement and Vendor Services is the approval authority for Sole Source Purchase Bid exemption requests. The University Controller, or designee, is the Appellate Authority.
3. Any request for Sole Source Purchase Bid exemptions by a department to restrict a purchase to one potential supplier must be accompanied by a written explanation as to why no other item is suitable or no other Vendors exist to meet the need.

   Examples include but are not limited to, circumstances where:

   a. The compatibility of equipment, components, accessories, software, replacement parts, or service is the paramount consideration.

   b. A single supplier's property is needed for trial use or testing.

   c. The purchase involves property for which it is determined there is no functional equivalent.

4. If there is more than one potential source for an item, a requirement for a particular proprietary item does not justify a Sole Source Purchase. The University Purchasing Department may conduct negotiations, as appropriate, to determine price, availability, and terms.
5. If a Sole Source Purchase request is approved, there is an eight (8) business day waiting period. The approval will be posted on the University's Purchasing Department website for three (3) business days then another five (5) business day must pass before a purchase order can be created.
6. Sole Source determinations are appealable.

F. State Open Contracts.

1. Certain commodities are procured through open contracts by the State of Idaho Division of Purchasing in order to obtain the lowest possible pricing for all agencies. These contracts can be used without a competitive Bid process.
2. The University may procure property from a vendor that is not party to a state open contract in situations where a state open contract exists if the cost of the item is equal or less than the price available through a state open contract. Shipping and other associated costs must be included when calculating the amount. Comparative documentation must be retained with the original receipt.

G. Cooperative Purchases

1. Use of contracts issued by cooperative purchasing programs established by an association to which the University belongs that offers goods and services as a result of competitive solicitation process is allowed with approval from the Controller.
2. Purchases made through the use of cooperative purchasing programs shall be subject to confirmation that such program's competitive solicitation process meets the minimum criteria for competitive solicitation and resulting purchase set forth in University policy.

H. Government and Agency acquisitions:

1. Rehabilitation agency acquisitions;
2. Correctional industries acquisitions; and,
3. Federal government acquisitions.
    a. Purchases from General Services Administration Federal Supply Contractors are allowed when the acquisition is advantageous to the University with approval from the University Controller, or designee.
    b. Federal government acquisitions include federal surplus.

4. Interagency contracts, including contracts with other institutions of higher education.
    a. The University may contract with any one or more other public agencies or institutions of higher education to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, including, but not limited to joint contracting for services, supplies and capital equipment, provided that such contract shall be authorized by the governing body of each party to the contract.
    b. The University may collaborate with other state institutions of higher education on solicitations where the combined volume of multiple institutions will provide the best value.

I. Situational Acquisitions, including, but not limited to:
    1. Legal advertising, publication or placement of advertisements directly with media sources.
    2. Contracts for legal services or bond related services.
    3. Professional or consultant services costing less than $250,000 and lasting less than one (1) year in duration.
    4. University employee education, training, and related travel expenses costing less than $250,000.
    5. Purchases of goods or services in which the Vendor has offered special educational discounts that are below the MSRP or list price exclusively to schools, colleges, and universities.
    6. Goods or services for which competitive solicitation procedures are impractical, including, memberships, subscriptions, ongoing software and IT upgrades, license renewals. Impracticality will be determined by Purchasing.
    7. Merchandise for resale.
    8. Purchase of copyrighted materials available primarily from the publisher.
    9. Membership dues, subscriptions, certifications and accreditation fees.
    10. Used goods. Used goods must be evaluated for quality and functional condition in order to mitigate the risk of hidden defects, warranty limitations, or an increased cost of maintenance.
    11. Preventative maintenance and repair of scientific equipment, when the services are only available from a single supplier.
    12. Ongoing maintenance, upgrades, support, or additional licenses for software or other information technology solutions, including a change in the manner of solution delivery;

which software or solution was originally acquired in compliance with the purchasing laws in effect at the time of acquisition.

13. Ongoing maintenance, upgrades, and support for existing equipment.

J. Emergency Purchases

1. The University Controller, or designee, may authorize emergency purchases of goods and services when it is determined that the goods or services are immediately necessary and in the best interest of the University. Examples of circumstances that could necessitate an emergency purchase include:
    a. Unforeseen circumstances that are beyond the control of the University or constituting a force majeure;
    b. Circumstances that present a real, immediate or extreme threat to the proper performance of essential University functions; and/or,
    c. Events that may reasonably be expected to result in excessive loss or damage to property or other resources, and/or bodily injury or loss of life.
2. Financial or budget constraints do not constitute an emergency.
3. Any affected department may make an emergency purchase in the open market at the best attainable price when a documented emergency condition exists and the need cannot be met through the University's normal procurement method, provided that:
    a. Funds are available for the purchase.
    b. Verbal authorization is obtained from the Chief Financial Officer.
    c. Competition to the fullest extent practicable under existing circumstances is obtained and documented.
    d. The cost of the purchase does not exceed the amount requiring SBOE Executive Director approval as prescribed in SBOE policy V.I.3.a.
4. A fully signed explanation of the circumstances surrounding the emergency and the necessity for the purchase is filed by the requester with the University Controller, or designee within two working days after such purchase or cessation of emergency conditions, whichever is later. A sample explanation of circumstances can be found at https://www.isu.edu/financeadmin/forms/.

K. Direct Negotiations

1. In lieu of competitive Bidding, and when not covered by a State Open Contract, negotiations may be conducted whenever any of the following conditions are applicable and expressly authorized by the University Controller, or designee, in writing, prior to the Purchase:

a. The public good will not permit the competitive Bid process due to unforeseeable time constraints;

b. No responsive or responsible Bids are received at acceptable levels of price, service or terms;

c. Approved Sole Source scenarios;

d. The purchase is for scientific, experimental, developmental or research work, or for the manufacture of furnishing of property for experimentation, development, research or test;

e. Where there is a particular savings through the use of educational discounts; or

f. Acquisition of federal surplus or excess property.

IX. APPEALS PROCESS

A. Appeals Process

1. Appealable Elements of a Formal Sealed Process Bid decision include:
   a. Bid specifications;
   b. Determination by the University that the Bid is nonresponsive and does not comply with the Bid invitation and specifications; and/or,
   c. Award to a successful Vendor.
2. All appeals must be received by ISU within five (5) business days of the formal award.
3. The detailed process for appeals can be found at the University's website.
4. Appeals will be reviewed by the University Controller or designee. Disposition of an appeal as set forth herein is final and will serve to exhaust all administrative remedies available as no further administrative remedies exist.
   a. If an appeal is denied, a written decision setting forth reasons for denial will be provided.
   b. If an appeal is granted, an amendment (for a specification or intent to award appeal) to the original Bid or Sole Source determination will be posted within 10 (ten) business days of issuance of the decision to grant the appeal.
5. Small Purchases, Informal Purchases or Purchases that are exempted from Bidding requirements are not appealable.

X. ETHICS REQUIREMENTS

A. All faculty, staff and students at the University are required to adhere to the intent and spirit of this Policy. The Policy provides a means to acquire the necessary goods and services as effectively and economically as possible, while also maintaining compliance with the laws of the State of Idaho. Employees are subject to penalties as described in Idaho Code, including, but not limited to, those in Section 67-9231.

B. Employees are prohibited from obtaining goods or services by avoiding the competitive process through such actions, including, but not limited to, splitting purchases, creating false emergency situations, and purchasing outside open contracts without authorization.

C. Any effort to circumvent or abuse State and University purchasing regulations and policies or procedures is Adequate Cause for disciplinary action up to and including dismissal.

D. Conflict of Interest:

1. A Conflict of Interest arises when an Employee has a personal, financial, or professional interest that could, or could appear to, compromise or affect the Employee's professional judgment in exercising their duties to the University. Conflicts of Interest may include when an Employee:

    a. Is in a position to influence the University's business, administrative, academic, or other decisions in ways that could result in personal or Family Member benefits or gains;

    b. Acts in opposition to the interests of the University, including by competing directly with the University, or diverting opportunities the Employee knows or should know the University is or may be pursuing; and/or,

    c. Uses their University position for personal or Family Member benefit or gain at the expense of the University or otherwise in violation of this or other University policies, as described in ISUPP 1130: *Conflicts of Interest and Commitment*.

2. Conflicted employees are prohibited from entering into service contracts with or selling goods to the University.

3. Influencing/conspiring to influence: The University prohibits unreasonably or illegally influencing, or conspiring to influence, purchasing decisions and contract awards. Attempts at influence may include kickbacks and bribes, peddling or payment of a fee, back door selling, hard-sell tactics, fraternization, or offering gifts to avoid following published procedures or gain advantages.

4. Post issuance contract oversight is required to guarantee the University receives all goods and services as per the terms of the agreement. Idaho State University Policy ISUPP 1060: *Contract Approval and Execution* describes roles and responsibilities for contract management.

X. RELATED LAWS AND POLICIES

a. 2 CFR §200.319

b. Idaho Code Section 18-8702

c. Idaho Code Section 59-1026

d. Idaho Code Sections 67-9219, 9224(2), 9225, 9230, 9231, 9233

e. Idaho Code Section 67-2346, 2347, 2347A

f. Idaho State Board of Education Governing Policies and Procedures, Section I.E.2.a and Section V.I

g. ISUPP 1060 *Contract Approval and Execution*

h. ISUPP 1130 *Conflict of Interest and Commitment*

i. ISUPP 2570 *Purchasing Card (PCard)*

Idaho State University

POLICIES AND PROCEDURES

Purchasing Policy

ISUPP 2560

POLICY INFORMATION
Policy Section: *Finance*
Policy Title: *Purchasing Policy*
Responsible Executive (RE): *Chief Financial Officer*
Sponsoring Organization (SO): *Finance*
Dates: Effective Date: *November 1, 2016*
Revised:
Review Date:

Moved down [1]: **Dates: Effective Date:** *November 1, 2016*
Deleted: *Fiscal Officer* **Sponsoring Organization (SO):** *Division of Finance*
Moved (insertion) [1]
Deleted: *June 21, 2018*
Deleted: *June 2021*
Deleted: ¶

I. INTRODUCTION

This policy governs purchases made with University Funds, Federal Funds, Sponsored Project funds, or any other funds on behalf of the University. Purchases and procurements shall be conducted in compliance with applicable federal and state laws and regulations, and applicable State Board of Education (SBOE) and University policies.

Deleted: ¶ ... [1]

II. DEFINITIONS

Definitions provided in this policy apply only to this policy.

A. **Bid.** A formal, competitive offer to perform a contract for work, labor, or materials at a specified price in response to a specific University request for pricing.

Deleted: its regular Board meeting

B. **Cooperative Purchase.** A purchase using a contract after a competitive solicitation process established by another entity with whom ISU has joined as a member formalized through a written agreement. See I.C. 67-9224(2).

C. **Federal Funds.** Funds granted to ISU from federal agencies.

D. **Formal Purchases.** Purchases or Procurements of $250,000 and above. These Purchases require a Formal Sealed Process.

Deleted: <*object*>

E. **Formal Sealed Process.** Procedure by which the University solicits Bids or Requests for Proposals by means of a formal solicitation.

F. **Informal Purchases.** Purchases that exceed the dollar limits established for Small Purchases but are less than required for a Formal Sealed Process.

G. **Invitation to Bid (ITB).** A formal request from ISU to potential suppliers or contractors to submit sealed Bids for a project with clearly defined Bid specifications in which the lowest price is a main consideration for the final contract award.

H. **Non-Catalog Vendor.** Vendors who are not PunchOut Vendors in the University's E-procurement system.

I. **PunchOut Vendor.** Vendors that are directly linked to the University's E-procurement system (currently Jaggaer).

J. **Procurement.** Procurements are exchange transactions, whether for currency or barter. Procurements do not include non-exchange transactions such as sponsorships.

K. **Purchase.** Acquisitions including trade-ins and acquisition of leased equipment. Purchases do not include non-exchange transactions such as sponsorships.

L. **Quote.** A Quote is an offer to provide specific products or services at a predetermined, fixed price, including those listed on Vendor webpages.

M. **Request for Proposals (RFP).** A formal document issued by Purchasing to invite Vendors to submit proposals for a specific project or service. A RFP is used for complex projects requiring creative, or technical solutions, and evaluates Vendors on multiple factors like technical ability, experience, and innovative approaches, not just the lowest price.

N. **Sole Source Purchase.** A Purchase in which only one supplier is able to provide a product or service. This is a Purchase in which competitive bidding is not possible.

O. **Sponsored Project.** A formal agreement, such as a grant, contract, or other arrangement, in which the University receives federal, state, or private funds to conduct a specific project with a defined scope. A complete definition of "Sponsored Project" is found in ISUPP 1060 *Contract Approval and Execution*, section II.G.

P. **Total Contract Value.** The entire monetary value of the contract as measured by the initial contract period plus any options to renew or any options to buy additional supplies or services. The concept of Total Contract Value is used as a cutoff guideline for delegated purchasing authority.

Q. **University Funds.** Funds found in local or state appropriated indexes. This definition excludes Federal Funds, or funds not found in local or state appropriated indexes.

R. **Vendor.** A person or entity who provides goods or services in exchange for compensation.

Deleted:

III. **POLICY STATEMENT**

Purchasing activities shall be administered in a manner that provides maximum practicable open competition appropriate to the type of good or service to be provided. Purchases shall support the goals of cost efficiency and quality, which shall be given due consideration in the purchasing process.

The University owns all property purchased with University Funds. In addition, except where provided by the terms of a Sponsored Project or by operation of law, the University owns all personal property purchased with funds from a Sponsored Project. No department, departmental unit, or University employee may hold a proprietary interest in any piece of University Property or Property purchased with Sponsored Project funds which are held by the University. Regardless of which departmental unit ordered the item, the fund cited, or the budget expensed, the principle of University ownership prevails.

Moved (insertion) [2]

IV. **AUTHORITY AND RESPONSIBILITIES**

A. Approval Authorization Limits under State Board of Education Policy V.I.

1. Up to One (1) million dollars: University has delegated approval authority.
2. One (1) million to two (2) million dollars: Executive Director of the State Board of Education ("SBOE") has delegated approval authority.
3. Over two (2) million dollars, or a lease that exceeds five (5) years: SBOE.

B. Chief Financial Officer (CFO). Responsible for overseeing the Purchasing Office. Daily operations have been delegated to the University Controller, or designee. The CFO also acts as an Appellate Authority.

C. Departments. Responsible for confirming the availability of funds and ensuring those funds are properly budgeted.

D. Director of Procurement and Vendor Services. Approval Authority for Sole Source requests.

E. Employees. All University employees are responsible for following this policy when making Purchases. Employees have a personal responsibility to conduct University business in an ethical manner and assure the integrity of the purchasing and procurement processes.

F. State Board of Education (SBOE). This policy has been approved by the SBOE. The SBOE Executive Director will be informed of changes to this policy. Proposed changes to this policy may require SBOE approval.

Deleted: State Board of Education. Any

Deleted:

G. University Controller. Ensures that procurement staff are properly trained to execute their duties efficiently and in accordance with laws and regulations. The University Controller is also responsible for ensuring compliance with this policy.

Deleted: <object>

The University owns all property purchased with University Funds. In addition, except where provided by the terms of a Sponsored Project or by operation of law, the University owns all personal property purchased with funds from a Sponsored Project. No department, departmental unit, or University employee may hold a proprietary interest in any piece of University Property or Property purchased with Sponsored Project funds which are held by the University. Regardless of which departmental unit ordered the item, the fund cited, or the budget expensed, the principle of University ownership prevails.

The University owns all property purchased with University Funds. In addition, except where provided by the terms of a Sponsored Project or by operation of law, the University owns all personal property purchased with funds from a Sponsored Project. No department, departmental unit, or University employee may hold a proprietary interest in any piece of University Property or Property purchased with Sponsored Project funds which are held by the University. Regardless of which departmental unit ordered the item, the fund cited, or the budget expensed, the principle of University ownership prevails.

Moved (insertion) [2]

IV. AUTHORITY AND RESPONSIBILITIES

A. Approval Authorization Limits under State Board of Education Policy V.I.
   1. Up to One (1) million dollars: University has delegated approval authority.
   2. One (1) million to two (2) million dollars: Executive Director of the State Board of Education ("SBOE") has delegated approval authority.
   3. Over two (2) million dollars, or a lease that exceeds five (5) years: SBOE.

B. Chief Financial Officer (CFO). Responsible for overseeing the Purchasing Office. Daily operations have been delegated to the University Controller, or designee. The CFO also acts as an Appellate Authority.

C. Departments. Responsible for confirming the availability of funds and ensuring those funds are properly budgeted.

D. Director of Procurement and Vendor Services. Approval Authority for Sole Source requests.

E. Employees. All University employees are responsible for following this policy when making Purchases. Employees have a personal responsibility to conduct University business in an ethical manner and assure the integrity of the purchasing and procurement processes.

F. State Board of Education (SBOE). This policy has been approved by the SBOE. The SBOE Executive Director will be informed of changes to this policy. Proposed changes to this policy may require SBOE approval.

Deleted: State Board of Education. Any

G. University Controller. Ensures that procurement staff are properly trained to execute their duties efficiently and in accordance with laws and regulations. The University Controller is also responsible for ensuring compliance with this policy.

V. COMPETITIVE BIDDING

It is generally good practice to price transactions and collect Quotes from a variety of sources before selecting one. The lowest price may not always be the best value. Departments should consider the total cost of ownership, which includes the purchase price, transportation, handling, inspection, quality, rework, maintenance, disposal, and other associated costs.

A. Vendors. Departments should purchase from responsible Vendors possessing the ability to perform successfully under the terms and conditions of the University with consideration given to such matters as supplier integrity, compliance with public policy, record of past performance, and financial and technical resources.
   1. All Vendors are qualified unless expressly disqualified by the University Director of Procurement and Vendor Services.
   2. Vendors may be disqualified for any of the following reasons:

Moved (insertion) [3]

Deleted: *<object>*

a. Failure to perform according to the terms of any agreement;
b. Attempts by whatever means to cause acquisition Bid specifications to be drawn so as to favor a specific Vendor;
c. Actions to obstruct or unreasonably delay acquisitions by the University;
d. Perjury in a Vendor disqualification hearing;
e. Debarment, suspension or ineligibility from federal contracting of the Vendor, its principals or affiliates; and/or,
f. Any reason in Idaho law that would disqualify a particular Vendor for a particular Bid.

3. A Vendor shall be notified by registered mail within ten (10) days of disqualification and may, within thirty (30) days of the receipt of such notice, challenge the disqualification. The University Controller is the Appellate Authority.
4. Disqualification or conditions may be imposed for a period not exceeding five (5) years.
4. Disqualification or conditions may be imposed for a period not exceeding five (5) years.
4. Disqualification or conditions may be imposed for a period not exceeding five (5) years.
4. Disqualification or conditions may be imposed for a period not exceeding five (5) years.
4. Disqualification or conditions may be imposed for a period not exceeding five (5) years.
4. Disqualification or conditions may be imposed for a period not exceeding five (5) years.
4. Disqualification or conditions may be imposed for a period not exceeding five (5) years.
4. Disqualification or conditions may be imposed for a period not exceeding five (5) years.
4. Disqualification or conditions may be imposed for a period not exceeding five (5) years.
4. Disqualification or conditions may be imposed for a period not exceeding five (5) years.

B. Small Purchases.

1. Purchases are classified as Small Purchases differently depending on the funding source. For goods, costs are determined based on the one-time purchase of property. For services, costs are determined based on the total cost of a contract, including renewal or extension periods.
one-time purchase of property. For services, costs are determined based on the total cost of a contract, including renewal or extension periods.
For services, costs are determined based on the total cost of a contract, including renewal or extension periods.
2. Small Purchasing limits are as follows:
   a. University Funds: less than $20,000.
   b. Federal Funds: less than $10,000.
   c. Purchases made through Jaggaer PunchOut Vendors: less than $50,000.
3. Any Small Purchase contract with a value over $10,000 is subject to ISUPP 1060: *Contract Approval and Execution* and should be reviewed by the Office of General Counsel.
4. Small Purchases are excluded from the Informal Purchase two (2) Quote requirement.

C. Informal Purchases

1. Purchases are classified as Informal Purchases differently based on the funding source. Informal Purchase limits are as follows:
   a. University Funds: $20,000 to $249,000.
   b. Federal Funds: $10,000 to $249,000.
   c. Purchases made through Jaggaer PunchOut Vendors: $50,000 to $249,000.
2. Informal Purchases require a minimum of two (2) Quotes.

Deleted: the policy

Deleted: submitted in writing to the Executive Director for approval. The Executive Director may, in their discretion, refer proposed changes to the Board for approval…

Deleted: ¶ … [4]

Deleted: purchases are those purchases or procurements expected to cost less than two hundred and fifty thousand dollars ($250,000). Costs

Deleted: following:¶
One…

Deleted: purchases

Deleted: purchases

Deleted: ¶
Total…

Deleted: ¶
Total

Deleted: for services

Deleted: for services

Deleted: for services

Deleted: <object>

3. To enhance small business Bidding opportunities in Idaho, when practical and in the best interest of the University, ISU may seek Quotes or Bids from Vendors having a significant Idaho economic presence, as defined in Section 67-2349, Idaho Code.
4. The request for a Quote or Bid may be written, oral, electronic, or telephonic.

Deleted: bidding
Deleted: ,
Deleted: shall
Deleted: a minimum of three quotes
Deleted: vendors
Deleted:
Deleted: quotation
Deleted: , or facsimile

Deleted: <object>

5. Quotes provided from Vendors must be electronic. Both required Quotes must be attached to the requisition order in Jaggaer.

D. Formal Purchases

Formal Purchases are procured through a Formal Sealed Process.

1. Formal Purchases, regardless of the funding source, are all Purchases of $250,000 and greater.
2. Invitations to Bid (ITB) and Requests for Proposals (RPF)
   a. The University Purchasing Department solicits offers from qualified Vendors by issuing an ITB or RFP.
   b. ITBs and RFPs must include a provision requiring that Bids and Quotes accept the University's Terms and Conditions, including the appeals process, or the specific inclusion of separate terms recommended by the Office of General Counsel.
   c. The Formal Sealed Process establishes pricing, specification or performance standards, and the terms and conditions for the purchase of goods and services.
   d. The University may apply the use of a variety of techniques, including but not limited to, reverse auction, electronic posting, or electronic advertisement of solicitations as appropriate to the buying situation.
   e. The University shall ensure adequate ITBs or RFPs are prepared which clearly define the goods and services needed in order for Bidders and Proposers to properly respond to the request.
   e. The University shall ensure adequate ITBs or RFPs are prepared which clearly define the goods and services needed in order for Bidders and Proposers to properly respond to the request.
   e. The University shall ensure adequate ITBs or RFPs are prepared which clearly define the goods and services needed in order for Bidders and Proposers to properly respond to the request.
   e. The University shall ensure adequate ITBs or RFPs are prepared which clearly define the goods and services needed in order for Bidders and Proposers to properly respond to the request.
   e. The University shall ensure adequate ITBs or RFPs are prepared which clearly define the goods and services needed in order for Bidders and Proposers to properly respond to the request.
   f. No property to be acquired shall be accepted which does not meet the minimum Bid specifications.
3. Notice Requirements
   a. Notice of solicitations of Bids or proposals for large purchases will be electronic.
   b. Large purchase notices, regardless of methodology, are referenced in the Vendor section of the University Purchasing Department's website.
4. Contract Award
   a. The University recognizes that an offered low price is not always indicative of the greatest value. Contracts will be awarded by the University pursuant to determination by the University Controller, or designee, of the best value to the University based on the criteria outlined in the solicitation.
   b. Vendors must possess an authorized purchase order number, or Procurement Card (PCard) number, and signed contract for goods or services from the University before

Deleted: formal sealed process. The issuance of

Deleted: or

Deleted: Proposal (RFP) is the method for solicitation of

Deleted: vendors in a sealed process in order to establish

Deleted: The University shall ensure adequate ITB's or RFP's are prepared which clearly define the goods and services needed in order for bidders to properly respond to the request. At the place, date, and time set forth in the solicitation, all bids or proposals received in accordance with the submittal requirements in the solicitation shall be publicly opened and read aloud by the buyer to those persons present.

Deleted: Notice of solicitations of bids or proposals for large purchases may be electronic in nature.

Deleted: Large purchase notices, regardless of methodology, are referenced in the vendor section of the University purchasing department's website.

Deleted: <#>Preference for Idaho suppliers for purchases:¶
Reciprocal preference will be given to Idaho vendors in accordance with Section 67-2349 Idaho Code.¶
Printing services will be awarded to local vendors in accordance with Section 60-101-103 Idaho Code.¶
Where multiple bids and quality of property offered are the same, preference shall be given to property of local and domestic production and manufacture or from bidders having a significant Idaho economic presence.¶

Deleted: UPD

Deleted: Award of contracts in excess of amounts as proscribed in State Board of Education (SBOE) policy

Deleted: *<object>*

providing goods or services. A verbal commitment by a University employee is not authorization for purchases.

c. Where multiple Bids and quality of property offered are the same, preference may be given to property of local and domestic production and manufacture or from vendors having a significant Idaho economic presence.

d. Award of contracts in excess of amounts as proscribed in SBOE Policy V.I. require the written approval of the SBOE Executive Director, or the SBOE in a public meeting.

e. No Vendor or related party, or subsidiary, or affiliate of a Vendor may submit a Bid to obtain a contract to provide property or services to the University, if the Vendor or related party, or affiliate or subsidiary was paid for services utilized in preparing the Bid specifications or if the services influenced the procurement process.

E. JT-Related Purchases.

E. IT-Related Purchases.

1. All software related Purchases must be routed through IT for approval before a purchase is made.
2. Any software purchase on a PCard requires that a preapproval form be completed and approved by IT before the Purchase can be made. Computers and computer supplies are not required to be routed through IT.

F. Sponsored Project Funding. If funding for the purchase of goods or services includes Sponsored Project Funding, federal requirements must be followed. For Sponsored Project Funding, adherence to Uniform Guidance found in 2 CFR §200.319 "Competition" is required.

PURCHASING PROCESS CHART
PURCHASING PROCESS CHART
UNIVERSITY FUNDS

Up to $19,999.99
$20,000–$249,999.99
$250,000 and Higher

Departments follow prudent purchasing practices and receive competitive quotes where practical.
Purchasing Methods: P-Card (based on Individual card limits), Direct Pay, Non-Catalog Purchase Order (Jaggaer)
Requires competitive procedures and a minimum of two quotes.
Purchasing Methods: Non-Catalog Purchase Order (Jaggaer)
Formal RFP or ITB required.
Purchasing Methods: PunchOuts in Jaggaer or Non-Catalog Purchase Order in Jaggaer

FEDERAL FUNDS

Up to $9,999.99
$10,000–$249,999.99
$250,000 and Higher

Departments follow prudent purchasing practices and receive competitive quotes where practical.

Deleted: 3.a

Deleted: of the State Board of Education or the State Board of Education

Deleted: vendor

Deleted: vendor

Deleted: bid

Deleted: vendor

Deleted: bid

Deleted: <#>No property to be acquired shall be accepted which does not meet the minimum bid specifications.¶
Section Break (Next Page)

Deleted: sponsored project funding

Deleted: Idaho preference, waivers and exemptions from bidding could be restricted based on terms and conditions of specific award documents and or funding agency requirements.

Deleted: sponsored project funding

Deleted: must be followed.

Deleted: ¶ ... [5]

Deleted: *<object>*

Purchasing Methods: P-Card (based on individual card limits) , Direct Pay, Non-Catalog Purchase Order (Jaggaer)
Requires competitive procedures and a minimum of two quotes.
Purchasing Methods: Direct Pay Form, Non-Catalog Purchase Order (Jaggaer)
Formal RFP or ITB required.
Purchasing Methods: PunchOuts in Jaggaer or Non-Catalog Purchase Order in Jaggaer

BOTH UNIVERSITY AND FEDERAL FUNDS

Up to $50,000.00
$50,000–$249,999.99

Departments follow prudent purchasing practices and receive competitive quotes where practical.
Purchasing Methods: PunchOuts in Jaggaer
Requires competitive procedures and a minimum of two quotes.
Purchasing Methods: Catalog Purchase Order in Jaggaer

VII. EXEMPTIONS FROM COMPETITIVE BIDDING

A. Small Purchases.
B. Purchases made with University Funds from Jaggaer Non-PunchOut Vendors under $20,000.
C. Purchase made with Federal Funds from Jaggaer Non-PunchOut Vendors under $10,000.
D. Purchases of Jaggaer PunchOut Vendors under $50,000.
E. Sole Source Purchases.
1. The Sole Source exemption is the only Bid exemption allowed on federally funded purchases that would regularly require competitive Bidding (see chart above).
1. The Sole Source exemption is the only Bid exemption allowed on federally funded purchases that would regularly require competitive Bidding (see chart above).
2. The Director of Procurement and Vendor Services is the approval authority for Sole Source Purchase Bid exemption requests. The University Controller, or designee, is the Appellate Authority.
3. Any request for Sole Source Purchase Bid exemptions by a department to restrict a purchase to one potential supplier must be accompanied by a written explanation as to why no other item is suitable or no other Vendors exist to meet the need. Examples include but are not limited to, circumstances where:
   a. The compatibility of equipment, components, accessories, software, replacement parts, or service is the paramount consideration.
   b. A single supplier's property is needed for trial use or testing.
   c. The purchase involves property for which it is determined there is no functional equivalent.
4. If there is more than one potential source for an item, a requirement for a particular proprietary item does not justify a Sole Source Purchase. The University Purchasing

Page 10 of

Deleted: (
Deleted:)
Deleted: ¶
Deleted: an
Deleted: that
Deleted: vendors
Deleted: A
Deleted: sole source purchase if there is more than one potential source for that item. The University purchasing department shall
Deleted: *<object>*

Department may conduct negotiations, as appropriate, to determine price, availability, and terms.

5. If a Sole Source Purchase request is approved, there is an eight (8) business day waiting period. The approval will be posted on the University's Purchasing Department website for three (3) business days then another five (5) business day must pass before a purchase order can be created.

Sole Source determinations are appealable.

F. State Open Contracts.
   1. Certain commodities are procured through open contracts by the State of Idaho Division of Purchasing in order to obtain the lowest possible pricing for all agencies. These contracts can be used without a competitive Bid process.
   2. The University may procure property from a vendor that is not party to a state open contract in situations where a state open contract exists if the cost of the item is equal or less than the price available through a state open contract. Shipping and other associated costs must be included when calculating the amount. Comparative documentation must be retained with the original receipt.
   2. The University may procure property from a vendor that is not party to a state open contract in situations where a state open contract exists if the cost of the item is equal or less than the price available through a state open contract. Shipping and other associated costs must be included when calculating the amount. Comparative documentation must be retained with the original receipt.

G. Cooperative Purchases
   1. Use of contracts issued by cooperative purchasing programs established by an association to which the University belongs that offers goods and services as a result of competitive solicitation process is allowed with approval from the Controller.
   2. Purchases made through the use of cooperative purchasing programs shall be subject to confirmation that such program's competitive solicitation process meets the minimum criteria for competitive solicitation and resulting purchase set forth in University policy.

H. Government and Agency acquisitions:
   1. Rehabilitation agency acquisitions;
   2. Correctional industries acquisitions; and,
   3. Federal government acquisitions.
      a. Purchases from General Services Administration Federal Supply Contractors are allowed when the acquisition is advantageous to the University with approval from the University Controller, or designee.
      b. Federal government acquisitions include federal surplus.
      b. Federal government acquisitions include federal surplus.
      b. Federal government acquisitions include federal surplus.
      b. Federal government acquisitions include federal surplus.
      b. Federal government acquisitions include federal surplus.
   4. Interagency contracts, including contracts with other institutions of higher education.

Page 11 of

Moved (insertion) [4]

Deleted: ¶
¶
EXEMPTIONS FROM BIDDING¶
¶
Purchases under $10,000¶
Bulk Contract purchasing¶

Deleted: <#>No officer or employee shall fail to utilize an open contract without justifiable cause for such action. Justifiable cause shall be determined by the Chief Financial Officer. Approved deviations from open contract use will be administered by the UPD.¶

Moved (insertion) [5]

Deleted: UPD.

Moved up [5]

Moved up [5]

Deleted: <#>Where no state open contract exists, state institutions of higher education (as defined in 67-9203(16) Idaho Code) operating under the SBOE approved model purchasing policy, may collaborate with each other or the University of Idaho on solicitations where the combined volume of multiple institutions will provide the best value.¶

Deleted: <#>.....Section Break (Next Page).....
Rehabilitation agency acquisitions.¶
Correctional industries acquisitions.¶

Deleted: <#>.....Section Break (Next Page).....
Rehabilitation agency acquisitions.¶
Correctional industries acquisitions.¶

Deleted: <#>including

Deleted: <#>including

Deleted: <#>including

Deleted: <#>including

Deleted: <#>including

Deleted: *<object>*

a. The University may contract with any one or more other public agencies or institutions of higher education to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, including, but not limited to joint contracting for services, supplies and capital equipment, provided that such contract shall be authorized by the governing body of each party to the contract.

b. The University may collaborate with other state institutions of higher education on solicitations where the combined volume of multiple institutions will provide the best value.

I. Situational Acquisitions, including, but not limited to:

1. Legal advertising, publication or placement of advertisements directly with media sources.
2. Contracts for legal services or bond related services.
3. Professional or consultant services costing less than $250,000 and lasting less than one (1) year in duration.
   $250,000 and lasting less than one (1) year in duration.
4. University employee education, training, and related travel expenses costing less than $250,000.
   $250,000.
5. Purchases of goods or services in which the Vendor has offered special educational discounts that are below the MSRP or list price exclusively to schools, colleges, and universities.
6. Goods or services for which competitive solicitation procedures are impractical, including, memberships, subscriptions, ongoing software and IT upgrades, license renewals. Impracticality will be determined by Purchasing.
6. Goods or services for which competitive solicitation procedures are impractical, including, memberships, subscriptions, ongoing software and IT upgrades, license renewals. Impracticality will be determined by Purchasing.
   , including, memberships, subscriptions, ongoing software and IT upgrades, license renewals. Impracticality will be determined by Purchasing.
7. Merchandise for resale.
8. Purchase of copyrighted materials available primarily from the publisher.
9. Membership dues, subscriptions, certifications and accreditation fees.
9. Membership dues, subscriptions, certifications and accreditation fees.
10. Used goods. Used goods must be evaluated for quality and functional condition in order to mitigate the risk of hidden defects, warranty limitations, or an increased cost of maintenance.
11. Preventative maintenance and repair of scientific equipment, when the services are only available from a single supplier.
12. Ongoing maintenance, upgrades, support, or additional licenses for software or other information technology solutions, including a change in the manner of solution delivery; which software or solution was originally acquired in compliance with the purchasing laws in effect at the time of acquisition.
13. Ongoing maintenance, upgrades, and support for existing equipment.

J. Emergency Purchases

1. The University Controller, or designee, may authorize emergency purchases of goods and services when it is determined that the goods or services are immediately necessary and in

Page 12 of

Deleted: acquisitions

Deleted: ,

Deleted: and information related technology

Deleted: ¶

Deleted: ¶

Deleted: with

Deleted: offered by vendors

Deleted: , and other educational institutions where the property is for the express purpose of educating students…

Deleted: <#>Concession services where there is no expenditure of University funds.¶

Deleted: <#>.¶
Medical director…

Deleted: <#>.¶
Medical director

Deleted: <#>medical professional services

Deleted: <#>medical professional services

Deleted: <#>medical professional services

Deleted: Property held

Deleted: , such as bookstore inventory.

Deleted: <#>Goods that are in used condition.¶

Deleted: UPD

Deleted: *<object>*

the best interest of the University. Examples of circumstances that could necessitate an emergency purchase include:

a. Unforeseen circumstances that are beyond the control of the University or constituting a force majeure;

Deleted: or

Deleted: .

Deleted: <object>

b. Circumstances that present a real, immediate or extreme threat to the proper performance of essential University functions; and/or,
c. Events that may reasonably be expected to result in excessive loss or damage to property or other resources, and/or bodily injury or loss of life.

2. Financial or budget constraints do not constitute an emergency.
3. Any affected department may make an emergency purchase in the open market at the best attainable price when a documented emergency condition exists and the need cannot be met through the University's normal procurement method, provided that:
   a. Funds are available for the purchase.
   b. Verbal authorization is obtained from the Chief Financial Officer.
   c. Competition to the fullest extent practicable under existing circumstances is obtained and documented.
   d. The cost of the purchase does not exceed the amount requiring SBOE Executive Director approval as prescribed in SBOE policy V.I.3.a.
4. A fully signed explanation of the circumstances surrounding the emergency and the necessity for the purchase is filed by the requester with the University Controller, or designee within two working days after such purchase or cessation of emergency conditions, whichever is later. A sample explanation of circumstances can be found at https://www.isu.edu/financeadmin/forms/.

K. Direct Negotiations

1. In lieu of competitive Bidding, and when not covered by a State Open Contract, negotiations may be conducted whenever any of the following conditions are applicable and expressly authorized by the University Controller, or designee, in writing, prior to the Purchase:
   a. The public good will not permit the competitive Bid process due to unforeseeable time constraints;
   b. No responsive or responsible Bids are received at acceptable levels of price, service or terms;
   c. Approved Sole Source scenarios;
   d. The purchase is for scientific, experimental, developmental or research work, or for the manufacture of furnishing of property for experimentation, development, research or test;
   e. Where there is a particular savings through the use of educational discounts; or
   f. Acquisition of federal surplus or excess property.

May

Deleted: May

Deleted: Office of the

Deleted: UPD

Deleted: bidding

Deleted: open contract

Deleted: UPD:

Deleted: as determined by the UPD

Deleted: bid

Deleted: .

Deleted: bids

Deleted: .

Deleted: sole source

Deleted: .

Deleted: .

Deleted: .

Deleted: <*object*>

Page 1: [1] Deleted	Microsoft Office User	11/25/25 12:26:00 PM
Page 3: [2] Deleted	Microsoft Office User	11/25/25 12:26:00 PM
Page 3: [3] Deleted	Microsoft Office User	11/25/25 12:26:00 PM
Page 6: [4] Deleted	Microsoft Office User	11/25/25 12:26:00 PM
Page 9: [5] Deleted	Microsoft Office User	11/25/25 12:26:00 PM

SUBJECT

Idaho State University - Prison Education Program Tuition and Fee Proposal

REFERENCE

May 15, 2023	The Idaho State Board of Education approved an Idaho Correctional Education per credit hour and full-time rate for Lewis-Clark State College.
August 20, 2025	The Idaho State Board of Education approved an Idaho Correctional Education per credit hour and full-time rate for University of Idaho.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University requests approval to implement a Pell-indexed tuition structure for incarcerated students enrolled in ISU's Prison Education Programs at Pocatello Women's Correctional Center (PWCC).

Federal Pell Grants are the primary source of financial aid available to incarcerated students. Because Pell award amounts change annually and represent the primary funding source for this population, tuition must be structured to:

- Align directly with the maximum Pell award for each academic year
- Avoid exceeding Pell eligibility
- Eliminate institutional subsidy
- Maintain long-term program sustainability

To ensure compliance and fiscal responsibility, ISU proposes a tuition model that mirrors the university's existing undergraduate tuition structure:

- Per-credit tuition charged for 1–9 credits
- Flat full-time tuition charged for 10–18 credits

PROPOSED TUITION STRUCTURE

1. Annual Pell Alignment

   ISU proposes that full-time annual tuition (two semesters) for incarcerated students at PWCC be set at:
   An amount equal to 100% of the maximum Federal Pell Grant award for the applicable academic year.

2. Semester-Based Structure (Aligned with ISU Policy)

   Because ISU caps tuition at 10 credits per semester, the Pell-indexed annual tuition would be divided evenly across two semesters:

- Full-Time Semester Tuition (10–18 credits):
  50% of the maximum Pell award for that academic year.
- Per-Credit Rate (1–9 credits):
  Calculated by dividing the semester full-time rate by 10 credits.

This ensures consistency with ISU's standard tuition structure. Alignment with Pell funding results in no tuition charged above the Pell maximum and an automatic annual adjustment without requiring recurring Board action.

PROJECTED SCENARIO: ACADEMIC YEAR 2026–2027
For modeling purposes, we will use the current projected maximum Pell Grant of $7,395 for Academic Year 2026–2027. Under the proposed structure:

Annual Full-Time Tuition = $7,395
Semester Full-Time Tuition (10–18 credits)
$3,697.50 per semester

Per-Credit Rate (1–9 credits)
$369.75 per credit hour
($3,697.50 ÷ 10 credits)

Under this model:
A student taking 6 credits would pay:
6 × $369.75 = $2,218.50
A student taking 10–18 credits would pay:
$3,697.50 (flat semester rate)

This structure mirrors ISU's on-campus tuition model while remaining fully aligned with Pell eligibility, maintains ISU's existing tuition framework (per credit to 10; flat beyond 10), ensuring institutional consistency and accounting simplicity; and eliminates most institutional subsidy requirements since it aligns tuition directly with available federal funding. This fee structure supports stable program planning and expansion by indexing tuition to the annual Pell maximum.

IMPACT

This proposal establishes a flexible, self-adjusting tuition framework that:

- Aligns with annual federal Pell changes
- Mirrors ISU's approved tuition structure
- Supports long-term correctional education sustainability
- Eliminates reliance on institutional subsidy
- Enhances financial clarity for incarcerated students

The financial impact is primarily structural and administrative; however, the programmatic impact supports expanded access to postsecondary education at PWCC and strengthens reentry preparation.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed Idaho State University's (ISU) request to implement a Pell-indexed tuition structure for incarcerated students enrolled in the ISU Prison Education Program at the Pocatello Women's Correctional Center.

The proposed structure aligns tuition with the maximum Federal Pell Grant award for each academic year and mirrors ISU's standard tuition model, charging per-credit tuition for 1–9 credits and a flat full-time tuition rate for 10–18 credits.

By indexing tuition to the maximum Pell award, it allows ISU's tuition rate to adjust automatically with annual federal funding changes while ensuring that tuition does not exceed Pell eligibility for participating students.

This updated structure is intended to support program sustainability and reduce the need for institutional subsidy while expanding access to postsecondary education for incarcerated students.

Board staff recommends approval.

BOARD ACTION

I move to approve Idaho State University's request to implement a Pell-indexed tuition structure for incarcerated students enrolled in ISU's Prison Education Programs at Pocatello Women's Correctional Center.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SUBJECT

Lewis Clark State College - Ellucian Colleague Enterprise Resource Planning (ERP) Software License Renewal

REFERENCE

April 2021	Board approved Lewis Clark State College enter into a 5 year contract with Ellucian

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Lewis-Clark State College (LC State) has utilized Ellucian's Colleague Enterprise Resource Planning (ERP) system since 1992. Due to the rising cost of technology and financial constraints, LC State seeks to enter into a five-year contract with Ellucian. The new contract is estimated to cost approximately $2.4M over a five-year period. This will save LC State over $150,000 versus doing annual license renewals over five (5) years.

IMPACT

A centralized digital platform that integrates administrative and academic functions into one unified system as well as providing significant cost savings to the institution.

ATTACHMENTS

Attachment 1 – Proposed Ellucian Colleague ERP Contract

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed Lewis-Clark State College's (LC State) request to renew its Ellucian Colleague ERP license. LC State has maintained a long-standing relationship with Ellucian, utilizing the Colleague ERP system for over three decades since 1992. The Colleague platform serves as LC State's core administrative system, supporting critical functions including student information, financial management, human resources, and academic records.

The proposed five (5) year contract represents a financially sound decision for LC State. At an estimated total cost of $2,402,663, the agreement saves in excess of $150,000 compared to renewing the license on an annual basis. Locking in a multi-year term also provides LC State with cost predictability and protection against price escalations.

This request is consistent with the Board's prior April 2021 approval authorizing LC State to enter into a five (5) year contract with Ellucian and aligns with Board Policy V.I.3.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Lewis-Clark State College to enter into a contract with Ellucian for $2,402,663 over a term of five-years as set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ORDER FORM

This Order Form (the "Order Form") is made by and between **ELLUCIAN COMPANY LLC** ("Ellucian") and Lewis-Clark State College ("Client"). This Order Form is subject to the terms and conditions of the most recent underlying agreement between the parties related to licensing software, providing professional services and/or providing software support services or maintenance, as applicable (collectively, the "Agreement"). This Order Form will constitute a separate and independent contract between the parties hereto.

Term. The period commencing on the Beginning Date and continuing until the Expiration Date (each as specified in this Order Form) is the "Initial Term." Following the Initial Term, this Order Form will automatically renew for successive periods of twelve (12) months, at Ellucian's then-current rates unless either party provides written notice to the other party at least ninety (90) days prior to the commencement of the applicable renewal term. Ellucian shall provide Client with current rates in writing at least one hundred twenty (120) days prior to the commencement of the applicable renewal term. The Initial Term combined with any renewal Contract Year(s) is referred to herein as the "Term."

SOFTWARE SUPPORT SERVICES:

Client is obtaining Software Support Services for the following Software for the fees stated in the Software Support Services Table(s) and the note(s) thereto.

Services Limitations. All Software Support Services will be part of the applicable Baseline Software and will be subject to all of the terms and conditions of the Agreement. Ellucian's obligation to provide Client with Software Support Services for Baseline Software owned by parties other than Ellucian is limited to providing Client with the software support services that the applicable third party owner provides to Ellucian for that Baseline Software. In this regard, to the extent that an agreement authorizing Ellucian to resell or sublicense a third party's Baseline Software is terminated or expires prior to the Expiration Date, or prior to the expiration of any renewal term, for that Baseline Software, then Ellucian's obligation to provide Software Support Services to Client for that Baseline Software, and Client's obligation to pay Ellucian for same, shall automatically terminate simultaneously with the termination or expiration of the relevant agreement. Client must provide Ellucian with such facilities, equipment and support as are reasonably necessary for Ellucian to perform its obligations under the Agreement, including remote access to the Equipment.

Software Support Services Table - PAID IN ADVANCE				
Description [1]	Maintenance Standard	Beginning Date	Expiration Date	Fee
Official Payments eCommerce	Advantage Plus	July 1, 2026	June 30, 2031	Included
Ellucian Advantage Plus Fees	Advantage Plus	July 1, 2026	June 30, 2031	Included
Rocket RDBMS AE Users [3]	Advantage Plus	July 1, 2026	June 30, 2031	Included
Port Fee Maintenance	Advantage Plus	July 1, 2026	June 30, 2031	Included
TOTAL (for Contract Year ending June 30, 2027)				**$8,179**
TOTAL (for Contract Year ending June 30, 2028)				**$8,752**
TOTAL (for Contract Year ending June 30, 2029)				**$9,364**
TOTAL (for Contract Year ending June 30, 2030)				**$10,020**
TOTAL (for Contract Year ending June 30, 2031)				**$10,721**

Payment Terms - Software Support Services Fee: For the software identified in the Software Support Services Table(s) above, Ellucian's obligation to provide Software Support Services and Client's obligation to make payment for such Software Support Services shall each commence on the Beginning Date and continue through the Expiration Date (as those terms are specified within the Table(s)). The annual fees payable for each Contract Year during the Term are listed in the Software Support Services Table(s) and will not increase except as set forth herein or in the Agreement. With respect to Software Support Services that are paid in advance, fees for each Contract Year will be specified by Ellucian in an annual invoice issued in advance of each such Contract Year (except that the invoice for the initial Contract Year will be issued on or after the Execution Date of this Order Form). With respect to Software Support Services that are paid in arrears, fees for each Contract Year will be specified by Ellucian in an annual invoice issued on the first day of the last month of the applicable Contract Year.

TERM SOFTWARE:

For the Software identified in the Term Software Table below, Ellucian grants Client a non-exclusive, non-transferable license to use the Software during the Term on the Equipment residing within the Territory for Client's internal use only and subject to all use restrictions and limitations set forth in the Agreement. This license with respect to Term Software will begin on the Beginning Date and will continue until the Expiration Date (as those terms are specified below).

Term Software Table

Description [1]	Maintenance Standard	Beginning Date	Expiration Date	Fee
Colleague Enterprise: Includes Colleague Unrestricted Users, Communications Management, Demographics, Electronic File Programming (ELF), Cash Receipts, Facilities Profile, Scheduling & Staff Information, Accounts Receivable, General Ledger, Workflow Management System, Activities & Events	Advantage Plus	July 1, 2026	June 30, 2031	Included [2]
Colleague Studio	Advantage Plus	July 1, 2026	June 30, 2031	Included [2]
Student & Financial Aid: Includes Admissions, Degree Audit, Curriculum Management, Faculty Information, Academic Records, Registration, Student Refunds, EDI SPEEDE Transaction Sets, Admissions Application Interface , Workflow Definition Tool for Student, Campus Organization, Student Planning, Colleague Self-Service Financial Aid, Colleague Instant Enrollment, Colleague Retention Alert	Advantage Plus	July 1, 2026	June 30, 2031	Included [2]
Colleague Gradebook	Advantage Plus	July 1, 2026	June 30, 2031	Included [2]
Residence Life	Advantage Plus	July 1, 2026	June 30, 2031	Included [2]
Colleague Finance: Includes Accounts Payable, Purchasing, Workflow Definition Tool for Finance, Budget Management, Fixed Assets, Projects Accounting	Advantage Plus	July 1, 2026	June 30, 2031	Included [2]
Human Resources Includes Payroll, Position Management	Advantage Plus	July 1, 2026	June 30, 2031	Included [2]
Colleague ODS	Advantage Plus	July 1, 2026	June 30, 2031	Included [2]

CLOUD SOFTWARE:

For the Cloud Software identified in the Cloud Software Table and the Additional Cloud Software Table below, Ellucian grants Client a non-exclusive, non-transferable license to use the Cloud Software during the Term for Client's internal use only, on the terms and conditions of the Agreement. This license with respect to the Cloud Software will begin on the Beginning Date and will continue until the Expiration Date (as those terms are specified below).

Cloud Software Table			
Description [1]	Beginning Date	Expiration Date	Fee
Ellucian Intelligent Learning Platform Enterprise for Canvas	July 1, 2026	June 30, 2031	Included [2]
Ellucian Experience Premium	July 1, 2026	June 30, 2031	Included [2]
On-Demand Training (Licensing up to 50 Named Users)	July 1, 2026	June 30, 2031	Included [2]
Ellucian Intelligent Processes - Tasks and Holds	July 1, 2026	June 30, 2031	Included [2]

PAYMENT SUMMARY FOR TERM SOFTWARE TABLE AND CLOUD SOFTWARE TABLE [4]	
TOTAL for Term Software and Cloud Software for Contract Year ending June 30, 2027)	**$329,498**
TOTAL for Term Software and Cloud Software for Contract Year ending June 30, 2028)	**$345,973**
TOTAL for Term Software and Cloud Software for Contract Year ending June 30, 2029)	**$363,272**
TOTAL for Term Software and Cloud Software for Contract Year ending June 30, 2030)	**$381,435**
TOTAL for Term Software and Cloud Software for Contract Year ending June 30, 2031)	**$400,507**

Additional Cloud Software Table			
Description [1]	Beginning Date	Expiration Date	Fee
Ellucian Travel & Expense Mgmt by Chrome River - Unlimited Reports [3]	July 1, 2026	June 30, 2031	$28,941
Ellucian Travel & Expense Mgmt by Chrome River - Unlimited Folio Reports [3]	July 1, 2026	June 30, 2031	$2,894
Ellucian Workflow Enterprise	July 1, 2026	June 30, 2031	$50,141
TOTAL for Additional Cloud Software for Contract Year ending June 30, 2027)			**$81,975**
TOTAL for Additional Cloud Software for Contract Year ending June 30, 2028)			**$86,074**
TOTAL for Additional Cloud Software for Contract Year ending June 30, 2029)			**$90,378**
TOTAL for Additional Cloud Software for Contract Year ending June 30, 2030)			**$94,897**
TOTAL for Additional Cloud Software for Contract Year ending June 30, 2031)			**$99,642**

Payment Terms - Term Software and Cloud Software: For the Term Software and Cloud Software licensed in this Order Form, annual subscription fees for each Contract Year will be specified by Ellucian in an annual invoice issued in advance of each such Contract Year (except that the invoice for the initial Contract Year will be issued on or after the Execution Date of this Order Form). The annual subscription fees payable for each Contract Year during the Term are listed in the Payment Summary for Term Software Table and Cloud Software Table above and beneath the Additional Cloud Software Table and will not increase except as set forth herein or in the Agreement. Payment of the annual subscription fees specified herein is in addition to any subscription fees due under the Agreement or any other software or subscription agreement(s) between the parties.

Notes:

[1] For product descriptions and service standards, see www.ellucian.com/contracts-and-documentation.

[2] See Payment Summary for Term Software Table and Cloud Software Table.

[3] Indicates Software is owned by a Third Party.

[4] For the avoidance of doubt, the Payment Summary for Term Software Table and Cloud Software Table does not include the separate fees payable under the Additional Cloud Software Table or the Software Support Services Table.

Contract Year. As applicable, the term "Contract Year" means each period of twelve (12) months commencing on July 1 during the Term. Depending upon the Execution Date and the parties' intent with respect to aligning payment cycle for the services under this Order Form, the initial Contract Year may be a partial one, in which event fees for that partial, initial Contract Year will be prorated.

Contracted FTE. The Contracted FTE to applicable Software is 2,999.

Invoicing. As applicable based upon the specific products identified in this Order Form, Ellucian will invoice Client in accordance with the Payment Terms section beneath the applicable Table(s) above.

Payment Terms - Generally. Unless a different payment obligation is specified in the Agreement, Client's payments under this Order Form are due within thirty (30) days of the date(s) of invoice(s) except that, with respect to the initial Contract Year only, Client's payment shall be due on the latter of (i) thirty (30) days from the date of Ellucian's invoice for same or (b) the Beginning Date identified within the table(s) above.

Idaho Public Records Act. Pursuant to the Idaho Public Records Act Title 74, Chapter 1, Idaho Code information or documents received from the other party may be subject to public inspection and copying unless a statutory exemption applies. Notwithstanding any provision of this Agreement to the contrary, Lewis-Clark State College may disclose records or information, including information designated as "confidential," to the extent required by applicable law.

Idaho Tort Claims Act. Any obligation on behalf of Lewis-Clark State College to provide indemnification or hold harmless any other party is at all times subject to the maximum extent permitted by Idaho law, including Idaho Code Section 59-1016, and the limitations of liability contained in the Idaho Tort Claims Act. Furthermore, the college shall at no time be liable for more than the pro rata share of the total damages awarded in favor of a claimant that is directly attributable to the negligent or otherwise wrongful acts or omissions of the college or its employees.

Non-appropriation. It is Client's intent to make all payments due under any Order Form(s) if funds are legally available therefor. If, despite Client's efforts, sufficient funds are not appropriated and budgeted or are otherwise legally unavailable by any means whatsoever in any fiscal period for payments due under an Order Form, then Client will immediately notify Ellucian of such occurrence and Ellucian will notify Client that Ellucian will cease providing the Term License, Subscription Services, Professional Services and/or Software Support Services (as applicable), effective on the last day of the fiscal period for which Client's appropriations were received (the "effective date of termination"). Upon the effective date of termination, Client will pay to Ellucian the fees for all such licenses/services through the effective date of termination, as follows: (i) for Term Licenses, Client will pay Ellucian for all Term Licenses up to and including the effective date of termination that have not then been paid by Client (or, if applicable, Ellucian will refund any Term License fees prepaid by Client for any periods following the effective date of termination); (ii) for Subscription Services, Client will pay Ellucian for all Subscription Services up to and including the effective date of termination that have not then been paid by Client (or, if applicable, Ellucian will refund any Subscription Services fees prepaid by Client for any periods following the effective date of termination); (iii) for Professional Services rendered on a fixed fee basis, Client will pay Ellucian for such fixed fee services based upon the level of effort that Ellucian provided through the

effective date of termination, as if such fixed fee services had instead been time-and-materials services; (iv) for Professional Services rendered on a time-and-materials basis, Client will pay Ellucian for such time-and-materials services based upon the applicable services rates provided in the Order Form, multiplied by the number of person-hours of time-and-materials services that Ellucian expended on the time-and-materials services through the effective date of termination; (v) for Software Support Services, Client will pay Ellucian for all Software Support Services up to and including the effective date of termination that have not then been paid by Client (or, if applicable, Ellucian will refund any Software Support Services fees prepaid by Client for any periods following the effective date of termination); and (vi) Client will pay Ellucian for any reimbursable travel and living expenses incurred by Ellucian through the effective date of termination. Without limiting the foregoing, Client represents and warrants to Ellucian that Client will both appropriate and encumber sufficient funds in Client's then-current fiscal year (that is, the Client fiscal year in effect as of the Execution Date or a Perpetual License Order Form) to pay Ellucian the amounts provided in the Perpetual License Order Form as the license fee for the Software and the fees for acquisition of any third party Software in accordance with the payment schedule set forth in the applicable Perpetual License Order Form.

By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for this non-cancelable Order Form. Except as expressly amended by the Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under the Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software product or service.

Ellucian	**Client**
By:	**By:**
Authorized Signature	*Authorized Signature*
Name:	**Name:**
Printed	*Printed*
Title:	**Title:**
Date:	**Date:**

The later date of signature above is the "Execution Date" of this Order Form.
The pricing contained in this Order Form is valid only if the Execution Date occurs on or before May 31, 2026.

ATTACHMENT 1

Client Accounts Payable Contact Information:
Name:
Address:
City, State, Zip:
Email Address:
PO# (if applicable)

Client Cloud Software Provisioning Contact Information:
Name:
Title:
Email:

ATTACHMENT 1

CERTIFICATION

Lewis-Clark State College ("LC State") is prohibited by state law from entering into certain contractual agreements. This Certification by _____ ("**Company**") is made relative to any agreement and/or associated quote, renewal or ordering document by and between Company and LC State and is incorporated therein by this reference.

Company hereby certifies that:

1. Pursuant to Idaho Code Section 67-2346 and 67-2347A, if the total value of the Agreement exceeds one hundred thousand dollars ($100,000) and Company employs ten or more persons, Company 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.

2. Pursuant to Idaho Code Section 67-2359, Company is not currently owned or operated by the People's Republic of China led by the Chinese communist party and will not for the duration of the Agreement be owned or operated by the People's Republic of China.

The terms in this Certification defined in Idaho Code Section 67-2346, 67-2347A, and 67-2359, respectively, shall have the meanings defined therein. This Certification is made solely to comply with the Idaho statutes referenced herein and to the extent such section does not contravene applicable state or federal law.

By signing below, Company represents and warrants it has the authority and knowledge to so certify.

Company

By: _____ Name: _____

Title: _____ Date: _____

SUBJECT

University of Idaho – Schlumberger Technology Corporation Gift – Academic Software License for Petrel Software to Idaho Geological Survey

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.E.5
Idaho Code § 47-201

BACKGROUND/DISCUSSION

The Idaho Geological Survey (IGS) is a state agency administered as a special program by UI per Idaho Code § 47-201. Schlumberger Technology Corporation ("Schlumberger") is a global technological company that specializes in oil, gas and mineral sciences. Schlumberger has offered to renew a donation of highly technical and specialized software to UI for the use and benefit of IGS.

The donation is a renewal of a long-standing academic license for a suite of industry grade software known as "Petrel" and associated modules. The original donation was initiated several years ago by a former IGS director to foster the Oil and Gas program at IGS. The software allows for analytical interpretation of various datasets related to subsurface geology with a focus on oil and gas data.

Schlumberger values the total software donation at $14,251,729.30, consisting of two quotes separately valued at $10,635,262.00 and $3,616,467.30, with no expense incurred by UI or IGS. The acceptance of the gift must be approved by the Board of Regents, per Board Policy V.E.5.

IMPACT

Neither UI or IGS incurs any costs by accepting the Schlumberger donation.

The Petrel software and its associated modules are industry standard and highly specialized. The software will be used primarily for academic research. The use of the software will significantly enhance the UI's and IGS's academic and research mission and better enable the IGS to fulfill its statutory mission as the state's lead agency for the collection, interpretation, and dissemination of geological and mineral data for the state of Idaho.

ATTACHMENTS

Attachment 1 – Schlumberger Quote X-02YK0M Revision 1 UI Software Renewal
Attachment 2 – Schlumberger Quote X-02ZG9I Revision 1

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed the University of Idaho's (UI) request to accept a software donation from Schlumberger Technology Corporation for the Idaho Geological Survey (IGS). The donation consists of an academic license for the Petrel software platform and associated modules. This software is widely used in the oil, gas, and mineral sciences industries for subsurface geological analysis and interpretation.

The donation represents a renewal of a long-standing academic license previously provided to support IGS's research work. The software is valued at $14,251,729.30, and neither UI nor IGS will incur costs associated with the donation.

This software supports the research and academic mission of UI and enhances IGS's ability to fulfill its statutory role in the collection, interpretation, and dissemination of geological and mineral data for the State of Idaho.

Board staff recommends approval.

BOARD ACTION

I move to authorize the University of Idaho to accept the Petrel software donation as set forth in the attached documents, and to authorize the University of Idaho Vice-President for Research and Economic Development, or designee, to execute and ratify the necessary documents to accept the donation in substantial conformity to the documents attached to this motion.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONTRACT

X-02YK0M Revision 1

University of Idaho - DEPT Idaho Geological Survey - 2025 RENEWAL - PETREL TECHLOG PETROMOD

Offer Valid 10/23/2025 To 4/23/2026

Company

Schlumberger Technology Corporation
300 Schlumberger Drive, Sugar Land, Texas 77478, USA

Company Contact

Mr. Steve Schroer - PSD Business System Administrator
sschroer@slb.com
1-303-256-5126 (landline)

Customer

UNIVERSITY OF IDAHO
PO BOX 443022
MOSCOW, ID 83844

Pricing Schedule

Part Number	Description	Quantity	Ref.
AT3B-G1-UNIV	3DP - Petrophysics for High Angle and Horizontal Wells	5	C
PABG-G1-UNIV	ADVANCED BOREHOLE GEOLOGY SUITE	5	C
ATAC-G1-UNIV	Acoustics	5	C
AAGR-B1-UNIV	Advanced Gridding and Upscaling	5	C
ATDV-G1-UNIV	Advanced Plotting	5	C
ATPN-G1-UNIV	Cased Hole	5	C
ACPI-G1-UNIV	Cement and Pipe Integrity	5	C
AECL-B1-UNIV	Classification and Estimation	5	C
ACCS-B1-UNIV	Combined Core System	5	C
ATCB-G1-UNIV	CoreDB	5	C
ADAS-B1-UNIV	Data Analysis	5	C
APVW-B1-UNIV	Data and Results Viewer	5	C
AFRD-B1-UNIV	Discrete Fracture Modeling	5	C
AGDC-B1-UNIV	Domain Conversion	5	C
APSQ-B1-UNIV	Exploration Geology	5	C
ATFP-G1-UNIV	FPress	5	C
AFMD-B1-UNIV	Facies Modeling	5	C
ATFM-G1-UNIV	Field Map	5	C
ATFC-G1-UNIV	Fluid Contact	5	C
PFOR-G1-UNIV	Formation Testing Suite	5	C
APFS-B1-UNIV	FrontSim Locked	5	C
ATGP-G1-UNIV	Geophy	5	C
AHMA-B1-UNIV	History Match Analysis	5	C
ATPS-G1-UNIV	Ipsom	5	C
ATKM-G1-UNIV	K.mod	5	C

ATTACHMENT 1

CONTRACT

X-02YK0M Revision 1

University of Idaho - DEPT Idaho Geological Survey - 2025 RENEWAL - PETREL TECHLOG PETROMOD

Offer Valid 10/23/2025 To 4/23/2026

Part Number	Description	Quantity	Ref.
AMAT-B1-UNIV	Multitrace attributes	5	C
ATNM-G1-UNIV	NMR	5	C
PNMS-G1-UNIV	NMR SUITE	5	C
WPOS-W1-UNIV	PETROMOD OPEN SIMULATOR	5	C
PPPS-G1-UNIV	PETROPHYSICS SUITE	5	C
WP2C-W1-UNIV	PM2D_2-Component	5	C
WP2F-W1-UNIV	PM2D_Flowpath	5	C
WP2P-W1-UNIV	PM2D_Full-2D PressureTemperature	5	C
WP2Y-W1-UNIV	PM2D_Hybrid	5	C
WP2N-W1-UNIV	PM2D_Invasion Percolation	5	C
WP12-W1-UNIV	PM2D_Multi-1D PressureTemperature	5	C
WP2M-W1-UNIV	PM2D_Multi-Component	5	C
WP3C-W1-UNIV	PM3D_2-Component	5	C
WP3F-W1-UNIV	PM3D_Flowpath	5	C
WP3P-W1-UNIV	PM3D_Full-3D PressureTemperature	5	C
WP3Y-W1-UNIV	PM3D_Hybrid	5	C
WP3N-W1-UNIV	PM3D_Invasion Percolation	5	C
WP13-W1-UNIV	PM3D_Multi-1D PressureTemperature	5	C
WP3M-W1-UNIV	PM3D_Multi-Component	5	C
WPPP-W1-UNIV	PM_Parallel (per CPU-core)	5	C
PLOG-G1-UNIV	PRODUCTION LOGGING	5	C
ACAP-B1-UNIV	Petrel Combined HMA and PFO	5	C
ARGM-B1-UNIV	Petrel Geomechanics	5	C
ARSA-B1-UNIV	Petrel Guru	5	C
WPM1-W1-UNIV	PetroMod - PetroMod 1D	5	C
W2DA-W1-UNIV	PetroMod 2D Advanced Migration	5	C
W2DB-W1-UNIV	PetroMod 2D Core	5	C
W3DA-W1-UNIV	PetroMod 3D Advanced Migration	5	C
W3DB-W1-UNIV	PetroMod 3D Core	5	C
WSRG-W1-UNIV	PetroMod Advanced Geochemistry	5	C
WPFR-W1-UNIV	PetroMod Fluid Risk	5	C
WPI2-W1-UNIV	PetroMod Model Builder 2D	5	C
WPI3-W1-UNIV	PetroMod Model Builder 3D	5	C
WSGE-W1-UNIV	PetroMod Structural Geology	5	C
WPUC-W1-UNIV	PetroMod Uncertainty	5	C
APHM-B1-UNIV	Petrophysical Modeling	5	C
AT3P-G1-UNIV	Pore Pressure Prediction	5	C
ARSM-B1-UNIV	Production Forecasting Optimization	5	C
ATQT-G1-UNIV	Quanti	5	C

ATTACHMENT 1

CONTRACT

X-02YK0M Revision 1

University of Idaho - DEPT Idaho Geological Survey - 2025 RENEWAL - PETREL TECHLOG PETROMOD

Offer Valid 10/23/2025 To 4/23/2026

Part Number	Description	Quantity	Ref.
ATQM-G1-UNIV	Quanti.Elan	5	C
AOEW-B2-UNIV	Relief Well Simulation for Well Construction	5	C
ATLK-G1-UNIV	SLB Tool Lock	5	C
ATSM-G1-UNIV	Saturation-Height Modelling	5	C
ASCS-B1-UNIV	Seismic Sampling	5	C
ASVI-B1-UNIV	Seismic Interpretation	5	C
ASVR-B1-UNIV	Seismic Volume Rendering and Extraction	5	C
ASWT-B1-UNIV	Seismic Well Tie	5	C
AUCP-B1-UNIV	Shale Suite	5	C
AASI-B1-UNIV	Structural Interpretation	5	C
ASFA-B1-UNIV	Structural and Fault Analysis	5	C
ASIM-B1-UNIV	Surface Imaging (Satellite Images)	5	C
PTAO-G1-UNIV	TECHLOG ALL-IN-ONE WIRELINE SUITE	5	C
ATCR-G1-UNIV	TechCore	5	C
ATDP-G1-UNIV	TechData Plus	5	C
ATST-G1-UNIV	TechStat	5	C
AT3D-G1-UNIV	Techlog 3DP SLB Forward Models	5	C
ATLB-G1-UNIV	Techlog BASE	5	C
ATTA-G1-UNIV	Techlog C Data API	5	C
ATPY-G1-UNIV	Techlog Python	5	C
ATRT-G1-UNIV	Techlog Real Time	5	C
ATTB-G1-UNIV	Thin-Bed Analysis	5	C
PWLU-G1-UNIV	UNCONVENTIONAL RESERVOIRS SUITE	5	C
AMSA-B1-UNIV	Uncertainty	5	C
ATUN-G1-UNIV	Unconventionals	5	C
AVGC-V1-UNIV	VISAGE Geomechanics Simulator	10	
AWCR-B1-UNIV	Well Correlation	5	C
AWDN-B1-UNIV	Well Path Design	5	C
ATBM-G1-UNIV	Wellbore Imaging	5	C
PIAP-G1-UNIV	Wellbore Integrity Suite	5	C
ATMM-G1-UNIV	Wellbore Stability	5	C
			Net Total: USD 0.00

REFERENCE

A. LICENSED OR LEASED (MAINTENANCE COMPULSORY FOR 12 MONTHS)
B. RENTED (MAINTENANCE INCLUDED THROUGHOUT)
C. TEMPORARY LICENSE (NO MAINTENANCE)
D. PRE-COMMERCIAL (NO MAINTENANCE)
E. THIRD PARTY LICENSE
F. SERVICE

CONTRACT

X-02YK0M Revision 1

University of Idaho - DEPT Idaho Geological Survey - 2025 RENEWAL - PETREL TECHLOG PETROMOD

Offer Valid 10/23/2025 To 4/23/2026

Terms and Conditions

This is a Quotation which contains indemnity provisions and warranty exclusions, please read it carefully.

Upon execution of this Quotation by both parties Company agrees to provide, and Customer agrees to pay the fees, for the software products, services, and/or hardware set out in the Pricing Schedule in this Quotation.

The fees indicated in this Quotation are valid until the validity date shown at the top right of the Quotation.

If there are existing terms and conditions signed between the parties for software, services or equipment and it is referenced in this Quotation, the parties agree to be bound by that agreement; otherwise the parties agree to be bound by the terms and conditions attached to this Quotation and, if applicable, any additions or changes thereto set out in this Quotation.

Terms and conditions on any Customer purchase order or other document are not valid unless included in this Quotation or otherwise explicitly accepted in writing by Company.

Attached Terms and Conditions

TC FOR SOFTWARE USE AND MAINTENANCE FOR US PUBLICLY FUNDED EDUCATIONAL INSTITUTIONS

Additional/Amended Terms and Conditions

To the fullest extent permitted by the laws of the Idaho State in which the Customer is incorporated, the Customer agrees to abide by the terms and conditions of this Agreement.

TOTAL SOFTWARE DONATION VALUE TO UNIVERSITY OF IDAHO - IDAHO GEOLOGICAL SURVEY

TOTAL DONATION VALUE IN USD: $ 10,635,262.00

CONTRACT ID: X-02YK0M

LICENSES WILL BE ISSUED AS A " THREE - YEAR RIGHT TO USE "

Countries of Usage

United States

CONTRACT
X-02YK0M Revision 1
University of Idaho - DEPT Idaho Geological Survey - 2025 RENEWAL - PETREL TECHLOG PETROMOD
Offer Valid 10/23/2025 To 4/23/2026

General Comments

TO ENSURE PROPER PROCESSING OF YOUR ORDER PLEASE PROVIDE OR VERIFY THE FOLLOWING INFORMATION.

Host ID and/or Hardware Key #: 2-2922347, 2-2922354, 2-2922357, 2-2922381, 2-2922549, & 989096D5B76C

City & Region Host ID resides in: _____

Software Version:

University 1st Line of Software Support:

Name: _____

Title: _____

Email Address: _____

Phone Number: _____

License Deliver To Email address: _____

Note: All license keys required for the products and/or services listed on this quotation/contract will be delivered to the above email address.

Customer Authorization

I represent that I have signatory authority of the Customer to accept all terms and conditions listed within this contract.

Name: _____ Title: _____

Signature: _____ Date: _____

SLB Authorization

Company's Authorized Signatory

Name: _____ Title: _____

Signature: _____ Date: _____

Schlumberger

TERMS AND CONDITIONS FOR SOFTWARE USE AND MAINTENANCE, SUPPORT PORTAL, AND REMOTE SUPPORT FOR UNITED STATES PUBLICLY FUNDED EDUCATIONAL INSTITUTIONS

These terms and conditions together with a Quotation executed by both Parties form an agreement between the Parties (the "**Agreement**").

1. Definitions

1.1. **Affiliate:** any legal entity controlling, controlled by or under common control with an entity, where "control" is defined as the legal or beneficial ownership of more than fifty percent (50%) of the voting rights at the assembly of owners of such entity, or in the case of a foreign domiciled affiliate where the prevailing law of the foreign country prohibits majority ownership by a foreign parent organization, an ownership interest by such entity which reflects the maximum controlling interest allowable under the laws of such foreign country, or such other relationship as, in fact, constitutes actual control.

1.2. **Agreement**: these terms and conditions together with a Quotation executed by both parties plus the terms and conditions applicable to additional optional elements included in the Quotation.

1.3. **Amendment:** any addendum, modification or supplement to the Agreement signed by the authorized representatives of both Parties.

1.4. **Authorized User**: Customer's students, faculty, and information technology personnel: (a) who are authorized by the Customer to access and/or use the Software; (b) who are the Customer's students, faculty, and/or employees at the time the Software is accessed and/or used by such person; and (c) that the Customer will effectively control and ensure compliance with the terms of the Agreement.

1.5. **Business Day(s):** the standard days of business excluding official local and national holidays in the country of deployment.

1.6. **Business Hours:** the standard open hours for business during Business Days.

1.7. **Concurrent User(s):** the number of individual Authorized Users with a right to access and/or use the Software at the same time. The maximum number of Concurrent Users allowed to access and/or use the Software at any time may not exceed the number of units of the Software in the Quotation. One unit is required for each instance of Software run at any time.

1.8. **Confidential Information:** non-public and proprietary information, including: Software, information related to third party vendors that Schlumberger works with to provide the Software and/or Support Portal, information related to any security vulnerabilities of the Software and/or Support Portal, and information about Schlumberger's and its Affiliates' products and services. Except as required by applicable law or regulation, Confidential Information will not include information that:

1.8.1. at the time of the disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any breach of the Agreement, act, or omission by the recipient or any of the recipient's representatives;

1.8.2. at the time of the disclosure is, or thereafter becomes, available to the recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the recipient by any legal, fiduciary, or contractual obligation;

1.8.3. was known by or in the possession of the recipient, as established by documentary evidence, before being disclosed by or on behalf of the disclosing party pursuant to the Agreement;

1.8.4. was or is independently developed by recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information; or

1.8.5. that the parties have entered into the Agreement.

1.9. **Customer:** the United States publicly funded educational institution indicated in the Quotation.

1.10. **Customer Liaison:** means an Authorized User who is a point of contact appointed by the Customer that is a full time staff member of Customer (e.g., full professor, senior manager, etc.) and will function as the liaison between the Customer and Schlumberger concerning the Agreement, Software, and Maintenance matters.

1.11. **Delivery:** for Software, unless otherwise specified in the Quotation, means the day when the Software's authorization key is made available for download by Customer. Delivery for Maintenance will be deemed to occur simultaneously with the Delivery of the Software for which it is obtained or on the renewal date.

1.12. **Documentation:** specifications, manuals, handbooks, maintenance libraries, and other publications or media in whatever form supplied or made available to Customer or to which Customer has been given access to in connection with the Software.

1.13. **Embedded Software:** third party software included as part of the Software.

1.14. **Geographic Unit:** limited to the specific country identified in the Quotation.

1.15. **Group:** Affiliates, contractors, subcontractors of any tier, co-interest owners, joint venturers, co-lessees, invitees and their Affiliates, shareholders, directors, officers, employees, agents, consultants and servants.

© Schlumberger



1.16. **Intellectual Property:** all trademarks or trade names (whether common-law or registered), logos, icons, patents, mask works, patents, patent applications, copyrights (whether published or unpublished), trade secrets, know-how, designs, methods, processes, work-flow(s), inventions, proprietary information and transferable rights under written agreements relating to the Software, Maintenance, Services and Support Portal.

1.17. **Interpretations:** (i) processing, review, and analysis of data; (ii) the making of models, workflows, and estimates; (iii) descriptions of data, wells, and reservoirs; and (iv) any other explanation, evaluation, recommendation, or description provided to Customer under the Agreement.

1.18. **Maintenance:** maintenance and support services for the Software provided by Schlumberger.

1.19. **Maintenance Term:** the period of maintenance set out in the Quotation.

1.20. **Party**: Schlumberger or Customer; "**Parties**" means Schlumberger and Customer.

1.21. **Personal Data**: any information submitted by Customer and/or Authorized User that is directly or indirectly related to an identified or identifiable natural person and that is processed to provide the Online Services to the Customer.

1.22. **Personal Data Breach**: an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed in connection with this Agreement.

1.23. **Quotation:** Schlumberger's contract form listing the Software to be used by Customer and/or any Maintenance and any optional elements selected by Customer.

1.24. **Remote Support:** certain support services provided via remote access.

1.25. **Rented/Rental License:** a license to use the Software subject to payment of the periodic fees set out in the Quotation.

1.26. **Schlumberger:** the legal entity indicated in the Quotation, and its Affiliates, providing the Software and Support Portal.

1.27. **Security Incident:** any actual damage to the integrity or security of: (i) the Support Portal available to Customer or others; or (ii) the infrastructure or systems on which the Support Portal operate or rely upon. A Security Incident includes a Personal Data Breach and any other unlawful or unauthorized access to any data resulting in loss, disclosure, or alteration of the data.

1.28. **Software:** the Schlumberger software identified in the Quotation, including, where Customer is entitled to Maintenance, new releases, updates, patches, bug fixes, enhancements and other modifications and where applicable, application software, systems software, Embedded Software, microcode and firmware, and, where included, Documentation related thereto. Software also includes any Schlumberger plug-ins listed in a Quotation. Software does not include external software (including plug-ins) licensed by a third party owner under separate terms.

1.29. **Support Portal:** the Schlumberger website made accessible to the Customer Liaison(s) where Customer can report certain maintenance issues and access other content, tools, and other services (e.g., discussion forums) , as available, including information and support related software.

1.30. **Term:** the time period the Customer is granted access and/or use of the Software and/or Maintenance in the Agreement as specified in the Quotation. If the Quotation states that the term is perpetual, that must be interpreted to mean no greater than three (3) years.

2. License Grant and Scope of Use

2.1. Schlumberger grants to the Customer a non-exclusive, non-assignable, non-transferable, limited term, right to access and use the Software, Support Portal, and Remote Support during the Term of the Agreement solely by Authorized Users for permitted uses in Section 2.2 (Permitted Use) within the Geographic Unit on a Concurrent User basis.

2.2. Permitted Use. Customer and Authorized Users' access and/or use the Software, Support Portal, and Remote Support must be consistent with this Agreement, with such access and/or use only by: (a) Customer's faculty to provide instruction to Customer's students for the purpose of classroom instruction; (b) Customer's students while enrolled in Customer provided educational courses where the student is receiving instruction from Customer's faculty and the Software and/or Support Portal is relevant to the delivered instruction; (c) Customer's faculty and/or students for non-commercial and non-profit academic research projects; and/or (d) Customer's information technology personnel for purposes of providing Customer's faculty and/or students information technology services to facilitate access and/or by the Customer's faculty and/or students use of the Software and/or Support Portal.

3. Customer Obligations and Limitations on Use

3.1. Customer must notify Schlumberger in writing the identity up to two (2) Customer Liaison(s) each calendar year and ensure that Schlumberger has the Customer Liaison(s) contact information up to date at all times;

3.2. Customer must procure, maintain, and secure the computing resources, network connections, and telecommunications it uses to access and/or use the Software, Support Portal, and/or Remote Support.

3.3. Customer must permit Schlumberger to conduct a site assessment of Customer's facilities before Software delivery to confirm the appropriate facilities and computer hardware;

© Schlumberger

SLB-Private

3.4. Customer must retain qualified domain experts for each Software domain licensed under the Agreement (for example, Geology, Petrophysics, Geophysics, and Reservoir Engineering);

3.5. Customer must retain qualified information technology personnel who will support the facilities and computer hardware hosting the Software;

3.6. Customer must ensure Authorized Users', including the Customer Liaison, compliance with the Agreement;

3.7. Customer and its Authorized Users must systematically back-up all applications and data files stored in or utilized by the Software in accordance with industry standards, to protect against the loss of Customer's data. Customer is entirely responsible for the integrity of its data.

3.8. If Schlumberger is provided with Customer data, Customer and the relevant Authorized Users must only provide Schlumberger with copies of Customer data for which it has the legal and contractual right to do so, and agrees that Customer and the relevant Authorized Users must retain all originals and/or backup copies of all Customer data provided.

3.9. Customer must promptly notify Schlumberger, and maintain as confidential any information about: (i) a possible Security Incident caused by the act or omission of Customer and/or an Authorized User; (ii) any security vulnerability of the Software and/or Support Portal of which Customer and/or an Authorized User become aware; and/or (iii) suspected misuse of the Software and/or Support Portal by Customer and/or an Authorized User

3.10. The Software provided to Customer may contain certain features (such as premium modules), the access to and/or use of which is not covered in the Agreement unless specifically licensed by Customer and for which additional fees are applicable. Customer and its Authorized Users must not attempt to disable or hinder any security functionality protecting such features.

3.11. If Customer or any of its Authorized Users is or becomes a denied party or otherwise subject to any sanctions legislation, then Customer must notify Schlumberger and must take reasonable steps to suspend Authorized Users's access and use of the Software, Support Portal, and Remote Support.

3.12. No copies of the Software, including Documentation, is permitted unless authorized by Schlumberger. If any authorized Software copies are made, then those copies must retain all Intellectual Property rights notices. If the Software is installed on a virtual machine, Customer and its Authorized Users must not to duplicate or make copies of the license file in order to run more copies of the Software than the Customer has licensed and is entitled to run.

3.13. Prohibited Use. All access and/or use of the Software, Support Portal, and/or Remote Support not expressly permitted in Section 2.2 (Permitted Use) is prohibited, including doing or assisting another in doing any of the following:

3.13.1. performing consulting services, research, or other services for third parties;

3.13.2. any purpose where the Customer receives any direct or indirect benefit from third parties using the Software or the outputs generated by the Software, whether commercial, financial, or otherwise;

3.13.3. using the Software or outputs generated by the Software for government funded purposes where the government could claim any interest in the Software;

3.13.4. exporting and/or facilitating the access and/or use of the Software outside the Geographical Unit;

3.13.5. permitting anyone who is not an Authorized User to access and/or use the Software, Support Portal, and/or Remote Support;

3.13.6. publishing or displaying the Software and/or Support Portal in any manner except as provided herein;

3.13.7. accessing or using the Software and/or Support Portal in any manner contrary to the Documentation;

3.13.8. accessing or using the Software and/or Support Portal to aid in the development of the science, technology, or product content of another software product similar in function or capability to a commercially available Schlumberger software product without Schlumberger's express written consent;

3.13.9. reverse engineering, decompiling, or disassembling the Software and/or Support Portal;

3.13.10. performing a benchmark or performance analysis of the any version of the Software and/or Support Portal;

3.13.11. developing or creating illegitimate versions, modifications, improvements, and/or derivative works of the Software without Schlumberger's prior written approval unless such are made using properly licensed Schlumberger software specifically designed for such purpose;

3.13.12. introducing into Support Portal or otherwise providing to Schlumberger any third party data and/or software or using the Software and/or Support Portal in any manner that could impose on Schlumberger and terms associated with third party software that require any portion of the Software and/or Support Portal to be disclosed, licensed, or redistributed to any third party;

3.13.13. violating the rights of others (including other Schlumberger's customers or subcontractors using the services);

3.13.14. to stalk, harass, threaten or harm another;

 © Schlumberger

SLB-Private

3.13.15. to pretend to be any person or entity they are not;

3.13.16. to post, send, transmit or otherwise make available any unsolicited communication or any communication that may be libelous, defamatory, disparaging, pornographic, obscene, or otherwise illegal;

3.13.17. to plan or engage in any illegal or infringing activity, including activity intended to cause harm to another;

3.13.18. to gather or store Personal Data of any other user or customer of the Software and/or Support Portal;

3.13.19. to gain or try to gain unauthorized access to or disrupt any service, device, data, account or network;

3.13.20. to distribute malicious software; or otherwise in a way that could harm the Software and/or Support Portal, or impair anyone else's use of same

4. General Payment Terms

4.1. Customer must notify Schlumberger in writing, within five (5) days from the entry into effect of the Agreement, of all pre-requisites and information that Schlumberger must provide with or include in an invoice in order to enable Customer to acknowledge and settle the invoice (e.g. legal entity, billing address, purchase order number, pro forma invoice, etc.). If there are any additional or any other specific information that must be provided with or included in an invoice following delivery of the Software, Customer must, within five (5) days of such delivery, notify Schlumberger of any such additional or specific information. If Customer fails to notify Schlumberger as prescribed above, the following will apply:

4.1.1. an invoice supported by reasonable evidence of delivery of the Software will be deemed a valid invoice, and Customer will be considered to have waived its right to reject or refuse to acknowledge such valid invoice on any ground other than failure to deliver the Software or Maintenance; and

4.1.2. the payment terms and remedies for nonpayment set forth in this Agreement will apply to any such invoice. New or varied invoice pre-requisites or requirements will not take effect and will not become binding upon Schlumberger unless and until they are duly notified to and agreed by Schlumberger in writing prior to the issuance of the invoice.

5. Payment and Disputes

5.1. Payment Terms. Unless otherwise agreed in a Quotation: (a) Customer will pay Schlumberger's published list price for Software, Support Portal, and Remote Support; and (b) Customer will pay all invoices issued under an Agreement within thirty (30) days of the invoice date in United States currency. If the amount due in the Quotation is zero dollars ($0.00), then the amount normally due will be deemed donated to the Customer such that payment will be deemed to have been received upon formation of the Agreement.

5.2. Invoice Dispute. If Customer disputes any portion of an invoice in good faith, Customer must: (a) pay the undisputed portion of the invoice; (b) notify Schlumberger of the basis for the dispute and the specific items disputed (along with all supporting evidence) and; (c) provide a proposed resolution. Customer must not set off or withhold payments due for one billing period against a disputed invoice.

5.3. Late Payment Interest. Unpaid invoiced amounts will begin to accrue interest thirty (30) days after payment is due. Interest will accrue at the maximum amount permitted by law, unless another rate is provided in the applicable Quotation. Customer agrees to pay all reasonable and documented costs and attorneys' fees Schlumberger may incur in collecting any unpaid fees.

5.4. Discount Cancellation. Schlumberger reserves the right to rescind any discounts provided in the Agreement if Customer fails to pay an undisputed portion of an invoice when due or Schlumberger prevails in a dispute resolution process regarding any portion of a disputed invoice. If such discount is rescinded by Schlumberger, Customer must pay Schlumberger the amounts owed for the Software and/or Support Services had the discount never been provided.

6. Term, Suspension, and Termination

6.1. Customer's and its Authorized Users' right to access and/or use the Software, Support Portal, and Remote Support begins on delivery of the Software to Customer and, unless otherwise terminated, expires at the end of the Term.

6.2. Customer will be in material breach for failure to meet its payment obligations and breaches of Section 3.13 (Prohibited Use) and/or 11.2 (Customer Security Obligations).

6.3. If Customer believes Schlumberger has breached this Agreement, Customer agrees to provide written notice to Schlumberger setting out the alleged default. If Schlumberger fails to cure an undisputed default within the thirty (30) day period, Customer may terminate the agreement. Any action brought against Schlumberger under this Agreement must be brought within twelve (12) months after the cause of action arises.

6.4. Schlumberger may suspend or terminate the Agreement, access rights, and/or use rights to the Software, Support Portal, and or Remote Support as Customer will be in breach of the Agreement for: (a) any breach or violation of Section 9.3 (Forum/Chat Room Conduct Guidelines), Section 12 (Compliance with Laws and Export Regulations), Section 14 (Schlumberger Proprietary Rights), Section 15 (Confidentiality), Section 16.1 (Mutual Representations and Warranties), Section 16.3 (Customer Representations and Warranties); (b) for failure to pay any amounts invoiced by Schlumberger, which have not been disputed by Customer in good faith and which are more than thirty (30) days overdue; (c) upon Customer becoming subject to a change of control; or (d) unless otherwise expressly agreed in the Agreement, upon violation of any prohibited use in Section 3.16 (Prohibited Use).



6.5. If Customer and/or any Authorized User is or becomes a denied party or otherwise the subject to any sanctions legislation that, in Schlumberger's reasonable opinion, restricts or prohibits Customer's and/or Authorized Users' access to or use of the Software, Support Portal, and/or Remote Support, such access will be immediately suspended. If legally permitted, Schlumberger will promptly notify Customer of any such suspension, data retention, or data deletion. Nothing herein shall restrict Schlumberger's ability to comply with any legal requirements relating to the retention or deletion of Customer data that may arise in connection with sanctions legislation.

6.6. In addition to the other remedies set out in an Agreement, a Party may immediately terminate this Agreement by written notice to the other Party if:

6.6.1. the other Party commits a material breach of any term of the Agreement and fails to remedy the same within thirty (30) days of the date of the written notice of breach;

6.6.2. the other Party suspends, or threatens to suspend, payment of its debts;

6.6.3. the other Party is deemed insolvent, unable to pay its debts, or enters into any arrangement with its creditors (other than for the sole purpose of a solvent reorganization); or

6.6.4. the other Party files a petition for or becomes subject to an order for winding up, bankruptcy, dissolution, an administrator or receiver is appointed, or anything of similar effect in any country.

6.7. Upon termination or expiration:

6.7.1. Customer and its Authorized Users must: (a) discontinue all access and use of the Software, Support Portal, and Remote Support; and, (b) immediately remove, return or destroy, all copies of the Software and information obtained from the Support Portal and/or Remote Support; and

6.7.2. any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiration will remain unaffected.

7. Customer Data

7.1. Customer is solely responsible for the legality, reliability, integrity, accuracy, and quality of data that Customer and its Authorized Users provides to Schlumberger or makes available to Schlumberger, including through the Support Portal and/or Remote Support. Customer acknowledges that by providing Customer data to the Support Portal, third parties may be able to access and/or export the Customer data from the Support Portal.

7.2. Schlumberger may use Customer's and its Authorized Users' data to provide the Software, Support Portal, and Remote Support, and to secure and improve Schlumberger's products and services. Schlumberger may use information about Authorized Users' interaction with the Software, Support Portal, and/or Remote Support to provide the Software, Support Portal, and/or Remote Support, secure and improve Schlumberger's products and services, and comply with its third-party service provider's consumption reporting requests and requirements.

7.3. Schlumberger may use cloud computing service providers and other third party service providers in connection with the Software, Support Portal, and/or Remote Support. Schlumberger, the cloud computing service providers, or the third party service providers may transmit, maintain, and/or store Customer data using third party computers and equipment in locations around the world, including locations outside the country of operation or incorporation of Customer, or outside the country of origin of the Customer data. Customer may request Schlumberger to maintain and store Customer data in a specified location. Schlumberger shall endeavor to comply with such request, but will be under no obligation to do so.

7.4. If Schlumberger provides Customer with feedback or suggestions about Customer data, then Customer may use that information without obligation to Schlumberger, and Schlumberger hereby irrevocably assigns to Customer all right, title, and interest in that feedback or suggestions; however, Schlumberger retains all right, title, and interest in any feedback or suggestions related to development of, improvements to, or security enhancements to Schlumberger's products and/or services (including the Software and/or Support Portal).

7.5. Schlumberger reserves the right to modify, enhance or remove any feature or functionality of the Software, Support Portal, and/or Remote Support, or suspend or improve the Software, Support Portal, and/or Remote Support without the need for any consent from the Customer.

8. Maintenance.

8.1. Maintenance is included and includes new versions of the Software as it becomes available.

8.2. All Maintenance request must be submitted through the Support Portal and may only be submitted by a Customer Liaison. These requests may be referred to as a "**Ticket**". No more than six (6) Tickets may be submitted by a Customer Liaison in any calendar quarter (i.e., January through March; April through June; July through September; October through December). No Authorized User other than a Customer Liaison is permitted to support a Ticket.

8.3. All content submitted by Customer and/or its Authorized Users and posted on the Support Portal's public areas is non-confidential and may be accessible by third parties ("**Public Content**").

8.4. Customer and its Authorized Users grants Schlumberger a perpetual, non-revocable, world-wide, non-exclusive, transferrable, assignable, license to exploit Public Content and anonymized Ticket information for any purpose.

8.5. If the Customer Liaison submits any proprietary datasets in connection with a Ticket, that dataset must be provided through use of Schlumberger's secure file transfer protocol area in the Support Portal (the "**Data Exchange**"), which will be deemed Customer's Confidential Information.

8.6. Error Corrections. Maintenance includes commercially reasonable efforts to correct reproducible failures in the Software that are reported by a Customer Liaison through the Support Portal, and only if Schlumberger deems the alleged failure to cause a substantially detrimental effect on the Software's performance.

8.7. All modifications made to the Software as part of Maintenance will be made available through the Schlumberger's software download center as part of future versions of the Software. Customer is responsible for the integration and implementation of any such modifications or updates and enhancements, including loading any applicable media in accordance with Schlumberger's instructions.

8.8. New versions, updates, and enhancements to the Software may not be compatible with previous Software versions and data may not function properly in a mixed version environment.

8.9. Exclusions from Maintenance.

8.9.1. Customer will render void the Maintenance and Schlumberger will not be liable to Customer for any errors, losses, or damage resulting from modifications made to Software by Customer or any third party.

8.9.2. Maintenance does not include application development, Software programming support, or step by step instructions for Software configuration above and beyond general usage questions.

8.9.3. In addition to the above, Maintenance excludes the following: (a) problems resulting from Customer's fault or negligence; (b) problems that do not significantly impair or affect the operation of the Software; (c) problems resulting from hardware malfunction; (d) software not licensed by Schlumberger under the Agreement, including that which Schlumberger stops selling; and (e) installation of the Software on Customer's computer system or training on the use or benefits of the Software (such services may be purchased under a separate Services agreement).

8.9.4. The Software is provided only for standard hardware platforms and operating systems as indicated in the Documentation. Customer is responsible for providing interfaces for non-standard devices, software, or custom applications.

9. Support Portal

9.1. The Support Portal contains electronic content, tools, and other services including discussion forums. Schlumberger may change or update information available through the Support Portal at any time, but makes no commitment to do so.

9.2. Support Portal Registration

9.2.1. Authorized Users may be required to register before accessing portions of the Support Portal, which may require providing personally identifiable information ("**Registration**"). Customer will ensure all information provided for Registration will be true, accurate, current, and complete information.

9.2.2. Authorized Persons: (i) will maintain only one active Registration at all times (iii) must keep their Registration current, including reflecting the country of residence and the country from where they access the Support Portal; (iv) keep their access credentials secret and prevent any other person accessing the Support Portal with their access credentials; and (v) promptly report suspected unauthorized access to the Support Portal by emailing Schlumberger at customercarecenter@slb.com

9.2.3. Schlumberger may suspend or terminate a Registration and access to the Support Portal without prior notice if it discovers: (i) any information in the Registration is not true, accurate, current, or complete; or (ii) a violation of the Agreement.

9.3. Forum/Chat Room Conduct Guidelines

9.3.1. Customer must notify its Authorized Users and enforce compliance with the conduct guidelines for accessing and using forums or chat rooms in the Support Portal.

9.3.2. The forms and/or chat rooms must not be used (a) for or to promote illegal purposes (b) to transmit unlawful, harassing, invasive of another person's privacy, harmful, vulgar, obscene or otherwise objectionable content. Violation of Section 9.3 (Forum/Chat Room Conduct Guidelines) may result in removal of the posted content, termination of a Registration, legal action by Schlumberger and/or a third party, and/or Schlumberger's termination of the Agreement.

9.3.3. Customer assumes the entire risk of use from using forums and/or the content contained therein, including harm to Customer's systems, environment, and/or data. Customer waives all rights against and liability from Schlumberger and its Affiliates for use of forums and/or the content contained therein. Customer should exercise all discretion before relying on any information in forums and/or messages, as the information may be incorrect or misleading.

 © Schlumberger

SLB-Private

9.3.4. Customer and its Authorized Users are prohibited from violating or attempting to violate the security of this Support Portal, including without limitation:

9.3.4.1. accessing data not intend for Customer or accessing or attempting to access a server or account the Customer is not authorized to access;

9.3.4.2. performing any stress, vulnerability, penetration, availability, performance testing on, or otherwise attempt to access, any network, system, server, or computer hosting the Support Portal or introduce any virus or malicious software or similar into the Support Portal;

9.3.4.3. sending unsolicited electronic mail or advertising to other users, including promotions or advertising of products or services

9.3.5. Violations of these security rules may result in civil or criminal liability. Schlumberger and its Affiliates have the right to investigate occurrences that they suspect as involving such violations and will have the right to involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

9.3.6. Customer agrees that neither it nor its Authorized Users will engage in any activity on the Support Portal which is in breach of any intellectual property rights.

9.3.7. Customer agrees that neither it nor its Authorized Users will collect or store personal data about other users.

9.4. Third Party Support Providers. Schlumberger may use third party service providers to provide or assist in providing the Support Portal.

9.5. Communications through Support Portal. Except for the Data Exchange, communications through the Support Portal are non-confidential.

9.6. **SUPPORT PORTAL RELEASE AND WAIVER. IN ADDITION TO SECTION 18 (LIMITATIONS ON LIABILITIES AND REMEDIES), CUSTOMER AND ITS AUTHORIZED USERS RELEASE SCHLUMBERGER FROM AND WAIVE ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGE OF ANY KIND RELATED TO ACCESS TO, USE OF, AND/OR ANY CONTENT SUBMITTED TO THE SUPPORT PORTAL, INCLUDING THOSE RELATED TO: NEGLIGENCE; PRIVACY; ACCESS AND/OR USE OF THE SUPPORT PORTAL; TIMELINESS OF RESPONSES BY SCHLUMBERGER OR THIRD PARTIES TO TICKETS; AND/OR UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER SUBMISSIONS TO THE SUPPORT PORTAL.**

10. Remote Support Use

10.1. While receiving support from Schlumberger related to a Ticket, a Customer Liaison may request Remote Support after all reasonable attempts to resolve a support issue have been exhausted through the Customer's and Authorized User's research on the internet and utilization of the Support Portal.

10.2. By requesting Remote Support:

10.2.1. Customer and the relevant Authorized User must grant remote access to the relevant computers or other devices to Schlumberger, its Affiliates, and/or subcontractors (the "**Support Team**") for the purpose of providing Remote Support. Before granting such remote access, Customer and the relevant Authorized User are responsible for ensuring: (a) all data, applications, or other content is backed-up before granting remote access; (b) the relevant computer will not have any Confidential Information not otherwise subject to the Agreement displayed to the Support Team; (c) the relevant computer will be attended by the Customer Liaison and relevant Authorized User during the Remote Support session

10.2.2. Customer and the relevant Authorized User grants the Support Team a world-wide, royalty-free, license to use, modify, publicly display, reproduce, and distribute content of all visual, written, or audible communications and any other material ("**Remote Content**") displayed, uploaded, exchanged, or transmitted as a result of providing the Remote Support for the limited purpose and to the extent necessary for providing the Remote Support.

10.2.3. As part of the Remote Support session, Schlumberger may advise Customer and the relevant Authorized User on solutions to (a) certain features that are undesirable or (b) issues that have arisen due to third party products. Such advice must not be deemed as acknowledgement by Schlumberger that these issues or features constitute errors in Schlumberger's products or services.

10.2.4. If Customer or its relevant Authorized User is granted access to other Schlumberger software ("**Other Software**") not subject to the Agreement for the purpose of the Remote Support, Customer agrees that the terms of the Agreement apply for the Other Software and rights in the Other Software terminate upon termination of the Remote Support session.

10.2.5. Remote Support is provided with no warranty that the Customer and/or relevant Authorized User's support concerns will be resolved.

10.2.6. The Support Team may not be physically located in the Geographic Unit.

11. Data Privacy and Security.

11.1. Schlumberger provides the Support Portal and Remote Support consistent with its Privacy Statement (http://www.slb.com/about/privacy.aspx), and all laws regarding Personal Data.

11.2. Customer Security Obligations. Neither Customer nor Authorized Users, nor anyone on their behalf, will perform any stress, vulnerability, penetration, availability, benchmark, performance testing on, or otherwise attempt to access, any network, system, server, or computer hosting the Software, Support Portal, and/or Remote Support, or introduce any virus or malicious software or similar into the Software, Support Portal, and/or Remote Support.

12. Compliance with Laws and Export Regulations

12.1. Customer and Authorized Users will comply with all laws and regulations applicable to the respective party related to the access and/or use of the Software, Support Portal, and/or Remote Support, including data transmission, storage, processing, privacy, data residency, import/export controls, and international sanctions.

12.2. Customer has been licensed to use the Software, Support Portal, and/or Remote Support in the Geographical Unit. The exportation to or use in Cuba, North Korea, North Sudan, Syria, Iran or other countries that are subject to United States of America, United Nations, European Union or similar trade sanctions/embargoes is prohibited. Customer shall comply with all applicable export control, trade sanctions and other foreign trade control laws, rules and regulations. Customer's use, export, transfer, assignment, or other movement of the Software or information from the Support Portal and/or Remote Support in violation of any requirements set forth in Section 12 (Compliance with Laws and Export Regulations) will result in the automatic termination of the Agreement, and all rights granted therein.

13. Assignment. No rights or obligations under the Agreement may be assigned or transferred by Customer in any manner, whether voluntary, by merger, operation of law, or otherwise without the other party's prior written agreement form Schlumberger. Schlumberger may assign its rights and obligations under the Agreement to any Schlumberger Affiliate or to any successor in interest in the event of a merger, corporate reorganization, or sale of all or substantially all of its assets relating to its business to which the Agreement pertains.

14. Schlumberger Proprietary Rights.

14.1. All title, ownership, and right in and to the Software, Support Portal, Remote Support, and Intellectual Property rights embedded therein, as well as any modifications or derivative works of the Software, Support Portal, and/or Remote Support (even if created by Customer or by an Authorized User), and any media or infrastructure on which the Software, Support Portal, and/or Remote Support is provided, remain with Schlumberger and/or its licensors.

14.2. If Customer or its Authorized Users provides Schlumberger feedback or suggestions about the Software, Support Portal, and/or Remote Support, then Schlumberger may exploit that information without obligation to Customer or its Authorized Users; and Customer and its Authorized Users irrevocably assigns Schlumberger all rights, title, and interest in that feedback and/or those suggestions.

14.3. Except as expressly stated in Section 2 (License Grant and Scope of Use), this Agreement does not grant the Customer and/or its Authorized Users any rights to or in patents, know how, copyright, database right, trade secrets, Schlumberger's Confidential Information, trade names, trademarks (whether registered or unregistered), or any other rights or licenses to any portion of Schlumberger's products, or services.

15. Confidentiality.

15.1. Each party agrees to maintain all Confidential Information received from the other party in secrecy and confidence during the Term of this Agreement, and for a period of five (5) years after the termination or expiry of the last agreement entered incorporating these terms and conditions or such terms substantially similar, using the same degree of care as it used to protect its own confidential information. In no event will the receiving party use less than a commercially reasonable degree of care.

15.2. If a third party requests Confidential Information from a receiving party pursuant to a legal requirement, the receiving party will do the following, if legally permitted:

15.2.1. promptly notify the disclosing party of the request;

15.2.2. reasonably assist the disclosing party in seeking a protective order or similar remedy if the disclosing party requests such assistance;

15.2.3. inform the disclosing party of the Confidential Information provided to the third party; and

15.2.4. endeavor to maintain the confidentiality of Confidential Information disclosed to the third party.

15.3. Communications through the Support Portal and/or Remote Support may be available to other parties. All information provided by Customer and/or its Authorized Users through the Support Portal and/or Remote Support will be deemed non-confidential; however, information provided by Schlumberger may be Confidential Information.

16. Representations and Warranties

16.1. **Mutual Representations and Warranties.** Each party represents and warrants to the other party that:

16.1.1. if a legal person, the party is a validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of the party's incorporation or other organization;

16.1.2. the party has the full right, power and authority to enter into and perform the party's obligations and grant the rights, licenses, consents, and authorizations the party grants or is required to grant under the Agreement; and

16.1.3. the acceptance of the Agreement has been duly authorized by all necessary individuals, corporate, or organizational entities.

16.2. **Schlumberger Representation**. When Software contains Embedded Software, Schlumberger represents that it has the authority to license the Embedded Software belonging to Schlumberger's licensors to Customer.

16.3. **Customer Representation and Warranties**. Customer represents and warrants to Schlumberger that:

16.3.1. all information about Customer and Authorized Users provided by Customer or Authorized Users is accurate will be kept current;

16.3.2. Customer and/or Authorized Users are not barred from using the Software and/or Support Portal under the laws of the United States of America, United Kingdom, or any other applicable jurisdiction, including the countries Authorized Users (i) are citizens, (ii) reside, or (iii) access the Software and/or Support Portal;

16.3.3. data provided by Customer and/or Authorized User via the Support Portal and/or Remote Support does not infringe any Intellectual Property right of any third party or violate any applicable laws, rules or regulations.

16.4. **DISCLAIMER OF WARRANTIES. THE (A) SOFTWARE, (B) SUPPORT PORTAL, (C) REMOTE SUPPORT, (D) EXTERNAL SOFTWARE TO THE EXTENT SUCH IS PROVIDED, (E) ACCESS AND/OR USE OF THIRD PARTY SERVICES AND/OR CONTENT, TO THE EXTENT SUCH IS PROVIDED, IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES. EXCEPT AS AGREED ELSEWHERE IN THE AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW SCHLUMBERGER DISCLAIMS AND EXCLUDES ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE, REGULATIONS, DIRECTIVES, OR COMMON LAW, INCLUDING:**

16.4.1. **ALL WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE;**

16.4.2. **THAT THE USE OR ACCESS TO THE SOFTWARE AND/OR EXTERNAL SOFTWARE WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, COMPLETE, SECURE, OR WILL MEET CUSTOMER'S AND/OR ITS AUTHORIZED USERS' REQUIREMENTS OR EXPECTATIONS;**

16.4.3. **THAT INFORMATION OBTAINED OR DERIVED FROM THE SOFTWARE AND/OR EXTERNAL SOFTWARE IS ACCURATE, CORRECT, COMPLETE, OR RELIABLE;**

16.4.4. **THAT THE SOFTWARE AND/OR EXTERNAL SOFTWARE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, MALICIOUS CODE, INTERFERENCE, HACKING, OR OTHER INTRUSION;**

16.4.5. **REGARDING ANY NON-CONFORMANCE CAUSED BY USE OF THE SOFTWARE AND/OR EXTERNAL SOFTWARE CONTRARY TO SCHLUMBERGER'S DOCUMENTATION, OR BY MODIFICATION, ALTERATION, OR INTERFACE WITH SOFTWARE, MAINTENANCE, DOCUMENTATION, AND/OR EXTERNAL SOFTWARE BY ANYONE OTHER THAN SCHLUMBERGER; AND**

16.4.6. **THAT ANY INTERPRETATIONS GENERATED BY OR USING THE SOFTWARE AND/OR EXTERNAL SOFTWARE ARE ACCURATE, CORRECT, OR COMPLETE.**

17. Patent and Copyright Indemnity

17.1. Schlumberger will have no liability or obligation to Customer for any intellectual property claim.

17.2. If Customer receives a claim for violation of a third party's Intellectual Property right based on the access or use of the Software, Customer must promptly notify Schlumberger and provide a copy of the third party claim. Customer must not make any declaration, arrangement, or admission in respect to liability of any such infringement claim without Schlumberger's approval. Schlumberger reserves the right to conduct any litigation and/or negotiate the infringement claim to the extent such claim relates tothe Software and/or Maintenance; and, if Schlumberger informs Customer that Schlumberger will conduct the proceedings, then Customer must take all necessary actions to enable Schlumberger to conduct on Customer's behalf any litigation or negotiations related to the claims raised.

17.3. If the Software or Maintenance become, or in Schlumberger's opinion are likely to become, the subject of a claim for violation of a third party's Intellectual Property right, Customer must permit Schlumberger, at Schlumberger's option, to either: (a) procure for Customer the right to continue using the Software and/or Maintenance; (b) replace or modify the Software and/or Maintenance, so that it becomes non-infringing; or (c) terminate the Agreement.

© Schlumberger

SLB-Private

18. Limitations on Liabilities and Remedies

18.1. Schlumberger's aggregate liability limit to the Customer and the Authorized Users whether in contract, tort (including negligence), for breach of a statutory duty or otherwise arising out of or in connection with the Agreement must be limited to the amount of fees paid by Customer for access and use of the Software over the twelve (12) month period preceding the claim under the Agreement. Nothing in this Section 18.1 will exclude or limit any liability that cannot be excluded or limited at law. Customer will release and hold harmless Schlumberger of and from any loss, cost, damage, or expense, including attorneys' fees, above Schlumberger's limit of liability.

18.2. **CONSEQUENTIAL DAMAGES. WITHOUT REGARD TO THE SOLE, JOINT, OR CONCURRENT ACTIVE OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF THE OTHER PARTY, UNLESS OTHERWISE AGREED, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY MAY RECOVER, INCLUDING UNDER ANY INDEMNITY, ANY PUNITIVE, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR ENHANCED DAMAGES, REGARDLESS OF WHETHER SUCH PARTY AS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

18.3. **LOSS AND SUBSTITUTE. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CUSTOMER NOR ANY THIRD PARTY MAY RECOVER ANY (I) SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR (II) ANY DAMAGES RESULTING FROM: (A) LOSS OF USE; (B) LOSS OF DATA; (C) LOSS OF REVENUE, PROFIT, ANTICIPATED PROFIT, OR LOSS OF BUSINESS; (D) LOSS OF INVESTMENT; (E) LOSS OF RIG TIME OR OTHER BUSINESS INTERRUPTION; OR (F) COST OF SUBSTITUTE SOFTWARE OR SUPPORT PORTAL, OR THE PROCUREMENT THEREOF; AND/OR (G) LOSS, DAMAGE, CORRUPTION, OR REPLACEMENT OF COMPUTING SYSTEMS. IN ALL CASES, SCHLUMBERGER, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE. THE LIMITATIONS OF SECTION 18.3 (LOSS AND SUBSTITUTE) APPLY:**

18.3.1. **WHETHER ARISING OUT OF OR IN CONNECTION WITH THE ACCESS, USE, AND/OR PERFORMANCE OF THE SOFTWARE, MAINTENANCE, SUPPORT PORTAL, REMOTE SUPPORT OR ANY DELIVERABLES (AND ANYTHING PRODUCED THEREFROM), REGARDLESS OF THE FORM OF ACTION UPON WHICH A CLAIM FOR SUCH DAMAGES MAY BE BASED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY;**

18.3.2. **EVEN IF REPAIR, REPLACEMENT, OR A REFUND FOR THE SOFTWARE, SUPPORT PORTAL, REMOTE SUPPORT, OR ANY DELIVERABLE DOES NOT FULLY COMPENSATE CUSTOMER FOR ANY LOSSES AND REGARDLESS OF: (I) WHETHER SCHLUMBERGER KNEW OF OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES; (II) IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE; AND/OR REGARDLESS OF THE FORM OF ACTION UPON WHICH A CLAIM FOR SUCH DAMAGES MAY BE BASED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.**

18.4. **DMCA.** Customer releases Schlumberger from Schlumberger's compliance with take-down notices for removing material from the Support Portal pursuant to the U.S. Digital Millennium Copyright Act, or similar law.

18.5. Notwithstanding any other provision of the Agreement, under no circumstances will Schlumberger have any obligation to re-create, re-acquire, process or re-process, re-shoot any data damaged within or lost from the Software or Support Portal, or to re-drill or re-log any well or well section or be liable for any costs associated therewith, including as may be caused by any third party, in each case whether direct or indirect.

18.6. All Interpretations and decisions resulting from use of the Software and/or Support Portal are opinions and decisions based on inferences from measurements and empirical relationships, which are not infallible and may involve individual opinions and judgments, data, or computer analysis with respect to which competent specialists may differ. Such Interpretations and decisions may involve information and data furnished by the Customer or third parties, the accuracy and reliability of which are not the responsibility of Schlumberger. Customer takes full responsibility for relying on Interpretations or decisions resulting from use of any of the Software and/or Support Portal.

18.7. Under no circumstances should Customer treat or rely upon the use of the Software, Support Portal, or any deliverables, including any Interpretation, as the sole basis for any decision, be it operational, technical, financial, commercial or otherwise, relating to the wellbore, the reservoir or the field, including, but not limited to, any decision relating to well planning, drilling safety and performance, field development, well control, production optimization, contingency planning, and infrastructure and systems design and optimization.

18.8. Schlumberger will have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Schlumberger by the Customer in connection with the Software and/or Support Portal, or any actions taken by Schlumberger at the Customer's direction.

18.9. Customer acknowledges that the Software is designed and intended for use only in accordance with the Documentation. Any other use may result in defects, errors or damage to the Software, hardware or data, including loss of data. Schlumberger shall have no liability or obligation to Customer for such defects, errors or damage to the Software, data or hardware attributed to such use.

18.10. Force Majeure. Neither Party will be responsible for delays or failures in performance resulting from events or circumstances beyond the control of such Party and which, by the exercise of reasonable due diligence of such Party, could not reasonably have been avoided from the following events: acts of God; fire; floods; lightning; blizzards; tornadoes; earthquakes; ice storms; named tropical storms and hurricanes; embargos; epidemics; pandemics; infectious disease outbreaks; terrorism; insurrection; revolution; piracy; war; strikes,

lockouts, labor disputes (other than those strikes, lockouts and labor disputes of the Party claiming Force Majeure which are within such Party's reasonable control and may be resolved through reasonable efforts); compliance with any law, rules, and/or regulations of any governmental or public authorities having or asserting jurisdiction the Party; inability to procure material; industry wide shortages or soaring commodity, equipment, or necessary labor costs despite reasonable efforts; utility, network, or device failure external to the Party; third-party attacks, including distributed denial of service, directed, or other malicious attacks targeting Schlumberger or in any way impacting the delivery, access, or use of Software or the Support Portal; or, similar causes (except financial) beyond the control of the affected Party and which, through the exercise of diligent effort, such Party cannot overcome.

19. **Audit Rights.** From time to time, and with reasonable notice and during Business Hours, Schlumberger may audit Customer's books and records, facilities and any authorized computers where the Software may be located to confirm the appropriate use of the Software in accordance with the terms of this Agreement, including that there has been no unauthorized distribution of the Software. Audit rights shall also extend to ensure the proper use of any Embedded Software contained within the Software. Audit rights are not intended to extend to the review of any confidential or proprietary information that belongs to Customer.

20. **Governing Law and Venue**. If Customer acquired the Software in the United States, the state law where the Customer is founded and principally operated governs the interpretation of this Agreement, regardless of the governing state's conflicts of law principals. If no such state law applies, then the law of Texas state law governs the interpretation of this Agreement, regardless of its conflicts of law principles.

21. **Publicity.** Neither party will make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other Party, except: 1) as required by law or any court or other authority of competent jurisdiction; or 2) where Schlumberger uses the Customer's name and/or logo(s) in its marketing material to notify others and/or make public that Customer is a user of the Software and/or Support Portal.

22. **Third Party Links**. Certain content, components or features in or made available by the Software and/or Support Portal may include links to third party resources, including, but not limited to, hyperlinks to other websites, resources, or content ("**Third Party Resources**"). Schlumberger may have no control over suchThird Party Resources and is not responsible for the availability of such Third Party Resources. **SCHLUMBERGER DOES NOT MAKE, AND THEREBY DISCLAIMS: (I) ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE LINKS PROVIDED ON, OR TO, A THIRD PARTY RESOURCES; (II) GUARANTEE THE ACCURACY, COMPLETENESS, USEFULNESS, OR ADEQUACY OF ANY THIRD PARTY RESOURCE OR SERVICES, GOODS, OR ADVERTISEMENTS THAT MAY BE RELATED TO A THIRD PARTY RESOURCE; OR (III) MAKE ANY ENDORSEMENT, EXPRESS OR IMPLIED, OR ANY OTHER THIRD PARTY RESOURCE .** Links to Third Party Resources may also contain third party advertisements which contain embedded hyperlinks to websites operated by third parties. The third party advertiser is solely responsible for any representations or offers made by it and for the delivery of goods or services you agree to purchase from a Third Party Resource. Schlumberger is not liable for or responsible for the content of any Third Party Resources or for any damages incurred or alleged to have been incurred, either directly or indirectly, as a result of Customer's reliance on anything associated with such Third Party Resources.

23. **Third Party Rights**. The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns), including under English law pursuant to the Contracts (Rights of Third Parties) Act 1999 or any other applicable law or regulation.

24. **Taxes.**

24.1. Prices for the Software and Support Portal do not include any local, state, provincial, federal or national sales, use, excise, personal property, value-added, import/export, or other similar taxes or duties, which may be assessed in connection with the Software or Support Portal. If any such taxes or duties are applicable they will be added to Schlumberger's invoices to Customer. If Schlumberger must initially pay such assessments, Customer agrees to reimburse Schlumberger within thirty (30) days after receipt of Schlumberger's invoice. Taxes based upon Schlumberger's income are the sole responsibility of Schlumberger.

24.2. The prices, rates and charges set forth in the Agreement are completely net of any amounts in respect of any withholding taxes that may be applicable upon payments by Customer. If any withholding taxes are deemed to be applicable on settlements made by Customer to Schlumberger, Customer agrees that it must on its own accord gross-up the access fee or any other charges due under this agreement in a fashion that net amounts received after such withholding yield back the prices and rates under the Agreement. In such case, Customer must deduct the withholding taxes from such grossed-up amounts and pay such withholding taxes directly to the appropriate governmental authority.

24.3. If any tax is imposed on Schlumberger, outside its country of incorporation and fiscal residence, as a consequence of the performing under the Agreement or due to an act of the Customer that is outside the control of Schlumberger or due to the Customer accessing and storing data in a particular country, such taxes will be for the sole account of Customer and be paid by Customer irrespective of how it is levied. Should Schlumberger have to pay such taxes, Customer must promptly reimburse Schlumberger such amounts that eliminate any incremental tax burden on Schlumberger due to the above stated factors. Schlumberger undertakes to provide the Customer documents evidencing the imposition of such tax.

24.4. If as a result of any new legislation or extension/change in application of the existing law or interpretation thereof, any additional sums become payable by Schlumberger in respect to personal, corporate taxes, custom duties, or any other duties or levies, to any authorities of country of operation or elsewhere, not enacted at the submission of the Agreement, then Schlumberger will be entitled to adjust its rates and prices with Customer, in a way that Schlumberger does not incur an additional economic burden directly attributable to the Agreement and associated with such tax change.

 © Schlumberger

SLB-Private

25. **Relationship of the Parties**. The relationship between the parties is that of independent entities. Nothing contained in the Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

26. **Waiver**. No failure or delay by a party to exercise (partially or completely) any right or remedy provided under the Agreement or by law will constitute a waiver or restriction of that or any other right or remedy.

27. **Notices**. Schlumberger may provide Customer with information about the Software and/or Support Portal electronically, including, but not limited to the Customer Liaison's email address, a forum, or a web site that Schlumberger identifies. Notice is effective as of the date made available by Schlumberger. Notices expressly required under the Agreement will be in writing, (a) sent electronically to the other party's email address identified in the Quotation, or (b) sent physically to the other party's registered address by courier, registered mail, or certified mail return receipt requested, or by a firm regularly engaged in the business of delivery of documents or packages.

28. **Severability**. If any term or provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

29. **Entire agreement**. The Agreement constitutes the sole and entire agreement between Schlumberger and Customer regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. An Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

30. **Headings.** The section headings contained in the Agreement are for reference purposes only and will not affect the meaning or interpretation of the Agreement.

31. **English Language**. The text of this Agreement, as well as the documents associated therewith have been written in English in multiple locations around the world. Consideration has been taken to harmonize the particular dialect of English being used herein, all versions being deemed authentic. For legal purposes, any typographical or grammatical errors originating in non-US English dialects will be deemed to be given a proper interpretation under the US English dialect, which shall be given priority of any interpretation.

32. **Survival**. The following provisions are intended to survive the termination or expiration of this Agreement: Section 6 (Term, Suspension, and Termination); Section 7 (Customer Data); Section 9.6 (Support Portal Release and Waiver); Section 11 (Data Privacy and Security); Section 12 (Compliance with Laws and Export Regulations); Section 13 (Assignment); Section 14 (Schlumberger Proprietary Rights); Section 15 (Confidentiality); Section 16 (Representations and Warranties); Section 17 (Patent and Copyright Indemnity); Section 18 (Limitations on Liabilities and Remedies); Section 19 (Audit Rights); Section 20 (Governing Law and Venue); Section 21 (Publicity); Section 22 (Third Party Rights); Section 24 (Taxes); Section 25 (Relationship of the Parties); Section 26 (Waiver); Section 28 (Severability); Section 29 (Entire Agreement); Section 30 (Headings); and this Section 32 (Survival).

© Schlumberger

SLB-Private

ATTACHMENT 2

CONTRACT

X-02ZG9I Revision 1

University of Idaho - DEPT Idaho Geological Survey - 2025 RENEWAL - PETREL MISSING PIECES
Offer Valid 11/5/2025 To 2/5/2026

Company

Schlumberger Technology Corporation
300 Schlumberger Drive, Sugar Land, Texas 77478, USA

Company Contact

Mr. Steve Schroer - PSD Business System Administrator
sschroer@slb.com
1-303-256-5126 (landline)

Customer

UNIVERSITY OF IDAHO
PO BOX 443022
MOSCOW, ID 83844

Pricing Schedule

Part Number	Description	Quantity	Ref.
AKON-B1-UNIV	Petrel Quantitative Interpretation	5	C
AWLP-B1-UNIV	Production Interpretation	5	C
AWPD-B1-UNIV	Trajectory Planning	5	C
PGDM-B1-UNIV	Petrel Plugin-Gravity Density Modeling	5	C
PSRG-B1-UNIV	eXchromaSG	5	C
ACST-B2-UNIV	Carbon Storage Model Builder	5	C
AGPM-B2-UNIV	GPM CARBONATE SIMULATOR	5	C
AGPC-B2-UNIV	GPM CLASTIC SIMULATOR	5	C
ARRE-B2-UNIV	Petrel RE Extensions	5	C
MLSI-B1-UNIV	Machine Learning Assisted Seismic Interp	5	C
PMPM-B1-UNIV	Machine Learning (ML) Property Modeling	5	C, E
ADPB-K1-UNIV	GeoX Discovery Package	5	C
AGPA-K1-UNIV	GeoX Prospect Assessment	5	C
AVAS-K1-UNIV	GeoX Value Assessment	5	C
APAS-K1-UNIV	GeoX Play Assessment	5	C
ARET-K1-UNIV	GeoX Reserve Tracker	5	C
ASPR-K1-UNIV	GEOX SPATIAL PORTFOLIO REPORTING	5	C
			Net Total: USD 0.00

REFERENCE

A. LICENSED OR LEASED (MAINTENANCE COMPULSORY FOR 12 MONTHS)
B. RENTED (MAINTENANCE INCLUDED THROUGHOUT)
C. TEMPORARY LICENSE (NO MAINTENANCE)
D. PRE-COMMERCIAL (NO MAINTENANCE)
E. THIRD PARTY LICENSE

ATTACHMENT 2

CONTRACT

X-02ZG9I Revision 1

University of Idaho - DEPT Idaho Geological Survey - 2025 RENEWAL - PETREL MISSING PIECES

Offer Valid 11/5/2025 To 2/5/2026

F. SERVICE

Terms and Conditions

This is a Quotation which contains indemnity provisions and warranty exclusions, please read it carefully.
Upon execution of this Quotation by both parties Company agrees to provide, and Customer agrees to pay the fees, for the software products, services, and/or hardware set out in the Pricing Schedule in this Quotation.
The fees indicated in this Quotation are valid until the validity date shown at the top right of the Quotation.
If there are existing terms and conditions signed between the parties for software, services or equipment and it is referenced in this Quotation, the parties agree to be bound by that agreement; otherwise the parties agree to be bound by the terms and conditions attached to this Quotation and, if applicable, any additions or changes thereto set out in this Quotation.
Terms and conditions on any Customer purchase order or other document are not valid unless included in this Quotation or otherwise explicitly accepted in writing by Company.

Attached Terms and Conditions

TC FOR SOFTWARE USE AND MAINTENANCE FOR US PUBLICLY FUNDED EDUCATIONAL INSTITUTIONS

Additional/Amended Terms and Conditions

To the fullest extent permitted by the laws of the Idaho State in which the Customer is incorporated, the Customer agrees to abide by the terms and conditions of this Agreement.

TOTAL SOFTWARE DONATION VALUE TO UNIVERSITY OF IDAHO - IDAHO GEOLOGICAL SURVEY

TOTAL DONATION VALUE IN USD: $ 3,616,467.30

CONTRACT ID: X-02ZG9I

LICENSES WILL BE ISSUED AS A " THREE - YEAR RIGHT TO USE "

Countries of Usage

United States

ATTACHMENT 2

CONTRACT

X-02ZG9I Revision 1

University of Idaho - DEPT Idaho Geological Survey - 2025 RENEWAL - PETREL MISSING PIECES

Offer Valid 11/5/2025 To 2/5/2026

General Comments

TO ENSURE PROPER PROCESSING OF YOUR ORDER PLEASE PROVIDE OR VERIFY THE FOLLOWING INFORMATION.

Host ID and/or Hardware Key #: 2-2922347, 2-2922354, 2-2922357, 2-2922381, 2-2922549, & 989096D5B76C

City & Region Host ID resides in: _____

Software Version:

University 1st Line of Software Support:

Name: _____

Title: _____

Email Address: _____

Phone Number: _____

License Deliver To Email address: _____

Note: All license keys required for the products and/or services listed on this quotation/contract will be delivered to the above email address.

Customer Authorization

I represent that I have signatory authority of the Customer to accept all terms and conditions listed within this contract.

Name: _____ Title: _____

Signature: _____ Date: _____

SLB Authorization

Company's Authorized Signatory

Name: _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT 2

TERMS AND CONDITIONS FOR SOFTWARE USE AND MAINTENANCE, SUPPORT PORTAL, AND REMOTE SUPPORT FOR UNITED STATES PUBLICLY FUNDED EDUCATIONAL INSTITUTIONS

These terms and conditions together with a Quotation executed by both Parties form an agreement between the Parties (the "**Agreement**").

1. Definitions

1.1. **Affiliate:** any legal entity controlling, controlled by or under common control with an entity, where "control" is defined as the legal or beneficial ownership of more than fifty percent (50%) of the voting rights at the assembly of owners of such entity, or in the case of a foreign domiciled affiliate where the prevailing law of the foreign country prohibits majority ownership by a foreign parent organization, an ownership interest by such entity which reflects the maximum controlling interest allowable under the laws of such foreign country, or such other relationship as, in fact, constitutes actual control.

1.2. **Agreement**: these terms and conditions together with a Quotation executed by both parties plus the terms and conditions applicable to additional optional elements included in the Quotation.

1.3. **Amendment:** any addendum, modification or supplement to the Agreement signed by the authorized representatives of both Parties.

1.4. **Authorized User**: Customer's students, faculty, and information technology personnel: (a) who are authorized by the Customer to access and/or use the Software; (b) who are the Customer's students, faculty, and/or employees at the time the Software is accessed and/or used by such person; and (c) that the Customer will effectively control and ensure compliance with the terms of the Agreement.

1.5. **Business Day(s):** the standard days of business excluding official local and national holidays in the country of deployment.

1.6. **Business Hours:** the standard open hours for business during Business Days.

1.7. **Concurrent User(s):** the number of individual Authorized Users with a right to access and/or use the Software at the same time. The maximum number of Concurrent Users allowed to access and/or use the Software at any time may not exceed the number of units of the Software in the Quotation. One unit is required for each instance of Software run at any time.

1.8. **Confidential Information:** non-public and proprietary information, including: Software, information related to third party vendors that Schlumberger works with to provide the Software and/or Support Portal, information related to any security vulnerabilities of the Software and/or Support Portal, and information about Schlumberger's and its Affiliates' products and services. Except as required by applicable law or regulation, Confidential Information will not include information that:

1.8.1. at the time of the disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any breach of the Agreement, act, or omission by the recipient or any of the recipient's representatives;

1.8.2. at the time of the disclosure is, or thereafter becomes, available to the recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the recipient by any legal, fiduciary, or contractual obligation;

1.8.3. was known by or in the possession of the recipient, as established by documentary evidence, before being disclosed by or on behalf of the disclosing party pursuant to the Agreement;

1.8.4. was or is independently developed by recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information; or

1.8.5. that the parties have entered into the Agreement.

1.9. **Customer:** the United States publicly funded educational institution indicated in the Quotation.

1.10. **Customer Liaison:** means an Authorized User who is a point of contact appointed by the Customer that is a full time staff member of Customer (e.g., full professor, senior manager, etc.) and will function as the liaison between the Customer and Schlumberger concerning the Agreement, Software, and Maintenance matters.

1.11. **Delivery:** for Software, unless otherwise specified in the Quotation, means the day when the Software's authorization key is made available for download by Customer. Delivery for Maintenance will be deemed to occur simultaneously with the Delivery of the Software for which it is obtained or on the renewal date.

1.12. **Documentation:** specifications, manuals, handbooks, maintenance libraries, and other publications or media in whatever form supplied or made available to Customer or to which Customer has been given access to in connection with the Software.

1.13. **Embedded Software:** third party software included as part of the Software.

1.14. **Geographic Unit:** limited to the specific country identified in the Quotation.

1.15. **Group:** Affiliates, contractors, subcontractors of any tier, co-interest owners, joint venturers, co-lessees, invitees and their Affiliates, shareholders, directors, officers, employees, agents, consultants and servants.

1.16. **Intellectual Property:** all trademarks or trade names (whether common-law or registered), logos, icons, patents, mask works, patents, patent applications, copyrights (whether published or unpublished), trade secrets, know-how, designs, methods, processes, work-flow(s), inventions, proprietary information and transferable rights under written agreements relating to the Software, Maintenance, Services and Support Portal.

1.17. **Interpretations:** (i) processing, review, and analysis of data; (ii) the making of models, workflows, and estimates; (iii) descriptions of data, wells, and reservoirs; and (iv) any other explanation, evaluation, recommendation, or description provided to Customer under the Agreement.

1.18. **Maintenance:** maintenance and support services for the Software provided by Schlumberger.

1.19. **Maintenance Term:** the period of maintenance set out in the Quotation.

1.20. **Party**: Schlumberger or Customer; "**Parties**" means Schlumberger and Customer.

1.21. **Personal Data**: any information submitted by Customer and/or Authorized User that is directly or indirectly related to an identified or identifiable natural person and that is processed to provide the Online Services to the Customer.

1.22. **Personal Data Breach**: an accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed in connection with this Agreement.

1.23. **Quotation:** Schlumberger's contract form listing the Software to be used by Customer and/or any Maintenance and any optional elements selected by Customer.

1.24. **Remote Support:** certain support services provided via remote access.

1.25. **Rented/Rental License:** a license to use the Software subject to payment of the periodic fees set out in the Quotation.

1.26. **Schlumberger:** the legal entity indicated in the Quotation, and its Affiliates, providing the Software and Support Portal.

1.27. **Security Incident:** any actual damage to the integrity or security of: (i) the Support Portal available to Customer or others; or (ii) the infrastructure or systems on which the Support Portal operate or rely upon. A Security Incident includes a Personal Data Breach and any other unlawful or unauthorized access to any data resulting in loss, disclosure, or alteration of the data.

1.28. **Software:** the Schlumberger software identified in the Quotation, including, where Customer is entitled to Maintenance, new releases, updates, patches, bug fixes, enhancements and other modifications and where applicable, application software, systems software, Embedded Software, microcode and firmware, and, where included, Documentation related thereto. Software also includes any Schlumberger plug-ins listed in a Quotation. Software does not include external software (including plug-ins) licensed by a third party owner under separate terms.

1.29. **Support Portal:** the Schlumberger website made accessible to the Customer Liaison(s) where Customer can report certain maintenance issues and access other content, tools, and other services (e.g., discussion forums) , as available, including information and support related software.

1.30. **Term:** the time period the Customer is granted access and/or use of the Software and/or Maintenance in the Agreement as specified in the Quotation. If the Quotation states that the term is perpetual, that must be interpreted to mean no greater than three (3) years.

2. License Grant and Scope of Use

2.1. Schlumberger grants to the Customer a non-exclusive, non-assignable, non-transferable, limited term, right to access and use the Software, Support Portal, and Remote Support during the Term of the Agreement solely by Authorized Users for permitted uses in Section 2.2 (Permitted Use) within the Geographic Unit on a Concurrent User basis.

2.2. Permitted Use. Customer and Authorized Users' access and/or use the Software, Support Portal, and Remote Support must be consistent with this Agreement, with such access and/or use only by: (a) Customer's faculty to provide instruction to Customer's students for the purpose of classroom instruction; (b) Customer's students while enrolled in Customer provided educational courses where the student is receiving instruction from Customer's faculty and the Software and/or Support Portal is relevant to the delivered instruction; (c) Customer's faculty and/or students for non-commercial and non-profit academic research projects; and/or (d) Customer's information technology personnel for purposes of providing Customer's faculty and/or students information technology services to facilitate access and/or by the Customer's faculty and/or students use of the Software and/or Support Portal.

3. Customer Obligations and Limitations on Use

3.1. Customer must notify Schlumberger in writing the identity up to two (2) Customer Liaison(s) each calendar year and ensure that Schlumberger has the Customer Liaison(s) contact information up to date at all times;

3.2. Customer must procure, maintain, and secure the computing resources, network connections, and telecommunications it uses to access and/or use the Software, Support Portal, and/or Remote Support.

3.3. Customer must permit Schlumberger to conduct a site assessment of Customer's facilities before Software delivery to confirm the appropriate facilities and computer hardware;

3.4. Customer must retain qualified domain experts for each Software domain licensed under the Agreement (for example, Geology, Petrophysics, Geophysics, and Reservoir Engineering);

3.5. Customer must retain qualified information technology personnel who will support the facilities and computer hardware hosting the Software;

3.6. Customer must ensure Authorized Users', including the Customer Liaison, compliance with the Agreement;

3.7. Customer and its Authorized Users must systematically back-up all applications and data files stored in or utilized by the Software in accordance with industry standards, to protect against the loss of Customer's data. Customer is entirely responsible for the integrity of its data.

3.8. If Schlumberger is provided with Customer data, Customer and the relevant Authorized Users must only provide Schlumberger with copies of Customer data for which it has the legal and contractual right to do so, and agrees that Customer and the relevant Authorized Users must retain all originals and/or backup copies of all Customer data provided.

3.9. Customer must promptly notify Schlumberger, and maintain as confidential any information about: (i) a possible Security Incident caused by the act or omission of Customer and/or an Authorized User; (ii) any security vulnerability of the Software and/or Support Portal of which Customer and/or an Authorized User become aware; and/or (iii) suspected misuse of the Software and/or Support Portal by Customer and/or an Authorized User

3.10. The Software provided to Customer may contain certain features (such as premium modules), the access to and/or use of which is not covered in the Agreement unless specifically licensed by Customer and for which additional fees are applicable. Customer and its Authorized Users must not attempt to disable or hinder any security functionality protecting such features.

3.11. If Customer or any of its Authorized Users is or becomes a denied party or otherwise subject to any sanctions legislation, then Customer must notify Schlumberger and must take reasonable steps to suspend Authorized Users's access and use of the Software, Support Portal, and Remote Support.

3.12. No copies of the Software, including Documentation, is permitted unless authorized by Schlumberger. If any authorized Software copies are made, then those copies must retain all Intellectual Property rights notices. If the Software is installed on a virtual machine, Customer and its Authorized Users must not to duplicate or make copies of the license file in order to run more copies of the Software than the Customer has licensed and is entitled to run.

3.13. Prohibited Use. All access and/or use of the Software, Support Portal, and/or Remote Support not expressly permitted in Section 2.2 (Permitted Use) is prohibited, including doing or assisting another in doing any of the following:

3.13.1. performing consulting services, research, or other services for third parties;

3.13.2. any purpose where the Customer receives any direct or indirect benefit from third parties using the Software or the outputs generated by the Software, whether commercial, financial, or otherwise;

3.13.3. using the Software or outputs generated by the Software for government funded purposes where the government could claim any interest in the Software;

3.13.4. exporting and/or facilitating the access and/or use of the Software outside the Geographical Unit;

3.13.5. permitting anyone who is not an Authorized User to access and/or use the Software, Support Portal, and/or Remote Support;

3.13.6. publishing or displaying the Software and/or Support Portal in any manner except as provided herein;

3.13.7. accessing or using the Software and/or Support Portal in any manner contrary to the Documentation;

3.13.8. accessing or using the Software and/or Support Portal to aid in the development of the science, technology, or product content of another software product similar in function or capability to a commercially available Schlumberger software product without Schlumberger's express written consent;

3.13.9. reverse engineering, decompiling, or disassembling the Software and/or Support Portal;

3.13.10. performing a benchmark or performance analysis of the any version of the Software and/or Support Portal;

3.13.11. developing or creating illegitimate versions, modifications, improvements, and/or derivative works of the Software without Schlumberger's prior written approval unless such are made using properly licensed Schlumberger software specifically designed for such purpose;

3.13.12. introducing into Support Portal or otherwise providing to Schlumberger any third party data and/or software or using the Software and/or Support Portal in any manner that could impose on Schlumberger and terms associated with third party software that require any portion of the Software and/or Support Portal to be disclosed, licensed, or redistributed to any third party;

3.13.13. violating the rights of others (including other Schlumberger's customers or subcontractors using the services);

3.13.14. to stalk, harass, threaten or harm another;

3.13.15. to pretend to be any person or entity they are not;

3.13.16. to post, send, transmit or otherwise make available any unsolicited communication or any communication that may be libelous, defamatory, disparaging, pornographic, obscene, or otherwise illegal;

3.13.17. to plan or engage in any illegal or infringing activity, including activity intended to cause harm to another;

3.13.18. to gather or store Personal Data of any other user or customer of the Software and/or Support Portal;

3.13.19. to gain or try to gain unauthorized access to or disrupt any service, device, data, account or network;

3.13.20. to distribute malicious software; or otherwise in a way that could harm the Software and/or Support Portal, or impair anyone else's use of same

4. General Payment Terms

4.1. Customer must notify Schlumberger in writing, within five (5) days from the entry into effect of the Agreement, of all pre-requisites and information that Schlumberger must provide with or include in an invoice in order to enable Customer to acknowledge and settle the invoice (e.g. legal entity, billing address, purchase order number, pro forma invoice, etc.). If there are any additional or any other specific information that must be provided with or included in an invoice following delivery of the Software, Customer must, within five (5) days of such delivery, notify Schlumberger of any such additional or specific information. If Customer fails to notify Schlumberger as prescribed above, the following will apply:

4.1.1. an invoice supported by reasonable evidence of delivery of the Software will be deemed a valid invoice, and Customer will be considered to have waived its right to reject or refuse to acknowledge such valid invoice on any ground other than failure to deliver the Software or Maintenance; and

4.1.2. the payment terms and remedies for nonpayment set forth in this Agreement will apply to any such invoice. New or varied invoice pre-requisites or requirements will not take effect and will not become binding upon Schlumberger unless and until they are duly notified to and agreed by Schlumberger in writing prior to the issuance of the invoice.

5. Payment and Disputes

5.1. Payment Terms. Unless otherwise agreed in a Quotation: (a) Customer will pay Schlumberger's published list price for Software, Support Portal, and Remote Support; and (b) Customer will pay all invoices issued under an Agreement within thirty (30) days of the invoice date in United States currency. If the amount due in the Quotation is zero dollars ($0.00), then the amount normally due will be deemed donated to the Customer such that payment will be deemed to have been received upon formation of the Agreement.

5.2. Invoice Dispute. If Customer disputes any portion of an invoice in good faith, Customer must: (a) pay the undisputed portion of the invoice; (b) notify Schlumberger of the basis for the dispute and the specific items disputed (along with all supporting evidence) and; (c) provide a proposed resolution. Customer must not set off or withhold payments due for one billing period against a disputed invoice.

5.3. Late Payment Interest. Unpaid invoiced amounts will begin to accrue interest thirty (30) days after payment is due. Interest will accrue at the maximum amount permitted by law, unless another rate is provided in the applicable Quotation. Customer agrees to pay all reasonable and documented costs and attorneys' fees Schlumberger may incur in collecting any unpaid fees.

5.4. Discount Cancellation. Schlumberger reserves the right to rescind any discounts provided in the Agreement if Customer fails to pay an undisputed portion of an invoice when due or Schlumberger prevails in a dispute resolution process regarding any portion of a disputed invoice. If such discount is rescinded by Schlumberger, Customer must pay Schlumberger the amounts owed for the Software and/or Support Services had the discount never been provided.

6. Term, Suspension, and Termination

6.1. Customer's and its Authorized Users' right to access and/or use the Software, Support Portal, and Remote Support begins on delivery of the Software to Customer and, unless otherwise terminated, expires at the end of the Term.

6.2. Customer will be in material breach for failure to meet its payment obligations and breaches of Section 3.13 (Prohibited Use) and/or 11.2 (Customer Security Obligations).

6.3. If Customer believes Schlumberger has breached this Agreement, Customer agrees to provide written notice to Schlumberger setting out the alleged default. If Schlumberger fails to cure an undisputed default within the thirty (30) day period, Customer may terminate the agreement. Any action brought against Schlumberger under this Agreement must be brought within twelve (12) months after the cause of action arises.

6.4. Schlumberger may suspend or terminate the Agreement, access rights, and/or use rights to the Software, Support Portal, and or Remote Support as Customer will be in breach of the Agreement for: (a) any breach or violation of Section 9.3 (Forum/Chat Room Conduct Guidelines), Section 12 (Compliance with Laws and Export Regulations), Section 14 (Schlumberger Proprietary Rights), Section 15 (Confidentiality), Section 16.1 (Mutual Representations and Warranties), Section 16.3 (Customer Representations and Warranties); (b) for failure to pay any amounts invoiced by Schlumberger, which have not been disputed by Customer in good faith and which are more than thirty (30) days overdue; (c) upon Customer becoming subject to a change of control; or (d) unless otherwise expressly agreed in the Agreement, upon violation of any prohibited use in Section 3.16 (Prohibited Use).

6.5. If Customer and/or any Authorized User is or becomes a denied party or otherwise the subject to any sanctions legislation that, in Schlumberger's reasonable opinion, restricts or prohibits Customer's and/or Authorized Users' access to or use of the Software, Support Portal, and/or Remote Support, such access will be immediately suspended. If legally permitted, Schlumberger will promptly notify Customer of any such suspension, data retention, or data deletion. Nothing herein shall restrict Schlumberger's ability to comply with any legal requirements relating to the retention or deletion of Customer data that may arise in connection with sanctions legislation.

6.6. In addition to the other remedies set out in an Agreement, a Party may immediately terminate this Agreement by written notice to the other Party if:

6.6.1. the other Party commits a material breach of any term of the Agreement and fails to remedy the same within thirty (30) days of the date of the written notice of breach;

6.6.2. the other Party suspends, or threatens to suspend, payment of its debts;

6.6.3. the other Party is deemed insolvent, unable to pay its debts, or enters into any arrangement with its creditors (other than for the sole purpose of a solvent reorganization); or

6.6.4. the other Party files a petition for or becomes subject to an order for winding up, bankruptcy, dissolution, an administrator or receiver is appointed, or anything of similar effect in any country.

6.7. Upon termination or expiration:

6.7.1. Customer and its Authorized Users must: (a) discontinue all access and use of the Software, Support Portal, and Remote Support; and, (b) immediately remove, return or destroy, all copies of the Software and information obtained from the Support Portal and/or Remote Support; and

6.7.2. any rights, remedies, obligations or liabilities that have accrued up to the date of termination or expiration will remain unaffected.

7. Customer Data

7.1. Customer is solely responsible for the legality, reliability, integrity, accuracy, and quality of data that Customer and its Authorized Users provides to Schlumberger or makes available to Schlumberger, including through the Support Portal and/or Remote Support. Customer acknowledges that by providing Customer data to the Support Portal, third parties may be able to access and/or export the Customer data from the Support Portal.

7.2. Schlumberger may use Customer's and its Authorized Users' data to provide the Software, Support Portal, and Remote Support, and to secure and improve Schlumberger's products and services. Schlumberger may use information about Authorized Users' interaction with the Software, Support Portal, and/or Remote Support to provide the Software, Support Portal, and/or Remote Support, secure and improve Schlumberger's products and services, and comply with its third-party service provider's consumption reporting requests and requirements.

7.3. Schlumberger may use cloud computing service providers and other third party service providers in connection with the Software, Support Portal, and/or Remote Support. Schlumberger, the cloud computing service providers, or the third party service providers may transmit, maintain, and/or store Customer data using third party computers and equipment in locations around the world, including locations outside the country of operation or incorporation of Customer, or outside the country of origin of the Customer data. Customer may request Schlumberger to maintain and store Customer data in a specified location. Schlumberger shall endeavor to comply with such request, but will be under no obligation to do so.

7.4. If Schlumberger provides Customer with feedback or suggestions about Customer data, then Customer may use that information without obligation to Schlumberger, and Schlumberger hereby irrevocably assigns to Customer all right, title, and interest in that feedback or suggestions; however, Schlumberger retains all right, title, and interest in any feedback or suggestions related to development of, improvements to, or security enhancements to Schlumberger's products and/or services (including the Software and/or Support Portal).

7.5. Schlumberger reserves the right to modify, enhance or remove any feature or functionality of the Software, Support Portal, and/or Remote Support, or suspend or improve the Software, Support Portal, and/or Remote Support without the need for any consent from the Customer.

8. Maintenance.

8.1. Maintenance is included and includes new versions of the Software as it becomes available.

8.2. All Maintenance request must be submitted through the Support Portal and may only be submitted by a Customer Liaison. These requests may be referred to as a "**Ticket**". No more than six (6) Tickets may be submitted by a Customer Liaison in any calendar quarter (i.e., January through March; April through June; July through September; October through December). No Authorized User other than a Customer Liaison is permitted to support a Ticket.

8.3. All content submitted by Customer and/or its Authorized Users and posted on the Support Portal's public areas is non-confidential and may be accessible by third parties ("**Public Content**").

8.4. Customer and its Authorized Users grants Schlumberger a perpetual, non-revocable, world-wide, non-exclusive, transferrable, assignable, license to exploit Public Content and anonymized Ticket information for any purpose.

8.5. If the Customer Liaison submits any proprietary datasets in connection with a Ticket, that dataset must be provided through use of Schlumberger's secure file transfer protocol area in the Support Portal (the "**Data Exchange**"), which will be deemed Customer's Confidential Information.

8.6. Error Corrections. Maintenance includes commercially reasonable efforts to correct reproducible failures in the Software that are reported by a Customer Liaison through the Support Portal, and only if Schlumberger deems the alleged failure to cause a substantially detrimental effect on the Software's performance.

8.7. All modifications made to the Software as part of Maintenance will be made available through the Schlumberger's software download center as part of future versions of the Software. Customer is responsible for the integration and implementation of any such modifications or updates and enhancements, including loading any applicable media in accordance with Schlumberger's instructions.

8.8. New versions, updates, and enhancements to the Software may not be compatible with previous Software versions and data may not function properly in a mixed version environment.

8.9. Exclusions from Maintenance.

8.9.1. Customer will render void the Maintenance and Schlumberger will not be liable to Customer for any errors, losses, or damage resulting from modifications made to Software by Customer or any third party.

8.9.2. Maintenance does not include application development, Software programming support, or step by step instructions for Software configuration above and beyond general usage questions.

8.9.3. In addition to the above, Maintenance excludes the following: (a) problems resulting from Customer's fault or negligence; (b) problems that do not significantly impair or affect the operation of the Software; (c) problems resulting from hardware malfunction; (d) software not licensed by Schlumberger under the Agreement, including that which Schlumberger stops selling; and (e) installation of the Software on Customer's computer system or training on the use or benefits of the Software (such services may be purchased under a separate Services agreement).

8.9.4. The Software is provided only for standard hardware platforms and operating systems as indicated in the Documentation. Customer is responsible for providing interfaces for non-standard devices, software, or custom applications.

9. Support Portal

9.1. The Support Portal contains electronic content, tools, and other services including discussion forums. Schlumberger may change or update information available through the Support Portal at any time, but makes no commitment to do so.

9.2. Support Portal Registration

9.2.1. Authorized Users may be required to register before accessing portions of the Support Portal, which may require providing personally identifiable information ("**Registration**"). Customer will ensure all information provided for Registration will be true, accurate, current, and complete information.

9.2.2. Authorized Persons: (i) will maintain only one active Registration at all times (iii) must keep their Registration current, including reflecting the country of residence and the country from where they access the Support Portal; (iv) keep their access credentials secret and prevent any other person accessing the Support Portal with their access credentials; and (v) promptly report suspected unauthorized access to the Support Portal by emailing Schlumberger at customercarecenter@slb.com

9.2.3. Schlumberger may suspend or terminate a Registration and access to the Support Portal without prior notice if it discovers: (i) any information in the Registration is not true, accurate, current, or complete; or (ii) a violation of the Agreement.

9.3. Forum/Chat Room Conduct Guidelines

9.3.1. Customer must notify its Authorized Users and enforce compliance with the conduct guidelines for accessing and using forums or chat rooms in the Support Portal.

9.3.2. The forms and/or chat rooms must not be used (a) for or to promote illegal purposes (b) to transmit unlawful, harassing, invasive of another person's privacy, harmful, vulgar, obscene or otherwise objectionable content. Violation of Section 9.3 (Forum/Chat Room Conduct Guidelines) may result in removal of the posted content, termination of a Registration, legal action by Schlumberger and/or a third party, and/or Schlumberger's termination of the Agreement.

9.3.3. Customer assumes the entire risk of use from using forums and/or the content contained therein, including harm to Customer's systems, environment, and/or data. Customer waives all rights against and liability from Schlumberger and its Affiliates for use of forums and/or the content contained therein. Customer should exercise all discretion before relying on any information in forums and/or messages, as the information may be incorrect or misleading.

9.3.4. Customer and its Authorized Users are prohibited from violating or attempting to violate the security of this Support Portal, including without limitation:

9.3.4.1. accessing data not intend for Customer or accessing or attempting to access a server or account the Customer is not authorized to access;

9.3.4.2. performing any stress, vulnerability, penetration, availability, performance testing on, or otherwise attempt to access, any network, system, server, or computer hosting the Support Portal or introduce any virus or malicious software or similar into the Support Portal;

9.3.4.3. sending unsolicited electronic mail or advertising to other users, including promotions or advertising of products or services

9.3.5. Violations of these security rules may result in civil or criminal liability. Schlumberger and its Affiliates have the right to investigate occurrences that they suspect as involving such violations and will have the right to involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

9.3.6. Customer agrees that neither it nor its Authorized Users will engage in any activity on the Support Portal which is in breach of any intellectual property rights.

9.3.7. Customer agrees that neither it nor its Authorized Users will collect or store personal data about other users.

9.4. Third Party Support Providers. Schlumberger may use third party service providers to provide or assist in providing the Support Portal.

9.5. Communications through Support Portal. Except for the Data Exchange, communications through the Support Portal are non-confidential.

9.6. **SUPPORT PORTAL RELEASE AND WAIVER. IN ADDITION TO SECTION 18 (LIMITATIONS ON LIABILITIES AND REMEDIES), CUSTOMER AND ITS AUTHORIZED USERS RELEASE SCHLUMBERGER FROM AND WAIVE ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGE OF ANY KIND RELATED TO ACCESS TO, USE OF, AND/OR ANY CONTENT SUBMITTED TO THE SUPPORT PORTAL, INCLUDING THOSE RELATED TO: NEGLIGENCE; PRIVACY; ACCESS AND/OR USE OF THE SUPPORT PORTAL; TIMELINESS OF RESPONSES BY SCHLUMBERGER OR THIRD PARTIES TO TICKETS; AND/OR UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER SUBMISSIONS TO THE SUPPORT PORTAL.**

10. Remote Support Use

10.1. While receiving support from Schlumberger related to a Ticket, a Customer Liaison may request Remote Support after all reasonable attempts to resolve a support issue have been exhausted through the Customer's and Authorized User's research on the internet and utilization of the Support Portal.

10.2. By requesting Remote Support:

10.2.1. Customer and the relevant Authorized User must grant remote access to the relevant computers or other devices to Schlumberger, its Affiliates, and/or subcontractors (the "**Support Team**") for the purpose of providing Remote Support. Before granting such remote access, Customer and the relevant Authorized User are responsible for ensuring: (a) all data, applications, or other content is backed-up before granting remote access; (b) the relevant computer will not have any Confidential Information not otherwise subject to the Agreement displayed to the Support Team; (c) the relevant computer will be attended by the Customer Liaison and relevant Authorized User during the Remote Support session

10.2.2. Customer and the relevant Authorized User grants the Support Team a world-wide, royalty-free, license to use, modify, publicly display, reproduce, and distribute content of all visual, written, or audible communications and any other material ("**Remote Content**") displayed, uploaded, exchanged, or transmitted as a result of providing the Remote Support for the limited purpose and to the extent necessary for providing the Remote Support.

10.2.3. As part of the Remote Support session, Schlumberger may advise Customer and the relevant Authorized User on solutions to (a) certain features that are undesirable or (b) issues that have arisen due to third party products. Such advice must not be deemed as acknowledgement by Schlumberger that these issues or features constitute errors in Schlumberger's products or services.

10.2.4. If Customer or its relevant Authorized User is granted access to other Schlumberger software ("**Other Software**") not subject to the Agreement for the purpose of the Remote Support, Customer agrees that the terms of the Agreement apply for the Other Software and rights in the Other Software terminate upon termination of the Remote Support session.

10.2.5. Remote Support is provided with no warranty that the Customer and/or relevant Authorized User's support concerns will be resolved.

10.2.6. The Support Team may not be physically located in the Geographic Unit.

11. Data Privacy and Security.

11.1. Schlumberger provides the Support Portal and Remote Support consistent with its Privacy Statement (http://www.slb.com/about/privacy.aspx), and all laws regarding Personal Data.

11.2. Customer Security Obligations. Neither Customer nor Authorized Users, nor anyone on their behalf, will perform any stress, vulnerability, penetration, availability, benchmark, performance testing on, or otherwise attempt to access, any network, system, server, or computer hosting the Software, Support Portal, and/or Remote Support, or introduce any virus or malicious software or similar into the Software, Support Portal, and/or Remote Support.

12. Compliance with Laws and Export Regulations

12.1. Customer and Authorized Users will comply with all laws and regulations applicable to the respective party related to the access and/or use of the Software, Support Portal, and/or Remote Support, including data transmission, storage, processing, privacy, data residency, import/export controls, and international sanctions.

12.2. Customer has been licensed to use the Software, Support Portal, and/or Remote Support in the Geographical Unit. The exportation to or use in Cuba, North Korea, North Sudan, Syria, Iran or other countries that are subject to United States of America, United Nations, European Union or similar trade sanctions/embargoes is prohibited. Customer shall comply with all applicable export control, trade sanctions and other foreign trade control laws, rules and regulations. Customer's use, export, transfer, assignment, or other movement of the Software or information from the Support Portal and/or Remote Support in violation of any requirements set forth in Section 12 (Compliance with Laws and Export Regulations) will result in the automatic termination of the Agreement, and all rights granted therein.

13. Assignment. No rights or obligations under the Agreement may be assigned or transferred by Customer in any manner, whether voluntary, by merger, operation of law, or otherwise without the other party's prior written agreement form Schlumberger. Schlumberger may assign its rights and obligations under the Agreement to any Schlumberger Affiliate or to any successor in interest in the event of a merger, corporate reorganization, or sale of all or substantially all of its assets relating to its business to which the Agreement pertains.

14. Schlumberger Proprietary Rights.

14.1. All title, ownership, and right in and to the Software, Support Portal, Remote Support, and Intellectual Property rights embedded therein, as well as any modifications or derivative works of the Software, Support Portal, and/or Remote Support (even if created by Customer or by an Authorized User), and any media or infrastructure on which the Software, Support Portal, and/or Remote Support is provided, remain with Schlumberger and/or its licensors.

14.2. If Customer or its Authorized Users provides Schlumberger feedback or suggestions about the Software, Support Portal, and/or Remote Support, then Schlumberger may exploit that information without obligation to Customer or its Authorized Users; and Customer and its Authorized Users irrevocably assigns Schlumberger all rights, title, and interest in that feedback and/or those suggestions.

14.3. Except as expressly stated in Section 2 (License Grant and Scope of Use), this Agreement does not grant the Customer and/or its Authorized Users any rights to or in patents, know how, copyright, database right, trade secrets, Schlumberger's Confidential Information, trade names, trademarks (whether registered or unregistered), or any other rights or licenses to any portion of Schlumberger's products, or services.

15. Confidentiality.

15.1. Each party agrees to maintain all Confidential Information received from the other party in secrecy and confidence during the Term of this Agreement, and for a period of five (5) years after the termination or expiry of the last agreement entered incorporating these terms and conditions or such terms substantially similar, using the same degree of care as it used to protect its own confidential information. In no event will the receiving party use less than a commercially reasonable degree of care.

15.2. If a third party requests Confidential Information from a receiving party pursuant to a legal requirement, the receiving party will do the following, if legally permitted:

15.2.1. promptly notify the disclosing party of the request;

15.2.2. reasonably assist the disclosing party in seeking a protective order or similar remedy if the disclosing party requests such assistance;

15.2.3. inform the disclosing party of the Confidential Information provided to the third party; and

15.2.4. endeavor to maintain the confidentiality of Confidential Information disclosed to the third party.

15.3. Communications through the Support Portal and/or Remote Support may be available to other parties. All information provided by Customer and/or its Authorized Users through the Support Portal and/or Remote Support will be deemed non-confidential; however, information provided by Schlumberger may be Confidential Information.

16. Representations and Warranties

16.1. **Mutual Representations and Warranties.** Each party represents and warrants to the other party that:

16.1.1. if a legal person, the party is a validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of the party's incorporation or other organization;

16.1.2. the party has the full right, power and authority to enter into and perform the party's obligations and grant the rights, licenses, consents, and authorizations the party grants or is required to grant under the Agreement; and

16.1.3. the acceptance of the Agreement has been duly authorized by all necessary individuals, corporate, or organizational entities.

16.2. **Schlumberger Representation**. When Software contains Embedded Software, Schlumberger represents that it has the authority to license the Embedded Software belonging to Schlumberger's licensors to Customer.

16.3. **Customer Representation and Warranties**. Customer represents and warrants to Schlumberger that:

16.3.1. all information about Customer and Authorized Users provided by Customer or Authorized Users is accurate will be kept current;

16.3.2. Customer and/or Authorized Users are not barred from using the Software and/or Support Portal under the laws of the United States of America, United Kingdom, or any other applicable jurisdiction, including the countries Authorized Users (i) are citizens, (ii) reside, or (iii) access the Software and/or Support Portal;

16.3.3. data provided by Customer and/or Authorized User via the Support Portal and/or Remote Support does not infringe any Intellectual Property right of any third party or violate any applicable laws, rules or regulations.

16.4. **DISCLAIMER OF WARRANTIES. THE (A) SOFTWARE, (B) SUPPORT PORTAL, (C) REMOTE SUPPORT, (D) EXTERNAL SOFTWARE TO THE EXTENT SUCH IS PROVIDED, (E) ACCESS AND/OR USE OF THIRD PARTY SERVICES AND/OR CONTENT, TO THE EXTENT SUCH IS PROVIDED, IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES. EXCEPT AS AGREED ELSEWHERE IN THE AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW SCHLUMBERGER DISCLAIMS AND EXCLUDES ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE, REGULATIONS, DIRECTIVES, OR COMMON LAW, INCLUDING:**

16.4.1. **ALL WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE;**

16.4.2. **THAT THE USE OR ACCESS TO THE SOFTWARE AND/OR EXTERNAL SOFTWARE WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, COMPLETE, SECURE, OR WILL MEET CUSTOMER'S AND/OR ITS AUTHORIZED USERS' REQUIREMENTS OR EXPECTATIONS;**

16.4.3. **THAT INFORMATION OBTAINED OR DERIVED FROM THE SOFTWARE AND/OR EXTERNAL SOFTWARE IS ACCURATE, CORRECT, COMPLETE, OR RELIABLE;**

16.4.4. **THAT THE SOFTWARE AND/OR EXTERNAL SOFTWARE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, MALICIOUS CODE, INTERFERENCE, HACKING, OR OTHER INTRUSION;**

16.4.5. **REGARDING ANY NON-CONFORMANCE CAUSED BY USE OF THE SOFTWARE AND/OR EXTERNAL SOFTWARE CONTRARY TO SCHLUMBERGER'S DOCUMENTATION, OR BY MODIFICATION, ALTERATION, OR INTERFACE WITH SOFTWARE, MAINTENANCE, DOCUMENTATION, AND/OR EXTERNAL SOFTWARE BY ANYONE OTHER THAN SCHLUMBERGER; AND**

16.4.6. **THAT ANY INTERPRETATIONS GENERATED BY OR USING THE SOFTWARE AND/OR EXTERNAL SOFTWARE ARE ACCURATE, CORRECT, OR COMPLETE.**

17. Patent and Copyright Indemnity

17.1. Schlumberger will have no liability or obligation to Customer for any intellectual property claim.

17.2. If Customer receives a claim for violation of a third party's Intellectual Property right based on the access or use of the Software, Customer must promptly notify Schlumberger and provide a copy of the third party claim. Customer must not make any declaration, arrangement, or admission in respect to liability of any such infringement claim without Schlumberger's approval. Schlumberger reserves the right to conduct any litigation and/or negotiate the infringement claim to the extent such claim relates tothe Software and/or Maintenance; and, if Schlumberger informs Customer that Schlumberger will conduct the proceedings, then Customer must take all necessary actions to enable Schlumberger to conduct on Customer's behalf any litigation or negotiations related to the claims raised.

17.3. If the Software or Maintenance become, or in Schlumberger's opinion are likely to become, the subject of a claim for violation of a third party's Intellectual Property right, Customer must permit Schlumberger, at Schlumberger's option, to either: (a) procure for Customer the right to continue using the Software and/or Maintenance; (b) replace or modify the Software and/or Maintenance, so that it becomes non-infringing; or (c) terminate the Agreement.

18. Limitations on Liabilities and Remedies

18.1. Schlumberger's aggregate liability limit to the Customer and the Authorized Users whether in contract, tort (including negligence), for breach of a statutory duty or otherwise arising out of or in connection with the Agreement must be limited to the amount of fees paid by Customer for access and use of the Software over the twelve (12) month period preceding the claim under the Agreement. Nothing in this Section 18.1 will exclude or limit any liability that cannot be excluded or limited at law. Customer will release and hold harmless Schlumberger of and from any loss, cost, damage, or expense, including attorneys' fees, above Schlumberger's limit of liability.

18.2. **CONSEQUENTIAL DAMAGES. WITHOUT REGARD TO THE SOLE, JOINT, OR CONCURRENT ACTIVE OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF THE OTHER PARTY, UNLESS OTHERWISE AGREED, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY MAY RECOVER, INCLUDING UNDER ANY INDEMNITY, ANY PUNITIVE, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR ENHANCED DAMAGES, REGARDLESS OF WHETHER SUCH PARTY AS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

18.3. **LOSS AND SUBSTITUTE. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CUSTOMER NOR ANY THIRD PARTY MAY RECOVER ANY (I) SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR (II) ANY DAMAGES RESULTING FROM: (A) LOSS OF USE; (B) LOSS OF DATA; (C) LOSS OF REVENUE, PROFIT, ANTICIPATED PROFIT, OR LOSS OF BUSINESS; (D) LOSS OF INVESTMENT; (E) LOSS OF RIG TIME OR OTHER BUSINESS INTERRUPTION; OR (F) COST OF SUBSTITUTE SOFTWARE OR SUPPORT PORTAL, OR THE PROCUREMENT THEREOF; AND/OR (G) LOSS, DAMAGE, CORRUPTION, OR REPLACEMENT OF COMPUTING SYSTEMS. IN ALL CASES, SCHLUMBERGER, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE. THE LIMITATIONS OF SECTION 18.3 (LOSS AND SUBSTITUTE) APPLY:**

18.3.1. **WHETHER ARISING OUT OF OR IN CONNECTION WITH THE ACCESS, USE, AND/OR PERFORMANCE OF THE SOFTWARE, MAINTENANCE, SUPPORT PORTAL, REMOTE SUPPORT OR ANY DELIVERABLES (AND ANYTHING PRODUCED THEREFROM), REGARDLESS OF THE FORM OF ACTION UPON WHICH A CLAIM FOR SUCH DAMAGES MAY BE BASED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY;**

18.3.2. **EVEN IF REPAIR, REPLACEMENT, OR A REFUND FOR THE SOFTWARE, SUPPORT PORTAL, REMOTE SUPPORT, OR ANY DELIVERABLE DOES NOT FULLY COMPENSATE CUSTOMER FOR ANY LOSSES AND REGARDLESS OF: (I) WHETHER SCHLUMBERGER KNEW OF OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES; (II) IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE; AND/OR REGARDLESS OF THE FORM OF ACTION UPON WHICH A CLAIM FOR SUCH DAMAGES MAY BE BASED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.**

18.4. **DMCA.** Customer releases Schlumberger from Schlumberger's compliance with take-down notices for removing material from the Support Portal pursuant to the U.S. Digital Millennium Copyright Act, or similar law.

18.5. Notwithstanding any other provision of the Agreement, under no circumstances will Schlumberger have any obligation to re-create, re-acquire, process or re-process, re-shoot any data damaged within or lost from the Software or Support Portal, or to re-drill or re-log any well or well section or be liable for any costs associated therewith, including as may be caused by any third party, in each case whether direct or indirect.

18.6. All Interpretations and decisions resulting from use of the Software and/or Support Portal are opinions and decisions based on inferences from measurements and empirical relationships, which are not infallible and may involve individual opinions and judgments, data, or computer analysis with respect to which competent specialists may differ. Such Interpretations and decisions may involve information and data furnished by the Customer or third parties, the accuracy and reliability of which are not the responsibility of Schlumberger. Customer takes full responsibility for relying on Interpretations or decisions resulting from use of any of the Software and/or Support Portal.

18.7. Under no circumstances should Customer treat or rely upon the use of the Software, Support Portal, or any deliverables, including any Interpretation, as the sole basis for any decision, be it operational, technical, financial, commercial or otherwise, relating to the wellbore, the reservoir or the field, including, but not limited to, any decision relating to well planning, drilling safety and performance, field development, well control, production optimization, contingency planning, and infrastructure and systems design and optimization.

18.8. Schlumberger will have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Schlumberger by the Customer in connection with the Software and/or Support Portal, or any actions taken by Schlumberger at the Customer's direction.

18.9. Customer acknowledges that the Software is designed and intended for use only in accordance with the Documentation. Any other use may result in defects, errors or damage to the Software, hardware or data, including loss of data. Schlumberger shall have no liability or obligation to Customer for such defects, errors or damage to the Software, data or hardware attributed to such use.

18.10. Force Majeure. Neither Party will be responsible for delays or failures in performance resulting from events or circumstances beyond the control of such Party and which, by the exercise of reasonable due diligence of such Party, could not reasonably have been avoided from the following events: acts of God; fire; floods; lightning; blizzards; tornadoes; earthquakes; ice storms; named tropical storms and hurricanes; embargos; epidemics; pandemics; infectious disease outbreaks; terrorism; insurrection; revolution; piracy; war; strikes,

lockouts, labor disputes (other than those strikes, lockouts and labor disputes of the Party claiming Force Majeure which are within such Party's reasonable control and may be resolved through reasonable efforts); compliance with any law, rules, and/or regulations of any governmental or public authorities having or asserting jurisdiction the Party; inability to procure material; industry wide shortages or soaring commodity, equipment, or necessary labor costs despite reasonable efforts; utility, network, or device failure external to the Party; third-party attacks, including distributed denial of service, directed, or other malicious attacks targeting Schlumberger or in any way impacting the delivery, access, or use of Software or the Support Portal; or, similar causes (except financial) beyond the control of the affected Party and which, through the exercise of diligent effort, such Party cannot overcome.

19. Audit Rights. From time to time, and with reasonable notice and during Business Hours, Schlumberger may audit Customer's books and records, facilities and any authorized computers where the Software may be located to confirm the appropriate use of the Software in accordance with the terms of this Agreement, including that there has been no unauthorized distribution of the Software. Audit rights shall also extend to ensure the proper use of any Embedded Software contained within the Software. Audit rights are not intended to extend to the review of any confidential or proprietary information that belongs to Customer.

20. Governing Law and Venue. If Customer acquired the Software in the United States, the state law where the Customer is founded and principally operated governs the interpretation of this Agreement, regardless of the governing state's conflicts of law principals. If no such state law applies, then the law of Texas state law governs the interpretation of this Agreement, regardless of its conflicts of law principles.

21. Publicity. Neither party will make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other Party, except: 1) as required by law or any court or other authority of competent jurisdiction; or 2) where Schlumberger uses the Customer's name and/or logo(s) in its marketing material to notify others and/or make public that Customer is a user of the Software and/or Support Portal.

22. Third Party Links. Certain content, components or features in or made available by the Software and/or Support Portal may include links to third party resources, including, but not limited to, hyperlinks to other websites, resources, or content ("**Third Party Resources**"). Schlumberger may have no control over suchThird Party Resources and is not responsible for the availability of such Third Party Resources. **SCHLUMBERGER DOES NOT MAKE, AND THEREBY DISCLAIMS: (I) ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE LINKS PROVIDED ON, OR TO, A THIRD PARTY RESOURCES; (II) GUARANTEE THE ACCURACY, COMPLETENESS, USEFULNESS, OR ADEQUACY OF ANY THIRD PARTY RESOURCE OR SERVICES, GOODS, OR ADVERTISEMENTS THAT MAY BE RELATED TO A THIRD PARTY RESOURCE; OR (III) MAKE ANY ENDORSEMENT, EXPRESS OR IMPLIED, OR ANY OTHER THIRD PARTY RESOURCE .** Links to Third Party Resources may also contain third party advertisements which contain embedded hyperlinks to websites operated by third parties. The third party advertiser is solely responsible for any representations or offers made by it and for the delivery of goods or services you agree to purchase from a Third Party Resource. Schlumberger is not liable for or responsible for the content of any Third Party Resources or for any damages incurred or alleged to have been incurred, either directly or indirectly, as a result of Customer's reliance on anything associated with such Third Party Resources.

23. Third Party Rights. The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns), including under English law pursuant to the Contracts (Rights of Third Parties) Act 1999 or any other applicable law or regulation.

24. Taxes.

24.1. Prices for the Software and Support Portal do not include any local, state, provincial, federal or national sales, use, excise, personal property, value-added, import/export, or other similar taxes or duties, which may be assessed in connection with the Software or Support Portal. If any such taxes or duties are applicable they will be added to Schlumberger's invoices to Customer. If Schlumberger must initially pay such assessments, Customer agrees to reimburse Schlumberger within thirty (30) days after receipt of Schlumberger's invoice. Taxes based upon Schlumberger's income are the sole responsibility of Schlumberger.

24.2. The prices, rates and charges set forth in the Agreement are completely net of any amounts in respect of any withholding taxes that may be applicable upon payments by Customer. If any withholding taxes are deemed to be applicable on settlements made by Customer to Schlumberger, Customer agrees that it must on its own accord gross-up the access fee or any other charges due under this agreement in a fashion that net amounts received after such withholding yield back the prices and rates under the Agreement. In such case, Customer must deduct the withholding taxes from such grossed-up amounts and pay such withholding taxes directly to the appropriate governmental authority.

24.3. If any tax is imposed on Schlumberger, outside its country of incorporation and fiscal residence, as a consequence of the performing under the Agreement or due to an act of the Customer that is outside the control of Schlumberger or due to the Customer accessing and storing data in a particular country, such taxes will be for the sole account of Customer and be paid by Customer irrespective of how it is levied. Should Schlumberger have to pay such taxes, Customer must promptly reimburse Schlumberger such amounts that eliminate any incremental tax burden on Schlumberger due to the above stated factors. Schlumberger undertakes to provide the Customer documents evidencing the imposition of such tax.

24.4. If as a result of any new legislation or extension/change in application of the existing law or interpretation thereof, any additional sums become payable by Schlumberger in respect to personal, corporate taxes, custom duties, or any other duties or levies, to any authorities of country of operation or elsewhere, not enacted at the submission of the Agreement, then Schlumberger will be entitled to adjust its rates and prices with Customer, in a way that Schlumberger does not incur an additional economic burden directly attributable to the Agreement and associated with such tax change.

25. **Relationship of the Parties**. The relationship between the parties is that of independent entities. Nothing contained in the Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

26. **Waiver**. No failure or delay by a party to exercise (partially or completely) any right or remedy provided under the Agreement or by law will constitute a waiver or restriction of that or any other right or remedy.

27. **Notices**. Schlumberger may provide Customer with information about the Software and/or Support Portal electronically, including, but not limited to the Customer Liaison's email address, a forum, or a web site that Schlumberger identifies. Notice is effective as of the date made available by Schlumberger. Notices expressly required under the Agreement will be in writing, (a) sent electronically to the other party's email address identified in the Quotation, or (b) sent physically to the other party's registered address by courier, registered mail, or certified mail return receipt requested, or by a firm regularly engaged in the business of delivery of documents or packages.

28. **Severability**. If any term or provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

29. **Entire agreement**. The Agreement constitutes the sole and entire agreement between Schlumberger and Customer regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. An Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

30. **Headings.** The section headings contained in the Agreement are for reference purposes only and will not affect the meaning or interpretation of the Agreement.

31. **English Language**. The text of this Agreement, as well as the documents associated therewith have been written in English in multiple locations around the world. Consideration has been taken to harmonize the particular dialect of English being used herein, all versions being deemed authentic. For legal purposes, any typographical or grammatical errors originating in non-US English dialects will be deemed to be given a proper interpretation under the US English dialect, which shall be given priority of any interpretation.

32. **Survival**. The following provisions are intended to survive the termination or expiration of this Agreement: Section 6 (Term, Suspension, and Termination); Section 7 (Customer Data); Section 9.6 (Support Portal Release and Waiver); Section 11 (Data Privacy and Security); Section 12 (Compliance with Laws and Export Regulations); Section 13 (Assignment); Section 14 (Schlumberger Proprietary Rights); Section 15 (Confidentiality); Section 16 (Representations and Warranties); Section 17 (Patent and Copyright Indemnity); Section 18 (Limitations on Liabilities and Remedies); Section 19 (Audit Rights); Section 20 (Governing Law and Venue); Section 21 (Publicity); Section 22 (Third Party Rights); Section 24 (Taxes); Section 25 (Relationship of the Parties); Section 26 (Waiver); Section 28 (Severability); Section 29 (Entire Agreement); Section 30 (Headings); and this Section 32 (Survival).

SUBJECT

University of Idaho - FY2027 & FY2028 Building Management Services – Idaho Water Center

REFERENCE

April 22, 2024	University of Idaho signed initial agreement (UI-888) with Oppenheimer Development Corporation.
September 25, 2025	The Executive Director of the Board of Regents approved the FY26 property management agreement with Oppenheimer Development Corporation for $1,174,839.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.1 2(a), Institutional Approval Authorization Limits

BACKGROUND/DISCUSSION

The University of Idaho seeks Regents' approval to pay a total of $2,648,547 over the course of FY27 and FY28 ($1,252,056 in FY27 and $1,396,491 in FY28) to Oppenheimer Development Corporation for property management of the Idaho Water Center (IWC) in Boise, Idaho.

The University of Idaho owns and operates the IWC in downtown Boise, which provides educational and administrative space for UI's Boise campus in addition to space for various tenants. The overall operations of the IWC are funded primarily through a combination of state-appropriated funds, derived from occupancy funding, and lease income generated by tenants within the facility. This blended funding model reflects the IWC's dual role as both a UI academic facility and a multi-tenant commercial property.

UI Facilities staff are Moscow-based and unable to provide a local presence or the responsiveness needed for effective operations and maintenance of a facility of this size and complexity due to the distance. To ensure effective property management, operations, and maintenance services at the Water Center, UI completed an RFQ process for property management services in 2024 and Oppenheimer Development Corporation was the successful applicant. This was a two-year (2) contract, with three (3) optional two-year (2) renewals, not to exceed eight (8) additional years from the original start date.

This purchase request has been processed in accordance with the State Board of Regents policies and procedures, as well as University policies and procedures. The current contract expires June 30, 2026.

IMPACT

The goal of this two-year (2) renewal of the property management agreement with Oppenheimer Development Corporation is to ensure effective property

management, operations, and maintenance of a premier property on UI's Boise campus. The cost of the agreement will continue to be supported through the IWC's existing funding structure, combining state-appropriated occupancy funds and tenant lease income, with no request for additional appropriated funding beyond what is currently authorized for facility operations.

ATTACHMENTS

Attachment 1 – Oppenheimer Development Corporation RFP Response
Attachment 2 – Oppenheimer Development Corporation Agreement (UI-888)
Attachment 3 – Executive Director Approval of FY26 Agreement
Attachment 4 – FY27 and FY28 Budgets
Attachment 5 – FY27 Budget Footnotes
Attachment 6 – FY28 Budget Footnotes

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed the University of Idaho's (UI) request to approve a two (2) year extension of the building management services agreement with Oppenheimer Development Corporation for the Idaho Water Center (IWC) in Boise, Idaho. The proposed extension would cover FY2027 and FY2028 at a total cost of $2,648,547.

UI completed a competitive RFQ process in 2024, and Oppenheimer Development Corporation was selected to provide property management services under an initial two (2) year agreement with optional renewal terms.

The IWC's operations are funded through a blend of state-appropriated occupancy funds and tenant lease income. The cost of this agreement is consistent with that existing funding structure and does not require additional appropriated resources beyond what is currently authorized for facility operations.

UI's proposed renewal will support continued property management, operations, and maintenance services at the Idaho Water Center and ensure effective on-site management of the facility.

Board staff recommends approval.

BOARD ACTION

I move to approve University of Idaho's request for approval of a two-year (2) extension of the IWC Building Management Services agreement for FY27 and FY28 for a total cost of $2,648,547.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ATTACHMENT 1

UNIVERSITY OF IDAHO REQUEST FOR PROPOSALS NO. 24-12M

PROPOSAL RESPONSE CERTIFICATION
March 25, 2024

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

Jeremy Malone
Name

Jeremy Malone
Signature

VICE PRESIDENT
Title

OPPENHEIMER DEVELOPMENT CORPORATION
Company

877 WEST MAIN STREET SUITE 700
Street Address

BOISE ID 83702
City, State, Zip

208-343-4883
Telephone Number

208-890-8444
Cell Phone Number

JEREMY-MALONE@OPPCOS.COM
E-mail Address

IDAHO
State of Incorporation

82-0306567
Tax ID Number

Business Classification Type (Please check mark if applicable):

Minority Business Enterprise (MBE)	_____
Women Owned Business Enterprise (WBE)	_____
Small Business Enterprise (SBE)	_____
Veteran Business Enterprise (VBE)	_____
Disadvantaged Business Enterprise (DBE)	_____

April 3, 2024

Julia R. McIlroy
Director
Contracts & Purchasing Services
1028 West Sixth Street
Moscow, Idaho 83844-2281

RE: University of Idaho at the Idaho Water Center
Request for Proposal – Building Management Services

Dear Mrs. McIlroy:

Oppenheimer Development Corporation (ODC) is pleased to respond to the University of Idaho's Request for Proposal for Building Management Services at the Idaho Water Center. We believe our client and tenant focused approach, experience and creativity are most qualified to continue providing the University of Idaho with ultimately the best property management solution.

ODC fully understands the content of the Request for Proposal and the desires of the University of Idaho to be a premier, higher education urban learning research and outreach center in Boise. Oppenheimer Development is anxious to continue our partnership with U of I to fulfill the mission of increasing educational opportunities and research capacity in the Idaho Water Center while creating optimal value and functionality of the Idaho Water Center.

We welcome the opportunity to meet with the University of Idaho to further discuss this property management opportunity and to provide any additional information that may be required. We look forward to structuring a property management agreement which satisfies the University of Idaho's requirements and objectives.

Oppenheimer Development Corporation represents and warrants the following:

a. ODC is financially solvent, able to pay its debts as they mature and possesses of sufficient working capital to perform the services and work described within the RFP;
b. ODC is capable of performing and completing the services and work described in the RFP and has sufficient experience and competence to do so; and
c. ODC is authorized to do business in Idaho, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services and work described within the RFP and has or will obtain all licenses and permits required by law.

We certify the information contained within this Request for Proposal is true and correct to the best of our knowledge and belief. As Vice President of Oppenheimer Development Corporation, I warrant and acknowledge I am empowered to commit ODC into a contract with the University of Idaho for the building management services at the Idaho Water Center.

If you have any questions regarding Oppenheimer Development Corporation or should you need any additional information, please do not hesitate to contact me. Again, we appreciate the opportunity to respond to the University of Idaho's Request for Qualifications for Building Management Services at the Idaho Water Center.

Sincerely,

Jeremy Malone
Jeremy Malone, RPA
Vice President

Section 1 – Basic Qualifications

History, Background, Experience and Leadership as a Third-Party Property Manager:

Oppenheimer Development Corporation (ODC) is a diversified Northwestern property management, maintenance and accounting firm as well as asset management specialist and real estate development company with wide-ranging experience, highly specialized skills and a multi-dimensional approach to problem solving in real estate. ODC is a locally owned company providing strategic real estate asset management services and hands-on property management and maintenance services. Our strategic focuses include:

- Full-Service Property Management, Maintenance and Accounting Services
- Long-Term Asset Management
- Leasing Management
- Project Management
- Project Development
- Market Research and Feasibility Studies

ODC is recognized within the real estate industry as the first-choice business partner providing exceptional property management, maintenance and property accounting services while delivering the highest value to our clients, investors and tenants. ODC provides a superior product at a competitive price and consistently exceeds owner and tenant expectations through outstanding client and customer service. ODC's reputation for providing personal and detail-oriented care for each of our building owners and tenants is unparalleled.

Founded in 1972 in Boise, Idaho, our initial emphasis was on the development of real estate investment projects for Oppenheimer-Falk Realty Company, which evolved from Falk Realty Company (established in 1868). Falk Realty, a predecessor company founded by Nathan Falk over 100 years ago, and succeeded by his son, Leo J. Falk, was responsible for Boise downtown projects including the Owyhee Hotel, Falk's Building and the Egyptian Theater. Oppenheimer-Falk Realty and Oppenheimer Development Corporation, owned by descendants of Nathan Falk, were responsible for the development of One Capital Center, the first project to be built on Boise Redevelopment Agency property and First Interstate Center, now known as Wells Fargo Center.

ODC has attained critical growth by developing and managing substantial real estate ventures for clients, including: State of Idaho Department of Lands, University of Idaho, Talcott Investments, J.R. Simplot Company, CenturyLink, Wright Runstad & Co., Safeco Properties, Wells Fargo Bank, General Services Administration, City of Eagle, City of Caldwell, City of

Idaho Falls, Farm Bureau Insurance, the Idaho Falls Urban Renewal Agency and the East Caldwell Urban Renewal Agency to name a few.

ODC is selective and strategic when it comes to our property management clients. We focus on partnering with properties in and near downtown Boise to ensure our hands-on team is best utilized with close proximity to each property we manage. We are extremely client focused through extraordinary customer service. We partner with clients to achieve long-term optimal property and asset management and the creation of defined strategic plans resulting in successful portfolios. Sustainable growth ensures ultimate client/ customer/ tenant satisfaction at all levels. ODC's ground-breaking tenant retention rate at all of our properties, and longstanding client relationships is a direct result of the quality of service our staff provides to each and every tenant and owner.

Oppenheimer Development Corporation purposefully manages and maintains a variety of properties including University of Idaho Water Center, Wells Fargo Center, One Capital Center, 8th Street Marketplace, Farm Bureau Insurance, Generations Plaza, Sonna Building, 816 Bannock Building, Central Washington Plaza, Umpqua Bank, Overland Park Shopping Center, Hoppie Family Trust, and Medallion Eagle Professional Center to name a few. These value-added services are also provided for various associations, and office and condominium building owners.

ODC has been performing third-party property management in Boise since 1974 and has continually enhanced its property management services to ensure tenant and client satisfaction is optimized. We are experienced in large, complex portfolios as evidenced by the successful management and subsequent disposition of the State of Idaho Department of Lands portfolio and the prompt significant improvements made to the entire portfolio. ODC's retention of property management services to many of the properties sold by IDL is a testament to the property management team and the services provided to the tenants of these properties, which encouraged new ownership entities to retain ODC as the property managers.

The team approach at Oppenheimer Development creates the depth, experience and leadership functions required for optimal property management, maintenance and accounting. ODC prides itself on the highest level of service quality for each of these functions. The unique combination of talents within the organization provides the necessary skills and experience in the key areas of management and control which are vital to a successful, long-term real estate project.

Current Property Management Portfolio and Focus:

Oppenheimer Development manages a variety of office, retail, suburban office and condominium associations predominantly in the Boise area. The name, square footage and location of each property is listed below.

Oppenheimer Development Corporation's
Current Property Management Portfolio
Square Footage of Properties

Property Name	Square Feet	Property Type
Idaho Water Center	200,000	Office – Boise
One Capital Center	256,000	Office – Boise
Wells Fargo Center	208,000	Office/Retail – Boise
Overland Park	155,000	Retail – Boise
JSC Investments	18,000	Office – Boise
Hoppie Trust Properties	10,485	Office – Boise
Portico East	80,000	Medical Office – Meridian
816 Bannock Building	27,952	Office – Boise
10 Barrel Building	8,755	Retail – Boise
Sonna Building	44,737	Office – Boise
Central Washington Place	29,744	Office – Boise
Farm Bureau Insurance	7,660	Office – Boise
Travis Jeffries Building	5,326	Office – Boise
51 Federal Building	25,126	Office – San Francisco, CA
R. Grey Lofts	45,000	Condominium – Boise
Imperial Plaza	120,000	Condominium – Boise
Northrup Building	46,848	Office/Retail – Boise
Mercantile Building	75,165	Office/Retail – Boise
Generations Plaza 1	6,069	Office/Retail – Meridian
Generations Plaza 2	17,237	Office/Retail – Meridian
The Broadway	39,528	Office/Retail – Idaho Falls

Section 2 – Key Personnel

ODC's team is comprised of professional, experienced individuals who provide services to its property management clients. The following are short biographies of each member of our staff who will work on the Idaho Water Center project as well as more detailed information in Section 6, about each team member.

Jeremy Malone, RPA has been with Oppenheimer Development since 1991in various roles from Administrative Assistant, Asst. Property Manager, Property Manager, Director of Property Management to his current role as Vice President. As Vice President, his primary role continues to focus on asset and property management from hands-on approach. Mr. Malone is ultimately responsible for overseeing the entirety of ODC's owned and managed real estate portfolio with the assistance of his team. He will be actively involved in the start-up of the property management, maintenance and accounting of IWC and will continue to be engaged in the property once procedures, protocols and systems are in place with a property manager. Mr. Malone's primary office is in the Wells Fargo Center, ODC's corporate headquarters, at 877 Main Street, Suite 700, Boise, Idaho 83702, though he is very hands-on with each of the properties in the portfolio with visits and inspections.

Mike Hale is Chief Financial Officer of Oppenheimer Companies, Inc. (OCI), and the Vice President of Finance and Administration of Interstate Food Processing Corporation, an affiliate of OCI. Mike joined OCI in 2022 following eight years with the J. R. Simplot Company, an international food and agribusiness company, most recently as their Treasurer. Prior to Simplot, Mike held various positions in audit, finance, energy procurement, and risk management at Boise Cascade Corporation and its successor companies. He graduated from the University of Idaho with a B.S. in Business and emphasis in information systems. Mike lives in Boise, Idaho with his wife and two daughters and enjoys being active in the outdoors with his family. He is a past board member of a Pacific Northwest industrial energy policy and advocacy group and is a member of the Board of Trustees for the Idaho Shakespeare Festival.

Coby Barlow, Property and Operations Manager, will be the primary Property Manager for the Idaho Water Center. Coby has been with ODC for over 15 years in a variety of capacities including Maintenance Technician, Maintenance Lead, Operations Manager and Property Manager. Coby provides guidance and expertise of the management and maintenance over all of ODC's managed and maintained properties, including the Idaho Water Center, Wells Fargo Center, Imperial Plaza, Farm Bureau Insurance and Central Washington Place to name a few. While Mr. Barlow continues to be involved in each of these projects from a management and maintenance oversight perspective, his primary role would be to focus on the Idaho Water Center. Coby's primary office is located in the Wells Fargo Center but, as all our property

management and maintenance staff, he regularly visits each of the properties under ODC management.

Lori Eggleston, Property Accounting Associate, has been with ODC since 2017 and will be responsible for all financial reporting and bookkeeping functions associated with IWC. Lori is extremely proficient in Yardi, the fully-integrated accounting and property management software package used by Oppenheimer Development. Ms. Eggleston provides financial reporting and required daily activity for a variety of properties managed by Oppenheimer Development, including Idaho Water Center, Wells Fargo Center, Mercantile and Northrup Buildings, Sonna Building and Generations Plaza I and II, to name a few. Her financial background is enhanced by her commercial property management background for a well-rounded, integrated approach to financial reporting, tracking and delivery from a property management perspective. Lori's office is located within Oppenheimer Development's offices on the 7th floor of the Wells Fargo Center.

Each property creates unique situations from a management and accounting standpoint and ODC looks forward to working with the University of Idaho to create the perfect management team to provide exceptional management and accounting services. In addition to finding the right person(s) for the right job(s), ODC is large enough to have staffing redundancies in place, at every level, to ensure if an employee is on vacation or out of the office, there is a qualified replacement within our organization who is familiar with our processes and the IWC property.

Additionally, ODC has seven full-time, in-house maintenance technicians based in Boise to perform routine maintenance requests and preventative maintenance programs at IWC. Our in-house maintenance staff has valuable experience in dealing with HVAC, plumbing, electrical, mechanical systems, boilers, drywall, general construction and maintenance, exterior maintenance and troubleshooting skills with a certified HVAC technician on staff. Our maintenance staff has over 150 years of building and facility maintenance experience. Based in downtown Boise, ODC Property Management and Maintenance staff retain the ability to respond quickly to any calls by University of Idaho at the Idaho Water Center and/or their tenants.

Section 3 – Organizational Structure

Oppenheimer Development Corporation will provide all management, lease administration, accounting and financial reporting, preventative maintenance programs (creation and implementation) and routine maintenance items by our in-house management, accounting and maintenance staff.

Services such as janitorial, landscaping, snow removal, elevator maintenance and repairs, fire system maintenance and repairs and specialized equipment repairs will be subcontracted either via routine maintenance contracts or on an as-needed basis. While ODC has seven very skilled and talented Maintenance Technicians on staff, we understand certain tasks are better left for expert care and repair and can be performed in a cost effective and efficient manner by outside vendors when managed properly. With a combined total of over 150 years of maintenance experience, ODC's staff has a valuable understanding of caring for building equipment while ensuring cost-saving measures are taken, as it relates to every repair and piece of equipment. This knowledge is critical in ensuring all equipment is maintained properly and timely by the person(s) best suited for the task, either internally or outsourced.

Oppenheimer Development is extremely proactive in both property management and property maintenance. A detailed Preventative Maintenance Program will be specifically created for Idaho Water Center, if not already in place, to ensure all equipment is reviewed, inspected and attended to on a scheduled basis. ODC implements national standards for equipment maintenance as well as incorporates years of hands-on experience to create, and continually modify, an ongoing PM Program. While equipment failures are inevitable, many failures can be prevented by regular and routine inspections incorporated by ODC.

In the creation and modernization of PM Programs, each piece of equipment is entered into a detailed performance sheet to ensure optimum productivity is being maintained. ODC incorporates equipment life expectancy with each piece of equipment to ensure equipment nearing the end of the projected operating life is being carefully monitored with a capital replacement program in place. Creating a capital working plan allows for building owners to strategically plan for capital repairs or replacements while limiting the adverse effects on tenants within a building. Often, planned capital equipment replacements are less expensive and performed substantially quicker than emergency repairs and replacements.

Being Boise-based since 1972 and managing over one million square feet of buildings in Boise allows Oppenheimer Development Corporation to have critical knowledge and great experience with local subcontractors in the marketplace. ODC is fortunate to work with various subcontractors within numerous properties to find optimal synergies of subcontractors with

specialized equipment or manufacturer-specific vendors. ODC maintains professional relationships with many subcontractors in the Boise area to provide preferred response times and discounted pricing based upon negotiated contracts. Additionally, ODC receives volume discounts from many supply houses, both local and national, which savings are passed on to building owners and tenants.

Throughout the course of the year, Oppenheimer Development Corporation solicits pricing from subcontractors, vendors and supply houses to ensure contracts, services and products being purchased are competitively priced and within market standards. Frequently, throughout the bidding process savings can be achieved based upon prior and current relationships as well as volume discounts of various products (i.e. light bulbs, janitorial supplies, etc.). Additionally, with many similar sized buildings within our existing portfolio, ODC is able to benchmark building and operating expenses to projects to ensure equipment is running at optimal efficiency and operating costs are in-line with other, similar sized buildings.

As previously indicated, ODC performs routine building inspections by property management and maintenance staff to ensure subcontractors are performing per the specifications of individual contracts. Additionally, ODC requires quarterly update meetings with subcontractors performing routine maintenance (i.e. janitorial, landscaping, etc.) to review performance, issues of concern, achievements and potential opportunities.

ODC is committed to being lifelong learners in our field. An initiative created by senior management years ago requires each member of Oppenheimer Development Corporation to take at least one course annually to stay relevant to the ever-changing practices in the property management and maintenance fields, frequently managers and technicians take multiple courses annually. Currently, two property managers are finalizing their RPA designations from BOMA International, one maintenance technician is studying for his Facilities Management Administrator designation and one manager is studying for his LEED Green Associate designation.

Oppenheimer Development Corporation has created an independent Preventative Maintenance Program for each specific property. From this PM Program, data is entered into a mobile, web-based work order system called the Yardi Voyager maintenance module to ensure each task within the PM Program and routine maintenance calls are scheduled and tracked on-line and in real time. This program provides an active status report for property managers and maintenance technicians to record the status or completion of each individual task. Access to the Yardi Voyager maintenance module can be provided to building owners for their review of work orders, status of work orders or general tracking of maintenance calls or issues.

Oppenheimer Development Corporation uses Yardi Voyager as our property management and accounting system. Below is a brief summary, from Yardi, listing a few of the benefits and features of Yardi:

> Yardi Voyage is fully-integrated accounting and property management software for mid-size residential, commercial, industrial, retail, and condo/co-op properties. The Windows-based system streamlines operations with a centralized database and tools to automate processes including AR and AP, reporting, and maintenance.
>
> **Streamline A/R and A/P:**
> Processing tenant receipts is traditionally labor intensive, but Gen2 automates this process - which saves time, reduces errors, and optimizes cash management. An integrated general ledger and monthly charges are posted with a mouse click. Gen2 tracks your payables in both cash and accrual accounting - including automated invoice entry, discount calculation, and vendor-based expense accounts.
>
> **Automated Reporting:**
> With property and tenant data in a single database, Gen2 makes it easy to report across your entire portfolio. The program includes over 100 industry standard reports with real-time data to facilitate better business decisions. Reports can be exported to Microsoft Word, Excel, HTML, or RTF with a single mouse click - or emailed directly from report screens.

Oppenheimer Development Corporation has complex and wide-ranging leases throughout its portfolio including Federal and State leases. This includes a variety of different terms and conditions making lease administration a critical component of ODC's thriving operations. Each administered lease, from a Tenant or Landlord perspective, is assigned a unique identification code; allowing Yardi to track all aspects of lease administration from critical dates and details to monthly billing/collection, ad hoc billing/collection, lease payments and operation cost reconciliations.

ODC provides various owners with online access to our Yardi system to review all data and provides specific reports for their projects. Each project presents different expectations in regard to monthly reporting and Oppenheimer Development Corporation is versed in a variety of formats that are compatible with Yardi. ODC currently uses Comma Separated Values, Microsoft Excel and Microsoft Word to download Yardi reports to various software and accounting programs. Additionally, ODC has the capability for other methods of delivering owner requested information which allows owners the ability to upload critical financial data to

their specific software programs. ODC's IT team will collaborate with IWC to integrate data and reporting with your specific systems.

One feature of Yardi is the Ad Hoc reporting feature which allows customized reports with specific information for different stakeholder's preferences. ODC will develop with IWC the key performance metrics for the property and create high impact reports to enhance the decision-making process.

Typically, Oppenheimer Development Corporation provides monthly financial statements for each project. Standard financial reports include Balance Sheet, Income Statement, Budget Comparison, Cash Flow, Rent Roll, Journal Entries and Detailed General Ledger Reports though, as noted above, Yardi provides the flexibility to provide virtually any report desired for the Idaho Water Center.

ACCOUNTING SYSTEMS:

Process Accounts Payable for projects:

- Sort vendor invoices, review for accuracy and obtain approvals to pay
- Prepare checks for signature, post in proper ledger and check register, mail when signed
- Attach backup to check copies and file accordingly
- Transfer funds as necessary to maintain proper account balances
- Respond to vendor inquiries and concerns
- Post loan payments and other automatic payment items
- Prepare owner distributions

Process Accounts Receivable for projects:

- Process tenant charges due per lease agreement (i.e., rent, operating cost pass-thrus, additional services, parking fees, CAM, property taxes/insurance, merchant dues, special assessments, etc.)
- Process tenant statements, post to proper ledger accounts
- Code checks to proper general ledger account, post in ledger and check register
- Post and track automatic deposits
- Prepare bank deposit slips, copy deposits and file accordingly
- Set-up new vendors and tenants and other necessary files
- Respond to tenant inquiries and concerns

Prepare monthly financial reports for projects:

- Compile and input all pertinent financial data
- Prepare and post journal entries to general ledger

- Provide Property Managers with information for purposes of determining budget variances
- Upon approval of Property Managers, distribute reports to owners
- Maintain depreciation/amortization schedules
- Prepare expense analysis for annual comparison purposes regarding utilities, etc.
- Prepare cash flow statements

Invoicing:

- Prepare invoices with regards to operational work orders
- Process monthly management fees, accounting fees, maintenance staffing fees, etc.

Maintain Organized File System for Accounting

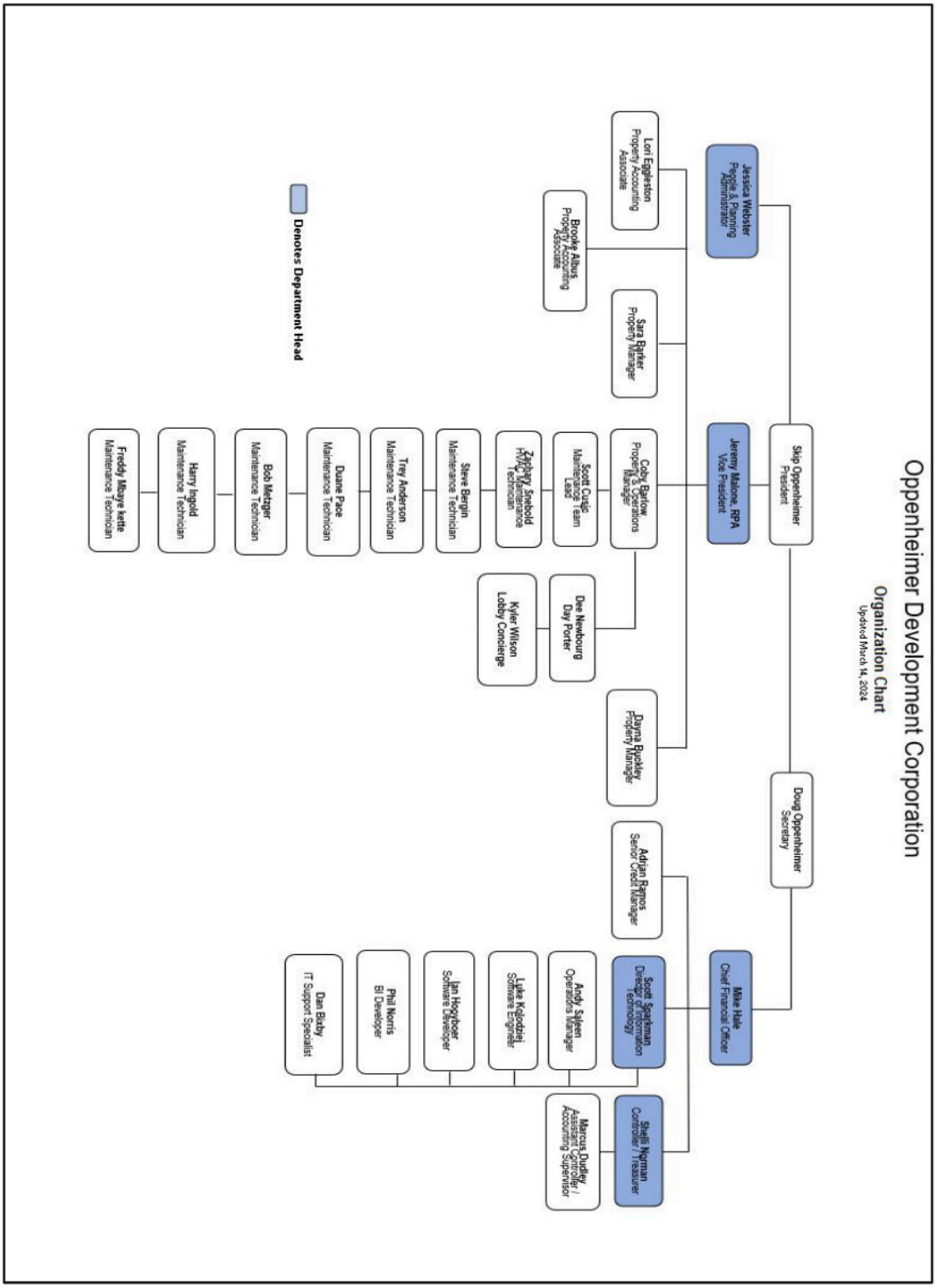
Assist Property Managers in preparation of annual budgets

Assist Controller in compiling data for annual audits

- Prepare work papers for annual audits

Assemble and prepare necessary data for projects 1099's

Please view the ODC Organization Chart on the following page.


Oppenheimer Development Corporation
Organization Chart
Updated March 14, 2024
Skip Oppenheimer
President
Doug Oppenheimer
Secretary
Jessica Webster
People & Planning Administrator
Jeremy Malone, RPA
Vice President
Mike Hale
Chief Financial Officer
Lori Eggleston
Property Accounting Associate
Brooke Allous
Property Accounting Associate
Sara Barker
Property Manager
Coby Barlow
Property & Operations Manager
Dayna Brookley
Property Manager
Adrian Ramos
Senior Credit Manager
Scott Scarkman
Director of Information Technology
Shelli Norman
Controller / Treasurer
Andy Sajeen
Operations Manager
Luke Kolodziej
Software Engineer
Ian Hoogbaar
Software Developer
Phil Norris
BI Developer
Dan Bixby
IT Support Specialist
Marcus Dudley
Assistant Controller / Accounting Supervisor
Scott Cusic
Maintenance Lead
Zachary Snebold
HVAC Maintenance Technician
Steve Bergin
Maintenance Technician
Trey Anderson
Maintenance Technician
Duane Pace
Maintenance Technician
Bob Metzger
Maintenance Technician
Harry Ingold
Maintenance Technician
Freddy Mbaye Ivette
Maintenance Technician
Dee Newbourg
Day Porter
Kyler Wilson
Lobby Concierge
Denotes Department Head

Section 4 – Special Qualifications

Like the University of Idaho, Oppenheimer Development Corporation is committed to *A Legacy of Leading* in our communities and throughout our State through our business, civic and philanthropic endeavors. As detailed in the biographies in Section 6, three of Oppenheimer Development Corporation's executive leadership currently or previously have participated on University of Idaho Board of Director's or Advisory Council's. ODC is committed to continuing the University of Idaho's *A Legacy of Leading* campaign in Boise with the management of the Idaho Water Center but also in partnering with others in the Boise area to continue to expand the U of I Brand and showcase the wonderful achievements and talents taking place in the IWC. In addition to the great efforts U of I is creating within the IWC, Oppenheimer Development is a proud partner and supporter of the Boise-based U of I Integrated Design Lab, working with them in six different buildings to achieve optimum efficiencies and creating strategic long-range planning efforts to enhance building operations and energy reduction.

ODC has an extremely high level of standard throughout the entire property management staff, with extraordinary efforts being focused on customer service, education and retention. ODC enjoys an extremely high rating in customer satisfaction surveys and boasts ground-breaking client/tenant retention for all of our properties. ODC's property management staff have over seventy years of direct property management experience and many more years of exceptional customer service. ODC is truly recognized in the property management industry as the first-choice business partner in real estate.

Property Management:

Oppenheimer Development Corporation's long standing track record and goal is to maintain a close and optimal working relationship with owners and tenants. Clear, open lines of communication are critical to the success of a property while increasing value and maintaining tenant retention. ODC provides a superior product at a competitive price and exceeds customer expectations through exceptional property management and maintenance services.

Property Management Services Include:

- Maintaining the highest standards and exceeding expectations of Owners, Clients and Tenants.
- Prepare and maintain, in accordance with customary business practices and the latest technology, accurate records and pertinent and timely financial reporting, management, care and operation of the Project.

- Invoice and receipt of all rental revenue and other sums payable to Client under current leases and from other revenue sources including parking, vending machines, utilities, taxes, tenant improvements, insurance, operating cost escalations (if applicable) and any other Common Area or Project costs on a timely basis.
- Compliance with applicable laws, rules, regulations and ordinances.
- Maintain a complete and accurate listing of all tenants, reflecting location, square footage occupied and any unusual requirements including utilities, maintenance, janitorial services, remodeling and after-hours access.
- State of the art environmental services to maximize certification potential and optimize operating costs.

Maintenance Services Include:

- Respond promptly to maintenance requests with utmost professionalism and expertise 24 hours a day/ 7 days per week.
- Establish and administer a preventative maintenance program including routine property inspections.
- Ensure that grounds and all exterior amenities are properly maintained and in aesthetically pleasing condition.
- Handle all requests from Client's lessees in the most expeditious manner in responding to request, complaints, special maintenance projects and remodeling.
- Coordinate all requests, special maintenance and remodeling projects for Common Areas.
- Maintain accurate records reflecting time, costs, location and description of work.
- Utilize state of the art safety and security considerations.
- Maintain a high level of quality control for each maintenance service request.
- Certified HVAC technicians on staff to respond to all heating and cooling system repairs and preventative maintenance programs.
- Supply and utilize hand and diagnostic tools, specialty tools, equipment and machinery.

ODC Rates

Building Management (Building Management, Contract Management, and Accounting Services)
$13,000.00 /Month

Maintenance Staffing (Provide 2 full time building operators / maintenance staff)
$11,000.00 /Month

Construction Management (Construction Management services for improving occupant space)
5% of project cost up to $10,000.00 and 3% for projects exceeding $10,000.00.

Available Services Outside of Scope of Contract

General Services (Hanging pictures/whiteboards, furniture arrangement, plumbing, carpet cleaning, etc.)
$55.00/hr. (Mon-Fri: 7am-6pm)
$82.50/hr. for after-hours general services

Electrical Services (Data & network wiring; specialized lighting)
$70.00/hr. (Mon-Fri: 7am-6pm
$105.00/hr. for after-hours electrical services

Asset Management:

Oppenheimer Development Corporation is unique from many other property management firms in that ODC owns commercial real estate, enabling an owner's perspective in a property and asset management services, ensuring the best quality care and direction for each property managed. Our ownership background allows ODC to provide building owners and investors with a strong and highly experienced asset management team offering a full range of services, skills and first-hand expertise to provide project stability while ensuring the maximum return on an owner's investment.

The primary asset management team for Idaho Water Center will consist of Mike Hale and Jeremy Malone, RPA. Mike Hale will be a key advisor to ensure all acquisition, disposition and refinancing components are fulfilled based upon the current and future strategic and tactical needs of IWC and its various groups.

Jeremy Malone has vast experience in asset management as well as property management from both a strategic standpoint and a day-to-day operational standpoint. He works very closely with stakeholders, at all levels, and is skilled in the area of being able to relate and effectively communicate the needs, requirements and recommendations from all stakeholders and produce strategic planning and asset management tools to help every project succeed.

Oppenheimer Development Corporation currently provides asset management for over $200 million of assets including all current and long-range planning associated with each project. Strategic planning is a critical component of the value ODC brings to each and every project. Other asset management services ODC delivers are lease analysis, lease-vs.-own comparisons, leasing, space needs assessments, market comparison research, equipment functionality, sustainability performance and capital reserve analysis.

Section 5 – Past Performance

Oppenheimer Development Corporation is pleased to have great working relationships with building owners and tenants within our property management portfolio. The following professional references can go into detail as to the value Oppenheimer Development Corporation has brought to each property.

Ownership References:

University of Idaho (Idaho Water Center)
Ms. Stephanie Fox
322 E. Front Street, Suite 390
Boise, Idaho 83702
sfox@uidaho.edu
208.364.6137

Talcott Holdings (Mercantile, Northrup, Sonna, Generations Plaza)
Mr. Ephraim Greenwall
25 Crocker Avenue
Piedmont, California 94611
egreenwall@talcottholdings.com
415.218.4850

Wright Runstad & Company (One Capital Center)
Mr. Walt Ingram
1201 Third Ave., Suite 2700
Seattle, Washington 98101
wingram@wrightrunstad.com
206.805.5900

J.R. Simplot Company (One Capital Center)
Mr. Vic Conrad
999 Main Street, Suite 1000
Boise, Idaho 83702
vic.conrad@simplot.com
208.336.2110

JSC Investments (Front & Capitol Building)
Mr. Charles Schmoeger
614 Front Street
Boise, Idaho 83702
cschmoeger@americancleaning.com
208.344.8464

Mr. Duane Stueckle (Overland Park Shopping Center)
200 Parkway Drive
Boise, Idaho 83706
dstueckle@q.com
208.344.9640

Copper Lake LLC (Overland Park Shopping Center)
Mr. Matt Drown
2150 W. Pacific Ridge
Eagle, Idaho 83616
mdrown42@msn.com
208.869.9760

UNIVERSITY OF IDAHO
AGREEMENT NUMBER UI-888

The University of Idaho ("University") hereby awards to Oppenheimer Development Corporation Agreement number UI-888 to furnish Building Management Services at the University of Idaho – Idaho Water Center, Boise, Idaho, as specified in University of Idaho Request for Proposal 24-12M, in accordance with the terms and conditions of the Request for Proposal.

This Agreement is supplemented by a) University of Idaho Request for Proposal 24-12M; b) Oppenheimer Development Corporation's proposal dated March 25, 2024; and c) University of Idaho General Terms and Conditions, which have been agreed to by the parties and by this reference are made a part hereof as though fully set forth herein. To the extent such terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) University of Idaho Agreement Number UI-888; 2) University of Idaho Request for Proposals 24-12M; 3) Oppenheimer Development Corporation's proposal dated March 25, 2024; and 4) University of Idaho General Terms and Conditions.

1.1 NOTICES

Any notice under this Agreement shall be in writing and be delivered either in-person, delivery service, 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:	University of Idaho Contracts & Purchasing Services 875 Perimeter Drive MS 2006 Moscow, Idaho 83844-2006 Attn.: Julia R. McIlroy, Director Phone: (208) 885-6123 Fax: (208) 885-6060 Email: juliam@uidaho.edu
the Contractor:	Oppenheimer Development Corporation 877 West Main Street Suite 700 Boise, Idaho 83702 Attn: Jeremy Malone, Vice President Phone: (208) 343-4883 Email: jeremy-malone@oppcos.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.

1.2 SEVERABILITY

The terms and conditions of this Agreement are declared severable if any term or condition of this Agreement or the application thereof to any person(s) or circumstance(s) is held invalid. Such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

1.3 BID PRICE

The bid price shall include everything necessary for the performance of this Agreement, including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as specifically otherwise provided in this Agreement. Prices quoted in the RFP shall include all freight and/or delivery charges. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly. The bid price is included as Exhibit A to this agreement.

1.4 TERM OF AGREEMENT

The initial term of this Agreement shall be two (2) years, commencing upon the date of execution of this agreement by the University. If mutually agreeable, this agreement may be renewed in increments of two (2) years, not to exceed a total of eight (8) additional years from the original start date. All extensions or renewals must be communicated in writing and executed by both parties.

1.5 CONTINUATION DURING DISPUTES

The Contractor agrees that, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

1.6 INVOICES

All invoices must contain the name of the University department, purchase order number, itemization of materials and services, and correct Agreement pricing. A packing slip referencing current pricing must accompany each order.

Invoices for payment must be submitted by the Contractor to:

University of Idaho
Accounts Payable
875 Perimeter Drive MS 4244
Moscow, ID 83844-4244

1.7 ENTIRE AGREEMENT

This Agreement, including all exhibits and attachments which are hereby included and incorporated, constitutes the entire Agreement between the parties. No change thereto shall be valid unless communicated in writing in the stipulated manner and signed by both the University and the Contractor.

The effective date of this contract is April 10, 2024.

For the Regents of the UNIVERSITY OF IDAHO		OPPENHEIMER DEVELOPMENT CORPORATION	
SIGN	Julia R. McIlroy	SIGN	
PRINT	Julia R. McIlroy	PRINT	Jeremy Malone
TITLE	Director, Contracts & Purchasing	TITLE	Vice President
DATE	April 22, 2024	DATE	April 15, 2024

Idaho State Board of Education

650 W. State Street • Room 307 • Boise, ID • 83702
P.O. Box 83720 • Boise, ID • 83720-0037

September 25, 2025

Brian Foisy
Vice President for Finance and Administration
University of Idaho
870 Perimeter Dr MS 3168
Moscow, ID 83844-3168

RE: Agreement with Oppenheimer Development Corporation for Property Management of the Idaho Water Center, Boise

Dear Brian,

This letter is in response to your request for approval to increase the authorization limit of the FY26 agreement with Oppenheimer Development Corporation for comprehensive property management of the Idaho Water Center, Boise, Idaho - to an amount not to exceed $1,174,839.00.

The State Board of Education requires executive director review and approval for the institution's lease of real property (as lessee or lessor) in excess of $1,000,000 and less than $2,000,000. Staff has reviewed the above request and finds it to be consistent with Board Policy Section V.I.2.a.,this correspondence will confirm authorization to proceed with this project as requested. This authorization is predicated on the understanding that general counsel for the University of Idaho has reviewed and approved terms and conditions of the project agreement(s) or contract(s).

Sincerely,

Jennifer White
Executive Director

ATTACHMENT 4

IDAHO WATER CENTER
FY2027 OPERATING BUDGET

G/L Act		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
	EXPENSES										
	UTILITIES										
6110	ELECTRICITY	19,500	20,500	20,500	19,000	17,000	14,500	14,500	14,500	14,500	15,500
6120	NATURAL GAS	16	16	16	16	16	16	16	16	16	16
6123	GEOTHERMAL	500	500	500	500	2,300	4,800	6,000	6,000	3,500	2,500
6130	WATER	3,500	-	3,500	-	2,000	-	750	-	750	-
6145	SEWER	650	650	650	650	650	650	650	650	650	650
6155	TRASH	975	975	975	975	975	975	975	975	975	975
6170	TELEPHONE	600	600	600	600	600	600	600	600	600	600
	TOTAL UTILITIES	25,741	23,241	26,741	21,741	23,541	21,541	23,491	22,741	20,991	20,241
	JANITORIAL										
6210	JANITORIAL CONTRACT	19,055	19,055	19,055	19,055	19,055	19,055	19,055	19,055	19,055	19,055
6220	WINDOW WASHING	-	1,900	-	11,000	-	-	2,000	-	-	-
6230	OTHER JANITORIAL CLE	1,500	4,000	-	1,500	-	-	1,500	-	-	1,500
6240	DAY MATRON	3,962	3,962	3,962	3,962	3,962	3,962	3,962	3,962	3,962	3,962
	TOTAL JANITORIAL	24,517	28,917	23,017	35,517	23,017	23,017	26,517	23,017	23,017	24,517
	MAINTENANCE CONTRACT WAGES										
6310	MAINTENANCE CONTRA	11,600	11,600	11,600	11,600	11,600	11,600	11,600	11,600	11,600	11,600

	TOTAL MTNCE. CONTR	11,600	11,600	11,600	11,600	11,600	11,600	11,600	11,600	11,600	11,600
	SUPPLIES										
6410	JANITORIAL	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800	2,800
6420	ELECTRICAL	500	500	500	500	500	500	500	500	500	500
6430	PLUMBING	150	150	150	150	150	150	150	150	150	150
6440	HVAC	1,500	500	500	500	2,000	500	1,500	500	500	500
6450	MISCELLANEOUS	250	250	250	250	250	250	250	250	250	250
	TOTAL SUPPLIES	5,200	4,200	4,200	4,200	5,700	4,200	5,200	4,200	4,200	4,200
	REPAIRS/MAINTENANCE										
6510	HVAC MAINTENANCE C	17,310	400	400	400	400	400	400	4,200	400	400
6520	HVAC	43,664	-	-	2,500	-	-	2,500	-	-	2,500
6530	ELEVATOR MAINTENAN	2,763	2,763	3,663	2,763	2,763	2,763	2,763	2,763	2,763	2,763
6550	COMMON AREAS			6,500		-	3,500	-	-	3,500	-
6560	ROOF REPAIRS	-	-	-	-	1,200	-	-	-	-	-
6570	EXTERIOR REPAIRS	1,000	-	7,700	1,000	.	-	1,000	-	2,700	1,000
6575	GEN/FIRE PUMP	-	-	1,800	-	-	-	-	700	-	-
6585	MISCELLANEOUS	-		-			-	-	-	-	-
	TOTAL REPAIRS/MAIN	64,737	3,163	20,063	6,663	4,363	6,663	6,663	7,663	9,363	6,663
	BUILDING SECURITY										
6610	SECURITY	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
6620	LIFE SAFETY	400	400	11,400	900	400	900	400	400	900	400
6625	FIRE MONITORING	26	26	26	26	26	26	26	26	26	26
6630	MISCELLANEOUS	250	-	-	-	-	-	250	-	-	-
	TOTAL BLDG. SECURIT	1,876	1,626	12,626	2,126	1,626	2,126	1,876	1,626	2,126	1,626

	LANDSCAPE SERVICES (INCLUDED IN ASSOCIATION FEES?)										
6710	LANDSCAPE MAINTENA	-	-	-	-	-	-	-	-	-	-
6720	SPRINKLER SYSTEM MA	-	-	-	-	-	-	-	-	-	-
6730	COMMON AREA PLANTI	-	-	-	-	-	-	-	-	-	-
6740	PARKING LOT MAINTEN	-	-	-	-	-	-	-	-	-	-
6750	SNOW REMOVAL	-	-	-	-	-	-	-	-	-	-
	TOTAL LANDSCAPE SE	-	-	-	-	-	-	-	-	-	-
	INSURANCE										
6810	PROPERTY INSURANCE	6,333	6,333	6,333	6,333	6,333	6,333	6,333	6,333	6,333	6,333
	TOTAL INSURANCE	6,333	6,333	6,333	6,333	6,333	6,333	6,333	6,333	6,333	6,333
	TOTAL DIRECT EXPEN	140,004	79,080	104,580	88,180	76,180	75,480	81,680	77,180	77,630	75,180
	MANAGEMENT FEES										
7100	MANAGEMENT FEES	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750
	TOTAL MANAGEMENT	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750	13,750
	ADMINISTRATIVE COSTS										
7400	PROFESSIONAL DUES/SU	-	-	-	-	-	-	-	-	-	-
7487	PARKING EXPENSE	900	900	900	900	900	900	900	900	900	900
7420	OFFICE SUPPLIES	25	25	25	25	25	250	25	25	25	25
7430	CONDO ASSOCIATION	2,494	2,174	1,976	4,917	2,555	4,019	4,625	4,013	8,683	2,585
7445	BANK FEES	125	125	125	125	125	125	125	125	125	125
7490	MISC. EXPENSE	-	-	-	-	-	-	-	-	-	-

ATTACHMENT 4

TOTAL ADMIN. COSTS	3,544	3,224	3,026	5,967	3,605	5,294	5,675	5,063	9,733	3,635
TOTAL EXPENSES	157,298	96,054	121,356	107,897	93,535	94,524	101,105	95,993	101,113	92,565

NOTE: These projections are prepared solely for internal use by Oppenheimer Development Corporation and are based on assumptions and estimates which may change c

MAY	JUN	BUDGET 2027		PER SF 2025
15,000	17,000	202,000		$0.98
16	16	192		$0.00
900	500	28,500		$0.14
2,000	-	12,500		$0.06
650	650	7,800		$0.04
975	975	11,700		$0.06
600	600	7,200		$0.03
20,141	19,741	269,892	-	$1.31
19,055	19,055	228,660		
11,000	-	25,900		
-	-	10,000		
3,962	3,962	47,544		
34,017	23,017	312,104	-	$1.51
11,600	11,600	139,200		

11,600	11,600	139,200		$0.62
2,800	2,800	33,600		
500	500	6,000		
150	150	1,800		
2,000	500	11,000		
250	250	3,000		
5,700	4,200	55,400	-	$0.25
400	400	25,510		
-	-	51,164		
2,763	2,763	34,056		
-	3,500	17,000		
300	-	1,500		
-	-	14,400		
-	-	2,500		
-	-	-		
3,463	6,663	146,130	-	$0.71
1,200	1,200	14,400		
400	900	17,800		
26	26	312		
-	-	500		
1,626	2,126	33,012	-	$0.16

-	-	-	-	
-	-	-	-	
-	-	-	-	
-	-	-	-	
-	-	-	-	
-	-	-	-	$0.00
6,333	6,333	76,000		
6,333	6,333	76,000	-	$0.37
82,880	73,680	1,031,738		$4.92
13,750	13,750	165,000		
13,750	13,750	165,000	-	$0.80
-	-	-	#REF!	
900	900	10,800		
25	25	525		
2,177	2,275	42,493		
125	125	1,500		
-	-	-	#REF!	

3,227	3,325	55,318	#REF!	$0.27
99,857	90,755	1,252,056	#REF!	

$5.99

or may be wholly inaccurate. Any other use of this schedule is absolutely unauthorized.

IDAHO WATER CENTER
2028 Operating Budget
Footnotes

EXPENSES

Utilities

Electricity – Budgeted based upon electric consumption during 2025-2026 fiscal years.

Natural Gas – Budgeted based upon natural gas consumption during 2025-2026 fiscal years.

Geothermal – Budgeted based upon geothermal consumption during 2025-2026 fiscal years.

Water – Budgeted based upon water consumption during 2025-2026 fiscal year.

Sewer - Budgeted based upon sewer consumption during 2025-2026 fiscal year based on current consumption average.

Trash – Budgeted based upon trash service during 2025 fiscal year and on current consumption.

Telephone - Based upon monthly office telephone service and DSL modem line. Included in this amount are two maintenance personnel cell phones and monthly e-mail and Internet access.

Janitorial

Maintenance Contract - Based upon negotiated price from American Cleaning Service to perform building janitorial and recycling services.

Window Washing - Based upon actual from High Ryze Window Cleaning to clean interior and exterior windows in October and May and for ground floors and shade glass in August and January.

Other Janitorial Cleaning - Budgeted $1,500 per quarter for shampooing carpets in common areas, $4,500 in August for common hall carpet cleanings and any cleaning above and beyond the contract amount.

Day Matron - Based upon negotiated proposed price from American Cleaning Service to perform day matron services.

Maintenance Contract Wages

Mtnce. Contract Wages – Contract labor rate with Oppenheimer Development Corporation. $11,950 per month to provide necessary building maintenance and reception staffing.

Supplies

Janitorial – Budgeted $2950 per month based upon historical figures for janitorial supplies including hand towels, toilet tissue, toilet seat covers, can liners, restroom deodorizers, etc.

Electrical - Budgeted $550 per month for purchase of routine electrical supplies (i.e. lamps, ballasts, etc.).

Plumbing - Budgeted $200 per month for purchase of routine plumbing supplies (i.e. flush-o-meters, seals, shut-off valves, etc.).

HVAC - Budgeted $550per month for purchase of routine HVAC supplies (i.e. air motor diaphragms, thermostats, sensors, air pressure regulators, etc.). Budgeted $1,200 in July and January and $1,500 in November and May for air filter replacements.

Misc. - Budgeted $300 per month for the purchase of necessary small tools, anchors, hardware, etc.

Repairs/Maintenance

HVAC Maintenance Contract –Budgeted $500 per month for water treatment chemicals, $16,910 in July for Simens Control contract and $3,920 in February for the annual chiller contract with Carrier Corporation.

HVAC –$2,500 per quarter for miscellaneous HVAC repairs and Siemens control system repairs and maintenance and $15,000 AHU VFD drive replacements.

Elevator Maintenance Contract - Budgeted $2,763 per month for elevator contract maintenance with ThyssenKrupp and $900 in September for the State of Idaho annual elevator certification/inspection fee.

Common Areas –Budgeted $3,500 per quarter for necessary wall paint touch-up in hallways, restroom and stairwells, elevator frame repainting, common area ceiling tile replacement, carpet repairs/replacement and miscellaneous restroom repairs (roto rooter, sump pump, etc.). Includes $3,000 in September for common area paint touch up.

Roof Repairs – Budgeted $1,200 for in November for the annual roof inspection and $300 in May for any necessary roof repairs.

Exterior Repairs – Budgeted $5,000 in September for exterior building sealing $2,700 in September pressure washing and $2,700 in March for garage pressure washing. Budgeted $1,000 per quarter for any necessary exterior façade repairs.

Generator/Fire Pump - Budgeted $1,800 in September for annual generator inspection and $700 in February for generator fuel.

Miscellaneous – N/A.

Building Security/Life Safety

Security – Budgeted for contracted guard services based on contract from University of Idaho Security of $1,200 per month USFS billing.

Life Safety – Budgeted $11,925 in September for annual fire system/sprinkler/extinguisher and code inspection as well as $500 in Quarterly for other miscellaneous life safety repairs.
Also budgeted $400 per month for maintenance of elevator life safety phones.

Fire Monitoring – Budgeted $26 per month for the monitoring the fire alarm system.

Miscellaneous -- Budgeted $250 in July and January for misc. security expenses.

Landscape Services

Landscape Maintenance – Part of Condo Association invoice.

Sprinkler System Maintenance – Part of Condo Association invoice.

Common Area Plantings - Part of Condo Association invoice.

Parking Lot Maintenance – Part of Condo Association invoice.

Snow Removal - Part of Condo Association invoice.

Insurance

Property Insurance – Budgeted $8,417 per month based upon University of Idaho's actual quote for FY 2023.

Management Fees

Management Fees - Per Management Agreement, represents Oppenheimer Development's management fee of $13,750 per month.

Administrative Costs

Professional Dues/Subscriptions –

Parking Expense – Budgeted $900 per month for parking associated with on-site management, maintenance, reception and day porter staff.

Office Supplies - Budgeted $25 per month for anticipated office supplies, checks, copier and fax machine supplies and repairs.

Condo Association – Budgeted based on percentage of shared expense per month for the Condo Association.

Bank Fees – Budgeted $125 per month for bank charged fees of account maintenance, Positive Pay service and ACH Fraud Filters.

IDAHO WATER CENTER
2027 Operating Budget
Footnotes

EXPENSES

Utilities

Electricity – Budgeted based upon electric consumption during 2025-2026 fiscal years.

Natural Gas – Budgeted based upon natural gas consumption during 2025-2026 fiscal years.

Geothermal – Budgeted based upon geothermal consumption during 2025-2026 fiscal years.

Water – Budgeted based upon water consumption during 2025-2026 fiscal year.

Sewer - Budgeted based upon sewer consumption during 2025-2026 fiscal year based on current consumption average.

Trash – Budgeted based upon trash service during 2025 fiscal year and on current consumption.

Telephone - Based upon monthly office telephone service and DSL modem line. Included in this amount are two maintenance personnel cell phones and monthly e-mail and Internet access.

Janitorial

Maintenance Contract - Based upon negotiated price from American Cleaning Service to perform building janitorial and recycling services.

Window Washing - Based upon actual from High Ryze Window Cleaning to clean interior and exterior windows in October and May and for ground floors and shade glass in August and January.

Other Janitorial Cleaning - Budgeted $1,500 per quarter for shampooing carpets in common areas, $4,000 in August for common hall carpet cleanings and any cleaning above and beyond the contract amount.

Day Matron - Based upon negotiated proposed price from American Cleaning Service to perform day matron services.

Maintenance Contract Wages

Mtnce. Contract Wages – Contract labor rate with Oppenheimer Development Corporation. $11,600 per month to provide necessary building maintenance and reception staffing.

Supplies

Janitorial – Budgeted $800 per month based upon historical figures for janitorial supplies including hand towels, toilet tissue, toilet seat covers, can liners, restroom deodorizers, etc.

Electrical - Budgeted $500 per month for purchase of routine electrical supplies (i.e. lamps, ballasts, etc.).

Plumbing - Budgeted $150 per month for purchase of routine plumbing supplies (i.e. flush-o-meters, seals, shut-off valves, etc.).

HVAC - Budgeted $500 per month for purchase of routine HVAC supplies (i.e. air motor diaphragms, thermostats, sensors, air pressure regulators, etc.). Budgeted $1,000 in July and January and $1,500 in November and May for air filter replacements.

Misc. - Budgeted $300 per month for the purchase of necessary small tools, anchors, hardware, etc.

Repairs/Maintenance

HVAC Maintenance Contract –Budgeted $400 per month for water treatment chemicals, $16,910 in July for Simens Control contract and $3,800 in February for the annual chiller contract with Carrier Corporation.

HVAC –$2,500 per quarter for miscellaneous HVAC repairs and Siemens control system repairs and maintenance and $41,146 for Siemens AHU 3 controls replacement.

Elevator Maintenance Contract - Budgeted $2,763 per month for elevator contract maintenance with ThyssenKrupp and $900 in September for the State of Idaho annual elevator certification/inspection fee.

Common Areas –Budgeted $3,500 per quarter for necessary wall paint touch-up in hallways, restroom and stairwells, elevator frame repainting, common area ceiling tile replacement, carpet repairs/replacement and miscellaneous restroom repairs (roto rooter, sump pump, etc.). Includes $3,000 in September for common area paint touch up.

Roof Repairs – Budgeted $1,200 for in November for the annual roof inspection and $300 in May for any necessary roof repairs.

Exterior Repairs – Budgeted $5,000 in September for exterior building sealing $2,700 in September pressure washing and $2,700 in March for garage pressure washing. Budgeted $1,000 per quarter for any necessary exterior façade repairs.

Generator/Fire Pump - Budgeted $1,800 in September for annual generator inspection and $700 in February for generator fuel.

Miscellaneous – N/A.

Building Security/Life Safety

Security – Budgeted for contracted guard services based on contract from University of Idaho Security of $1,200 per month USFS billing.

Life Safety – Budgeted $11,000 in September for annual fire system/sprinkler/extinguisher and code inspection as well as $500 in Quarterly for other miscellaneous life safety repairs.
Also budgeted $400 per month for maintenance of elevator life safety phones.

Fire Monitoring – Budgeted $26 per month for the monitoring the fire alarm system.

Miscellaneous -- Budgeted $250 in July and January for misc. security expenses.

Landscape Services

Landscape Maintenance – Part of Condo Association invoice.

Sprinkler System Maintenance – Part of Condo Association invoice.

Common Area Plantings - Part of Condo Association invoice.

Parking Lot Maintenance – Part of Condo Association invoice.

Snow Removal - Part of Condo Association invoice.

Insurance

Property Insurance – Budgeted $6,333 per month based upon University of Idaho's actual quote for FY 2023.

Management Fees

Management Fees - Per Management Agreement, represents Oppenheimer Development's management fee of $13,750 per month.

Administrative Costs

Professional Dues/Subscriptions –

Parking Expense – Budgeted $900 per month for parking associated with on-site management, maintenance, reception and day porter staff.

Office Supplies - Budgeted $25 per month for anticipated office supplies, checks, copier and fax machine supplies and repairs.

Condo Association – Budgeted based on percentage of shared expense per month for the Condo Association.

Bank Fees – Budgeted $125 per month for bank charged fees of account maintenance, Positive Pay service and ACH Fraud Filters.

SUBJECT

Emergency Provisional Certificate Recommendations

REFERENCE

April 2019	Board approved SDE recommendations for processing emergency provisional certificates.
August 2019	Board approved SDE revised procedures regarding emergency provisional certificates
October 2025	Board approved 17 provisional certificates for the 2025-2026 school year
December 2025	Board approved 34 provisional certificates for the 2025-2026 school year
February 2026	Special Board meeting - Board approved 13 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 state board of education, valid for the service being rendered. Section 33-1203, Idaho Code allows the State Board of Education to authorize a provisional certificate for teachers when the candidate has at least two (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 Board 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 Board has approved 64 provisional certificates for the 2025-2026 school year.

DISCUSSION

The Idaho Department of Education received five (5) complete Emergency Provisional Certificate applications for Instructional certificate(s)/endorsement(s) by

February 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. **Kuna School District #003**
   Applicant Name: Preston Chandler
   Certificate: Provisional
   Endorsement(s): All Subjects K-8
   College Training: BA
   Declared Emergency Date: 1/13/2026
   Hire/Assignment Date: 1/14/2026
   Summary of Recruitment Efforts: The PE teacher asked to be released from their contract at the end of December due to family issues. The position was posted and the school received five applicants. One was not interviewed due to being an internal candidate and if hired, would create an opening for their position. Three additional applicants were interviewed. Personnel issues led the school to not interview one; the second turned down the position. The current candidate was hired but does not have a teaching degree. The candidate was a college athlete, and the school feels he would be a good fit to fill the PE position.

2. **Basin School District #072**
   Applicant Name: Kayleigh McGrath
   Certificate: Provisional
   Endorsement(s): Music (K-12)
   College Training: BA
   Declared Emergency Date: 1/13/2026
   Hire/Assignment Date: 1/13/2026
   Summary of Recruitment Efforts: The position was posted on December 3, 2025. School did not receive any viable applications. The district reached out to Boise and West Ada SD as well as BSU and ISU. The current candidate has experience teaching music in small groups and has expressed interest in pursuing a teaching credential but does not currently hold an Idaho credential.

3. **Lake Pend Oreille School District #084**
   Applicant Name: Corey Stevens
   Certificate: Provisional
   Endorsement(s): Mathematics 5-9
   College Training: 55 credits
   Declared Emergency Date: 12/16/2025

Hire/Assignment Date: 9/8/2025
Summary of Recruitment Efforts: This position was needed due to the enrollment increase at the high school. The school received three applicants and felt Mr. Stevens was the best candidate. He is currently enrolled in a program but does not meet the requirements for an Alternative Authorization during the 25-26 SY.

4. **Parma School District #137**
Applicant Name: Phoebe McGrath
Certificate: Provisional
Endorsement(s): Mathematics (6-12)
College Training: BS
Declared Emergency Date: 2/9/2026
Hire/Assignment Date: 2/17/2026
Summary of Recruitment Efforts: The position was posted on the district website and Indeed. Administration reached out to contacts at other districts, local colleges and other certified staff.

5. **STEM Charter Academy #480**
Applicant Name: Isaac Elonen
Certificate: Provisional
Endorsement(s): Mathematics (6-12)
College Training: 191 credits (No BA)
Declared Emergency Date: 1/14/2026
Hire/Assignment Date: 1/29/2026
Summary of Recruitment Efforts: The position was advertised as well as multiple phone calls to find a properly certified educator. At this time, the current candidate is enrolled in a certification program but is not eligible for an Alternative Authorization.

IMPACT

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

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

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff verified that each candidate has completed at least two (2) years of college training and that the school district declared a hiring emergency. All candidates have been hired by a local education agency as teachers for the 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.

BOARD ACTION

I move to authorize the Idaho Department of Education to issue emergency provisional standard instructional certificates for candidate 1-5 as presented above, effective for the 2025-2026 school year only, and pending a cleared background check.

Moved by _____ Seconded by _____ Carried Yes _____ No ____

SUBJECT

Student Transportation Funding Cap Waiver Request

REFERENCE

June 2022	Board approved the request for six (6) districts to receive a funding cap waiver
June 2024	Board approved the request for eight (8) school districts to receive a funding cap waiver
June 2025	Board approved the request for six (6) school districts to receive a funding cap waiver

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1006

BACKGROUND/DISCUSSION

Section 33-1006, Idaho Code designates certain bus runs as "hardship" runs and allows the district to receive a higher cap based on the percentage of the district's bus runs that exceed the statewide average cost per mile and cost per rider by 103 percent .

As of March 4, 2026, 32 school districts and/or charter schools were negatively affected by the pupil transportation funding cap.

The Idaho Department of Education received requests from various school districts and charter schools for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code. Student Transportation staff reviewed these requests to ensure they meet the eligibility criteria. Of the 32 districts and charter schools negatively affected by the pupil transportation funding cap, only one district has routes meeting the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. This district has applied for a waiver from the student transportation funding cap.

#073 Horseshoe Bend School District submitted school bus routes that met the required criteria. This represents 50 percent of the bus runs operated by the district. When added to the 103 percent funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 153 percent.

IMPACT

Approval of the cap waivers allows districts to be reimbursed for routes that meet the hardship criteria. Board inaction or denial of the funding cap waivers would result in a loss of funding for the school districts in question.

ATTACHMENTS

Attachment 1 – Negatively Affected Schools and Charters
Attachment 2 – Funding Cap Waiver Spreadsheet

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

BOARD ACTION

I move to approve the request by #073 Horseshoe Bend School District for a waiver of the 103 percent transportation funding cap at a new cap percentage rate of 153 percent the FY 2026, for a total of $7,515 in additional funds from the public-school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

002	JOINT SCHOOL DISTRICT NO. 2	$1,021,972
073	HORSESHOE BEND SCHOOL DISTRICT	$7,515
131	NAMPA SCHOOL DISTRICT	$1,148,674
132	CALDWELL DISTRICT	$128,808
134	MIDDLETON DISTRICT	$300,233
135	NOTUS DISTRICT	$18,831
181	CHALLIS JOINT DISTRICT	$10,387
262	VALLEY DISTRICT	$21,420
305	HIGHLAND JOINT DISTRICT	$25,080
340	LEWISTON INDEPENDENT DISTRICT	$12,667
411	TWIN FALLS DISTRICT	$439,998
412	BUHL JOINT DISTRICT	$126,321
421	MCCALL-DONNELLY JOINT SCHOOL DISTRICT	$22,724
451	VICTORY CHARTER SCHOOL, INC.	$1,510
461	TAYLOR'S CROSSING PUBLIC CHARTER SCHOOL, INC.	$2,796
462	XAVIER CHARTER SCHOOL, INC.	$2,592
468	IDAHO SCIENCE AND TECHNOLOGY CHARTER SCHOOL, INC.	$73,912
478	LEGACY PUBLIC CHARTER SCHOOL, INC.	$9,552
496	GEM PREP: POCATELLO, LLC	$13,476
498	GEM PREP: MERIDIAN, LLC	$17,419
499	FUTURE PUBLIC SCHOOL, INC.	$22,679
549	GEM PREP: MERIDIAN NORTH, LLC	$3,120
560	ALTURAS PREPARATORY ACADEMY, INC	$9,617
571	GEM PREP: MERIDIAN SOUTH LLC	$4,174
594	GEM PREP: TWIN FALLS, LLC	$3,316
796	GEM PREP: NAMPA, LLC	$22,610

Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider				
Fiscal Year 2024-2025 Data - Approved Costs Reimbursed in Fiscal Year 2025-2026				
Set percentage cap to apply to statewide average	103%	Riders per Mile	1.5	
Revised: 01/21/2026. FIRST DRAFT				
	Cost Per Mile	Cost Per Rider		
Statewide Averages before cap	$6.79	$1,734		
Statewide Averages after cap	$6.99	$1,786		
Total Savings From Cap	$3,471,403	Capped Reimb.	Actual Reimb.	
Savings Following Appeals & State Board Action	$3,471,403	$116,470,375	$119,941,778	

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact	Total 100% Reimbursable Costs	Funding Cap Penalty Waived	% Hardship Bus Run Waived	Final Payment Amount with $7.5 Million Proportional Move to Discretionary Funding (IC 33-1006 (8))
073	HORSESHOE BEND SCHOOL DISTRICT	$7,515	16.2%	$68,314			$59,440

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 shall be representative of the teaching profession in the state of Idaho, and no fewer than seven (7) members shall be certificated classroom teachers in the public school system and shall include at least one (1) teacher of exceptional children and at least one (1) in pupil personnel services. 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 one (1) position each. The community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions.

Two (2) PSC members announced career changes, resulting in the opening of two (2) positions on the Commission – one (1) position representing teachers of exceptional children and one (1) position representing elementary school principals.

Nominations for open positions were solicited from the Idaho Education Association, Northwest Professional Educators, the Idaho Association of Secondary School Principals, and interested educators from October 13 to November 30, 2025.

On January 20, 2026, the PSC staff reviewed the nominations received for each position, considering factors such as regional representation, school size, and nominee experience. Jennifer Hammond of Lakeland School District and Brandee Sabala of Gooding School District are recommended for appointment to the Professional Standards Commission for a three-year term beginning July 1, 2026, and ending June 30, 2029.

IMPACT

In compliance with Section 33-1252, Idaho Code, the Board may appoint or reappoint of members to the Professional Standards Commission.

ATTACHMENTS

Attachment 1 – PSC 2025-26 Member Roster
Attachment 2 – Jennifer Hammond Resume
Attachment 3 – Brandee Sabala Resume

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

BOARD ACTION

I move to appoint Jennifer Hammond of Lakeland School District to the Professional Standards Commission, replacing Angie Gilbert of Twin Falls School District, for a three-year term beginning July 1, 2026, and ending June 30, 2029, representing teachers of exceptional children.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Brandee Sabala of Gooding School District to the Professional Standards Commission, replacing Alejandro Zamora of Wilder School District, for a three-year term beginning July 1, 2026, and ending June 30, 2029, representing elementary school principals.

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

Jennifer Hammond [redacted]

PROFESSIONAL PROFILE

An empathetic, equitable, and compassionate educator who believes that all students are capable of learning. Committed to cultivating a safe, positive culture that supports education and emotional well-being. Able to differentiate instruction to accommodate a broad range of diverse learning needs. Dedicated to building positive relationships with all stakeholders.

EDUCATION

M.Ed. (Educational Leadership) I University of Idaho Moscow, ID
Bachelor of Arts, Special Education (K-12), Western Governors University, Salt Lake City, UT
Associate of Arts: Early Childhood Education, Santa Rosa Junior College, Santa Rosa, CA
North American Montessori Center: Early Childhood Certification, Petaluma, CA

TEACHING EXPERIENCE

Timberlake High School, Spirit Lake, ID: September 2023-present
Special Education: Case Manager & Strategic ELA & Math 9th & 10th grades

Timberlake Middle School, Spirit Lake, ID: September 2021- June 2023
Special Education: Case Manager & Strategic ELA 6th-8th grades (2022-2023)
Special Education: Case Manager & Strategic ELA 7th grade & Strategic ELA & Strategic Math 8th grade (2021-2022)

CERTIFICATIONS

Idaho Department of Education- SPED Exceptional Child Generalist K-12 and Elementary K-8
Dyslexia Certification 1, 2 &3
CDC Mental Health & Suicide Prevention Certificate, Concussion Certificate, and Sudden Cardiac Arrest Certificate
CPR & First Aid Certified & Stop the Bleed Certified
CPI Certified
QPR Trained

OTHER EXPERIENCE

Lakeland School District (2004-present)
Timberlake High School Cross Country Asst. Coach (2022-present)
Timberlake Middle School Track Coach: (2022)
Special Education Program Support Coordinator: Timberlake High School (2018-2020)
Administrative Assistant: Timberlake High School (2015-2018)
Detention/Suspension Aide and Attendance Clerk: Timberlake High School (2013-2015)
Attendance Clerk/K-ERP instructor/IRI Proctor: Garwood Elementary (2004-2013)
Teacher/Co-Director: W.H. Pepper Montessori Preschool (1993-2002)

BS

BRANDEE SABALA

EDUCATIONAL LEADER

OBJECTIVE

Experienced PK–12 educational leader seeking to contribute expertise in instructional leadership, educator standards, compliance, and systems-level school improvement to the State Education Professional Standards Commission. Dedicated to elevating educator effectiveness and ensuring high-quality learning experiences for all students.

EXPERIENCE

Principal • Gooding Elementary School • 2015–Present
Lead a K–5 elementary school serving approximately 500 students and 60 staff. Oversee all instructional, operational, and compliance responsibilities while cultivating a positive and growth-oriented school culture.
• Implemented district-aligned instructional systems resulting in consistent student growth.
• Developed and executed standards-based report cards to ensure alignment with Idaho State Standards.
• Established a comprehensive PBIS system, reducing office discipline referrals by more than 50%.
• Built and lead an effective RTI/MTSS structure for academic and behavioral support.
• Co-wrote and received a 21st Century Community Learning Centers Grant to expand student support.
• Coordinated and delivered ongoing professional development for teachers and paraprofessionals.
• Implemented all-day kindergarten for all students and aligned curriculum to state expectations.

Dean of Students (K–8) / District Federal Programs Director • Gooding School District • 2013–2015
Supported K–8 students and staff while ensuring compliance with local, state, and federal requirements for federal programs. Managed discipline systems, data reporting, and staff support.
• Oversaw discipline for approximately 750 students, ensuring fairness and transparency.
• Led Title I, Title II, and Title III program implementation, documentation, and state reporting.
• Provided coaching and feedback to teachers to support continuous improvement.
• Monitored academic progress of underserved student groups and implemented targeted interventions.

[redacted] [redacted]

BS

BRANDEE SABALA

EDUCATIONAL LEADER

Elementary Teacher • Gooding Elementary School • 2007–2013
Taught first and fourth grade and provided reading intervention for students in grades 1–5.
• Designed and delivered standards-aligned instruction in reading, math, and core subjects.
• Used formative assessments and progress monitoring to guide instruction.
• Implemented small-group intervention cycles to accelerate skill development.

SKILLS

• Strong communicator with the ability to build relationships that foster growth for staff and students.
• Skilled in developing and implementing sustainable systems aligned to state standards and district goals.
• Experienced in educator supervision, coaching, compliance, and evaluation processes.
• Expertise in MTSS/RTI, PBIS, data-driven decision making, and continuous school improvement.
• Proficient in federal programs oversight, grant writing, policy implementation, and accreditation processes.

EDUCATION

EDUCATIONAL SPECIALIST, EXECUTIVE LEADERSHIP • 2021
BOISE STATE UNIVERSITY

MASTER OF ARTS, EDUCATIONAL LEADERSHIP • 2015
UNIVERSITY OF IDAHO

BACHELOR OF ARTS, ELEMENTARY EDUCATION • 2007
IDAHO STATE UNIVERSITY

SUBJECT

Curricular Materials Selection Committee Appointments

APPLICABLE STATUTE, RULE OR POLICY

Idaho Code § 33-118
Idaho Administrative Code, IDAPA 08.02.03 Rules Governing Thoroughness

BACKGROUND/DISCUSSION

Sections 33-118 and 33-118a, Idaho Code and IDAPA 08.02.03.128 set forth criteria for membership on the Curricular Materials Selection Committee.

The State Board of Education appoints a committee to select curriculum materials. Committee appointments are for a period of five (5) years. The Committee shall consist of no fewer than ten (10) total members from the following stakeholder groups: certified Idaho classroom teachers, Idaho public school administrators, Idaho higher education officials, parents, trustees, local school board members, members of the Division of Career Technical Education when applicable, and Idaho State Department of Education (Department) personnel. The Executive Secretary will be an employee of the Department and will be a voting member of the committee. The Department charges publishers submissions fees of sixty dollars ($60) or equal to the retail price of each, whichever is greater, to defray the cost incurred in the curricular material review and adoption process.

Following the end of the 2025-26 Selection Committee meetings, by either term expirations or personnel changes, the Selection Committee will have the following openings:

- 2 Higher Education Officials
- 2 Public School Administrators
- 1 Local Board of Education/Trustee Member
- 2 Parents
- 3 Classroom Teachers

The invitation and application were drafted and published in October 2025, including links to the interest form with request for Letter of Interest and Resume/CV. The invitation was shared by the Department via their website; newsletter; social media (Facebook, IG, LinkedIn); monthly content and curriculum webinars; and emails to Idaho superintendents, principals, charter school administrators, and curriculum leads. Personnel changes in both the Department and the Idaho Division of Career Technical Education deemed necessary changes to the committee as well.

In all, the Department received 93 Interest Form responses representing: 37 school districts, 5 postsecondary institutions, charter schools, magnet schools, academies, online/virtual Schools, Idaho Educational Services for the Deaf and

the Blind, a Native American tribe, and content from all K-12 disciplines, including CTE, STEM, and special education.

Considerations for recommendations:

- Changes in personnel within the Idaho Department of Education and the Idaho Division of Career Technical Education.
- Include representation from every region in Idaho.
- Include a diverse range of school settings, content areas, and grade levels.

In the process of identifying members for recommendation, two public school educators were nominated and accepted, then withdrew their name in February 2026.

All resumes received are available for review from the Content and Curriculum Curricular Materials Coordinator. Attached are resumes of those nominated for appointments.

Renewing/Remaining Committee Members:
Bernadette Edwards
Robyn Hill
Stacey Jensen
Darlene Dyer
Laree Jansen

Changes in personnel in the Idaho Department of Education and the Idaho Division of Career Technical Education:
Sara Bell, Coordinator
Summer Cook, Coordinator
Adrian San Miguel, Program Services

Resumes:
Matthew McDaniel – College of Idaho
Kaywin Cottle – Idaho State University
Kylee Guthrie – Boundary County School District #101
Christine Steele – Middleton School District #134
Holly Allen – Madison School District #321
April Giauque – Idaho School for the Deaf and the Blind #596
Schnelly Cooper – Bonneville Joint School District #93
Lynette Leonard – Lake Pend Oreille School District #84
Taushina Wilson – Lapwai School District #341/Culdesac School District #342

ATTACHMENTS
Attachment 1 – Recommended Curricular Materials Selection Committee
Attachment 2 – Matthew McDaniel Resume
Attachment 3 – Kaywin Cottle Resume
Attachment 4 – Kylee Guthrie Resume

Attachment 5 – Christine Steele Resume
Attachment 6 – Holly Allen Resume
Attachment 7 – April Giauque Resume
Attachment 8 – Schnelly Cooper Resume
Attachment 9 – Lynette Leonard Resume
Attachment 10 – Taushina Wilson Resume

BOARD STAFF COMMENTS AND RECOMMENDATIONS
Board staff recommends approval.

BOARD ACTION
I move to appoint **Matthew McDaniel** to the Curricular Materials Selection Committee for a five-year term effective April 16, 2026, and ending April 16, 2031.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint **Kaywin Cottle** to the Curricular Materials Selection Committee for a five-year term effective April 16, 2026, and ending April 16, 2031.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint **Kylee Guthrie** to the Curricular Materials Selection Committee for a five-year term effective April 16, 2026, and ending April 16, 2031.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint **Christine Steele** to the Curricular Materials Selection Committee for a five-year term effective April 16, 2026, and ending April 16, 2031.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint **Holly Allen** to the Curricular Materials Selection Committee for a five-year term effective April 16, 2026, and ending April 16, 2031.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint **April Giauque** to the Curricular Materials Selection Committee for a five-year term effective April 16, 2026, and ending April 16, 2031.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint **Schnelly Cooper** to the Curricular Materials Selection Committee for a five-year term effective April 16, 2026, and ending April 16, 2031.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint **Lynette Leonard** to the Curricular Materials Selection Committee for a five-year term effective April 16, 2026, and ending April 16, 2031.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint **Taushina Wilson** to the Curricular Materials Selection Committee for a five-year term effective April 16, 2026, and ending April 16, 2031.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Selection Committee

Curricular Materials

COMMITTEE LISTING

Committee Member	Stakeholder Group
Sara Bell	Idaho State Department of Education Coordinator| Executive Secretary
Adrian San Miguel	Idaho Division of Career Technical Education Program Services
Matthew McDaniel Term Expires: April 16, 2031	Idaho Higher Education Official College of Idaho (Region 3)
Kaywin Cottle Term Expires: April 16, 2031	Idaho Higher Education Official Idaho State University (Region 5)
Kylee Guthrie Term Expires: April 16, 2031	Idaho Public School Administrator Boundary County School District #101 (Region 1)
Christine Steele Term Expires: April 16, 2031	Idaho Public School Administrator Middleton School District #134 (Region 3)
Bernadette Edwards Term Expires: December 13, 2028	Local Board of Trustees Member Mountain View School District #244 (Region 2)
Holly Allen Term Expires: April 16, 2031	Local Board of Trustees Member Madison School District #321 (Region 6)
April Giauque Term Expires: April 16, 2031	Certified Idaho Classroom Teacher School for the Deaf and Blind #596 (Region 4)
Robyn Hill Term Expires: April 16, 2031	Certified Idaho Classroom Teacher Nampa School District #131 (Region 3)
Schnelly Cooper Term Expires: April 16, 2031	Certified Idaho Classroom Teacher Bonneville Joint District #93 (Region 6)

Committee Member	Stakeholder Group
Stacey Jensen Term Expires: April 16, 2031	Parent Pocatello/Chubbuck School District #25 (Region 5)
Lynette Leonard Term Expires: April 16, 2031	Parent Lake Pend Oreille School District #84 (Region 1)
Taushina Wilson Term Expires: April 16, 2031	Parent Lapwai #341/Culdesac #342 School District (Region 2)
Darlene Dyer Term Expires: April 16, 2031	Educational Professional (retired educator) Region 4
Laree Jansen Term Expires: April 16, 2031	Educational Professional (retired educator) Region 4
Summer Cook	Idaho State Department of Education Coordinator

For Questions Contact

Content & Curriculum – Curricular Materials
Idaho State Department of Education
650 W State Street, Boise, ID 83702
208 332 6800 | www.sde.idaho.gov

Matthew M. McDaniel, Ph.D.

Professional Summary

Dynamic and results-driven educator, professor, consultant, and educational leader with a Ph.D. in Educational Leadership and extensive experience in K-12 administration in both the traditional public and charter school sectors, entrepreneurial thinking in education, and resilience-based education practices. Proven ability to drive academic excellence, foster inclusive school cultures, and implement data-driven strategies to improve student outcomes. Skilled in authentic leadership development, curriculum implementation, teacher training, and building collective teacher efficacy through deprivatizing professional practice.

Education

Ph.D., Education, emphasis in Educational Leadership | The University of Idaho, Moscow, ID (2018)

Dissertation title: *Authentic Leadership and Entrepreneurial Thinking in the Context of Professional Standards for Educational Leaders: Perspectives of Practicing Public Charter School Leaders*

Focus: Charter School Governance; Administrator Perceptions of Job Responsibilities; Charter Administrators' Perceptions of Pre-Service Leadership Training Gaps, Entrepreneurial thinking

M.Ed., Educational Leadership | The University of Idaho, Moscow, ID (2011)

B.A., Secondary Vocal Music Education, *cum laude* | The College of Idaho, Caldwell, ID (2007)

Minor Areas of Study: Spanish, Teaching English as a Second Language, Bilingual Education, Education Studies

Professional Experience in Education

Assistant Professor, Program Director | The College of Idaho (2025 – Present)

- Director of the M.Ed. in Educational Leadership Program - Relaunched the educational leadership program from the ground up creating a cohort model supporting a 'grow your own' pipeline model for school districts in the state of Idaho.
- Courses taught: EDUC-6005: Ethics and Law in Education; EDUC-6009: Research and Data-Driven Decision-Making; EDUC-6008: School Finance; EDUC-6007: Special Education Law; EDUC-6090: Educational Leadership Internship; EDUC-6090: M.Ed. Capstone; EDUC-5720: Assessment for Learning; EDUC-6713: Instruction & Technology
- Title IX Investigator
- Institutional Review Board (IRB) Committee Member

CEO, Cresvia Education Consulting (2025 – Present)

- Founder, CEO, and Chief Consultant at Cresvia, an education consulting firm specializing in leadership coaching, collaboration and team development support, organizational consulting, RtI processes and planning, strategic planning guidance, and professional development support, among other services.

Principal, Lewis and Clark Elementary School | Caldwell School District #132 (2019 – 2025)

- Spearheaded trauma-informed practices, restorative discipline, and executive function education, reducing behavior referrals by over 75% in the first two years and maintaining low referral numbers throughout leadership tenure.

- Led Lewis and Clark Elementary School to have the highest progress percentage for English Learner students in the state of Idaho (2019-2020).
- Led school to have measurable academic growth in core content each year of tenure (2019-present).
- Achieved Idaho "Top Performer" recognition, ranking in the top 10th percentile on key performance indicators (2022-2023).
- Achieved Idaho "Goal Maker" recognition as a result of exceptional performance of students learning English as a second language (2023).
- 2021-2022 Caldwell School District Strategic Planning Committee Member

Adjunct Professor | The College of Idaho (2023 – 2025)
Course taught: EDU613: Instruction and Technology

Guest Instructor | The College of Idaho (2021 – 2024)
Department of Music Vocal Jazz Ensemble guest instructor
Department of Education Graduate Studies invited lecturer

Co-Administrator/Principal | Victory Charter School (2012 – 2019)

- Led Victory Charter High School to be named a "Top Performing High School" (top 10% of schools in the state) and "Goal Maker" school (schools reducing the number of non-proficient students by at least ⅓ within a specific time period) in the state of Idaho (2018).
- Achieved "Honor" standing in all operational and educational categories with the Idaho Public Charter School Commission each year of the designation's existence (2015-2019).
- Led Victory Charter High School to a 4th place state (Idaho) ranking based on student SAT scores (2014) and continually ranking as a top-tier high school in the state of Idaho.
- Led Victory Charter High School to be named one of "America's Top High Schools" by US World News & Report (2014, 2015).

Secondary Education Teacher | Liberty and Victory Charter Schools (2006 - 2019)
Courses taught: Pre-Spanish I, Spanish I, Spanish II, Spanish III, Concurrent Credit Spanish IV, Choir, Advanced Vocal Jazz, Band, World Music, History of Rock and Roll, Middle School Language Arts, Middle School Reading, Middle School Math

Adjunct Professor | Northwest Nazarene University (2010 – 2012)
Courses taught: Spanish 101, Spanish 102, Spanish 201, Spanish 202

Instructional Assistant and Tutoring Program Director | Caldwell School District #132 (2004 – 2007)
Directed and planned secondary-level ELL after-school tutoring program; Advancement Via Individual Determination (AVID) program support; Summer school instructional assistant

Scholarly Development, Creative Work, and Presentations

- McDaniel, M. (2025). Accepted for publication, anticipated Fall 2025. *Leaders developing leaders: Rebuilding the talent pipeline of qualified and engaged school leaders in Idaho*. SLATE Magazine. Idaho School Boards Association.
- Decoding Dyslexia Idaho invited speaker: *Leading Literacy Together Summit* (September 2025, June 2025).
- McDaniel, M. (2025, September 25). *3 Ways Administrators Can Foster Teachers' Collective Efficacy*. Edutopia. https://www.edutopia.org/article/promoting-teachers-collective-efficacy

- The Reading League, Idaho Statewide Chapter invited panelist: *MTSS Implementation Across Idaho* (2025, August 13).
- McDaniel, M. (2025). *The Leadership Pipeline: Our Role in Preparing the Next Generation of School Administrators*. Presented at the Idaho Association of School Administrators Summer 2025 Conference. Boise, ID. August 6, 2025.
- McDaniel, M. (2025, July 9). *The case for qualified leadership in Idaho public schools. Idaho Education News*. https://www.idahoednews.org/voices/the-case-for-qualified-leadership-in-idaho-public-schools/
- McDaniel, M. (2024). *Authentic Leadership: Who Am I? & Deprivatizing Professional Practice*. Presented at the Leadership Committee for English Education in Quebec (LCEEQ) Leadership for School Improvement Workshop Residential Series, Quebec, Canada. November 26, 2024.
- McDaniel, M. (2024). *Response to Intervention Summit at The College of Idaho*. Led and presented a daylong professional development summit on Response to Intervention for the Lewis and Clark Elementary School leadership team, College of Idaho education department faculty, and undergraduate education students. The College of Idaho, Caldwell, ID. April 11, 2024.
- McDaniel, M. (2024). *Deprivatizing Professional Practice: A Guide to Enhancing Collective Efficacy*. Presented at the World Education Summit 2024 powered by Osiris Educational. March 18-21, 2024.
- McDaniel, M. (2023). *Leveraging Visible Learning as an Elementary School Principal*. Presented at the 2023 National Association of Elementary School Principals PreK-8 Principal's Conference. National Harbor, MD. July 10-12, 2023.
- McDaniel, M. (2022). *Being a Building Principal in a Visible Learning School: Where to Start and Where to Go!* Presented at the 2022 national Annual Visible Learning Conference. Denver, CO. July 26-27, 2022.
- McDaniel, M. (2021). *Being a Leader in a Visible Learning School: Where to Start and Where to Go!* Presented at the 2021 P20 Conference: Learning by Doing. College of Southern Idaho, Twin Falls, ID. July 13-14, 2021.
- McDaniel, M. (2020). Using *Microteaching as a Means of Developing Collective Teacher Efficacy*. Accepted for presentation at the Innovative Schools Network National Conference on Educational Innovation. Wisconsin Dells, WI. April 22-24, 2020 (conference canceled due to COVID-19).
- McDaniel, M. (2018). *Authentic Leadership and Entrepreneurial Thinking in the Context of Professional Standards for Educational Leaders: Perspectives of Practicing Charter School Leaders* (Doctoral dissertation).
- McDaniel, M. (2018). *Giving your small school choir wings*. Presented at Idaho Music Educators' Association All-State Conference. Moscow, ID. February 2, 2018.
- McDaniel, M. (2017). *Institutional Climate and Faculty Governance in Higher Education: A Shift from Capitalist to Shared Governance Models*. Workplace: A Journal for Academic Labor.
- Textbook Collaboration: (2012) Developed and translated the published ESL/ELL text *Stepping Stones to English, La Gramática: Transición del Español al Inglés* in cooperation with Shurley Instructional Materials, Inc.
- McDaniel, M. (2007, 2008) *Jazz Listening: Accessing the Greats.* Festival clinician, The College of Idaho Vocal Jazz Festival.

Philanthropy and Community Engagement

Board Member, Caldwell Foundation for Educational Opportunity (2022 - Present)

Board Member and President of the Board, Caldwell Fine Arts (2021 – Present; President since 2022)

Mentor, University of Idaho Vandal Mentor Network (2020-present)

Community Youth Sports Volunteer Coach (2013 - present)
Board Member and Assistant Conductor, Inicio Community Choir (2021-present)
Private Voice Studio (2005-2019)
Boise Philharmonic Master Chorale Member (2012-2015)

Honors & Awards

Idaho Business Review Accomplished Under 40: 2017 Honoree
Vocal Jazz Student of the Year Award: The College of Idaho, Caldwell, ID (2007)
Spanish Student of the Year Award: The College of Idaho, Caldwell, ID (2006)
Spanish Student of the Year Award: The College of Idaho, Caldwell, ID (2005)

Professional Affiliations

Past Member of the Idaho Association of School Administrators
Past Member of the Idaho Association of Elementary School Principals
Past Member of the National Association of Elementary School Principals
Past Member of the National Association for Music Educators
Past Member of the Idaho Music Educators Association

Languages

Spanish - Proficiency in all aspects of the language (reading, writing, listening, and speaking).

Public Education Credentialing and Certification

Idaho School Principal & Administrator (PK-12)
Idaho Secondary Music (6-12)
Idaho Secondary Spanish (6-12)
Idaho Bilingual Education (K-12)
Idaho English as a New Language (K-12)
Idaho Humanities (K-12)

Kaywin Cottle - Curriculum Vitae

Clinical Instructor & Educational Technology Specialist
Department of Teacher Education Services
Idaho State University

I. Professional Summary

Accomplished educator with 30+ years of experience in K-12 and higher education, specializing in educational technology integration and teacher preparation. Dedicated to building a strong pipeline of educators for public education through innovative teaching methodologies and responsible AI implementation. Committed to supporting both novice and in-service educators, particularly in technology integration, while fostering the next generation of educational professionals through comprehensive mentorship and clinical instruction.

II. Education

2012-2014 | **Master of Education (M.Ed.)** | **Concordia Portland**, Portland, OR | | Educational Leadership and Administration, General | | Specialization: Human Resource and Financial Management, Contemporary Educational Thought | | Capstone: Action Research - Evaluating mindmapping activities for ELL students

1989-1992 | **Bachelor of Science, Secondary Education** | **University of Texas at Tyler**, Tyler, TX | | International Exchange: University of Hamburg, Germany

III. Certifications and Licenses

- **Teacher Licensure:** Idaho, Active through 2029, Idaho Department of Education
- **Teacher Licensure:** Texas, Texas Education Agency, May 1991- current

Professional Certifications:

- Google Educator Level One and Level Two, Google for Education, September 2025-2028
- Level 1 SchoolAI Certified Educator, SchoolAI, Jul 21, 2025
- AI Fluency: Framework & Foundations, Anthropic PBC, Jun 30, 2025
- Generative AI for Educators | Grow with Google, April 4, 2025
- Microsoft Certified Educator (MCE), Microsoft, July 2019

IV. Academic Appointments

August 2024-Present | **Clinical Instructor** | **College of Education**, **Department of Teacher Education Services**, **Idaho State University**, Pocatello, ID | | Clinician-Educator Track

V. Teaching Experience

A. Current Course Assignments (Idaho State University)

Fall 2025

- EDUC 2204-09: Families Community Culture (14465)
- EDUC 2215-09: Using Technology in a Digital World (12483)
- EDUC 3308-09: Foundations of Educational Knowledge, Planning, and Assessment (13879)
- EDUC 4408-01: Pre-Internship Field Experience Seminar (11997)

Summer 2025

- EDUC 2215-01: Using Technology in a Digital World (30177)

Spring 2025

- EDUC 2215-01: Using Technology in a Digital World (20416)
- EDUC 3308-03: Foundations of Educational Knowledge, Planning, and Assessment (25514)
- EDUC 4408-04: Pre-Internship Field Experience Seminar (24817)

Fall 2024

- EDUC 2201-05, E5: Development and Individual Differences
- EDUC 2204-06, E6: Families Community Culture
- EDUC 3308-05: Foundations of Educational Knowledge, Planning, and Assessment (14904)

B. Clinical Teaching & Supervision

- **Clinical Instructor**, Teacher Education Program
    - Idaho State University, August 2024-Present
    - Provide clinical instruction and mentorship in teaching and educational studies program
    - Support, supervise, and evaluate candidates in field placements

C. Previous Teaching Experience

August 2016-August 2024 | **Computer Science Instructor** | **Cassia County School District** | | Designed and delivered comprehensive computer science curriculum for middle school students | | Integrated educational technology to enhance student learning outcomes | | Mentored fellow educators in classroom technology implementation | | Developed assessment strategies for computer science learning objectives | | Wrote content standards for the Idaho Department of Education

July 2014-June 2015 | **Training and Curriculum Specialist** | **Morale, Welfare and Recreation** | | Developed specialized training programs and curriculum materials | | Conducted professional development workshops and training sessions | | Created assessment tools and evaluation metrics for program effectiveness

D. Curriculum Development

- **Course Development and Pilot**, EDUC 4408 Course Rewrite, Idaho State University, Summer 2025
    - ○ Collaborated with Corey Bartle, Suzanne Beasterfield, Allison Roxburgh, Emma Wood, and Amanda Eller
    - ○ Planned strategic transition of course content to Canvas platform for Fall 2025, focusing on improved accessibility, student engagement, and assessments ● **Course Development and Pilot**, EDUC 2215 Course Rewrite, Idaho State University, 2024-2025
    - ○ Collaborated with Bev Ray, Sheldon Harris, Emma Wood, Allison Roxburgh, and Ryan Randall
    - ○ Planned strategic transition of course content to Canvas platform for Fall 2025, focusing on improved accessibility, student engagement, and assessments ● **Indigenous Knowledge for Effective Education Program (IKEEP) workshop materials**, ISU/University of Idaho, May 2025
    - ○ Collaborated with Emma Wood, Suzanne Beasterfield, Ezra Whitman, Vanessa Anthony-Stevens on constructing training materials for Standard 11.
- ● **Course Updates**, EDUC 2204 Updates, Idaho State University, Fall 2024 ○ Collaborated with Shu-Yuan Lin, Michelle Schroeder, and adjunct faculty for horizontal and vertical alignment work for EDUC 2204
- **Participated in EPP State Review for the College of Education** (EDUC 2201 and EDUC 3308)

VI. Professional Development and Specialized Training

Current Professional Learning Communities:

- Google Global Educator's Group (GEG)
- edWeb PLC
- Idaho STEM Ecosystem Educator Preparation and Support Working Group

● Spring 2025 Indigitize/Playlab Professional Learning Community (PLC) ● Wakelet Community Ambassador
● aiEdu Professional Development
● ISTE AI Workgroup
● School.ai
● Idaho STEM Ecosystem Educator Preparation and Support Working Group
● Idaho STEM Action Center
● Microsoft Educator Community

Recent Certifications and Training:

● 2025 Perusall Academy: Mastery (August 21, 2025 & September 25, 2025) with Nolan Quella
● 2025 Google for Education/GEG (September 24 & 25, 2025)
● Idaho AI Catalyst Webinar #1: GenAI Starter Pack (September 22, 2025) ● The AI Toolbox: Best AI Tools for Schools, Eric Curts CtrlAltAchieve (September 17,2025)
● ISU CoE Promotion and Tenure Workshop, Karen Appleby (September 12, 2025)
● NEST Mentor Training (September 11, 2025)
● ISU Faculty: ISU Canvas Faculty Essentials, ITRC (September 6, 2025) ● Canva Add Accessibility+ Toolkit Block, Kimberly Tomkinson (September 5, 2025) ● Induction Mentoring Program Kickoff (August 8, 2025)
● Wakelet Community Week (August 4-7, 2025)
● School.ai Summer Camp (July 21- August 4, 2025)
● Guiding AI Policy in Schools: An Ethical and Systems Thinking Approach, edWeb (July 30, 2025)
● Scratch Conference 2025: Imagination in Action, Scratch Foundation (July 24, 2025)
● Learning with Playlab.ai (June 2025)
● Building a Diverse Teacher Pipeline: Expanding Pathways for High School Students to Become Educators, edWeb, (May 8, 2025)
● NEA Online Blended Learning About & Learning with Artificial Intelligence in Education (April 25, 2025)
● ISU 2025 Cybersecurity training**:** KnowBe4, assigned by the State of Idaho (HR) (April 23, 2025)
● AI Literacy in Action: Designing PD That Supports Educators!, edWeb (April 5, 2025)
● IRIS Center Peabody College Vanderbilt University (March 18, 2025) ○ Addressing Challenging Behaviors (Part 1, Elementary): Understanding the Acting-Out Cycle, IRIS Center Peabody College Vanderbilt University
○ Differentiated Instruction: Maximizing the Learning of All Students
○ Bookshare: Providing Accessible Materials for Students with Print Disabilities ○ The Pre-Referral Process: Procedures for Supporting Students with Academic and Behavioral Concerns
○ Related Services: Common Supports for Students with Disabilities ○ Accommodations: Instructional and Testing Supports for Students with

Disabilities
- ○ Universal Design for Learning: Designing Learning Experiences That Engage and Challenge All Students

- ISU 6R's - Respect, ISU Liz Redd and Laticia Herkshan under the EPSCoR I-CREWS grant (March 7, 2025)
- OE Global Connect, OEWeek 2025 (March 3 - March 6) hosted by Alan Levine ● Science of Reading Week: Opening Keynote: A Conversation With Zaretta Hammond, edWeb, (March 4, 2025)
- ISU Open Education Week
  - ○ (March 3, 2025), presented by Wendy Ruchti
  - ○ (March 4, 2025), presented by Elaine Foster
  - ○ (March 6, 2025), presented by Shebi Clinger
- Alchemy's "Driving Academic Innovation: Insights, Strategies, and Future Trends" leadership panel, (February 14, 2025.)
- ISU (Re)Connecting with the 6Rs Workshop (February 7, 2025), funded under the EPSCoR I-CREWS grant
- ISU 2025 Respectful Workplace (HR) (February 25, 2025)
- NorthStar Supporting K-12 Distance Learning, Northstar Digital Literacy Assessment (February 22, 2025)
- Canva Teacher Essentials, Canva (February 16, 2025)
- (Re)Connecting with the 6Rs Workshop, ISU Liz Redd and Laticia Herkshan under the EPSCoR I-CREWS grant (February 7, 2025)
- Spillett Leadership University: Core: An Orientation to the Boys & Girls Club Movement and Child Sexual Abuse Prevention (February 03, 2025)
- Navigating the AI Assistant in GoReact (January 29, 2025)
- EmpowerEd 2 Teach with AI, (January 2025)
- ISU FERPA Training Video 01/06/2025
- ISU Canvas Faculty Essentials Modules 1 and 2, self paced 12/30/2024 ● Challenging Race & Gender Bias in Student Evaluations with Dr. Bedelia Richards 12/02/2024
- Common Sense Media: ChatGPT Foundations for K–12 Educators 11/21/2024
- Wednesday Webinar: Make an ISU Canvas Transition Plan 11/13/2024 ● ISU Wellness Self Care 11/08/2024
- Idaho Higher Education AI Alliance: Enhancing Student Engagement and Learning with AI 11/07/2024
- ISU Conflicts of Interest and Commitment 11/04/2024
- Idaho Higher Education AI Alliance: AI Drop In Session 11/04/2024 ● IEA Safeguard Your Career: Evaluation Toolkit and Idaho Code of Ethics 11/02/2024 ● Wednesday Webinar: Tools for Accessible Courses 10/30/2024
- Wednesday Webinar: Online Proctoring 10/23/2024
- Wednesday Webinar: Are Students Watching My Videos? - Panopto 10/16/2024
- ISU New Faculty Mentoring/Research - 10/16/2024
- Wednesday Webinar: ISU Pressbooks 10/10/2024

● Idaho Higher Education AI Alliance: Ethical Considerations in AI Integration, 10/04/2024 ● Wednesday Webinar:Too Many Words? Managing Longer Reading in ISU Canvas 09/25/2024
● ION Power Up Summit 09/18/2024 09/19/2024
● Control Alt Achieve: The AI Toolbox: Best AI Tools for Schools, 08/27/2024 ● Inclusive Practices to Make You a More Effective Teacher with Dr. Bedelia Richards 08/27/2024
● ISU New Faculty Orientation 08/13/2024
● 2024 Perusall Academy: Kickstart 08/05/2024, Next Level 08/07/2024, Mastery 08/09/2024 with Nolan Quella
● ISU New Faculty Human Resources Orientation- 07/30/2024
● NASA Idaho Zero Robotics Trainer
● National Writing Project Participant

VII. Presentations and Professional Speaking

Conference Presentations:

1. **Cottle, K.** (2025, September 16). Teaching as leadership: ISU Future Educators summit session. [Conference] *CSI Magic Valley Youth Leadership Summit*, Twin Falls, ID. 2. **Cottle, K.** (2025, July 30). Responsible AI: How educators shape the narrative. [Webinar] *IEA Summer Institute*, Online.
3. **Cottle, K., Sarty, N., Bobby, B., Meisner, D., & Duris, L.** (2025, August 26). AI + Idaho educators: AI tools demo webinar [Webinar]. *Idaho EcosySTEM's Educator Support Networking Group*. **https://www.youtube.com/watch?v=2hgQZhlxrKU**
4. **Cottle, K.** (2025, May 13-14). Responsible use of AI: Safety Fest of the Great Northwest on-site training. [Conference] *ISU Continuing Education and Workforce Training 2025 Safety Fest*, Pocatello, ID.
5. **Cottle, K.** (2025, April 7-12). Enhancing engagement: Leveraging Perusall to foster deep reading connections in education courses. [Webinar] *Perusall Exchange 2025*, Online. https://www.perusall.com/perusall-exchange-2025-program
6. **Cottle, K.** (2024, September 19). Leveraging artificial intelligence in out of school programs. *Idaho Out of School Network Power-Up Summit 2024*, Boise, ID.

VIII. Research and Scholarship Activities

Research Participation:

● Pinterest Educational Use Study (2025): Selected as one of six participants for targeted research study investigating educator Pinterest utilization
● ISTE GM AI Explorations Participant
● ISTE Live Presenter

IX. Grants and Funding

2025 | **WICHE OER Conference Grant** | **Western Interstate Commission for Higher Education - $100**

- Role: Principal Recipient
- Conference registration funding for 2025 Open Ed Conference, Denver, CO

2025 | **ISU OER Grant** | **Office of Academic Affairs and Open Educational Resource (OER) Committee - $1,200**

- Role: Principal Recipient
- Guidance and support for OER creation and adoption for coursework integration in College of Education: Teacher Education Services, specifically EDUC 2215

X. Professional Service and Leadership

A. University Service

- **2025-2028** | **Idaho State University Academic Standards Council** | **Voting Member**
- **2025-2026** | **Faculty Community Learning** | **Lead**
  - Working with Doug McGee and Ryan Randall on four AI sessions in Canvas
- **Fall 2025** | **College of Education Praxis Prep Kickoff Committee** | **Member** ● **September 2025** | **OPAL Committee** | **Presenter**
  - Demonstration of Perusall and NotebookLM, OER development
- **2025** | **Idaho State University Library Services** | **OER Training Development** ○ Assisted with OER training transfer from Moodle LMS to Canvas LMS with Spencer Jardine
- March 2025 **| ISU Research & Creative Works Symposium**, volunteer
- 2024 | ISU Indigenous People's Day - Registration Table Volunteer
- 2024 | CSI Transfer Fair - Information Booth
- 2024 | Experience the ISU Roar Event Twin Falls - October 9th - Information Booth

B. Professional Service

- **2025-2026** | **NEST Mentor** | **Heyburn Elementary**
  - Mentoring first-year teacher through New Educator Support and Training program
- **October 2025 |NRMERA Conference - Salt Lake City, UT**
  - Program Committee
  - Business Meeting - Voting member
- **August - October 2025** | **Idaho State Board of Education and Idaho STEM Action Center Training** | **aiEDU Facilitator**
- **Summer 2025** | **NRMERA Conference - SLC, UT**
  - Conference Proposal Reviewer

● **July 2025** | **Workshop Facilitator** | **Idaho Education Association Summer Institute**
● **Spring 2025** | **Conference Proposal Reviewer** | **ISTE ACSD AI Conference** ● ISTELive+ASCD Annual Conference Reviewer 10/30/2024-11/29/2024 ● Fall 2024| Future Educators Program Development
● Fall 2024| Idaho Out of School Network Presenter & Advisor
● Fall 2024| Belonging, Equity, and Inclusion Conference Table Host and Introductions

C. Community and Outreach Service

● **Fall 2025-Spring 2026** | **Idaho AI Catalyst Webinar Series** | **Contributor** ● **September 2025** | **Bengal Street Party** | **College of Education Marketing Volunteer** ● **April 2025** | **College of Southern Idaho - Burley STEM Night** | **Information Table Coordinator**
● **March 2025** | **IDX Judge** | **College of Southern Idaho Twin Falls**
● Fall 2024 & Spring 2025 | Idaho Education Association Session Moderator
● December 2024 | National AI Day Planning Committee
● Idaho STEM Action Center 12/04/2024 & 12/17/2024
● Twin Falls Chamber of Commerce Magic Valley Leadership Day 11/21/2024 ● Region IV Superintendent Meeting 11/19/2024
● Aspiring Educators 10/23/2024 & 11/07/2024
● Educators Rising 10/28/2024

XI. Awards and Honors

2019-2022 | **Idaho Master Educator** | **Idaho State Board of Education - $12,000 2020** |

We Are Teachers - Walgreens Recognition | **We Are Teachers/Walgreens - $500**

XII. Professional Memberships

● **Current** | **Future Educators of Idaho** (Marketing and Leadership)
● **Current** | **Northern Rocky Mountain Education Research Association (NRMERA)**
● **Current | Idaho STEM Ecosystem**
  ○ **Educator Preparation and Support Working Group**
  ○ **Idaho South East EcoSTEM**
  ○ **Maker Learning Idaho**
● **Current** | **Idaho Education Association** (Member and Workshop Facilitator) ● **Current** | **International Society for Technology in Education (ISTE) ● Current** | **Computer Science Teachers Association** (Member and Former Idaho Chapter President)
● **Current | Google Education Group - Global**

XIII. Areas of Expertise

- **Educational Technology Integration:** K-12 and higher education technology implementation
- **Artificial Intelligence in Education:** Responsible AI integration and training ● **Teacher Preparation:** Clinical supervision, mentorship, and professional development ● **Computer Science Education:** Middle school curriculum development and STEM integration
- **Educational Leadership:** Program development, assessment, and policy implementation

XIV. Skills

Educational Technology Platforms:

- LMS: Canvas, Moodle, Perusall, Google Classroom
- AI: Playlab.ai, School.ai, Indigitize.ai, NotebookLM
- PLNs: Wakelet, edWeb, aiEdu

Software and Applications:

- Microsoft Office Suite (Certified)
- Google for Education (Certified Levels 1 & 2)
- Curriculum Design Software
- Assessment and Evaluation Tools

Specialized Skills:

- Clinical supervision and evaluation
- Professional development facilitation
- Curriculum development and assessment
- Educational technology training

Kylee Guthrie

Elementary Principal

Skills

Instructional Expertise, Assessment and Data, Analysis, Instructional Leadership, Stakeholder Collaboration, Project Management and Organization, Analytical Thinking and Problem Solving

I am pleased to introduce myself as an interested candidate for the curriculum review committee for the Idaho State Department of Education. With nearly 11 years of experience in education both as a teacher and as an administrator, I feel that I would be a valuable addition to your curriculum review committee.

Experience

Elementary Principal, Elementary Teacher with Literacy Endorsement, Migrant Teacher, WIDA Assessment Coordinator and Administrator

Boundary County School District 101/Principal

August 2021-Present, Bonners Ferry, ID.

½ Principal, ½ time Title 1 Teacher

Boundary County School District/Teacher

August 2016-Present, Bonners Ferry, ID.

2 years in third grade, 2 years in second grade, 5 years as a half time Title 1 teacher.

Plummer-Worley School District/Teacher

August 2015-June 2016, Plummer, ID.

1 year as a first-grade teacher.

Education

Grand Canyon University/Masters of Educational Leadership

December 2017-June 2019, ONLINE

Graduated with a 4.0. Completed internship and passed AEPA assessment.

Lewis Clark State College/Bachelor's of Science – Elementary Education

September 2009-June 2015, Lewiston, ID.

Completed coursework and student teaching internships in kindergarten and third grade in Lapwai, ID. And Asotin, WA.

CHRISTINE E. STEELE, M.A., NBCT

EDUCATION

Master of Science, Educational Leadership. Western Governors University, Salt Lake City, UT 2024

Master of Arts in Teaching. Willamette University, Salem, OR 2003

Endorsements: Language Arts, Social Studies, English for Speakers of Other Languages

Certifications: High School and Middle Level Education

Idaho Teaching License: Standard Secondary, expires 8/2026

Idaho Administation License: Alternate Authorization, expires 8/2026

National Board Certified Teacher, 2008

Bachelor of Science. Multnomah University, Portland, OR 1999 G.P.A.: 3.49

RELATED PROFESSIONAL EXPERIENCE

Assistant Principal. Middleton Academy, Middleton, ID 2023 - present.

- Create and lead middle school behavior program
- Coordinate and lead professional development
- Handle middle and high school discipline
- Work with counselor to create master schedule
- Lead Community School grant programs
- Assist with curriculum adoption annually
- Supervise and evaluate teachers

Teacher. Middleton Academy, Middleton, ID 2016 – 2023.

- Teach grades 9 – 12 Social Studies, English classes.
- Assist with Professional Development for staff
- Coordinate state Citizenship exams.
- Department Head
- Testing Coordinator

- MTSS co-lead

Teacher. Success Alternative High School, Woodburn, OR 2008-2016
- Taught grades 6-12 Language Arts, State Test prep for reading and writing, Social Studies courses.
- Essential Skills coordinator and scorer for Reading and Writing. District lead teacher for Language Arts Essential Skills.
- Taught Humanities credit recovery courses at the main high school campus.
- Coordinated high school summer school for the district, including Essential Skills, online credit recovery, and freshman credit recovery classes.
- Lead scheduler and transcript recorder during 2015-2016 school year.

Teacher. Greenacres Middle School, Bossier City, LA 2004-2008
- Fully certified to teach Read 180 through Scholastic's training program.
- Taught sixth grade English and Reading in a block setting, effectively integrating the Comprehensive Curriculum.
- Completed InTech training and successfully implemented technology using computers and projector.
- Taught in after school program as well as the Saturday detention program sponsored by the Bossier Police Jury.

Teacher. Bossier Parish Summer School, summers 2005-2007
- Taught English to combination classes for grades 6-8.
- Managed classes with students from throughout the parish productively.

Teacher. Linwood Middle School, Shreveport, LA 2003-2004
- Taught seventh grade English
- Participated in Ruby Payne "Understanding Poverty" faculty book study
- Completed SIM training, Four Square training, Higher-Order Thinking, and classroom management in-services

ACTIVITIES

Participated in Idaho Coaching Network Cohort 6.
Served as Student Council Advisor for two and a half years.
Served on Curriculum Adoption Committee.
Served as a Technology Coach in the district.
Served on the Woodburn Evaluation Steering Committee.
Attended the National Title I Conference in 2014.
Attended the National Alternative Education Association Conference in 2014, 2016 and 2021.
Completed all forecasting and school scheduling for five years; assisted the counselor in that area for his three-year tenure.
Yearbook coordinator at Success for three years.
Pep Squad co-sponsor at Greenacres.
Sponsored Blue Ribbons at Greenacres for two years.

Holly Allen
Surgical Account Manager| Healthcare Administration | Strategic Growth & Compliance

---

Contact Information

Professional Summary

Results-driven ophthalmic healthcare operations executive with a proven track record in surgical center development and ophthalmology practice administration. Expertise in financial management, contract negotiation, regulatory compliance, staff leadership, and business growth. Passionate about optimizing patient care and operational efficiency through strategic planning and innovation.

Professional Experience

Bausch & Lomb (Global Corporation) - Surgical Account Manager, Pacific Northwest (June 2025- Present)

- Currently managing 120+ ophthalmic surgical accounts for cataract surgeons.
- Provide intraocular lens support in the operating rooms of privately owned surgery centers and commercially owned hospitals.
- I live in Rexburg but travel bi-monthly to Boise and Salt Lake City for account management.

Henry's Fork Surgery Center – Administrator (2020–June 2025)

- Led the design, construction, and CMS accreditation of an ophthalmic ambulatory surgical center, which opened in 2021.
- Optimized financial operations, achieving over 50% profitability growth in the first three years and 20% last year and into a multi-million-dollar facility. Due to this success, two additional centers are under construction in Idaho Falls and Chubbuck, Idaho.
- Negotiated and secured vendor contracts with Bausch + Lomb, Dutch Ophthalmic, McKesson, and Cardinal Health.
- Built and maintained strong relationships with ophthalmic surgery centers, clinics, and providers to enhance collaboration.
- Oversaw compliance, staff management, and administrative operations to ensure efficiency and regulatory adherence.

- Negotiated multiple carrier contracts, securing an average 10% increase in facility reimbursement—most notably with Blue Cross of Idaho and Cigna.
- Successfully trained two Directors of Nursing.
- Led hiring, onboarding, and training for all staff.

Premier Eye Care of Eastern Idaho – Office Manager (Rexburg Branch) (2021–2025)

- Supervise and train all staff, including the lead technician, surgery scheduling, billing, and front and back office teams.
- Oversee daily clinic operations, ensuring efficiency in patient experience and provider scheduling for seamless clinic and surgery coordination.
- Manage financial and administrative processes to improve operational performance and patient care.
- Advised and trained the current CEO of Premier Eye Care and continue to mentor leadership in clinic operations, financial management, patient satisfaction, and primary care physician relationships.

Joshua R. Fullmer, M.D., Ophthalmology – Office Manager (2016–2021)

- Transformed an underperforming single-provider clinic into a multi-million-dollar practice and surgery center within four years by optimizing business operations, billing, and staff management.
- Directed all administrative functions, including HR, medical billing & coding, and financial oversight.
- Improved workflow and patient satisfaction by streamlining clinic operations.

Century 21 High Desert Realty – Licensed Idaho Realtor & Sales Associate (2007–Present)

- Member of a top-producing real estate team, consistently achieving multi-million-dollar sales in residential and commercial properties.
- Successfully negotiated and closed high-value transactions, ensuring client satisfaction and business growth.
- Developed strong market expertise, guiding buyers and sellers through complex real estate processes.
- Built and maintained a robust client network, leveraging strong communication and negotiation skills.

Eastern Idaho Public Health – ***Program Planner & Senior Health Educator (2015–2016)***

- Designed an Ebola response plan and partnered with the CDC on emergency preparedness initiatives.

Education

🎓 **Idaho State University, Pocatello, ID**
Master of Health Education (2011 - 2013, High Honors)

🎓 **BYU-Idaho, Rexburg, ID**
Bachelor of Science (2009 - 2011, High Honors)

Leadership & Board Positions

Madison School District 321 – *Vice Chair, Board of Trustees (2016–Present)*

- Elected for three consecutive terms, driving policy decisions and educational improvements.

Idaho Association of Ambulatory Surgical Centers – *Board Member at Large (2022–2025)*

- Advocate for statewide advancements in ambulatory surgical care.

Community Engagement & Volunteer Work

Yellowstone Cup Soccer Tournament – *Founder & Director (2014–Present)*

- Established Idaho's first No Sunday Play tournament, contributing $20M+ annually to the local economy.

Upper Valley Soccer Foundation – *President (2024–2025)*

- Developed and expanded year-round affordable soccer programs for youth athletes.

Madison High School Girls Soccer – *Strength & Conditioning Coach (2019–Present)*

- Train varsity and JV soccer teams to enhance athletic performance and injury prevention.

Core Competencies

✅ Healthcare Administration & Compliance
✅ Surgical Center Operations
✅ Financial & Contract Management
✅ Staff Leadership & Development
✅ Patient Experience & Quality Improvement

✅ Emergency Preparedness & Public Health
✅ Strategic Planning & Business Growth

April T Giauque

SUMMARY OF QUALIFICATIONS

- **Leadership in District: Twin Falls School District, Transition Team Lead for 3 years.**
- **Leadership in the Classroom:** directing four para-educators for four years, coordinating billing, planning, and schedules.
- **Enthusiastic, Creative, and Passionate Educator**: Founding Parent of Spectrum Academy – an autism-specialized Charter School. Mother of nine children: four children with Autism Spectrum Disorders and two deaf, one of whom also has Autism.
- **Dedicated and Devoted Parent:** Mother of nine children; four on the Autism Spectrum, and two who are deaf. Learned ASL for my deaf daughters and teach my family members so that communication can continue.
- **Experienced Educator.** State licensed for 18 years. Over **19 years** of teaching students with Autism Spectrum Disorders. Over 650 hours of training teachers on how to manage and educate children with Autism Spectrum Disorders. Over 700 hours of educating parents and other community members.
- **Published Author: Pinpoints of Light: Escaping the Abyss of Abuse,** Story of Survival from Domestic Violence. Refer to Amazon, Barnes & Noble, and Goodreads for book information.
- **Developer of Social Skills Curriculum:** Developed Social Skills Curriculum: "Building Advanced Social Education" (The **BASE**). The curriculum is designed to help students with Autism Spectrum Disorders who struggle socially and have behavioral needs.

EDUCATION

2024	**Idaho Teacher Certification, current**	Boise, Idaho
2017	**Texas Teacher Certification**	Austin, Texas
2015-July 2015	**Davis Applied Technology College (DATC)** ASL/Interpreter program	Kaysville, Utah
2014	**Crisis Prevention Intervention Training**	CPI Institute UPDC Salt Lake City, Utah
2014	**UMTA: Utah Mentor Teacher Academy**	Salt Lake City, Utah
2009	**Level 2 Teacher Certified**	USOE
2008	**Utah Teacher Certification (K-12); Special Education**	Spectrum Academy North Salt Lake, Utah
2006	**Special Education, M.Ed./SPE** Emphasis: Educational Instruction	University of Phoenix Salt Lake City, Utah
1998	**English and Physical Education, B.S.**	Weber State University Ogden, Utah

TEACHING EXPERIENCE

2025-Current **BridgE Special Education Teacher,** **Idaho School Deaf/Blind**

- Developed Cooking/Culinary Programs for Transition Students to increase independence skills
- Teach Social Skills for Deaf Students on the Autism Spectrum
- Teach Employment, adult living skills, and leisure/social/recreation skills to Deaf Adults
- Developed curriculum and programs designed to support Deaf Adults on the Autism Spectrum
- Perform Work Observations at multiple off-campus worksites for Deaf Adults
- Developing business relationships with businesses in Gooding and Twin Falls, Idaho
- Prepared Individual Education Plans (IEPs) and monitored weekly progress towards students' goals, aligning with Content Standards.

2021-2025 IERC Special Education Teacher, Canyon Ridge High School

- Developed/gathered the following Curriculum: Math for Life, Transition Skills for Life. Language for Life, Social Skills for Life, Science for Life, Communication for Life
- Prepared students for independent living, employment, and post-secondary education
- Developed curriculum and programs designed to support student needs in all 14 categories of Special Education with an emphasis on Autism Spectrum Disorders.
- Developed and designed schedules to help maximize learning in small group settings for students with special needs
- Social Skills for students with behavioral needs and social connections
- Prepared Individual Education Plans (IEPs) and monitored weekly progress towards students' goals, aligning with Content Standards.
-

2015-2021 Transition Specialist, Texas School for the Deaf

- Developed Cooking/Culinary Programs for Transition Students to increase independence skills
- Teach Social Skills for Deaf Students on the Autism Spectrum
- Teach Employment, adult living skills, and leisure/social/recreation skills to Deaf Adults on
- Developed curriculum and programs designed to support Deaf Adults on the Autism Spectrum
- Perform Work Observations at multiple off-campus worksites for Deaf Adults
- Developed Safety Assessments for independent living skills
- Prepared Individual Education Plans (IEPs) and monitored weekly progress towards students' goals.

2014-2015 Special Education Teacher/Coordinator, Pacific Heritage Academy

- Facilitated and taught resource classes for 71 students, grades K-8^{t,h} with multiple Special Education Classifications: SLD, ID, SLI, AU, and HOI, teaching the students Math, writing, and Reading/Language Arts.
- Teach Social Skills to Students on the Autism Spectrum Using the Curriculum I Developed: BASE.
- Developed and designed a social skills curriculum called **Building Advanced Social Education: BASE**
- Developed teaching schedule and oversaw three other Paraprofessionals who assisted in teaching the 71 students with Special Education.
- Updated out-of-compliance IEP files, completed UPIPS reports, and APR Determination goals.
- Coordinated IEP team meetings, wrote 71 IEPs, and aligned with Content Standards.
- Taught Professional Development courses for General Education teachers to understand their role in the General Education setting in Special Education.
- Wrote FUBA's, Behavior Intervention Plans, and Safety plans
- Certified Trainer for Crisis Prevention Intervention, and performed three different pieces of training for the staff at Pacific Heritage Academy.

2013-2014 Second Grade Teacher, Spectrum Academy
North Salt Lake, UT

- Developed & Piloted Standardized IEP Data Tracking System for Spectrum Academy
- Developed & Piloted Data-Driven Instruction tracking systems for teachers at Spectrum Academy
- Developed grades K-5 & Piloted Standards-Based Grading for Spectrum Academy
- Implemented New Behavior Supports for students (CHAMPS) system for grades K-2
- LEA for IEP for both Secondary and Elementary School Spectrum Academy
- Teacher Mentor for 15 teachers K-5
- Recorded and maintained On Track Professional Development Points for all Certified Teachers, K-12 Spectrum Academy
- Facilitated five classes of 17 students each with ASD diagnosis for grade 2 in subjects of Math, Language Arts, Reading specialist, Science, Social Studies, Social Skills, Art, Music, and PE

2012 – 2013 **Transition Specialist/ Teacher Mentor/ Administration** **Spectrum Academy**
North Salt Lake, UT

- Developed the Occupational Course of Study
- Developed a secondary High School Diploma Option for students not on the Traditional Academic Track
- Developed Transitional screening for students applying for the OCS
- Presented proposals for High School Diploma at Board Meetings
- Maintains close communication with USOE, other Districts, and Charter schools to help mentor and improve Transition programs throughout the State of Utah for students with ASD
- Teacher Mentor for 15 teachers, K-5
- LEA for IEP at both the Secondary and Elementary School Spectrum Academy
- Assistant to Principal: gave support in Professional Development, PLC team leadership, CSI meetings, BIP planning, disciplinary measures, LEA compliance with Special Ed law, and other supportive roles as needed

2006 – 2012 **ELEMENTARY SCHOOL, 5th Grade Teacher** **Spectrum Academy**
North Salt Lake, UT

- Facilitated five classes of 15 students with ASD diagnosis for grades 3-7 in Math, Language Arts, Science, Social Studies, and Social Skills.
- Utilized multiple assessments in compliance with district and state requirements. Contributed to a significant **increase in student performance** on standardized testing.
- Used innovative methods and materials, including cooperative learning, thematic instruction, modification, adaptation, and differentiated curriculum.
- Prepared Individual Education Plans (IEPs) and monitored weekly progress towards students' goals.
- Ensured compliance with laws, regulations, rules, and policies prescribed by the Charter school, Spectrum Academy

2003-2005 **Physical Education/Tumbling Instructor,** **Northern Utah Autism Program**
Ogden UT

- Facilitated 24 children diagnosed with Autism Spectrum Disorders, ages 3-5 years old, in physical movements, balance coordination, and Occupational therapy play.
- Used innovative and researched methods that allowed children to maintain control over their emotional energy through physical movements.

1992-1995 **Tumbling and Cheerleading Instructor,** **United Spirit Association**
Longbeach CA

- Instructed 75-100 students in cheerleading and tumbling skills
- Instructed the students in team building and goal-setting skills
- Used management strategies to help instruct and teach these skills in both small group and large group settings.

CURRICULUM DEVELOPMENT EXPERIENCE

2025-Current **Transition Curriculum for BridgE program at IESDB/ISDB**
2023-2025 **Expanded the IERC program:** two campuses, created lesson plans for both programs
2021-2025 **Transition Curriculum IERC Program in TFSD program: Math for Life, Transition Skills for Life. Language for Life, Social Skills for Life, Science for Life, Communication for Life**
2019 **Transition ACCESS Curriculum development for the Budget for Life Program**
2019 **Transition ACCESS Curriculum development for the Culinary Skills Program**
2018 **Transition ACCESS Teacher of the Year**
2017 **Transition ACCESS Curriculum development for Employment skills**
2016 **Transition ACCESS Team Adult Living Skills: Home Safety Committee**
Developed 12+ Home Safety Assessments with measurable outcomes for students to increase their independent living skills for a team of 70.
2014 **The BASE: Building Advanced Social Education—**See Summary Statement**

Developed a K-12 social skills curriculum to help students with Autism Spectrum Disorder. The Curriculum is designed to teach students the necessary skills to interact with the social world. By following this curriculum in your classroom, your students will learn how to initiate, communicate, respond, interpret, and understand the many facets of social communication.

2006 – 2014 **Community Educator.**

"Parent Empowerment Nights" – Developed a parent training course for parents of Children with Autism Spectrum Disorders. Increased parental involvement by providing targeted feedback during regular consultation.

"Captain and Commander of the ASD Classroom" – Ten classroom strategies that help your students with Autism, Asperger's function. Trained teachers on special education techniques and strategies specific to Autism Spectrum Disorders.

2006 - 2014 **Instructional and Administration Leader** for the Spectrum Academy teacher Training/mentor program. Training new teachers to understand how to optimize classroom management, curriculum adaptations, and accommodations for individual students.

2007 **'Social Science Investigation'** – Co-developed a K-12 social science curriculum used for five years. The curriculum is centered on literature, comparing characters and their social traits to help students with Autism/Asperger's learn to interact with others appropriately. The curriculum allows students to interact, role-play, and record their data through literature and activities.

PUBLIC SPEAKING & CONFERENCES

2021 May	Thrive Special Families Podcast with Crystal Standford
2021 Apr	Radical Vision Podcast with Brian Wagner
2019 Jun	ESC Region 12 "Social & Emotional Learning for All Abilities" WACO, TX
2019 Jun	International Day of Prayer "Domestic Violence Awareness" WA DC
2019 Apr	Pleasant Grove Women's Conference "Beacon of Light" Pleasant Grove, UT
2019 Apr	UVU Domestic Violence Conference "Supporter's Toolkit" Orem, UT
2019 Feb	Transitional Conference of Texas "Social & Emotional Learning for All Abilities
2018 Oct	Igniting Souls Conference "Pinpoints of Light" Columbu,s OH
2018 Aug	Texas Autism Conference: "Power of Stories and Inclusion." San Marcos TX
2018 July	Conference of Mathematics Teachers: "Inclusion; Who's In?" Houston TX
2018 June	Milestone Autism Conference; "Piecing our Story Together." Cleveland OH
2018 June	Utah Charter School Conference; "Power of Stories." "Inclusion," Layto,n UT
2018 May	UVU Domestic Violence Conference; **"Pinpoints of Light"** Orem, UT
2018 April	Celebrating Family Conference: "Piecing our Story together." Kyle TX
2018 April	Breaking Barriers Conference; "The Power of Stories." Redmond Oregon
2018 Jan	Family 2 Family Network: "Inclusion Classrooms: Got Social Skills?"
2017 Oct	NCTM: National Council of Teachers of Mathematics "Inclusion classroom: Who's In?"
2017 July	CAMT: Conference for the Advancement of Mathematics Teaching "Inclusion Strategies for Making it Work."
2017 June	Utah School for the Deaf & Blind: Parent-Infant Program "Superhero Parents!"
2017 June	Utah Charter Conference "Inclusion: Strategies for Making it .Work"
2017 Jan	Family to Family Conference, Houston, TX

	"Social Stories"
2016 Nov	**KEYNOTE** Speaker for 20th Annual Safe Harbor Crisis Center "Pinpoints of Light: Story of **Surviving Abuse** while **Raising Children** on the **Autism Spectrum**"
2014 June	Utah Charter Conference: *Writing Solutions for Struggling Writers*
2013 June	Utah Deaf Summit: Parent Panel
2012 April	Utah Autism Conference: *Social Skills and Literature*
2011 April	Utah Autism Conference: *Motivation: to sink or Swim*
2010 November	Autism Conference: *Accommodations in the classroom; Social Scene Investigation*
2010 October	Early Childhood Education Conference: *Literature and Social Skills*
2009 November	Autism Conference: *Social Scene Investigating*
2009 August	Preparing Teachers: *Reading Training and Character Building*
2008 November	Autism Spotlight Conference: *SSI: Searching the Social Scene for Clues*
2008 February	Autism/Asperger's Education Conference: *Master and Commander: Ten Strategies to tame your Classroom*

PUBLICATION

2020 June	*Out of Darkness: Find, Fuel, and Live in Your Light* My healing journey from DV
2018 November	*Pinpoints of Light: Escaping the Abyss of Abuse* My survival story from DV
2018 October	Article Published on Church of Jesus Christ of Latter-day Saints Domestic Violence Website
2018 May Cleveland	Milestone Conference Mother's Day Article
2017 Fall Publication	Lone Star: *Deaf Day of Service!*
2011 August	Ensign: *Garrett was God's Child First*
2011 September	Autism Digest: *Perspective. What do you see?*
	Autism Digest: *To Sink or Swim*
2011 November	Autism Digest: *Perspective-Taking*

SCHENLLY COOPER

SECONDARY EDUCATOR AND INSTRUCTIONAL MATERIALS SPECIALIST

CONTACT

[redacted]

PROFESSIONAL SUMMARY

Certified Idaho ELA educator with experience in curriculum design, standards alignment, data-driven instruction, and instructional material evaluation. Experienced in collaborative review processes, accessibility-focused curriculum adaptation, and alignment to state content standards.

SKILLS

Curriculum Design & Standards Alignment
Data-Driven Instruction
Collaboration & Leadership
Differentiation & Accessibility
Professional Development & State Engagement
Communication & Advocacy

EDUCATION

Grand Canyon University
April, 2017 with Honors: Cum Laude
BS in Secondary Education
Single Subject Credential in English

RELEVANT PROFESSIONAL EXPERIENCE

9–11 Grade ELA Teacher, Behavior Solutions Committee Member, & BEA Union Representative
Hillcrest High School | Aug 2023 – Dec 2025 (Current)

- Provide standards-aligned instruction in secondary ELA with **IN FOCUS social-emotional learning (SEL)** fostering critical thinking, discourse, and student advocacy**.**
- Serve on the Behavior Solutions Committee, contributing to equitable and effective school-wide practices.
- Represent faculty as a BEA Union Representative, supporting professional collaboration and policy communication.
- Participated in the **Boise Writing Project / Idaho Educators Conference**, focused on fostering student engagement and academic success.
- Utilize digital learning platforms including **Google Classroom, Schoology, and PowerSchool** to support instruction and assessment.
- Currently enrolled in **Idaho Educational Law training** to deepen understanding of state policy, compliance, and instructional governance.

7th Grade ELA Teacher & Sunshine Committee Lead
Rigby Middle School | Aug 2020 – June 2023

- Designed six standards-aligned instructional units using **Rigorous Curriculum Design (RCD).**
- Analyzed student data and created PLC data boards to improve instructional outcomes.
- Collaborated in PLCs to align curriculum, assessment, and instruction.
- Implemented **SOAR/CORE SEL curriculum** and state assessment preparation.

- Experienced with **ISAT Portal**, PowerSchool, Schoology, and Microsoft 365.
- Completed professional learning through the **Idaho Humanities Council (Civil Discourse Course)**.
- Led staff culture and faculty engagement initiatives.

7th/8th Grade ELA & Computer Science Teacher
Donald J. Hobbs Middle School | Aug 2019 – May 2021

- Developed curriculum for blended and hybrid learning environments.
- Adapted instructional materials for IEP, 504, and ESL learners.
- Administered state-aligned benchmark assessments **(STAR, ISAT prep)**.
- Collaborated with counselors, families, and instructional teams to improve student achievement.

Secondary English Teacher (Grades 9–12)
College Park High School | Aug 2017 – June 2019

- Routinely collaborated with mentor teachers and actively participated in constructing meaning focus groups to provide inclusive classroom instruction for English language learners.
- Developed, administered, and corrected formative and summative assessments in a timely manner. ·
- Managed classroom, coursework, and materials between 4 different classrooms.
- Successfully coordinated field trip to San Francisco Public Library using public transportation

Lynette Leonard

Professional Summary

STEM education/Library leader and parent with extensive experience designing and implementing innovative programs that expand access to high-quality STEM learning. Proven expertise in building regional partnerships, securing competitive funding, and leading initiatives that strengthen community engagement and career-connected learning. Skilled in convening diverse stakeholders, aligning local efforts with statewide priorities, and driving measurable outcomes. Passionate about advancing equity in education, empowering learners of all ages through collaborative, future-focused initiatives and Idaho State Standards.

EXPERIENCE

Librarian / STEM SmartLab Facilitator
Southside Elementary – Cocolalla, ID | Nov 2016 – Present

- Aligned library resources, STEM activities, and instructional support with Idaho Content Standards to enhance student learning across multiple subject areas.
- Collaborated with teachers to design and implement PBL units that integrated multiple Idaho Content Standards from various disciplines, ensuring rigorous, cross-curricular learning experiences.
- Managed school library resources with high attention to detail, including cataloging, maintaining, and updating collections to ensure accuracy and alignment with academic goals.
- Served as Testing Coordinator, collecting, verifying, and reporting data with precision to meet district, state, and federal compliance standards.
- Managed multiple grants and budgets, maintaining accurate financial records and monitoring expenditures to ensure transparency and accountability.
- Developed and facilitated hands-on STEM programs, applying Idaho content standards, data-driven planning and consistent documentation to track participation, outcomes, and program effectiveness.
- Built and maintained partnerships with local businesses, nonprofits, and educational organizations, demonstrating strong communication, reliability, and independent project management skills.
- Secured full funding for Idaho's first STEM SmartLab through grant writing and coordination efforts, using organized data tracking and detailed documentation for funders and stakeholders.
- Led community outreach initiatives and events, gathering feedback and recording engagement metrics to guide future planning and improve access to STEM opportunities.

SKILLS

- Data Collection & Verification
- Detail-Oriented Record Keeping
- Data Analysis & Reporting

- Participated in regional and national STEM networks, analyzing and sharing actionable data, trends, and best practices to support statewide STEM improvement.
- Served on school and district leadership committees, using analytical skills and thorough documentation to support policy recommendations and STEM-related decision-making.
- Advised and coached STEM Teams and Student Ambassadors, incorporating regular data collection, performance tracking, and progress reporting to foster leadership and program growth.

Camp Invention Director
National Inventors Hall of Fame – Sagle, ID | Seasonal 2024, 2025

- Directed daily operations of STEM camps, coordinating cross-functional teams to deliver high-quality learning experiences.
- Trained and mentored instructors, fostering professional development and collaborative leadership.
- Maintained program evaluation data to inform continuous improvement and strategic decision-making.

Field Instructor
Sole – Sandpoint, ID | Jun 2014 – Sep 2016

- Designed experiential learning programs integrating STEM and outdoor education for K–12 students.
- Cultivated partnerships with local organizations to strengthen program offerings and community impact.
- Collaborated with educators to ensure alignment with academic standards and regional educational priorities.

Day Camp Director
Boys Scouts of America – Inland NW Region | Jun 2016 – Aug 2019

- Oversaw multiple camp programs, developing age-appropriate STEM and leadership activities.
- Built cross-sector collaborations to enhance learning experiences and expand community engagement.
- Evaluated program outcomes and used data to inform strategic program adjustments.

Paraprofessional
Southside Elementary – Cocolalla, ID | Oct 2014 – Nov 2016

- Supported diverse learners through tailored instruction, assessments, and community-building initiatives.

- Technology Proficiency (databases, digital tools, assessment systems)
- Independent & Self-Directed Work
- Team Collaboration & Communication
- Budget & Grant Management
- Program/ curriculum Development & Implementation
- Inventory & Resource Management
- Problem Solving & Troubleshooting
- Customer/Client Service & Professional Communication
- Partnership & Stakeholder Coordination
- Organizational & Time-Management Skills
- Accuracy in Documentation
- Reliability & Strong Work Ethic

AWARDS/ ACCOMPLISHMENTS

2019 INDEEDS-STEM Educator Award

2020 Spearheaded efforts that led to initial STEM

- Collaborated with multidisciplinary teams to improve student outcomes and implement inclusive practices.
- Ensured student learning experiences met Idaho Content Standards across multiple subject areas.

Preschool / Daycare Provider
Leonard Preschool – Creedmoor, US | Feb 2010 – Aug 2013

- Developed early STEM curricula fostering cognitive and social development.
- Maintained compliance with regulatory standards while delivering innovative, hands-on learning experiences.

Student Services Secretary
Weber School District – Ogden, UT | Aug 1995 – Aug 2001

- Managed data systems and grant-supported programs, ensuring compliance and contributing to district educational initiatives.
- Built partnerships with community organizations to strengthen district-wide programs and student services.

School Certification for the Southside Elementary

2020 Spearheaded imitative to bring Idaho First STEM Smartlab

2025 Spearheaded efforts that led to recertification of STEM School Designation for Southside Elementary

EDUCATION
Bachelors of Science-Family Studies
Weber State University
1993 - 1998

CERTIFICATES
NC Environmental Ed Certificate
Master Naturalist

References

Taushina Wilson

Vocational Rehabilitation Counselor

WORK EXPERIENCE

Nez Perce Tribe – Lapwai, ID *2023 - Present*
Vocational Rehabilitation Counselor (*August 2024 – Present*)
Vocational Rehabilitation Specialist (*March 2023 – August 2024*)

- Provide employment counseling and planning for Native Americans who have a documented disability.
- Complete intake interviews, eligibility determination, development of an employment plan (IPE), needs assessment.
- Case management, both physical files and electronic files.
- Time management.
- Basic office environment tasks: data entry, filing, answering the phone, scheduling.
- Maintain an extremely high level of confidentiality.
- Maintain the NPTVRS Facebook page, with event updates, staffing and all things pertinent to NPTVRS.
- 75 hours of transition class in Lapwai High School.

Nimiipuu Health Optometry – Lapwai, Idaho *2020 - 2023*
Optician/Optometry Technician/Receptionist, 2.5 year

- Dispense glasses to patients. Order glasses while maintaining a high level of accuracy when placing the orders. Repair glasses using optical tools.
- Process payments; over-the-phone and in person.
- Process referrals to outside optometry offices. Follow-up on referrals that were sent out. Request exam notes from outside offices.
- Track glasses inventory with Microsoft Excel. Check email communication daily with Outlook.
- Uphold HIPPA standards. Schedule appointments.
- Triage potential urgent patients.
- "Work up" patients prior to their exam with the doctor, this includes several different ocular tests and starting and modifying the doctor's exam note and carrying over all pertinent information from previous exams, if there were any.
- Attend meetings on Provider's behalf, take thorough notes, and submit those notes in a timely manner.

Nez Perce Tribe – Lapwai, Idaho *2019 - 2020*
Payroll Clerk, 1 year

- Overseen payroll for several departments within the Nez Perce Tribe using Microsoft Excel Process various payroll deductions. Departments were strategically categorized and organized using Microsoft Excel.
- Accounts payable.
- Process bonus checks, per-cap checks for tribal members.

CaptionCall – Meridian, Idaho *2016 - 2019*
Captioning Agent, 3 years
- Provide excellent customer service by dictating/captioning a variety of conversational topics verbatim.
- Maintain a high level of dictation speed and accuracy.
- Maintain strict consumer confidentiality.
- Complete other duties and projects as assigned.
- Basic computer skills including knowledge of MS Windows.
- Several awards for perfect attendance and high scoring accuracy on calls.

Preferred Community Homes – Boise, Idaho
Resident Assistant/CNA, 7 years *2008 – 2015*
- Assist residents in activities of daily living.
- Count and keep an accurate record of the medications.
- Distribute medications to residents at the correct time and correct dosage.
- Basic housekeeping.
- Encourage the residents to work through their programs and encourage independence.

EDUCATION

Northwest Indian College – Lapwai, Idaho *2023 – Current*
Bachelor of Arts in Community Advocates and Responsive Education in Human Services with a concentration in Tribal Vocational Rehabilitation
- Expected graduation date, 2025
- 4.0 Accumulative GPA
- Tribal Vocational Rehabilitation Certificate awarded on June 21, 2024.

College of Western Idaho – Nampa, Idaho *2012 - 2019*
Associates in Liberal Arts
- Graduated in May 2019.
- Phi Theta Kappa Honor Society for maintaining a 3.5 GPA and higher.

Indian Bible College – Flagstaff, Arizona *2004 – 2007*
Associates in Biblical Studies
- Held various roles in student government, including student body president.
- Coordinate service projects to various Native communities across the U.S.

AWARDS/HONORS
- Phi Theta Kappa Honor Society for maintaining a 3.5 GPA or higher.
- Several awards for perfect attendance while from employers.

SKILLS
- Motivational Interviewing
- Case Management
- Cultural Competency
- ARK Software
- Microsoft Excel / Outlook / Word
- Social Media Communications

PROFESSIONAL Involvement

Consortia of Native Americans in Rehabilitation, Inc. bylaws Committee since December 2023.

- We scrutinize and combine our critical thinking and editing to improve our current policies and procedures.

BOISE STATE UNIVERSITY

SUBJECT

Bachelor of Science in Health Science and Online Program Fee in Lieu of Tuition

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University proposes a Bachelor of Science (BS) in Health Science to be offered utilizing an online program fee in lieu of tuition. This degree will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs.

The proposed program is the fully online version of the highly successful BS in Health Studies program, which had 791 declared majors as of fall 2025. The new BS in Health Science program will equip students with the skills needed to pursue both clinical and non-clinical careers, grounded in a strong foundation in health sciences. Students will examine healthcare services and systems, as well as collaborative strategies essential to improving the health of patients and communities, while maintaining flexibility to pursue a broad range of interests within the field of health science.

IMPACT

According to the Occupational Outlook Handbook, overall employment in healthcare occupations is projected to grow much faster than the average for all occupations from 2024 to 2034. About 1.9 million openings are projected each year, on average, in these occupations due to employment growth and the need to replace workers who leave the occupations permanently. Rural communities, like those in Idaho, are particularly prone to healthcare workforce shortages.

The on-campus version (BS in Health Studies) of this degree has long been a flexible, general health degree that provides an attainable and valuable bachelor's option for students interested in graduate clinical programs and general areas of health, working health professionals that seek a more advanced degree, and students who start a clinical pathway and choose another route along the way. The new BS in Health Studies program will be beneficial in providing an additional option for our online students, transfer students, and rural communities throughout Idaho. This program will serve as a critical pipeline to fulfill the need for more clinical staff and healthcare support staff in Idaho and the country.

The program's overall size will be scaled to demand, with new instructional costs at the 40-student threshold. Classes are currently available online for our certificate programs, and no new instructional costs are expected to be incurred until FY 27.

The student fee will be in accordance with the Online Program Fee as defined in

the Board Policy V.R.,3.b.ii. The price-point of $395 for the proposed online certificate aligns with the majority of Boise State University's undergraduate online programs.

The program will rely predominantly on existing departmental resources and currently offered courses. Existing administrative staff in the School of Public and Population Health will support early stages with plans to transition to permanent staff positions as enrollment grows and revenue increases. Instructional costs are expected to be minimal, relying on existing courses with sufficient capacity. The program budget includes potential costs for adjunct instructors, if needed. Expenditures are expected to be $122,503-$230,570 over a four-year period.

ATTACHMENTS

Attachment 1 – Bachelor of Science in Health Science Short Proposal and Budget

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The proposed program is consistent with Boise State's Three-Year Plan for Delivery of Academic Programs for implementation in Fall 2026 (see Attachment 2). Based on the information provided, adding an online, BS in Health Science under the existing BS in Health Studies will better serve transfer students, rural learners, and other non-traditional populations. The online BS mirrors the same 120-credit requirements as the on-campus degree, however, provides greater general-education flexibility to ensure course availability online. The distinct name "BS in Health Science" will help differentiate the online program from the on-campus BS in Health Studies and will reduce student confusion.

Boise State's request to assess an online program fee of $395 per credit for the BS in Health Science aligns with criteria as defined in Board Policy V.R. to include that the online program fee is in lieu of tuition and all other Board-approved fees.

The proposal completed the program review process and was presented to the Council on Academic Affairs and Programs on January 29, 2026, and to the Instruction, Research, and Student Affairs on April 2, 2026. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to charge an online program fee of $395 per credit in lieu of tuition for the online Bachelor of Science in Health Science, in conformance with the program budget submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

Short Proposal Form

Academic / Career Technical Programs

Institutional Tracking No.							
Date of Proposal Submission:	January 26, 2026						
Name of Institution:	Boise State University						
Name of College, School, or Division:	College of Health Sciences						
Name of Department(s):	School of Public and Population Health						
Proposed Program Title or Name of Instructional/Administrative Unit:	Bachelor of Science in Health Science						
CIP code or Modification of CIP Code:	51.9999						
Method of Delivery: Indicate percentage		On campus		Hybrid (____%)	x	Online (100%)	
Implementation Date:	Fall 2026						
Geographical Delivery:	Location(s)	Boise			Region(s)	III	

Is this program or certificate listed in the most recent approved Three-Year Plan?		Yes	x	No (off-cycle request required. Attach to proposal.)		
Indicate (X) if the program includes a fee request consistent with Board Policy V.R.		Self-Support fee		Professional Fee	x	Online Program Fee

James Powers (Jan 26, 2026 11:46:51 MST)	01/26/2026	Patty Sanchez	2/9/2026
College Dean/Graduate Dean **(as applicable)**	Date	Academic Affairs Program Manager, OSBE	Date
			02/09/2026
Vice President for Research **(as applicable)**	Date	Chief Financial Officer, OSBE	Date
Jeff Banka (Jan 26, 2026 14:50:52 MST)		Heidi Estes	2/9/2026
FVP/Chief Fiscal Officer	Date	Chief Academic Officer, OSBE	Date
Zeynep Hansen (Jan 26, 2026 14:02:10 MST)	01/26/2026		
Provost/VP for Instruction	Date	Chief Program Officer, IDCTE	Date
Sarah Maslakow (Feb 4, 2026 17:10:25 MST)	02/04/2026		
President	Date	SBOE Approval *(if required)*	Date

Executive Director or designee/State Administrator, IDCTE Approval Date

This proposal form must be completed for certificates and program changes as provided in Board Policy III.G.3.b. *Actions Requiring a Short Proposal*.

SECTION A: Complete for Academic Programs

Indicate those that apply to this request:

- [ ] Undergraduate Certificate (30 credits or more*)
- [ ] Graduate Certificate (30 credits or more*)
- [ ] Specialized Certificate (30 credits or more*)

*Below $250,000 per fiscal year.

Proposed Action

- [ ] Addition of an undergraduate certificate to an existing undergraduate program
- [x] Addition of an undergraduate degree to an existing undergraduate program
- [ ] Modification of existing academic programs
  - [ ] Splitting an existing program into two or more programs
  - [ ] Consolidating two or more programs into one stand-alone program
  - [ ] Converting one or more program options, emphases, or specializations into a stand-alone program (does not apply to doctoral programs) *
  - [ ] Converting or transitioning a degree level type (i.e. BA to BS)
  - [ ] Converting or transitioning a certificate type (i.e. TC to BTC)
  - [ ] Establishing a dual degree from existing programs
  - [ ]

- [ ] **Other**
  - [ ] New programs consisting of multiple certificates with similar coursework
  - [ ] Program name changes related to Statewide Program Responsibilities (requires Board approval)
  - [ ] Deviation from certificate or degree program credit definitions (Board Policy III.E.)
  - [ ] Modification to existing academic instructional or administrative units to include consolidation of existing units and of splitting existing units.

SECTION B: Complete for Career Technical Programs

Indicate those that apply to this request:

- [ ] Basic Technical Certificate
- [ ] Intermediate Technical Certificate
- [ ] Advanced Technical Certificate
- [ ] Associate of Applied Science Degree
- [ ] Specialized Certificate

Proposed Action

- [ ] Addition of a certificate or degree to an existing program
- [ ] Inactivation of a career technical program
- [ ] Modification of existing career technical programs
  - [ ] Splitting an existing program into two or more programs
  - [ ] Consolidating two or more programs into one program
  - [ ] Converting one certificate or degree option into a stand-alone program
  - [ ] Converting/transitioning a certificate or degree level type (i.e. BTC to ITC)
  - [ ] Addition of online option to an existing program
  - [ ] Transition program to exclusively online format
  - [ ] Transition of program with less than 50% of courses offered online exclusively to 50% or more of courses offered online exclusively.

- [ ] Other
  - [ ] Addition or removal of courses representing a significant departure from existing CTE program offerings.
  - [ ] Modification to instructional/administrative units

SECTION C: Complete for all programs

1. Provide an overview of the changes, including the need and rationale for the proposed action. Identify any existing program or unit that this program will impact. For any certificates, identify if it is an embedded certificate and describe which majors, minors, or programs of study within which it is embedded or for which majors or minors it will be recommended. If it is a stackable certificate, please describe the additional certificates a student might pursue and the credential it leads to. If it is a standalone credential, please identify the specific workforce demand or industry need that it is designed to meet. Include the total number of credits required to complete the certificate, and describe the method of delivery (e.g., in-person, online, hybrid).

The long-standing on-campus Bachelor of Science (BS) in Health Studies, which has 791 declared majors as of Fall 2025, has long served as a flexible, general health program that prepares students for graduate clinical programs, careers in health-related fields, and advancement opportunities for working health professionals. This proposal seeks to add a fully online Bachelor of Science in Health Science option to better serve transfer students, rural learners, military-affiliated students, and other non-traditional populations.

Similar to the on-campus program, the fully online Bachelor of Science in Health Science is a flexible, general health degree that provides an accessible and valuable bachelor's option for students interested in graduate clinical programs and broad areas of health, working health professionals seeking degree advancement, and students who begin a clinical pathway and later choose an alternative route. The program will consist of the same degree requirements as the on-campus BS in Health Studies (120 credits), with increased flexibility in general education requirements to ensure course availability. Using the distinct title BS in Health Science differentiates the fully online program from the on-campus BS in Health Studies, and reduces confusion for students.

2. Discuss impact of proposed action on student enrollment, if any. Using the chart below, provide projected new additional enrollments for any proposed certificate or modified programs:

Estimated New Enrollment			
Year	**Fall**	**Spring**	**Summer**
	Headcount	Headcount	Headcount
2026-27	20	20	5
2027-28	30	30	5
2028-29	30	30	5
2029-30	30	30	5
2030-31	30	30	5

3. **Educator Endorsement/Certification Programs**. All new initial educator preparation programs that lead to an Idaho educator endorsement/certification require review and recommendation facilitated by the Office of the State Board of Education or the Idaho Division of Career Technical Education as appropriate and approval from the Idaho State Board of Education. **This is not applicable for career technical programs.**

Will this program include a new initial educator preparation program leading to an Idaho educator endorsement/certification?

Yes_____ No__x___

If yes, on what date was the new program application endorsement/certification submitted to the Office of the State Board of Education or Idaho Division of Career Technical Education

Date _____

All new program applications for endorsement/certification are submitted via CANVAS by the educator preparation provider dean, assistant dean, or director.

4. **Curriculum Requirements and Learning Outcomes**.

a. For Academic Programs. Provide a summary of program requirements using the following table.

Credit hours in required courses offered by the department (s) offering the program.	33-34
Credit hours in required courses offered by other departments.	0
Credit hours in institutional general education curriculum.	37-40
Credit hours in free electives **(for academic programs)**	49-50
Total credit hours required for degree program	**120**

b. Curriculum. Provide the curriculum for the program, including a listing of course titles and credits in each.

Bachelor of Science in Health Science		
Course	**Title**	**Credits**
Idaho General Education and University Foundation Requirements		
ENGL 101	Writing and Rhetoric I (FW)	3
ENGL 102	Writing and Rhetoric II (FW)	3
UF 1XX	University Foundations I	3
UF 2XX	University Foundations II	3
	Foundations of Arts (FA)	3
	Foundations of Oral Communication (FC)	3
	Foundations of Humanities (FH)	3-4
	Foundations of Mathematics (FM)	3-4
	Natural, Physical, & Applied Sciences course with lab (FN)	4
	Natural, Physical, & Applied Sciences course in second field (FN)	3-4

HSCI 110	Introduction to Health Science and Public Health (FS)	3
	Foundations of Social Sciences course in a second field (FS)	3
		37-40
Major Requirements		
HSCI 101	Medical Terminology	3
HSCI 210	Healthcare Delivery Systems	3
HSCI 300 or 355	Pathophysiology or Human Health and Disease	3-4
HSCI 305	Determinants of Health and Wellness	3
HSCI 310 or 315	Evidence-Based Public Health or Ethical and Legal Considerations in Patient Care	3
HSCI 356	Promoting Mental Health and Wellbeing	3
HSCI 382	Research Methods in Health	3
HSCI 480	Epidemiology for Clinical and Public Health Practice	3
HSCI 490	Capstone Experience (FF)	3
	HSCI electives	6
		33-34
Electives		
	Upper division electives	12-19
	Electives	28-38
		120

c. ***For Career Technical Programs***, if the proposed action is a new certificate or modification to an existing program, attach an *IDCTE Program Profile*.

N/A

5. Resources Required for Implementation – Financial Impact and Budget.

a. Discuss organizational arrangements required within the institution to accommodate the proposed action, including administrative, staff, and faculty hires, facilities, student services, library, etc. Include a statement regarding total cost to students. If there is no financial impact as defined in Board Policy III.G.1.f[1], include a statement to indicate there is no financial impact. Completion of the budget form is required if there is a financial impact.

Implementation of the online option for this degree will rely predominantly on existing departmental resources and currently offered courses. Initial program oversight and management will be provided by the Director of Academic Operations. Administrative support during the initial phase will be drawn from existing School of Public and Population Health staff, with a plan to transition to permanent positions as enrollment growth and associated revenues support the corresponding staffing expenses.

[1] Financial Impact shall mean the total financial expenditures, regardless of funding source, needed to support personnel costs, operating expenditures, capital outlay, capital facilities construction or major renovation, and indirect costs that are incurred as a direct result of establishing, modifying, or discontinuing a new instructional program, instructional unit, or administrative unit. Revised per Board Policy III.G, June 2024.

Instructional costs are expected to remain minimal, as existing courses have sufficient capacity to accommodate additional students. However, the budget includes provisions for personnel expenses, specifically identifying potential costs associated with adding adjunct instructors should the need arise.

Online program fees generated through student credit hours will be shared with Boise State University Extended Studies to support marketing of online programs, student success resources and retention efforts, faculty course development stipends, administrative expenses related to program development and project management, library learning materials and resources, and a limited allocation for innovation grants to support future program development.

See the attached short budget template.

Estimated Fiscal Impact	FY 27		FY 28		FY 29		FY 30	
A. Revenue	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Reques	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Institution Funds								
3. Federal								
4. New Tuition Revenues from Increased Enrollments								
5. Student Fees	$0.00	$225,545.00	$0.00	$296,645.00	$0.00	$296,645.00	$0.00	$296,645.00
6. Other (i.e., Gifts)								
Total Revenue	$0	$225,545	$0	$296,645	$0	$296,645	$0	$296,645

B. Expenditures	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Personnel	$0.00	$53,352.43	$0.00	$103,939.86	$0.00	$135,522.61	$0.00	$139,620.92
2. Operating								
3. Equipment								
4. Facilities								
5. Other Costs: Boise State University Support		$69,150.39		$90,949.09		$90,949.10		$90,949.10
Total Expenditures	$0	$122,503	$0	$194,889	$0	$226,472	$0	$230,570
Net Income (Deficit)	$0	$103,042	$0	$101,756	$0	$70,173	$0	$66,075

Budget Notes (specify row and add explanation where needed; e.g., "I.A.,B. FTE is calculated using..."):

A.5	Student fees calculated as $395 online program fee per credit times credits generated per fiscal year. To be conservative, assume in calculations that per-credit fee does not increase over time. We expect to generate 571 SCH (about 45 students) in FY27, 751 SCH (65 students) in FY28, 751 SCH (65 students) in FY29, and 751 SCH (65 students) in FY30.
B.1	Personnel costs are calculated using a share of expected course load of the already existing courses for online program fee students, and adjunct staffing costs once program is at capacity. The share of costs for existing course load for online program fee students are estimated to be 15.9% FTE in FY27, 14% FTE in FY 27, 0.9% FTE in FY28, and 0.9% FTE in FY29. This share reduces as courses are staffed by adjuncts based on full enrollment. And includes 2% for staff support each year. Salary and benefits are adjusted and include a 3% CEC increase for
B.5.	Boise State University Support includes expenses for marketing online programs, providing student success resources and support for retention; course development stipends to faculty, administrative expenses for program development and project management, library learning materials and resources, and a small amount for innovation grants for future program development.

BOISE STATE UNIVERSITY

SUBJECT

Master of Science in Applied Artificial Intelligence and Online Program Fee in Lieu of Tuition

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University proposes a new fully online Master of Science in Applied Artificial Intelligence to be offered utilizing an online program fee in lieu of tuition. This degree will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs. Designed for flexibility, the program serves working professionals in Idaho and beyond and supports the state's workforce and innovation goals by expanding access to high-quality AI education.

The online Master of Science in Applied Artificial Intelligence is designed to address growing demand for advanced AI expertise across industry, government, and national laboratories. The program emphasizes applied learning in the design, implementation, and deployment of artificial intelligence systems, preparing graduates to work with modern machine learning, deep learning, and intelligent system architectures. The program is open to students holding a bachelor's degree in any discipline. The program's admissions model allows professionals from technical and non-technical fields to pursue graduate-level AI education without traditional barriers. A preparatory AI Foundations Bridge module supports students from non-technical backgrounds by providing essential preparation in programming, data literacy, and computational reasoning.

IMPACT

Graduates of the program will be prepared to apply AI methods in their professional domains, design intelligent and responsible systems, and lead interdisciplinary teams that connect human expertise with computational intelligence. They will be able to develop, evaluate, and deploy AI models, integrate them into existing systems, and assess their ethical, legal, and societal implications. As a workforce accelerator, the program will serve as a direct talent pipeline for Idaho's expanding AI economy, while contributing to national goals in scientific innovation, energy resilience, cybersecurity, and digital transformation. Through strategic partnerships with Idaho National Lab (INL), Pacific Northwest National Laboratory (PNNL), Micron, HP, Simplot, Albertsons, Intel, Amazon Web Services (AWS), and NVIDIA, the Master of Applied Artificial Intelligence program positions Boise State University as a leader in AI education, innovation, and workforce development - regionally, nationally, and globally.

The Idaho Department of Commerce has expressed strong support for Boise State

University's proposed online Master of Science in Applied Artificial Intelligence, noting that the program directly advances Idaho's innovation and workforce goals. The Department cited the program's affordable, fully online delivery model, which expands access to AI education, as well as its ability to provide strategic pathways for Idaho National Laboratory and industry professionals to pursue advanced credentials without relocating. These features further position Idaho as an attractive destination for high-tech investment.

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.b. ii. The price-point of $825 per credit for the proposed online program is determined based on estimated expenses for instruction and support personnel expenses and projected enrollment in the program.

Over the four-year period, total program expenditures are projected to range from $183,235 to $673,621, with a deficit expected during the first two years as enrollment grows and initial investments are made. By Year 4, revenue is projected to reach $549,643, driven by increased student credit hours. The program will leverage existing faculty and the School of Computing's infrastructure while incorporating additional support through a lecturer, graduate teaching assistants, adjunct instructors, and program staff as needed. All online courses will be developed by faculty to ensure alignment with best practices and institutional standards for online instruction. Physical resource needs are minimal, with the budget allocating $6,000 annually for instructional technology.

ATTACHMENTS

Attachment 1 – Master of Science in Applied Artificial Intelligence Proposal
Attachment 2 – Boise State University Three-Year Plan for Delivery of Academic Programs

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The program's size will be scaled to demand for the program. Boise State University anticipates four initial enrollments at implementation for the proposed master's program, reaching sixty-four by year five, and graduating three students by year two, reaching thirty by year five.

Because the proposed program will use the online program fee model, minimum enrollment thresholds are based on course registrations, which directly generate revenue, as outlined in the program proposal. The program specifies that if enrollment falls below 28 students after the census date for Spring 2029 (Year 3), it will be evaluated and may undergo significant changes informed by student feedback and financial performance. Additionally, if the cumulative five-year student headcount remains below 50 by the census date of Fall 2030 (Year 5), the degree program may be considered for discontinuation.

Boise State University's request to offer a Master of Science in Applied Artificial Intelligence aligns with its current institutional Three-Year Plan for the Delivery of Academic Programs (see Attachment 2). At present, no institution holds statewide

program responsibility for computer and information sciences–related programs. Although the proposal notes that no institutions currently offer a master's degree in artificial intelligence, the University of Idaho has also submitted a proposal for a Master of Science/Master of Engineering in Artificial Intelligence, with planned implementation in Fall 2026.

Boise State's Applied Artificial Intelligence program is designed to serve students without a computer science background and focuses on enabling them to apply Artificial Intelligence within their discipline and career. The program is delivered through an accessible, fully online format. In contrast, the University of Idaho's programs focus on more advanced technical and research-oriented training, offering both thesis and non-thesis pathways. Collectively, these programs address Idaho's workforce needs by preparing both applied AI practitioners and advanced AI researchers and developers.

Boise State includes a request to assess an online program fee of $825 per credit for the proposed new master's program align with criteria as defined in Board Policy V.R. to include that the online program fee is in lieu of tuition and all other Board-approved fees.

The proposal completed the program review process and was presented to the Council on Academic Affairs and Programs on March 26, 2026, and to the Instruction, Research, and Student Affairs on April 2, 2026. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to offer an online Master of Science in Applied Artificial Intelligence and charge an online program fee of $825 per credit in conformance with the program budget submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

Full Proposal Form

Academic / Career Technical Programs

Institutional Tracking No.						
Date of Proposal Submission:	January 26, 2026					
Name of Institution:	Boise State University					
Name of College, School, or Division:	College of Engineering					
Name of Department(s):	School of Computing					
Proposed Program Title:	Master of Science in Applied Artificial Intelligence					
Degree Information:	Degree Level: Graduate		Degree Type: Master			
CIP Code or Modification of CIP Code:	11.0102					
Method of Delivery: Indicate percentage		On Campus (0%)		Hybrid (0%)	X	online (100%)
Will the program be offered at Idaho correctional facilities? Indicate percentage and method.		No				
Implementation Date:	Fall 2026					
Geographical Delivery:	Location(s)	Online	Region(s)	III		
Is this program listed in the most recent approved Three-Year Plan?	X	Yes		No (Off-cycle request required prior to proposal submission)		
Indicate (X) if the program is: (Consistent with Board Policy III.Z.)		Regional Program Responsibility		Statewide Program Responsibility		
Indicate (X) if the program includes fee request consistent with Board Policy V.R.		Self-Support fee		Professional Fee	X	Online Program Fee

Proposals must have appropriate institutional signatures provided below prior to submission to OSBE's Proposal Submission System. Signatures from OSBE and IDCTE staff will be applied, indicating review and/or approval as required in Board Policy III.G.

Amy Fleischer		Patty Sanchez	3/12/2026
College Dean	Date	Academic Affairs Program Manager, OSBE	Date
	01/27/2026		03/12/2026
Graduate Dean/other (as applicable)	Date	Chief Financial Officer, OSBE	Date
		Dixie Ester	3/17/2026
Vice President for Research (as applicable)	Date	Chief Academic Officer, OSBE	Date
Jeff Banka (Jan 30, 2026 16:22:16 MST)			
FVP/Chief Fiscal Officer	Date	Assistant Administrator, IDCTE	Date
Zeynep Hansen (Jan 30, 2026 11:28:33 MST)	01/30/2026		
Provost/VP for Instruction	Date	State Administrator, IDCTE Approval	Date
Sarah Maslakow (Feb 4, 2026 17:11:13 MST)	02/04/2026		
President	Date	Executive Director or Designee Approval	Date

SBOE Approval (if required) Date

Before completing this form, refer to Board Policy Section III.G., Postsecondary Program Approval and Discontinuance.

SECTION A: Complete for Academic Programs

Indicate those that apply to this request:

- [ ] Undergraduate Program
- [x] Graduate Program
- [ ] Undergraduate Certificate (30 credits or more)
- [ ] Graduate Certificate (30 credits or more)
- [ ] Specialized Certificate (above $250k/FY)

Proposed Action

- [x] New Program
- [ ] New branch campus or change in location
- [ ] Modification of Existing Academic Programs
  - [ ] Converting one program option to a stand-alone program
  - [ ] Consolidating two or more programs into one program
  - [ ] Splitting an existing program into two or more programs
  - [ ] Program expansion outside an institution's Designated Service Region except for statewide responsibility programs. See III.Z.

***Contracts associated with this proposal must be included with the proposal and require full Board approval consistent with Board Policy V.N. Grants and Contracts.**

SECTION B: Complete for Career Technical Programs

Indicate those that apply to this request:

- [ ] Basic Technical Certificate
- [ ] Intermediate Technical Certificate
- [ ] Advanced Technical Certificate
- [ ] Associate of Applied Science Degree
- [ ] Specialized Certificate

Proposed Action

- [ ] New Career Technical education program
- [ ] Expansion of Existing Program
- [ ] Modification of Existing Program
  - [ ] Converting one certificate or degree option within a career technical program to a stand-alone program
  - [ ] Consolidating two or more programs into one program
  - [ ] Adding career technical certificates or degrees to existing program
  - [ ] Program expansion outside an institution's designated service region

SECTION C: Complete for all programs unless otherwise noted.

Rationale for Creation or Modification of the Program

1. **Provide a detailed description of the proposed program request including the specific changes that will occur as a result.** What type of substantive change are you requesting (i.e., new program, program modification? Will this program be connected or integrated with any other existing programs on campus? If so, please specify which ones and explain the nature of these relationships. Identify any current programs that this new program will replace or phase out. If the proposed program is an associate degree, please explain how it supports transferability to four-year institutions, including any established articulation agreements or transfer pathways.

   Boise State University proposes the creation of a new graduate degree program in Applied Artificial Intelligence in a fully online format. The proposal describes a wholly online program that will award a Master of Science in Applied Artificial Intelligence (APPAI).

   The Online Master of Science in Applied Artificial Intelligence is conceived as an interdisciplinary and accessible graduate program that directly addresses Idaho's and the nation's accelerating demand for professionals capable of understanding, building, and

responsibly applying artificial intelligence systems. Artificial Intelligence has become a foundational technology across scientific, industrial, and public sectors. From materials discovery and semiconductor fabrication to agriculture, retail, finance, and energy, organizations are rapidly integrating AI into operations, analytics, and decision-making. The APPAI program provides the educational and technical infrastructure needed to equip professionals from all disciplines—science, engineering, business, law, healthcare, and the humanities—with the knowledge, computational proficiency, and ethical understanding required to participate fully in this transformation.

The APPAI program is a hands-on master's program designed to teach the design, coding, and deployment of advanced AI systems. Students learn to implement machine learning and deep learning models, work with high-performance and distributed computing environments, and explore Agentic AI frameworks—the next generation of intelligent architectures that combine reasoning, planning, and autonomous action. The curriculum emphasizes technical fluency in Python and leading frameworks such as PyTorch and TensorFlow, while providing experience with industrial and cloud infrastructures from Intel, AWS, and NVIDIA, ensuring alignment with the AI standards used across national laboratories and the private sector.

Equally important, the APPAI program embodies Boise State's mission of accessibility and inclusion. Admission is open to all students holding a bachelor's degree, regardless of prior academic discipline. This open model allows scientists, engineers, business professionals, lawyers, educators, and other professionals to pursue graduate-level AI education without traditional barriers. A preparatory AI Foundations Bridge module enables students from non-technical backgrounds to gain essential programming, data literacy, and computational reasoning skills before entering the core curriculum. Delivered entirely online and designed for flexibility, the APPAI can be completed in one to three years, making it ideal for working professionals in Idaho and beyond.

Graduates of the APPAI program will be prepared to apply AI methods in their professional domains, design intelligent and responsible systems, and lead interdisciplinary teams that connect human expertise with computational intelligence. They will be able to develop, evaluate, and deploy AI models, integrate them into existing systems, and assess their ethical, legal, and societal implications. As a workforce accelerator, the APPAI will serve as a direct talent pipeline for Idaho's expanding AI economy, while contributing to national goals in scientific innovation, energy resilience, cybersecurity, and digital transformation. Through strategic partnerships with INL, PNNL, Micron, HP, Simplot, Albertsons, Intel, AWS, and NVIDIA, the APPAI program positions Boise State University as a leader in AI education, innovation, and workforce development—regionally, nationally, and globally.

2. **Need for the Program**. Provide evidence demonstrating the student, regional, and statewide needs that this proposal aims to address. Include a description of the target student population and explain how the proposed program will effectively meet these needs.

   a. **Workforce and economic need:** Provide verification of state workforce needs that

will be met by this program. *Include job titles and cite the data source.* Describe how the proposed program will stimulate the state economy by advancing the field, providing research results, etc.

The Idaho Department of Commerce (*see Appendix* for attached letter) has expressed its strong support for Boise State University's proposed Online Master of Science in Applied Artificial Intelligence (APPAI), citing that the program directly supports Idaho's innovation and workforce goals by expanding access to AI education through affordable, fully online delivery; as well as providing strategic pathways for Idaho National Laboratory and industry professionals to pursue advanced credentials without relocation and making Idaho an even more attractive destination for high-tech investment.

Approximately 253 unique job postings from September 2024 to September 2025 required or preferred a minimum of a master's degree, with no significant increase from the previous time period (229 unique job postings from September 2023 to September 2024).

Source: Lightcast Analytics. (October, 2025). *Job Posting Analytics Report - Applied Artificial Intelligence, Idaho*.

Top Five Occupations in Idaho from September 2024 - September 2025 include the following (3 of the top 5 are on the In-Demand Career list - see asterisks):

- Computer and Information Research Scientists with 79 unique job postings
- Data Scientists with 69 unique job postings
- Computer Occupations, All Other (15-1299) with 25 unique job postings *
- Software Developers (15-1256) with 12 unique job postings *
- Industrial Engineers (17-2112) with 12 unique job postings *

In the western United States (AZ, CA, ID, MT, NV, OR, UT, WA, WY), approximately 14,009 unique job postings from September 2024 to September 2025 required or preferred a minimum of a master's degree, a 60.6% increase from the previous time period (September 2023 to September 2024).

Source: Lightcast Analytics. (October, 2025). *Job Posting Analytics Report - Applied Artificial Intelligence, Western U.S.*

The top 5 states in volume of unique job postings include:

* California (9,294)
* Washington (2,871)
* Arizona (507)
* Oregon (359)
* Utah (310)

Sample job postings in the western U.S. that require or accept a master's degree in artificial intelligence:

* Applied Scientist (GenAI), OTS DataTech AI - Amazon, Bellevue, WA
* Cybersecurity Data Scientist - Idaho National Laboratory, Twin Falls, ID
* Retail Insights Analyst - Safeway, Pleasanton, CA
* Senior AI Architect - Avanade, Boise, ID
* Senior Deep Learning Scientist - Nvidia, Santa Clara, CA

For the United States (US), approximately 40,828 unique job postings from September 2024 to September 2025 required or preferred a minimum of a master's degree. This is a 52.5% increase from the previous time period (September 2023 to September 2024).

Source: Lightcast Analytics. (October, 2025). *Job Posting Analytics Report - Applied Artificial Intelligence, United States*.

Top 3 job titles of publicly posted unique job postings include:
* Data Scientists (4,434)
* Machine Learning Engineers (1,980)
* Applied Scientists (1,708)

The following are Standard Occupational Codes (SOCs) with the highest volume of unique job postings:
* Data Scientist (13,184)
* Computer and Information Research Scientists (10,470)
* Software Developers (5,160)
* Computer Occupations, All Other (3,048)

2024-2034 National Employment Projections (for top occupational SOCs)		Employment		Job Openings due to Growth & Replacement Needs 2024-2034
		2024	2034	
Data Scientist	15-2051	245,900	328,300	82,500
Computer and Information Research Scientists	15-1221	40,300	48,300	7,900
Software Developers	15-1252	1,693,800	1,961,400	267,700
Computer Occupations, All Other	15-1299	472,000	510,500	38,500
TOTAL		2,452,000	2,848,500	396,600

Source: Bureau of Labor Statistics. (December 4, 2025). *Occupational Outlook Handbook - Occupation Finder*. Bureau of Labor Statistics. https://www.bls.gov/ooh/occupation-finder.htm

b. **Student demand.** What is the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). *Provide evidence of student demand/ interest from inside and outside of the institution.*

Four-year distance degree completion data lends perspective to the growing student demand. The table below shows distance degree completions from 2021-2024 for master's degrees in Artificial Intelligence.

Online Master's in AI	2021	2022	2023	2024
U.S. Volume of Competitors Reporting Distance Degree Completions	2	5	10	15
U.S. Distance Degree Completions	23	20	200	426
Western U.S. Volume of Competitors Reporting Distance Degree Completions	0	0	2	4
Western U.S. Distance Completions	0	0	48	70

Source: Lightcast Analytics. (October 2025). Program Overview: Artificial Intelligence.

Note: Several institutions reported completions from on-campus programs as distance programs in 2022, 2023 and 2024.

c. **Societal Need**: Describe additional societal benefits and cultural benefits of the program. **(Does not need to be completed for CTE programs)**

Idaho's innovation economy stands at a pivotal moment, with rapidly expanding technology clusters in semiconductor manufacturing, advanced agriculture, clean energy, digital services, and national laboratory research. Statewide workforce analyses consistently highlight a growing shortage of professionals equipped with advanced skills in artificial intelligence, machine learning, and scalable AI systems—skills increasingly essential across Idaho's strategic sectors. Without timely, inclusive, and scalable educational pathways, the state risks falling behind in meeting the talent demands that underpin both economic competitiveness and technological leadership.

The proposed Online Master of Science in Applied Artificial Intelligence offers an urgent, targeted solution to this gap. Crucially, the Idaho Department of Commerce recognizes the need for AI workforce development programs that are accessible to all learners, regardless of prior academic discipline, and flexible enough to serve professionals constrained by location, time, and existing job responsibilities. This program is a direct response to repeated requests from industry leaders and national laboratories for AI training that is adaptable, rigorous, and inclusive—ensuring that Idaho's workforce is not only future-ready but positioned to lead in the responsible deployment of AI systems across the economy.

3. **Program Prioritization (Does not need to be completed for CTE programs)**
Is the proposed new program a result of program prioritization?

Yes_____ No__**X**___

If yes, how does the proposed program fit within the recommended actions of the most recent program prioritization findings.

4. **Program Exemptions related to Section 67-5909D, Idaho Code.**

a. Provide the following information for each program your institution is requesting for exemption.

Program Name	Course Prefix	Course Number	Course Title	Number of Credits
N/A				

Not Applicable.

b. Provide a brief explanation for the exemption request.

5. **Credit for Prior Learning (Does not need to be completed for CTE programs)**
Indicate from the various crosswalks where credit for prior learning will be available. If no PLA has been identified for this program, enter 'Not Applicable'.

Not Applicable.

6. **Affordability Opportunities (Does not need to be completed for CTE programs)**
Describe any program-specific steps taken to maximize affordability, such as textbook options (e.g., Open Educational Resources), online delivery methods, reduced fees, compressed course scheduling, etc. This question applies to certificates, undergraduate, graduate programs alike.

This program does not require textbooks for the required core courses. Open Education Resources (OER) are planned for required courses. Some elective courses may require textbooks. The specific books and costs have yet to be determined but our objective is to keep the costs low. There are no additional course fees.

Enrollments and Graduates

7. **Existing similar programs at Idaho Public Institutions.** Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions for the past four years. **(Does not need to be completed for CTE programs)**

   No Idaho public institutions currently offer a master's degree in Applied Artificial Intelligence (distance or non-distance).

Instit.	Program Name	Fall Headcount Enrollment in Program				Number of Graduates From Program (Summer, Fall, Spring)			
		FY__	FY__	FY__	FY__ (most recent)	FY__	FY__	FY__	FY__ (most recent)
	Not Applicable								

8. **Justification for Duplication** (***if applicable***). If the proposed program is similar to another program offered by an Idaho public higher education institution, provide a rationale as to why any resulting duplication is a net benefit to the state and its citizens. Describe why it is not feasible for existing programs at other institutions to fulfill the need for the proposed program.

   Not Applicable.

9. **Projections for proposed program:** Using the chart below, provide projected enrollments and number of graduates for the proposed program:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates from Program					
Fall 2026 (1st year)	Fall 2027	Fall 2028	Fall 2029	Fall 2030		FY27 (1st year)	FY28	FY29	FY30	FY31	
4	17	33	51	64		0	3	11	19	30	

10. **Describe the methodology for determining enrollment and graduation projections.** Refer to information provided in Question #2 "Need for the Program" above.

    a. What is the capacity for the program?

The program's size will be scaled to demand for the program. The numbers in the table above reflect a reasonable and attainable scaling up. It is important to note that the headcount above is only for Fall headcount. This program will admit students in the spring and summer terms too.

b. How did you determine the projected numbers above?

The online enrollment and graduation estimates come from a rigorous analysis of year-over-year growth in comparable programs, accounting for a conservative attrition rate.

c. Describe your recruitment efforts. **(Does not need to be completed for CTE programs)**

All online programs using the alternative fee model at Boise State are supported by Extended Studies through paid brand-level awareness campaigns, organic marketing efforts, and general marketing and recruitment services. These initiatives attract prospective students to Boise State and to the online program of their interest, and nurture them through the process. Prospective students who inquire are supported by a team of Student Success Coaches who answer questions, provide resources, and guide them through application.

The College of Engineering will provide any marketing services beyond organic and brand-level campaign work and will coordinate with Extended Studies to ensure the team has up-to-date talking points about the program as they interact with prospective students. Once a student is admitted to the program, the College of Engineering is responsible for ongoing student support and advising.

11. **Minimum Enrollments and Graduates.**

a. What are the minimums that the program will need to meet in order to be continued, and what is the logical basis for those minimums?

Because the program will be utilizing the online fee model, it is best to put minimum enrollment in terms of course registrations, which are what translate to revenue. Based on estimated expenses for instruction and for support personnel expenses, estimate the minimum number of course registrations to achieve break-even is:

- Year 1: Annual credits 227, Annual unique student headcount is 17
- Year 2: Annual credits 480, Annual unique student headcount is 28
- Year 3: Annual credits 534, Annual unique student headcount is 28
- Year 4: Annual credits 761, Annual unique student headcount is 41
- Year 5: Annual credits 915, Annual unique student headcount is 49

If enrollments do not meet expectations, expenses will adjust to reflect actual activity. The program's financial sustainability will be evaluated at least annually.

b. If those minimums are not met, what is the sunset clause by which the program will be considered for discontinuance?

Programs operating under the online program fee model at Boise State University are expected to be fiscally sustainable. If enrollments do not meet expectations, expenses will be adjusted to reflect actual activity. The program's financial sustainability will be evaluated annually. If it is determined to be fiscally unsustainable in the long term, it will be discontinued. This approach ensures financial prudence.

12. **Assurance of Quality.** Describe how the institution will ensure the quality of the program. Describe the institutional process of program review. Where appropriate, describe applicable specialized accreditation and explain why you do or do not plan to seek accreditation.

Regional Institutional Accreditation: Boise State University is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). Regional accreditation of the university has been continuous since initial accreditation was conferred in 1941. Boise State University is currently accredited at all degree levels (Associate/Bachelor/Master/Doctorate).

Program Review: Boise State has instituted a new program review procedure. At the inception of new programs, the programs will submit to the Office of the Provost a three-year assessment plan to be scheduled into the Periodic Review/Assessment Reporting Cycle. The plan includes program learning outcomes; and an implementation plan with a timeline identifying when and what will be assessed, how the programs will gather assessment data, and how the program will use that information to make improvements. Then, every three years, the programs will provide Program Assessment Reports (PAR), which will be reviewed by a small team of faculty and staff using a PAR Rubric, which includes feedback, next steps, and a follow-up report with a summary of actions.

Program Development Support: The online Master of Science in Applied Artificial Intelligence will receive program development support from Extended Studies.

- Program Design: Boise State's online program development process includes a facilitated program design process to assist program faculty members in the creation of an intentional, cohesive course progression aligned to both course and program learning outcomes.
- Course Design and Development: Courses are designed and developed by a faculty member. They work with the assistance of a team of experts, which includes an instructional designer, a multimedia developer, a quality assurance specialist, and a course developer. The end result is a program version of each course. All courses for the program are developed with a consistent look and feel using a common

course template aligned with nationally recognized Quality Matters course design standards.

- Course Maintenance: The academic department is responsible for the continuous course improvement of online program courses.

Academic Integrity: Academic integrity is vital to the mission of Boise State University and encompasses the totality of academic rigor, ethical behavior, intellectual curiosity, appropriate teamwork, and persistence. All assignments submitted by a student must represent his/her own ideas, concepts, and current understanding or must cite the original source. Boise State proactively supports academic integrity by providing training, maintaining a website dedicated to academic integrity, providing tools such as pedagogical strategies, workshops, and tips for designing tests, as well as establishing policies and procedures for students who violate the academic integrity policy within the Student Code of Conduct. For this new online program, we will use the following strategies to encourage academic integrity:

- During the design and development of the curriculum and assessment of each course, instructors will be informed by staff of Boise State's eCampus Center about best practices for online course design based on Quality Matters ™ and best practice strategies to promote academic integrity in online education based on WCET's recommendations (Version 2.0, June 2009)
- Through the program development process, course production, course launch support provided by the eCampus Center, and other means, instructors will be reminded about the importance of academic integrity and encouraged to report and act upon suspected violations.
- Academic integrity will be addressed within online student orientation. Programs may require online students to complete the university's Academic Integrity Online Workshop.
- At the beginning of each course, the instructor will communicate expectations regarding academic integrity to students in the syllabus and verbally and may require completion of the university's Academic Integrity Online Workshop.

Student Authentication: Because the proposed program will be offered entirely online, it is important to include mechanisms by which we authenticate the identity of students enrolled in the program. We will use the following mechanisms:

- During the admissions process, the university will confirm required official transcripts and other documentation required for admission into the program.
- Associated with access to and use of our Learning Management System, a secure log-in environment will be provided and students will be required to use strong passwords and change them every 90 days.
- When high-stakes exams are required, faculty will be encouraged to utilize remote or online proctoring services when appropriate. In those instances, students will need to provide valid photo identification before gaining access to the graded assessments or other required activities.
- Instructors will utilize Canvas's Original plagiarism detection program when appropriate.

- Instructors are expected to be informed of and aware of the importance of student identity authentication and to report and act upon suspected violations.

13. **Doctoral Programs Only. In accordance with Board Policy III.G., an external peer review is required for any new doctoral program.** Attach the peer review report as **Appendix A**. With prior approval from the Board's Executive Director or designee, for programs that require specialized accreditation, external review for the accreditation process may supplant standard external peer review as provided in Board Policy III.G.[1]

    Not Applicable.

14. **Educator Endorsement/Certification Programs**. All new initial educator preparation programs that lead to an Idaho educator endorsement/certification require review and recommendation facilitated by the Office of the State Board of Education and Idaho Division of Career Technical Education as appropriate and approval from the Idaho State Board of Education.

    Will this program include a new initial educator preparation program leading to an Idaho educator endorsement/certification?

    Yes ____ No X

    If yes, on what date was the new program application endorsement/certification submitted to the Office of the State Board of Education or the Idaho Division of Career Technical Education

    Date _____

    All non-CTE new educator program applications for endorsement/certification are submitted via CANVAS by the educator preparation provider dean, assistant dean, or director. All new CTE educator endorsement/certification program applications are submitted to the IDCTE's Chief Educator Officer.

Educational Offerings: Curriculum, Intended Learning Outcomes, and Assessment Plan

15. **Curriculum. Provide descriptive information of the educational offering.**
    a. **Summary of requirements.** Provide a summary of program requirements using the following table.

[1] For programs that require specialized accreditation, external review for the accreditation process may supplant standard external peer review as in Board Policy III.G.a.i (2) a.i and may occur after approval of the program by the Board, if and only if receipt of initial accreditation is required before any student enrolls in the program. Institutions must receive from the Executive Director or designee approval to supplant external peer review with specialized accreditation review prior to submitting a doctoral program proposal. Institutions shall submit a copy of the specialized accreditation report to the Board Office within 30 days of completion of the review.

Credit hours in required courses offered by the department (s) offering the program.	21
Credit hours in required courses offered by other departments.	0
Credit hours in institutional general education curriculum.	0
Credit hours in free electives **(for academic programs)**	9
Total credit hours required for degree program	30

b. **Curriculum.** For academic programs, provide the curriculum for the program, including credits to completion, courses by title and assigned academic credit granted.

- **Foundational Core**
  Take the following:
  - APPAI500 - Intro to Artificial Intelligence (3 credits)
  - APPAI505 - Mathematical Foundations for Artificial Intelligence (3 credits)
  - APPAI507 - Computing Foundations (3 credits)
- **Core Course**
  Take the following:
  - APPAI520 - Basics of Data Science (3 credits)
  - APPAI534 - Machine Learning (3 credits)
  - APPAI538 - Deep Learning (3 credits)
- **Elective Courses**
  Take at least 3 of the following:
  - APPAI551 - Generative AI (3 credits)
  - APPAI552 - Agentic AI and Multi-Agent Systems (3 credits)
  - APPAI554 - AI for Science and Engineering (3 credits)
  - APPAI555 - Large Scale AI Training and Inference (3 credits)
  - APPAI556 - AI for Decision Making (3 credits)
  - APPAI557 - Search and Reasoning in Artificial Intelligence (3 credits)
- **Graduate Culminating Activity**
  Take the following:
  - APPAI579 - AI Capstone Project (3 credits)

c. **Additional requirements.** For academic programs, describe additional requirements such as comprehensive examination, senior thesis or other capstone experience, practicum, or internship, some of which may carry credit hours included in the list above.

The Capstone course (APPAI579) is a practicum course, which is not an additional requirement as it is embedded in the required curriculum outlined above.

16. **Learning Outcomes: Expected Student Learning Outcomes and Connection to Curriculum.** List the Intended Learning Outcomes for the proposed program, using learner-centered statements that indicate what students will know, understand, and be able to do, and value or appreciate as a result of completing the program. **Career**

Technical Programs must attach an IDCTE Program Profile.

At the completion of this program, students will be able to:

1. Design and implement AI and machine learning systems for complex, real-world applications.
2. Evaluate and apply principles of ethical, legal, and responsible AI in accordance with national regulations and industry standards.
3. Communicate and collaborate effectively in multidisciplinary and professional contexts to translate AI solutions into real-world impact.
4. Pursue continuous, self-directed learning in applied AI to adapt to emerging technologies, standards, and practices.

a. List any industry certifications students will be able to achieve during the duration of this program.

Not Applicable.

17. **Assessment plans.**

a. Assessment Process and Measures Used. Describe the assessment plan for student learning outcomes that will be used to evaluate student achievement and how the results will be used to improve the program. What direct and indirect measures will be used to assess student learning?

The online Master of Science in Applied Artificial Intelligence will follow a systematic assessment and improvement process that uses multiple approaches to both measure student attainment of program learning outcomes and inform programmatic improvements. Program learning outcomes are mapped to courses that provide relevant content, and student work addressing specific outcomes is collected and evaluated by program faculty.

Outcomes are assessed on a three-year cycle, with data for all outcomes collected annually and results analyzed every three years. For each outcome, student work across the program is reviewed through a comprehensive evaluation of evidence aligned with that outcome.

A group of faculty members and instructors review the overall level of outcome attainment based on the collected evidence. As part of this review, recommendations for program improvement are identified. All program faculty then review the results and propose adjustments to support continuous improvement. Evaluation results are used to inform programmatic, pedagogical, and curricular enhancements.

Resources Required for Implementation – fiscal impact and budget.

Organizational arrangements required within the institution to accommodate the change

including administrative, staff, and faculty hires, facilities, student services, library; etc.[2]

18. **Physical Facilities and Equipment:** Describe the provision for physical facilities and equipment.

    a. **Existing resources**. Describe equipment, space, laboratory instruments, computer(s), or other physical equipment presently available to support the successful implementation of the program.

       The available space and equipment are currently acceptable to operate a successful program.

    b. **Impact of new program**. What will be the impact on existing programs of increased use of physical resources by the proposed program? How will the increased use be accommodated?

       The new online program will not have an impact on existing physical resources.

    c. **Needed resources.** List equipment, space, laboratory instruments, etc., that must be obtained to support the proposed program. Enter the costs of those physical resources into the budget sheet.

       The budget includes $6,000 annually as operational costs to purchase laptops, computer equipment, and technologies for instruction.

19. **Library and Information Resources:** Describe adequacy and availability of library and information resources. **(Does not need to be completed for CTE programs)**

    a. **Existing resources and impact of new program**. Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? Will there be an impact on existing programs of increased library usage caused by the proposed program? For off-campus programs, clearly indicate how the library resources are to be provided.

       Library resources are currently adequate with no anticipated impact on usage. The Albertson's library provides research databases, electronic textbook reserves and also books by mail for distance studies students.

    b. **Needed resources**. What new library resources will be required to ensure successful implementation of the program? Enter the costs of those library resources into the budget sheet.

[2] Financial Impact shall mean the total financial expenditures, regardless of funding source, needed to support personnel costs, operating expenditures, capital outlay, capital facilities construction or major renovation, and indirect costs that are incurred as a direct result of establishing, modifying, or discontinuing a new instructional program, instructional unit, or administrative unit. *Revised per Board Policy III.G, June 2024.*

No additional library resources are required.

20. **Faculty/Personnel resources**

a. Needed resources. Give an overview of the personnel resources that will be needed to implement the program. How many additional sections of existing courses will be needed? Referring to the list of new courses to be created, what instructional capacity will be needed to offer the necessary number of sections?

The program will utilize existing personnel and courses from the School of Computing to implement this program. All online courses are being developed by these faculty to ensure consistency with best practices for course delivery standards and accreditation standards. Multiple course sections will be needed as the program scales in size.

b. Existing resources. Describe the existing instructional, support, and administrative resources that can be brought to bear to support the successful implementation of the program.

Dr. Edoardo Serra will serve as the program director, with a buy-out of his time to support this program.

This proposed online degree will utilize existing faculty instruction, support personnel, and administrative resources from the School of Computing. This equates to:

Year 1: 2.35 FTE
Year 2: 3.73 FTE
Year 3: 4.35 FTE
Year 4: 6.08 FTE
Year 5: 6.83 FTE

This includes the graduate teaching assistants, lecturer, adjunct, and administrative time from the program director and manager. Dr. Edoardo Serra will teach classes and serve as the program director.

c. Impact on existing programs. What will be the impact on existing programs of increased use of existing personnel resources by the proposed program? How will quality and productivity of existing programs be maintained?

Current faculty will work to develop the courses for online instruction. There will be no other impact on existing personnel. Quality and productivity of existing programs will be maintained through our internal curriculum committee and leadership structure which reviews course quality and demand.

d. Needed resources. List the new personnel that must be hired to support the proposed program. Enter the costs of those personnel resources into the budget

sheet.

- ○ Lecturer
- ○ Graduate Teaching Assistant
- ○ Adjunct Instructors
- ○ Program Manager
- ○ Program Coordinator

The costs associated with these new personnel are listed in the budget.

21. **Revenue Sources**

a) **Reallocation of funds:** If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

Not Applicable.

b) **New appropriation**. If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request. *For CTE programs, if a line-item request is required to fund the program, indicate when the institution plans to submit the request to Idaho Division of Career Technical Education or include in the legislative budget request*.

No new appropriation will be required.

c) **Non-ongoing sources**:

i. If the funding is to come from one-time sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when that funding ends?

Not Applicable.

ii. Describe the federal grant, other grant(s), special fee arrangements, or contract(s) that will be valid to fund the program. How does the institution propose to continue the program upon termination of those funds?

Not Applicable.

d) **Student Fees**:

i. If the proposed program is intended to levy any institutional local fees, explain how doing so meets the requirements of Board Policy V.R.,3.b.

Not Applicable.

ii. Provide estimated total cost to students and total revenue for self-support programs and for professional fees and other fees anticipated to be requested under Board Policy V.R., if applicable.

i. The student fee for the online programs will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.a.1. That policy enables the institution to set a price-point appropriate for the program; students will pay an online program fee in lieu of tuition. The price-point for the online program fee will be as follows: $825 per credit.

ii. We project that by the fourth year of the program, it will generate a total of 956 Student Credit Hours, which will yield a total gross revenue of $549,643.

iii. The Applied Artificial Intelligence master's degree program plans to open enrollment to any student within the online program fee model ecosystem. This means, there will be additional revenue from students enrolled in online programs that are not seeking the Applied Artificial Intelligence degree.

22. Using the excel **budget template** provided by the Office of the State Board of Education, provide the following information and attach the budget to this proposal form:

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the program.
- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

See attached budget.

Appendix – Letter of Support from the Idaho Department of Commerce

November 14, 2025 Edoardo

Serra, Ph.D.
Associate Director for Fundamental Computing Boise
State University Pillar

Subject: Letter of Support for Boise State Master of Science in Applied AI Dr.

Serra,

The Idaho Department of Commerce is pleased to express its strong support for Boise State University's proposed Online Master of Science in Applied Artificial Intelligence and the associated remote delivery of the Computing Ph.D. with an AI/Data Science Emphasis. This initiative advances our mission to empower business success, foster innovation, and create quality jobs in Idaho communities. By combining graduate degrees, online certificates, and customized industry training, APPAI extends high-value AI education to professionals in multiple industry sectors.

The program directly supports Idaho's innovation and workforce goals by expanding access to AI education through affordable, fully online delivery for actively working, rural, and non-traditional learners. It provides strategic pathways for Idaho National Laboratory and industry professionals to pursue advanced credentials without relocation, strengthening BSU's R1 trajectory and making Idaho an even more attractive destination for high-tech investment. This initiative also strengthens industry-research partnerships across semiconductor manufacturing, clean energy, precision agriculture, digital services, and more—all key sectors in Idaho's economy.

The Department of Commerce is committed to connecting Boise State with Idaho's business, research, and innovation networks for collaborative projects, promoting APPAI and its training programs as catalysts for statewide economic growth, and supporting alignment between Boise State graduates and Idaho's strategic workforce needs. We look forward to the launch of APPAI and to its role in expanding Idaho's AI- capable workforce, deepening Idaho's industry collaborations, and reinforcing Boise State's leadership in research and innovation.

Sincerely,

Tom Kealey

Tom Kealey
Director, Idaho Department of Commerce

Full Budget

I. PLANNED STUDENT ENROLLMENT

	FY 2027		FY 2028		FY 2029		FY 2030	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	3.3	8	10.0	17	18.7	33	28.7	47
B. Shifting enrollments	0.4	1	1.1	2	2.1	4	3.2	5
Total Enrollment	3.7	9	11.1	19	20.7	36	31.9	52
Student Credit Hours Generated	111		332		622		956	

II. REVENUE

	FY 2027		FY 2028		FY 2029		FY 2030	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request								
2. Institution Funds								
3. Federal								
4. New Tuition Revenues from Increased Enrollments								
5. Student Fees		$91,476		$274,253		$513,046		$788,761
6. Other		$21,002						
Total Revenue	$0	$112,478	$0	$274,253	$0	$513,046	$0	$788,761

Budget Notes:

I.A, B. Calculation of FTE and headcount as follows:
1 FTE = 30 credits
Headcount determined as the distinct number of students in the program that year.
Assume that 90% of the enrollments will be new enrollments and 10% will be shifting enrollments.
Assume 20% attrition from 1st to 2nd semester, then 3% attrition every semester. No attrition for last semester.

II.5. Student Fee revenue calculated as Student Credit Hours * $825 per credit.
$825 calculated as estimate of 2026-2027 per credit rate.
To be conservative, assume in calculations that per-credit fee does not increase over time.

II.6. The College of Engineering will support program in Yr1 for support personnel expenss already paid by the graduate Cyber Operations & Resilience (gCORe) program

III. EXPENDITURES

	FY 2027		FY 2028		FY 2029		FY 2030	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs								
1. FTE		2.35		3.73		4.35		6.08
2. Faculty		$0		$36,699		$37,768		$38,837
3. Adjunct Faculty		$42,000		$102,743		$105,735		$160,230
4. Graduate/Undergrad Assistants		$28,007		$28,847		$29,688		$30,528
5. Research Personnel		$0.00		$0.00		$0.00		$0.00
6. Directors/Coordinators/Administrators		$27,384		$28,206		$43,639		$89,897
7. Administrative Support Personnel		$0		$0		$0		$0
8. Fringe Benefits		$16,714		$36,744		$45,061		$70,530
9. Other:								
Total Personnel and Costs	$0	$114,106	$0	$233,239	$0	$261,891	$0	$390,022

Budget Notes (continued)
III.A.3 Adjunct FTE: Calculated using (Credit hour load)/24; calculated at $1,750 cost per credit hour; Y1 24 credits of instruction, Y2-Y3 57 credits, Y4 84 credits, Y5 93 credits
III.A.4 Graduate Teaching Assistants: Calculated using (Credit hour load/12; calculated at $2,427 cost per credit hour; Y1-Y5 12 credits annually)
III.A.6 Administration: Program Director (.1 FTE Y1-Y3, .2 FTE Y4-Y5), Program Coordinator/Manager (.25 FTE Y1-Y2, .5 FTE Y3, 1 FTE Y4-Y5)
III.A.8 Benefits calculated at fringe rate of $17,770+(annual wage*20.43%) faculty and professional staff and $0+(total GTA cost*4%) for graduate teaching assistants

	FY 2027		FY 2028		FY 2029		FY 2030	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures								
1. Travel								
2. Marketing and Promotion		$20,000		$20,000		$20,000		$20,000
3. Other Services								
4. Communications								
5. Materials and Supplies		$6,000		$6,000		$6,000		$6,000
6. Rentals								
7. Materials & Goods for Manufacture & Resale								
8. Miscellaneous - Graduate Assistant SHIP Insurance and Tuition		$15,397		$16,323		$17,346		$18,481
Total Operating Expenditures	$0	$41,397	$0	$42,323	$0	$43,346	$0	$44,481

Budget Notes (continued):
III.B.2 Expenses to market the program
III.B.8 Graduate Assistant: SHIP insurance modeled at $3,370 with 15% annual increase; tuition expense modeled at $11,186 with 3% annual increase.

	FY 2027		FY 2028		FY 2029		FY 2030	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay								
1. Library Resources								
2. Equipment								
Total Capital Outlay	$0	$0	$0	$0	$0	$0	$0	$0

	FY 2027		FY 2028		FY 2029		FY 2030	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
D. Capital Facilities Construction or Major Renovation								
E. Other Costs								
1. Boise State University Support		$27,732		$83,142		$155,533		$239,118
2. Expenses								
Utilities								
Maintenance & Repairs								
3. Other								$0
Total Other Costs	$0	$27,732	$0	$83,142	$0	$155,533	$0	$239,118
TOTAL EXPENDITURES:	$0	$183,235	$0	$358,704	$0	$460,771	$0	$673,621
Net Income (Deficit) to College	$0	-$70,757	$0	-$84,451	$0	$52,275	$0	$115,140

Budget Notes (specify row and add explanation where needed; e.g., "I.A.,B. FTE is calculated using..."):

III.E.1 Boise State University Support is defined as follows:

Boise State Central Services (10.00% of revenue): A fund dedicated to funding support services for online students.

Boise State eCampus Center (8.75% of revenue): Provide funding for initiative management, online course/program development and other support services.

Boise State Online Innovation Fund (2.3% of revenue): Seed funding for academic programs, course development stipends to faculty, open education resource grants and eventually innovation grants.

Boise State Online Tuition Fund (1.5% of revenue): A fund supporting active duty, guard and reserve military students using federal Tuition Assistance as online students.

Boise State Online Marketing, Recruitment, Enrollment, Advising and Retention Fund (7.45% of revenue): A fund dedicated to marketing online programs and providing success resources and support.

Boise State Library Fee ($3.72 per credit): A fund dedicated to library learning materials and resources.

Planned New Programs

Boise State University

*Please fill out information on planned new degree programs (**Section 1**) and new certificates of more than 30 credits (**Section 2**). Responses should be concise, and it is understood that programs in "exploratory" and "on horizon" status may have less detail in cetrain areas than those in "planning" status.*

SECTION 1: New Degrees (Associate, Baccalaureate, Graduate)

Program Name	Degree Designation	Program Description	CIP Code	Intended Modality	Anticipated Delivery Date	Disciplinary Accreditation	Evidence of Student Demand	List of Related Occupations	Industry Partner Support	Existing Concentration or Minor	Faculty	Facilities	Region	Legislative Funding	Status	Academic or Career Technical Education
List planned programs for each year (add rows as needed).	e.g., AAS, BS, PhD	Provide a brief summary of the program. (Limited to 50 words.)	Provide the program 6-digit CIP code, if known.	Indicate if the program will be "On Campus" and/or "Online" (more than 90% of all educational activities are online).	Indicate program effective date.	Specify any disciplinary accreditors for this program (if none, leave blank).	Provide evidence of a reasonable student market for this program or strategies for increasing student demand.	List up to 5 occupations for graduates of this program. If an occupation is an "In-Demand Career" as determined by the Idaho Workforce Development Council, indicate with an asterisk and include the SOC code. See https://nextsteps.idaho.gov/assets/uploads/2023/09/In-Demand-Career-List-Approved-9-13-2329.pdf	List any industry advisory councils or other industry stakeholders who have been consulted about the need for this program.	Identify whether the program will be built from an existing concentration, minor, or other program(s) at the institution.	Indicate whether ***existing and/or new*** faculty lines will be required to deliver the program within the first 5 years.	Indicate whether ***existing, new, and/or renovated*** space will be required to deliver the program within the first 5 years.	Provide the regional area (and specific location, if applicable) for each proposed program as defined in Board Policy III.Z. If a Statewide Program, indicate "Statewide."	Does the institution plan to request legislative funding to support any aspect of this program? If yes, what is the estimated amount to be requested?	Enter "Planning," "Exploring," or "On Horizon" to indicate the level of intention for each program.	Enter "Academic" or "CTE" to indicate the nature of this program.
Year One (AY 2026-2027)																
Emergency Management	BAS	The Emergency Management degree is	43.0302	Online	Fall 2026		In 2023, there were 927 distance completions or 64% of 1,236 total	Emergency Management Director, Disaster Recovery Specialist	We will consult with emergency management agencies and related	Both existing resources and additional new classes. The details of	The program will use existing faculty from	Existing	Region 3 (Boise)	No	Planning	Academic
Sustainability	BA	Solving complex sustainability challenges	30.3301	Hybrid	Fall 2026		High-growth area: The Hanover Report indicates favorable	Sustainability Consultant, Environmental Scientist or Specialist,	St. Luke's Health System, City of Boise, Environmental NGOs, Knife	Sustainability Minor, Project management certificate.	Not initially. After the program reaches an	Existing	Region 3 (Boise)	No	Planning	Academic
Sustainability	Masters	Addressing complex sustainability issues	30.3301	Hybrid and Online	Fall 2026		Occupations aligned with this program are projected to grow by	Sustainability Director, Chief Sustainability Officer, Environmental	Knife River, Micron, Simplot, State of Idaho, Meta, St. Lukes,	Sustainability Minor, Project management certificate.	Not initially. After the program reaches an	Existing	Region 3 (Boise)	No	Planning	Academic
Project Management	Masters	This program covers key project management	52.0211	Online	Fall 2026	Alignment with Project Management International (PMI) standards;	The number of new online competitors increased by 75%	13-1198 Project Management Specialists*	The program maintains an ongoing relationship with the Western Idaho	Existing courses can sustain the bulk of a program core with	Exiting	Existing	Region 3 (Boise)	No	Planning	Academic
Teach Next Year (2+1)	BA	Teach Next Year is a flexible "2+1" pathway for	13.1202	Online	Summer 2026	Council for the Accreditation of Educator Preparation (CAEP)	There are few accessible pathways for working paraprofessionals to	*Teacher 25-3097, 25-2021	Idaho school districts and community colleges	Teach Next Year (TNY) builds on our teacher preparation expertise, but	Existing	Existing	Region 3 (Boise)	No	Planning	Academic
Outdoor Leadership in Education	BA	The mission of the OEL program is to prepare	31.0601	On campus	Fall 2026	Accreditation by the Association of Experiential Education (AEE); we	The OEL program responds directly to the consistent and unwavering	Lead in traditional schools, outdoor education and after school	Identified and surveyed nearly 50 partners in outdoor education and	This new undergraduate major will include a minor and will not replace	Existing	Existing	Region 3 (Boise)	No	Planning	Academic
Fundraising and Philanthropy	MA	The online Master of Arts in Fundraising and	13.0413	Online	Fall 2026		When using CIP Code 52.0206 (Non-Profit/Public/Organizational	Executive Directors, Directors of Development, Major Gifts Officers,	No	No	Adjuncts	Existing	Region 3 (Boise)	No	Planning	Academic
Environmental Engineering	MS	The MS in Environmental Engineering program	14.1401	On Campus	Fall 2026		A January 2024 assessment by Hanover Research shows that from	Environmental Engineer; Environmental Consultant; Water	Our Industrial Advisory Board has indicated interest	MS in Civil Engineering (Environmental/Water focus area)	The department currently has 2.5 faculty in this focus	Existing	Region 3 (Boise)	No	Exploring	Academic
Software Development	BA	The program prepares students to build software	11.0205	On Campus	Fall 2026		In July 2024 Hanover Research conducted an academic program	Software Engineer; Software Developer; Software Development	Our Industrial Advisory Board has expressed interest, several members	No	Because this degree shares the same lower-level core	Existing	Region 3 (Boise)	No	On Horizon	Academic
Interdisciplinary Health	PhD	The Ph.D. in Interdisciplinary Health	51.0000	On Campus with growth in online and hybrid courses to	Fall 2026		While interest in M.S. degrees appears to be declining, the demand	University Professor, Research Scientist (e.g., research centers,	No	M.S. and M.K. degrees already have a wide range of course offerings. We	We anticipate that existing faculty can support the	Existing	Regon 3 (Boise)	No	Planning	Academic
Sport Management and Leadership	BS	The B.S. in Sport Management will provide	31.0504	On Campus with future option of hybrid and/or	Fall 2026	Commission on Sport Management Accreditation (COSMA)	The Hanover Report (2024) indicates that student demand for sport	* Director of Athletics (High School or College (11-9032); 2.) Director of	Boise State Athletics, Idaho High School Activities Association	Kinesiology already offers a wide range of courses that will form much	We anticipate a combination of existing	Existing	Regon 3 (Boise)	No	Planning	Academic
Digital Innovation and Design	BAS	The Bachelor of Applied Science in Digital	30.5202	On Campus and Online	Fall 2026		Existing Bachelor of Applied Science and Digital Innovation and Design	Web Developer, Social Media Manager, Marketing Specialist,	The College of Innovation and Design Advisory Board	No	Existing faculty will be used to deliver the	Existing	Region 3 (Boise)	No	Planning	Academic
Applied Artificial Intelligence	MS	The MS in Applied Artificial Intelligence is designed to meet Idaho's and the nation's urgent need for professionals who can build, apply, and responsibly deploy advanced AI systems across industries.	11.0102	Online	Fall 2026		Student interest in AI education has surged nationally and at Boise State, with growing numbers of applicants, professionals seeking reskilling, and students in related undergraduate programs expressing a desire for advanced, flexible training in applied AI.	Engineer, Data Scientist, Business Intelligence Engineer, AI Solutions Architect, Software Engineer	Strategic partnerships with INL, PNNL, Micron, HP, Simplot, Albertsons, and leading technology providers such as Intel, AWS, and NVIDIA	No additional internal resources are required. The operational and financial model will mirror the existing Online Cyber Operations and Resilience (CORe) program.	Existing; Adjuncts	Existing	Region 3 (Boise)	No	Planning	Academic

BOISE STATE UNIVERSITY

SUBJECT

Undergraduate Certificate in Community and Career Readiness Studies and Self-Support Program Fee in Lieu of Tuition

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University (BSU) proposes transitioning the Undergraduate Certificate in Community and Career Readiness Studies, associated with the Providing Exceptional Education and Raising Standards (PEERS) Program, to a self-support, fee-based model. The PEERS Program is a postsecondary education program for students with intellectual and developmental disabilities who have completed high school and seek meaningful access to college coursework, campus life, and career preparation. The certificate integrates academic coursework, employment experiences, and individualized supports. Since its launch in the 2020–2021 academic year, the PEERS Program has grown steadily and now serves students across the Boise metropolitan area, making it the most accessible program of its kind in Idaho's largest population center.

The PEERS Program supports student success through participation in university courses, structured advising, and individualized academic and job coaching aligned with students' academic, career, and independent living goals. Students enroll in a combination of PEERS-specific and general Boise State courses while participating in career exploration and campus activities alongside their peers. The program emphasizes self-determination, workforce readiness, and community engagement, preparing students for competitive employment and active participation in adult life. Transitioning the Undergraduate Certificate in Community and Career Readiness Studies to a self-support model reflects the program's maturation into a stable, established offering and aligns with Boise State's broader commitment to expanding access to higher education through sustainable and responsible program design.

IMPACT

Transitioning the undergraduate certificate in Community and Career Readiness Studies to a self-support model ensures long-term access to postsecondary education for students with intellectual and developmental disabilities in Idaho without reliance on temporary funding sources. This change provides stability for students and families while allowing the university to continue offering a program that addresses a documented gap in postsecondary opportunities across the state. By sustaining the PEERS Program through a fee-based structure, Boise State can maintain consistent enrollment, staffing, and service delivery while continuing to support positive academic, employment, and community outcomes for students.

The 21-credit certificate program will operate on a self-support, fee-based model of $600 per credit, reflecting the intensive, individualized support required for students to fully participate in university life and aligning with costs at comparable programs at institutions of higher education serving students with intellectual and developmental disabilities. This model enables responsible program scaling by aligning enrollment with available resources and support capacity. Program finances will be reviewed annually to ensure fiscal sustainability, with expenses adjusted as needed based on actual enrollment and activity. This approach mitigates financial risk while maintaining program quality and accountability.

Operationally, the PEERS Program will use program-generated revenue to directly support the personnel and services required to deliver high-quality student support. The self-support model allows staffing levels to align with enrollment and student needs, ensuring continuity of advising, coaching, and career-related services. Instructional and program costs will be covered by program revenue, supporting responsible planning and long-term stability.

Establishing a dedicated funding stream positions the PEERS Program to maintain consistent service delivery and respond effectively to student needs over time. This approach strengthens program quality while ensuring fiscal accountability, enabling the PEERS Program to continue serving students with intellectual and developmental disabilities and to advance Idaho's goals for postsecondary education, workforce participation, and community engagement. For students who need all 21 credits to complete the certificate, the total program cost would be up to $12,600 (21 credits at $600).

ATTACHMENTS

Attachment 1 – Certificate in Community and Career Readiness Studies Budget

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The proposed self-support program fee for the Undergraduate Certificate in Community and Career Readiness Studies conforms to the requirement in Board Policy V.R.3.b.iv. that the certificate program "*be distinct from the traditional offerings of the institution by serving a population that does not access the same activities, services and features as full-time, resident and non-resident tuition paying students, such as programs designed specifically for working professionals, programs offered off-campus, or programs delivered completely online*."

Board policy also stipulates that no appropriated funds may be used for self-support programs, that self-support program fees be all-inclusive and no other fees charged in connection with participation in the program, and that self-support program finances are tracked and accounted for separately from all other institutional programs except as provided in subsection 3.b.iv. Policy also indicates "*if a self-support program fee is approved for a new program, institutions may fund start-up costs through reallocation or use of reserves. The program must demonstrate the ability to support its costs, both direct and indirect, within a period not to exceed three years from program start-up*."

Boise State's request to charge a self-support program fee of $600 per credit per semester for the Undergraduate Certificate in Community and Career Readiness Studies aligns with criteria as defined in Board Policy V.R.3.b.iv.

The proposed fee was shared with the Instruction, Research and Student Affairs committee at their April 2, 2026, meeting. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to charge a self-support fee of $600 per credit for the Undergraduate Certificate in Community and Career Readiness Studies in conformance with the program budget submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Attachment 1 - Certificate in Community and Career Readiness Studies Budget

Estimated Fiscal Impact	FY 27		FY 28		FY 29		FY 30	
A. Revenue	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request								
2. Institution Funds								
3. Federal		$86,570.00		$86,570.00		$86,570.00		$86,570.00
4. New Tuition Revenues from Increased Enrollments								
5. Student Fees		$75,600.00		$151,200.00		$151,200.00		$151,200.00
6. Other (i.e., Gifts)								
Total Revenue		$162,170		$237,770		$237,770		$237,770

B. Expenditures	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. Personnel		$ 105,810.00		$ 119,285.00		$ 119,285.00		$ 119,285.00
2. Operating		$ 18,350.00		$ 18,350.00		$ 18,350.00		$ 18,350.00
3. Equipment		$ 1,000.00		$ 1,000.00		$ 1,000.00		$ 1,000.00
4. Facilities								
5. SSOA		$ 7,306.87		$ 18,894.15		$ 18,894.15		$ 18,894.15
6. Library Fee		$ 472.50		$ 945.00		$ 945.00		$ 945.00
7. Student Workers		$0.00		$24,000.00		$24,000.00		$24,000.00
8. Other - Cost of Instruction		$24,948.00		$49,896.00		$49,896.00		$49,896.00
Total Expenditures		$157,887		$232,370		$232,370		$232,370
Net Income (Deficit)		$4,283		$5,400		$5,400		$5,400

NOTES

A. Revenue, 3. Federal Funding: is from the ECLIPSE grant to fund a full-time Employment Specialist until June 2029; grant funding expected to be renewed

A. Revenue, 5. Student Fees: are calculated considering students taking 9 credits a semester, paying $600 per credit. Seven students are expected to be enrolled under this model in FY27, and 14 students in FY28-FY30.

B. Expenditures, 1. Personnel: is calculated for the Director for FY28-FY30 at 20% ($13475), and one Graduate Teaching Assistant for FY27- FY30 ($19,240). Employment Specialist for FY27- FY30 ($86,570 from grant funding).

B. Expenditures, 2. Operating: Graduate Teaching Assistant Insurance and Tuition for one position ($3,500 insurance/$11,000 tuition) each year: Postal/mail ($50); professional organization memberships ($500); publication and subscriptions ($500); institutional memberships ($300); photocopying ($500); educational supplies ($1,000); safety supplies ($500); personal vehicles ($500)

B. Expenditures, 3. Equipment: office supply & equip <$2000 and computer equipment b/n $2000-$4999

B. Expenditures, 5. SSOA: 11.5% in FY27, 15% for FY28-FY30; based on the sum of Graduate Teaching Assistant, Operating, Equipment, Cost of Instruction, and student workers

B. Expenditures, 6 Library Fee: $3.72/credit (FY27 for 7 students, FY28-FY30 for 14 students)

B. Expenditures, 7. Student Workers: No students workers for FY27. Five student workers in FY28-FY30. Student workers are paid $16/hour for 10 hours a week for 30 weeks an academic year.

B. Expenditures, 8. Cost of Instruction: is determined assuming a student in the program pay $600 per credit for 9 credits each fall and spring, with 33% of these funds allocated to units providing instruction (i.e., SPS, COAS, COED, COHS, etc.); FY27 assumes 7 students and FY28-FY30 assumes 14 students in the program.

BOISE STATE UNIVERSITY

SUBJECT

Undergraduate Certificate in Sport Impact – Online Program Fee in Lieu of Tuition

APPLICABLE STATUTE, RULE OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University proposes an Undergraduate Certificate in Sport Impact to be offered utilizing an online program fee. This program will operate under the guidelines of Board Policy V.R. as it pertains to wholly online programs.

Sport is one of the most powerful performance environments for developing transferable, durable skills, such as teamwork, discipline, resilience, and communication, and employers consistently identify these skills as critical for success. The Sport Impact certificate recognizes and extends the educational value of sport by helping students translate sport and academic experiences into professional fluency. The certificate's online courses in teamwork, identity, sport entrepreneurship, and applied learning allow students to connect their performance with preparation for work, life, and leadership.

IMPACT

Students who earn the 12-credit, fully online certificate will complete applied projects, develop Artificial Intelligence and digital media competencies, and create portfolio artifacts that demonstrate their ability to collaborate, communicate, and innovate. The Sport Impact certificate will be incorporated into online degree programs such as Digital Innovation and Design, Bachelor of Applied Science (BAS) and Interdisciplinary Professional Studies. The certificate may also be used as elective credit in other degree programs where students seek to connect sport, performance, and professional practice.

The certificate may be earned by students in any degree program as elective credit (embedded certificate). It is also included in the Digital Innovation and Design (DID) degree box as a stackable certificate major (stackable certificate). The DID program emphasizes adaptability and practical problem-solving by combining industry expertise with real-world experience. This degree is designed to equip students with employable skills and a suite of certifications, ensuring graduates are prepared not only to meet the demands of the digital workplace but also to shape its future across a variety of high-demand industries. Non-degree-seeking students may also enroll in the certificate as a standalone credential (standalone certificate).

The student fee will be in accordance with the Online Program Fee as defined in the Board Policy V.R., 3.b. ii. The price-point of $395 per credit hour for the proposed online certificate aligns with the majority of Boise State University's

undergraduate online programs. For students who earn the certificate, the cost of the program would be $4,740 (12 credits at $395 per credit).

ATTACHMENTS

Attachment 1 – Undergraduate Certificate in Sport Impact Budget

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Currently, Board Policy III.G Postsecondary Program Review and Approval does not require Board approval for the establishment of an undergraduate certificate consisting of fewer than 30 credits. Boise State University has met the policy requirement to notify the Board office of their intent to create and offer an online Sport Impact certificate program. The request before the Board is to solely approve the online program fee for this existing online certificate.

Boise State's request to assess an online program fee of $395 per credit aligns with criteria as defined in Board Policy V.R. to include that the online program fee is in lieu of tuition and all other Board-approved fees.

The proposed fee was shared with the Instruction, Research and Student Affairs committee at their April 2, 2026, meeting. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University charge an online program fee of $395 per credit for the Undergraduate Certificate in Sport Impact, in conformance with the program budget submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Attachment 1 – Undergraduate Certificate in Sport Impact Budget

Estimated Fiscal Impact	FY27	FY28	FY29	FY30
A. Revenue				
1. New Appropriated Funding Request	$0.00	$0.00	$0.00	$0.00
2. Institution Funds	$0.00	$0.00	$0.00	$0.00
3. Federal	$0.00	$0.00	$0.00	$0.00
4. New Tuition Revenues from Increased Enrollments	$47,400	$71,100	$94,800	$94,800
5. Student Fees (i.e., professional, online, or self-support fees)	$0.00	$0.00	$0.00	$0.00
6. Other (i.e., Gifts)	$0.00	$0.00	$0.00	$0.00
Total Revenue	$47,400.00	$71,100.00	$94,800.00	$94,800.00

B. Expenditures	FY27	FY28	FY29	FY30
1. Personnel	$ 18,000	$ 18,540	$ 19,096	$ 19,669
2. Operating	$ 1,000	$ 1,000	$ 1,000	$ 1,000
3. Equipment	$0.00	$0.00	$0.00	$0.00
4. Facilities	$0.00	$0.00	$0.00	$0.00
Total Expenditures	$19,000	$19,540	$20,096	$20,669
Net Income (Deficit)	$28,400	$51,560	$74,704	$74,131

Budget Notes	
A.4	Assumptions: Tution is calculated at $395 per credit, which aligns with the majority of Boise State University's undergraduate online programs. This certificate is 12 credits and it is expected that there will 10 students in FY27, 15 in FY28 and 20 students in FY29 and FY30.
B.1	Three required certificate courses (TEAM 303, IPS 391, IPS 392) are already being offered by existing faculty and, because of the scalable design of the courses, there is capacity for 20-40 additional students, so there are no additional personnel costs at the instructional level for these courses. The two new certificate courses (SPORTIM 350, SPORTIM 351) will be taught by adjuncts and/or full-time faculty within their expected workload. Assuming an adjunct rate at a $1500/credit rate, the instruction cost for these courses would be $18,000 in year 1 and includes a 3% CEC in following years.
B.2.	Includes expenses for marketing, program management, and OE.

LEWIS-CLARK STATE COLLEGE

SUBJECT

Bachelor of Science in Nursing – Professional Program Fee

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Policy V.R. Establishment of Fees

BACKGROUND/DISCUSSION

Lewis-Clark State College (LC State) proposes establishing a Professional Program Fee for the existing Bachelor of Science in Nursing (BSN) program pursuant to Board Policy V.R. Establishment of Fees, Section 3.b.iii – Professional Program Fee.

The BSN program is a well-established professional nursing program that enrolls up to 240 students annually across the traditional pre-licensure and LPN-to-BSN pathways. The program is accredited by the Commission on Collegiate Nursing Education (CCNE) and prepares graduates to sit for the NCLEX-RN® licensure examination, the nationally recognized examination required for entry into the registered nursing profession.

Workforce Need

The BSN program plays a critical role in addressing healthcare workforce shortages in Idaho and the surrounding region. According to the Bureau of Labor Statistics Occupational Outlook (2024–2034), Registered Nursing is among the occupations with the highest projected job growth nationally. The RN workforce is expected to grow from 3.4 million in 2024 to 3.6 million in 2034, an increase of 166,000 positions (5%). In Idaho, projected growth is significantly higher at approximately 20%, highlighting the urgent need for qualified nurses to support hospitals, rural healthcare systems, and community health providers across the state. LC State's BSN program plays a critical role in developing this workforce pipeline.

Program Cost Drivers

Delivering a high-quality nursing program requires substantial and ongoing investment beyond traditional instructional costs. Nursing education depends on specialized instructional infrastructure that must remain aligned with current clinical practice standards and accreditation expectations.

Key cost drivers include:

- Simulation laboratory equipment such as high-fidelity manikins, IV pumps, task trainers, and integrated audio/visual systems
- Clinical laboratory supplies and consumables used during hands-on instruction
- Simulation learning experiences, including standardized patients

- Clinical adjunct instructors required to supervise students in healthcare settings
- Standardized assessment platforms used to measure student readiness for the NCLEX-RN
- Accreditation and compliance requirements associated with CCNE standards

These costs represent program-level investments that support all students across the nursing curriculum, rather than costs associated with a single course.

Institutional Support for Program Infrastructure
LC State continues to provide substantial institutional support for the BSN program. The institution covers core technology infrastructure costs, including the learning management system, simulation lab network systems, classroom instructional technology, and campus-wide IT support required to operate nursing simulation and instructional platforms.

In addition, LC State absorbs significant clinical coordination and operational costs, including faculty oversight of clinical placements, partnership development with regional healthcare providers, liability coverage, and administrative support required to secure and maintain clinical training opportunities for students.

These institutional investments ensure that the program maintains strong healthcare partnerships and provides students with high-quality clinical experiences. The proposed program fee is intended to supplement—not replace—these institutional commitments by supporting program-specific educational resources necessary for hands-on learning and licensure preparation.

Limitations of the Current Course Fee Structure
The current course fee structure was designed to address isolated course expenses, not the comprehensive operational costs associated with delivering a professional nursing program. As a result, course fees have become fragmented, inconsistent across courses, and insufficient to support program-level needs such as simulation infrastructure, clinical supervision, and standardized assessment systems.

Course fees also create unpredictable financial impacts for students, as costs vary by course and semester. This structure does not align with the program-wide nature of nursing education expenses.

IMPACT

Rationale for a Professional Program Fee
Establishing a Professional Program Fee provides a dedicated, transparent, and sustainable funding model that aligns with the operational realities of a clinically intensive professional program. The program fee will support:

- Ongoing maintenance and replacement of simulation and laboratory equipment

- Clinical adjunct faculty required for student supervision in healthcare settings
- Simulation learning resources, including standardized patient experiences
- Standardized assessment tools that support NCLEX-RN preparation
- Laboratory supplies and consumables required for hands-on learning

This approach ensures that the program maintains the quality, safety, and accreditation standards required for professional nursing education.

Impact on Students
LC State proposes a Professional Program Fee of $2,652, assessed as four semester payments of $663 during the nursing program.

Implementation of the program fee will allow the institution to eliminate existing course fees currently charged to nursing students, replacing multiple variable charges with a single, predictable semester fee. This provides:

- Greater transparency regarding program costs
- Improved financial predictability for students
- More equitable distribution of program costs across cohorts

The fee directly supports the learning environment students experience, including access to modern simulation laboratories, safe clinical instruction, and standardized assessments designed to prepare students for professional licensure.

Institutional Comparability
The proposed total professional program fee of $2,652 is below comparable nursing program fees assessed by similar four-year institutions in Idaho, ensuring LC State remains competitively positioned while sustaining the resources required for a high-quality nursing program.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Board Policy V.R.3.b.iii. a professional program fee, with Board approval, may be charged in addition to the program's regular tuition and fees. To be eligible for consideration of a professional fee the program must meet all of the credential or licensure requirements, accreditation requirements and demonstrated program costs established in Board policy V.R.3.b.

No additional course fees may be charged once the professional fee is established.

LC State's request to assess a professional program fee for the BSN program aligns with criteria outlined in Board Policy V.R.3.b.iii. LC State indicates that the fee is a necessary and valid step to sustain the high standards required of a clinically intensive, accredited nursing program. By replacing fragmented course fees with a predictable, transparent structure, the college will enhance financial clarity for students while maintaining essential program quality.

The proposed fee was shared with the Instruction, Research and Student Affairs committee at their April 2, 2026, meeting. Staff recommends approval.

BOARD ACTION

I move to approve the request by Lewis-Clark State College to charge a professional program fee of $2,652 to be divided into four semester payments of $663 to Bachelor of Science in Nursing.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

LEWIS-CLARK STATE COLLEGE

SUBJECT
Direct-Entry Master of Science in Nursing – Professional Program Fee

APPLICABLE STATUTE, RULE OR POLICY
Idaho State Board of Education Policy V.R.

BACKGROUND/DISCUSSION
Lewis-Clark State College (LC State) proposes establishing a Professional Program Fee for the Direct-Entry Master of Science in Nursing (DE-MSN) program pursuant to Board Policy V.R. Establishment of Fees, Section 3.b.iii – Professional Program Fee.

The Direct-Entry MSN program was approved by the Idaho State Board of Education in June 2025 and will enroll its first cohort beginning Fall 2026. The program is designed for students who hold non-nursing bachelor's degrees and wish to transition into the nursing profession through an accelerated graduate pathway.

The DE-MSN program is a clinically intensive healthcare program, and accreditation through the Commission on Collegiate Nursing Education (CCNE) is being pursued. Graduates of the program will be eligible to sit for the NCLEX-RN® licensure examination, the nationally recognized examination required for entry into the registered nursing profession.

Workforce Need
The DE-MSN program plays an important role in addressing healthcare workforce shortages in Idaho and the surrounding region by expanding the pathway for individuals seeking to enter the nursing profession.

According to the Bureau of Labor Statistics Occupational Outlook (2024–2034), Registered Nursing is among the occupations with the highest projected job growth nationally. The RN workforce is expected to grow from 3.4 million in 2024 to 3.6 million in 2034, an increase of 166,000 positions (5%). In Idaho, projected growth is significantly higher at approximately 20%, underscoring the need to expand educational pathways that prepare qualified nurses to serve hospitals, rural healthcare providers, and community health systems across the state.

The DE-MSN program provides an important additional pipeline of nursing graduates by enabling individuals with prior bachelor's degrees to enter the profession and support Idaho's healthcare workforce needs.

Program Cost Drivers
Delivering a high-quality graduate nursing program requires substantial and ongoing investment beyond traditional instructional costs. Nursing education relies

on specialized instructional infrastructure that must remain aligned with current clinical practice standards and accreditation expectations.

Key cost drivers include:

- Simulation laboratory equipment, including high-fidelity manikins, IV pumps, task trainers, and integrated audio/visual systems
- Clinical laboratory supplies and consumables used in hands-on learning environments
- Simulation learning experiences, including standardized patients
- Clinical adjunct instructors required to supervise students in healthcare settings
- Standardized assessment platforms used to measure student readiness for the NCLEX-RN
- Accreditation and compliance requirements associated with CCNE standards

Many of these expenses represent program-level investments that support all students across the nursing curriculum, rather than costs associated with individual courses.

Institutional Support for Program Infrastructure

LC State continues to provide substantial institutional support for its nursing programs. The institution covers core technology infrastructure costs, including the learning management system, simulation lab network systems, classroom instructional technology, and campus-wide IT support required to operate nursing simulation and instructional platforms.

In addition, LC State absorbs significant clinical coordination and operational costs, including faculty oversight of clinical placements, partnership development with regional healthcare providers, liability coverage, and administrative support required to secure and maintain clinical training opportunities for students.

These institutional investments ensure that the program maintains strong healthcare partnerships and provides students with high-quality clinical learning opportunities. The proposed program fee is intended to supplement—not replace—these institutional commitments by supporting program-specific educational resources necessary for hands-on learning and licensure preparation.

Limitations of the Current Course Fee Structure

Traditional course fee models are designed to address isolated course expenses, not the comprehensive operational costs associated with delivering a clinically intensive professional program such as nursing.

Course fees can also result in variable and unpredictable costs across semesters, depending on when specific clinical or simulation courses occur. This structure does not align with the program-wide nature of nursing education expenses and creates challenges for long-term financial planning for students.

IMPACT

Rationale for a Professional Program Fee

Establishing a Professional Program Fee provides a dedicated, transparent, and sustainable funding structure that aligns with the operational realities of a clinically intensive nursing program.

The program fee will support:

- Maintenance and replacement of simulation and laboratory equipment
- Clinical adjunct faculty supervision required for student placements in healthcare settings
- Simulation learning resources, including standardized patient experiences
- Standardized assessment tools used to prepare students for the NCLEX-RN
- Laboratory supplies and consumables required for hands-on learning

This approach ensures that the program maintains the quality, safety, and accreditation standards required for professional nursing education.

Impact on Students

LC State proposes a Professional Program Fee of $3,340, assessed as five semester payments of $668 during the DE-MSN program.

Implementation of the professional program fee allows LC State to avoid the use of multiple individual course fees, replacing variable course-level charges with a single predictable semester fee. This approach improves transparency and allows students to plan more effectively for the cost of completing the program.

The fee directly supports the learning environment students experience, including access to modern simulation laboratories, clinical instruction, and standardized assessments designed to prepare graduates for professional licensure.

Institutional Comparability

The proposed program fee of $3,340 remains below the total fees assessed by comparable Idaho institutions for pre-licensure nursing and graduate nursing programs**,** ensuring LC State remains competitively positioned while sustaining the resources required for a high-quality nursing program.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Board Policy V.R.3.b.iii. a professional program fee, with Board approval, may be charged in addition to the program's regular tuition and fees. To be eligible for consideration of a professional fee the program must meet all of the credential or licensure requirements, accreditation requirements and demonstrated program costs established in Board policy V.R.3.b.

No additional course fees may be charged once the professional fee is established.

The request to charge a professional program fee for the Direct-Entry Master of

Science in Nursing aligns with the criteria defined in Board Policy V.R.3.b.iii.

LC State provides that the fee is essential to ensuring they can deliver a high-quality, clinically intensive pathway that expands Idaho's nursing workforce. Given the significant investments this program requires, the professional fee will provide a sustainable and transparent funding model that replaces fragmented course-level charges and ensures students have access to modern, safe, and high-quality learning environments.

The proposed fee was shared with the Instruction, Research and Student Affairs committee at their April 2, 2026, meeting. Staff recommends approval.

BOARD ACTION

I move to approve the request by Lewis-Clark State College to add a professional program fee of $3,340 divided into five semester payments of $668 to the Direct-Entry Master of Science in Nursing.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

LEWIS-CLARK STATE COLLEGE

SUBJECT

Elementary and Secondary Education – Professional Program Fees

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Lewis-Clark State College (LC State) proposes establishing a Professional Program Fee for the Elementary and Secondary Education teacher preparation programs pursuant to Board Policy V.R. Establishment of Fees, Section 3.b.iii – Professional Program Fee.

LC State's Education programs prepare candidates for Idaho teacher certification and include both Elementary Education and Secondary Education pathways. These programs are essential to supporting Idaho's educator workforce pipeline and preparing graduates to teach in K–12 classrooms across the region and state.

Teacher preparation programs require candidates to complete extensive clinical experiences, internships, and professional assessments aligned with state certification requirements. These experiences are governed by Idaho State Board of Education standards and educator preparation accreditation expectations, ensuring that candidates demonstrate the knowledge and skills necessary to enter the teaching profession.

Program Cost Drivers

Delivering high-quality teacher preparation programs requires a number of program-specific investments that extend beyond traditional instructional costs. These costs include:

- Professional certification assessments, including the Praxis exam series required for teacher certification
- Praxis preparation materials and study resources
- Background checks required for candidates participating in school-based clinical placements
- Liability insurance coverage for candidates during clinical experiences and internships
- Clinical placement coordination and support for candidates completing field experiences in partner school districts
- Program equipment, instructional materials, and supplies used in teacher preparation coursework

Many of these expenses are program-level costs required for certification and clinical participation, rather than costs associated with a single course.

Institutional Support for Program Infrastructure

LC State continues to provide substantial institutional support for its education programs. The institution covers core technology infrastructure and instructional systems, including learning management systems, classroom instructional technology, and institutional systems used to manage candidate progress, clinical placement coordination, and accreditation reporting.

Additionally, LC State absorbs significant administrative and faculty oversight costs associated with clinical placements, including partnership development with regional school districts, supervision of clinical experiences, and coordination of student teaching internships.

The proposed program fee is intended to supplement—not replace—these institutional investments by supporting program-specific requirements tied directly to candidate certification and clinical participation.

Limitations of the Current Course Fee Structure

The current course fee model is fragmented and tied to individual courses, resulting in fees that fluctuate across semesters and do not reflect the program-wide nature of teacher preparation requirements.

In addition, some required expenses—such as Praxis certification exams, background checks, and liability insurance—are currently paid directly by candidates at various points during the program. These out-of-pocket expenses often occur mid-semester, creating financial barriers for some candidates and limiting their ability to use financial aid resources.

The existing model also requires individualized fee construction for certain clinical placements, particularly when candidates complete internships at distant sites. This process requires additional administrative work by Student Accounts and program staff and creates inconsistent billing practices.

IMPACT

Rationale for a Professional Program Fee

Establishing a Professional Program Fee provides a transparent and predictable funding structure that aligns with the program-wide costs of teacher preparation. The program fee will support:

- Praxis certification exams required for teacher licensure
- Praxis preparation materials and study resources
- Background checks required for participation in K–12 clinical placements
- Liability insurance coverage for all clinical experiences and internships
- Program equipment, materials, and supplies used in teacher preparation coursework

By incorporating these costs into a program fee, LC State can ensure that certification-related expenses are distributed across the program rather than concentrated in specific semesters or courses.

Impact on Students
Implementation of the professional program fee will allow LC State to eliminate existing course fees currently assessed to Education candidates. Rather than charging variable course fees across individual classes, the program fee will spread costs evenly across the program, allowing candidates to plan more effectively for their educational expenses.

In addition, incorporating certification assessments into the program fee allows candidates to pay for required Praxis exams and related materials through financial aid, scholarships, or other funding sources, rather than paying out-of-pocket at the time assessments are taken.

The estimated impact by program is as follows:

Elementary Education
- Total program fee: $2,231
- Increase of $438 (1.24%)
- $386 covers the Praxis 7001 series exams, Praxis study materials, background checks, and liability insurance for clinical experiences
- $52 supports program equipment and supply maintenance

Secondary Education – One Certification Area
- Total program fee: $1,234
- Increase of $304 (1.33%)
- $219 covers Praxis certification exams, study materials, background checks, and liability insurance
- $65 supports program equipment and supply maintenance

Secondary Education – Two Certification Areas
- Total program fee: $1,414
- Increase of $484 (1.52%)
- $419 covers two Praxis exams, study materials, background checks, and liability insurance
- $65 supports program equipment and supply maintenance

Overall, when existing course fees are consolidated into a program fee, the net additional cost to candidates averages approximately $52–$65 across the entire program.

This structure improves financial transparency, reduces administrative complexity, ensures compliance with liability insurance requirements, and allows certification-

related expenses to be paid through financial aid rather than as unexpected out-of-pocket costs during the program.

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Board Policy V.R.3.b.iii. a professional program fee, with Board approval, may be charged in addition to the program's regular tuition and fees. To be eligible for consideration of a professional fee the program must meet all of the credential or licensure requirements, accreditation requirements and demonstrated program costs established in Board policy V.R.3.b.

No additional course fees may be charged once the professional fee is established.

LC State's request to charge professional program fees for Elementary and Secondary Education Teacher Preparation programs aligns with criteria as defined in Board Policy V.R.3.b.iii.. LC State believes the fees will provide a clear and essential solution to the existing fee structure currently facing teacher candidates. By consolidating essential certification-related costs—including Praxis exams, study materials, background checks, liability insurance, and clinical placement support—into a single predictable fee, the college ensures candidates can better plan financially while also gaining the ability to use financial aid for expenses that are now paid out-of-pocket. This fee directly supports program-level requirements essential for Idaho teacher certification.

The proposed fees were shared with the Instruction, Research and Student Affairs committee at their April 2, 2026 meeting. Staff recommends approval.

BOARD ACTION

I move to approve the request by Lewis-Clark State College to charge a professional program fee of $2,231 to the Elementary Education program.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the request by Lewis-Clark State College to charge a professional program fee of $1,234 to the Secondary Education program with one certification area.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the request by Lewis-Clark State College to charge a professional program fee of $1,414 to the Secondary Education program with two certification areas.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

LEWIS-CLARK STATE COLLEGE

SUBJECT

Radiographic Sciences – Professional Program Fee

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Policy V.R., Establishment of Fees

BACKGROUND/DISCUSSION

Lewis-Clark State College (LC State) proposes establishing a Professional Program Fee for the Radiographic Sciences program pursuant to Board Policy V.R. Establishment of Fees, Section 3.b.iii – Professional Program Fee**.**

The Radiographic Sciences program is a clinically specialized healthcare program accredited by the Joint Review Committee on Education in Radiologic Technology (JRCERT)**.** Enrollment in the program is limited to 44 students per year, as established by the accrediting body. Graduates of the program are eligible to sit for the American Registry of Radiologic Technologists (ARRT) national certification examination, which is required for entry into professional practice as a radiologic technologist.

Workforce Need

The Radiographic Sciences program plays an important role in preparing healthcare professionals needed across Idaho and the surrounding region. According to the Idaho Department of Labor, demand for Radiologic Technologists is projected to grow by approximately 19.1%**,** reflecting continued expansion in diagnostic imaging services and healthcare delivery systems.

LC State's program contributes directly to addressing this workforce demand by preparing graduates to enter hospitals, clinics, and diagnostic imaging centers throughout the region.

Program Cost Drivers

Delivering a high-quality radiologic technology program requires substantial and ongoing investment beyond traditional instructional costs. Radiologic technology education relies on specialized instructional infrastructure that must remain aligned with current clinical practice standards and accreditation expectations.

Key cost drivers include:

- Radiography simulation and instructional equipment, including portable digital x-ray machines, phantom trainers, simulation manikins, and integrated audio/visual instructional systems
- Clinical laboratory supplies and consumables used during hands-on learning activities
- Clinical adjunct instructors required to supervise students in healthcare environments

- Standardized assessment tools used to measure student readiness for the ARRT certification examination
- Accreditation and compliance requirements associated with JRCERT program standards

Many of these costs represent program-wide investments that benefit all students across the program, rather than expenses associated with a single course.
Institutional Support for Program Infrastructure

LC State continues to provide significant institutional support for the Radiographic Sciences program. The institution covers core technology infrastructure, including classroom instructional technology, learning management systems, and campus IT systems required to support instructional delivery and program administration.

The institution also absorbs substantial clinical coordination and partnership costs, including faculty oversight of clinical placements, development and maintenance of partnerships with healthcare providers, and administrative support necessary to secure clinical education opportunities for students.

The proposed program fee is intended to supplement—not replace—these institutional investments by supporting specialized equipment, clinical instruction, and program resources required for hands-on radiologic technology education.

Limitations of the Current Course Fee Structure
The current course fee model was originally designed to support individual course-specific expenses**,** rather than the broader operational costs associated with delivering a clinically intensive healthcare program.

As a result, course fees have become fragmented and inconsistent across courses, and they do not adequately support program-level needs such as simulation equipment, clinical instruction, and accreditation requirements. Course-based fees can also create unpredictable financial impacts for students, depending on when certain courses occur during the program.

IMPACT

Rationale for a Professional Program Fee
Establishing a Professional Program Fee provides a dedicated, transparent, and sustainable funding structure aligned with the program-wide costs associated with radiologic technology education.

The program fee will support:
- Acquisition and maintenance of industry-standard radiography simulation equipment
- Clinical adjunct faculty supervision required for student placements in healthcare settings
- Standardized assessments used to prepare students for the ARRT certification examination

- Laboratory supplies and consumables required for hands-on learning experiences

This funding model ensures that the program maintains the equipment, clinical instruction, and accreditation standards required for professional radiography education.

Impact on Students
LC State proposes a Professional Program Fee of $2,406, assessed as five semester payments of $481 during the program.

Implementation of the professional program fee will allow LC State to eliminate existing course fees currently assessed to radiography students. Rather than charging variable fees tied to individual courses, the program fee consolidates these costs into a single predictable semester charge, providing greater transparency and allowing students to better plan for program expenses.

The program fee directly supports the educational resources students rely on throughout the program, including modern radiography equipment, clinical instruction, standardized assessments, and laboratory supplies necessary for skill development.

Institutional Comparability
The proposed program fee of $2,406 remains below the fees assessed for similar radiologic technology programs at comparable institutions, ensuring LC State remains competitive while sustaining the resources required to deliver a high-quality accredited program.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Board Policy V.R.3.b.iii. a professional program fee, with Board approval, may be charged in addition to the program's regular tuition and fees. To be eligible for consideration of a professional fee the program must meet all of the credential or licensure requirements, accreditation requirements and demonstrated program costs established in Board policy V.R.3.b.

No additional course fees may be charged once the professional fee is established.

The request to implement a professional program fee for the Radiographic Sciences program aligns with the criteria outlined in Board Policy V.R.3.b.iii. LC State provides that this fee is necessary to ensure that students receive the high-quality clinical education required in this specialized healthcare field. Radiographic education depends on specialized instructional infrastructure and resources; therefore, establishing a consolidated program fee will create a clear and predictable funding model. This approach will replace fragmented course fees while directly supporting the resources and experiences essential to student learning and professional preparation.

The proposed fee was shared with the Instruction, Research and Student Affairs committee at their April 2, 2026, meeting. Staff recommends approval.

BOARD ACTION

I move to approve the request by Lewis-Clark State College to add a professional program fee of $2,406 divided into five semester payments of $481 to the Radiographic Sciences program.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SUBJECT

Graduate Medical Education Committee New Appointment

REFERENCE

December 5, 2017	Board approved a Graduate Medical Education 10-year plan.
June 2018	Board approved first reading of Board Policy III.C. Graduate Medical Education Committee.
August 2018	Board approved second reading of Board Policy III.C. Graduate Medical Education Committee.
June 2020	Board approved reappointments to the Graduate Medical Education Committee.
August 2020	Board approved the appointments of Dr. Jaren Blake and Dr. A.J. Weinhold to the Graduate Medical Education Committee.
October 2020	Board approved the appointments of Dr. Thomas Mohr and Dr. John Grider to the Graduate Medical Education Committee.
October 2022	Board approved the appointments of Dr. Perry Brown Jr., Dr. Abby Davids, Dr. Robyn Dreibelbis, and Dr. Matthew Larsen and the reappointments of Dr. Mary Barinaga, Dr. Justin Glass, Dr. John Grider, Dr. Melissa Hagman, Susie Keller, Dr. Samantha Portenier, Dr. Kimberly Stutzman, and Dr. William Woodhouse to the Graduate Medical Education Committee.
December 2022	Board approved the reappointment of Dr. Clay Prince, Chief Medical Officer for Madison Health, to the Graduate Medical Education Committee.
June 2024	Board approved the appointments of Dr. Brandon Mickelson, Dr. Caroline Elizabeth Gass, Dr. Patricia Howell-DelTufo, and Travis Leach, to the Graduate Medical Education Committee.
August 2025	Board approved the reappointments of Dr. Ben Chan, Dr. Joshua Kern, Dr. A.J. Weinhold, Dr. Luisa Hiendlmayr, Dr. Liz Gass, Dr. Beth Botts, Dr. Lisa Nelson, Dr. Andy Wilper. Board approved new appointments of Toni Lawson, Dr. Jon Shupe, Dr. Heidi Shields, Dr. Michael Krug, Dr. Elizabeth O'Donnell, Dr. Karen Cabell, Dr. Hayes Baker, Dr. Kenneth Krell.
October 2025	Board approved the appointments of Dr. Jesse Hinckley and Dr. Ned Hilliard.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.C.

BACKGROUND/DISCUSSION

The Graduate Medical Education (GME) committee plays a vital role in making recommendations on the implementation and refinement of the 10-year GME plan approved by the Board at the December 5, 2017, special Board meeting.

Consistent with Board Policy III.C, the purpose of the GME Committee is to provide recommendations to the Board on ways to enhance graduate education in the state of Idaho. The committee also supports the development, implementation, and monitoring of the Board's graduate medical education short- and long-term plans. The committee reports to the Board through the Instruction, Research, and Student Affairs Committee.

A maximum of thirty (30) members can serve on the committee. All committee members are appointed by the Board. Committee members represent postsecondary institutions providing graduate medical education for Idaho, residency sites, the Idaho Medical Association, and the Office of the State Board of Education. Representatives from medical organizations include a physician and an administrator. Appointments and/or reappointments serve five-year terms.

The Board is being asked to consider appointing the following new individual to the GME Committee:

- Suzanne M. Allen, M.D., M.P.H.

Curriculum Vitae for this new potential GME member is provided as attachment.

IMPACT

This additional appointment to the GME committee will continue to provide robust representation of medical professionals to serve on behalf of their designated institutions.

ATTACHMENTS

Attachment 1 – GME Committee Members 2026
Attachment 2 – CV for Suzanne M. Allen, M.D., M.P.H.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval.

BOARD ACTION

I move to appoint Suzanne M. Allen, M.D., M.P.H., from Full Circle Health to serve on the Graduate Medical Education Committee effective immediately and expiring June 30, 2030.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

GRADUATE MEDICAL EDUCATION COMMITTEE MEMBERS

Updated 03/10/2026

Institution	Representative	Email	Term Expiration June 30 of
Office of State Board of Education	Jenn White, Executive Director Patrick Coulson, CFO Heidi Estrem, CAO	jwhite@edu.idaho.gov pcoulson@edu.idaho.gov hestrem@edu.idaho.gov	Ex Officio
GME Coordinator	Ted Epperly, MD	tedepperly@fullcircleidaho.org	Ex Officio
Idaho Hospital Association	Toni Lawson, Vice President of Advocacy and External Relations	tlawson@teamiha.org	2030
Idaho Medical Association	Susie Pouliot Keller, CEO (Mike Cunnington, IMA Director of Government Affairs)	susie@idmed.org cunnington@idmed.org	2027
Idaho College of Osteopathic Medicine	Robyn Dreibelbis, DO	rdreibelbis@icom.edu	2027
University of Utah School of Medicine	Ben Chan, MD (Kylie Christensen Assoc Director/ MPH, RUUTE and Regional Affairs)	Benjamin.Chan@hsc.utah.edu kylie.christensen@hsc.utah.edu	2030
University of Washington School of Medicine	Mary Barinaga, MD	barinm@uw.edu	2027
Full Circle Family Med Boise	Abby Davids, MD	abbydavids@fullcircleidaho.org	2027
Full Circle Family Med Caldwell	Samantha Portenier, MD	samanthaportenier@fullcircleidaho.org	2027
Full Circle Family Med Nampa	Kim Stutzman, MD	KimStutzman@fullcircleidaho.org	2027
Full Circle Family Med Twin Falls	Joshua Kern, MD	kernjw@slhs.org	2030
Full Circle Pediatrics	Perry Brown, MD	PerryBrown@fullcircleidaho.org	2027
Idaho State University Family Medicine Residency	Brandon Mickelson, MD	brandonmickelsen@isu.edu	2027
ISU Family Medicine Rexburg	A.J. Weinhold, MD	weinana@isu.edu ajweinhold@isu.edu	2030

Full Circle Health	Suzanne M. Allen, MD, MPH	suzanneallen@fullcircleidaho.org	Pending
Coeur d' Alene Family Medicine Residency	Jon Shupe, MD	jshupe@kh.org	2030
EIRMC Family Medicine	Joshua Stringam, DO (PD) Luisa Hiendlmayr, MD (APD)	Joshua.Stringam@hcahealthcare.com luzpineda25@gmail.com	2030
EIRMC Internal Medicine	Kenneth Krell, MD	kkrell1@gmail.com kenneth.krell@hcahealthcare.com	2030
EIRMC Psychiatry	Jesse Hinckley, MD, PhD	jessehinckley@gmail.com jesse.hinckley@hcahealthcare.com	2030
MSIGMER Nampa Family Medicine	Heidi Shields, MD	heidshie@gmail.com hshields@msigmer.org	2030
UW Boise Internal Medicine	Moe Hagman, MD – Chair	mhagman@uw.edu	2027
UW Boise Psychiatry	Liz Gass, MD	Caroline.Gass@va.gov	2030
University of Utah/Idaho Psychiatry Residency	Beth Botts, MD	Elizabeth.Botts@hsc.utah.edu	2030
Saint Alphonsus Healthcare	Lisa Nelson, MD – Vice Chair (Diane Johnson)	Lisa.M.Nelson@saintalphonsus.org Diane.L.Johnson@saintalphonsus.org	2030
St. Luke's Healthcare	Michael Krug, MD	krugmi@slhs.org	2030
Portneuf Medical Center	Elizabeth O'Donnell, MD	elizabeth.odonnell@pediatrix.com	2030
Madison Memorial Hospital	Clay Prince, MD	clayprince@mmhnet.org	2027
Kootenai Health	Karen Cabell, DO	kcabell@kh.org	2030
Boise VAMC	Andy Wilper, MD	wilpera@gmail.com	2030
Eastern Idaho Regional Medical Center	Hayes Baker, MD	margaret.baker2@hcahealthcare.com	2030
West Valley Medical Center	Vacant		
Mountain View Hospital Idaho Falls	Ned Hillyard, PhD	nhillyard@mvhospital.net	2030

Curriculum Vitae

Suzanne M. Allen, M.D., M.P.H.

1959 N.E. Pacific Street, Health Sciences Building, Suite A-352A, Seattle, Washington 98195

Home: (208)433-1417
Work: (206)543-6797
Fax: (208)334-2344
Cell Phone: (208)859-8771
E-mail: suzaalle@uw.edu

EDUCATION

Fellowship

1998-1999 Faculty Development Fellowship
Department of Family Medicine
University of North Carolina
Chapel Hill, North Carolina

Residency

1992-1995 Family Medicine
Malcolm Grow Medical Center Family Practice Residency
Andrews Air Force Base, Maryland

Medical School

1988-1992 Medical Doctorate
George Washington University School of Medicine
Washington, D.C.

Graduate School

1988-1995 Master's in Public Health
George Washington University School of Medicine
Washington, D.C.

College

1984-1988 Bachelor of Science, Biology
University of Washington
Seattle, Washington

PROFESSIONAL EXPERIENCE

2025-Present	DIO, Full Circle Health
2015-Present	Vice Dean for Academic, Rural and Regional Affairs, University of Washington School of Medicine
2010-Present	Clinical Professor, Department of Family Medicine, University of Washington School of Medicine
2009-2015	Vice Dean for Regional Affairs, University of Washington School of Medicine
2007-2014	Designated Institution Official, Family Medicine Residency of Idaho, Inc., Boise, Idaho
2006-2009	Assistant Dean, Regional Affairs and Rural Health, Idaho WWAMI Clinical Medical Education Coordinator, University of Washington School of Medicine, Boise, Idaho
2005-2010	Clinical Associate Professor, Department of Family Medicine, University of Washington School of Medicine
2005-2006	Assistant Residency Program Director, Family Medicine Residency of Idaho, Inc., Boise, Idaho

1999-Present	Teaching Faculty and Staff Family Physician, Family Medicine Residency of Idaho, Inc., Boise, Idaho
1999-2006	Family Medicine Clerkship Coordinator, Family Medicine Medical Student Clerkship, Family Medicine Residency of Idaho, Inc., Family Medicine Residency Network, University of Washington School of Medicine, Boise, Idaho
1998-1999	Program Co-Director, National Capital Area Combined Family Practice and Psychiatry Residency Program, Malcolm Grow Medical Center, Andrews Air Force Base, Maryland
1997-1999	Teaching Faculty and Staff Physician, Malcolm Grow Medical Center Family Practice Residency, Andrews Air Force Base, Maryland
1997-1999	Prevention Oversight Committee Director, 89th Medical Group, Andrews Air Force Base, Maryland
1995-1997	Staff Family Physician, 28th Medical Group Hospital, Ellsworth Air Force Base, South Dakota
1995-1997	Director of Emergency Services, 28th Medical Group Hospital, Ellsworth Air Force Base, South Dakota
1995-1997	Chairperson, Prevention Advisory Group, 28th Medical Group Hospital, Ellsworth Air Force Base, South Dakota

BOARD CERTIFICATION

2018-2028	Recertified: American Board of Family Medicine
2008-2018	Recertified: American Board of Family Medicine
2001-2008	Recertified; American Board of Family Practice
1995-2001	American Board of Family Practice

LICENSURE

SPHY-7741 06/30/2026	Idaho State Board of Medicine Supervising Physician License
CS-7982 02/28/2026	Idaho State Board of Pharmacy
M-7741 06/30/2026	Idaho State Board of Medicine
BA6343266 06/30/2026	Controlled Substance Registration Certificate, United States Department of Justice Drug Enforcement Administration

TEACHING EXPERIENCE

1999-Present	Full Circle Health, Family Medicine Residency - Boise	Residents
1999-Present	University of Washington School of Medicine	Medical Students
1999-Present	Advanced Life Support in Obstetrics (ALSO)	Advisory Faculty
1997-2011	Advanced Cardiovascular Life Support (ACLS)	Instructor
1997-2010	Neonatal Resuscitation Program (NRP)	Instructor
1997-2006	Pediatric Advanced Life Support (PALS)	Instructor

1997-1999	Advanced Life Support in Obstetrics (ALSO)	Instructor
1997-1999	Malcolm Grow Medical Center Family Practice Residency	Residents
1997-1999	Uniformed Services University of Health Sciences	Medical Students
1997-1999	Health Professions Scholarship Program	Medical Students
1997-1999	Primary Care Apprenticeship Preceptor, George Washington University	Medical Students
1995-1997	University of South Dakota Medical School	Medical Students

PROFESSIONAL ORGANIZATION MEMBERSHIP

NATIONAL

2020-Present	AMA Academic Physician Section (APS) Governing Council
2020-2022	Association of American Medical College's Medical Education Senior Leaders (MESL) Steering Committee
2017-Present	Accreditation Council for Graduate Medical Education Family Medicine Appeals Committee
2012-2014	Association of American Medical College's Group on Regional Medical Campus (GRMC) Steering Committee
2010-2016	Accreditation Council for Graduate Medical Education, Family Medicine Review Committee
2006-Present	National Rural Health Association
1999-Present	Society of Teachers of Family Medicine
1992-Present	American Public Health Association
1988-Present	American Academy of Family Physicians
1988-Present	American Medical Association

STATE

2022-Present	SW Idaho Area Health Education Center Advisory Board
2022-Present	SW Idaho Area Health Education Center Continuing Medical Education Committee, Chair
2006-2022	Idaho Area Health Education Center Advisory Board
1999-Present	Idaho Public Health Association
1999-Present	Idaho Academy of Family Physicians
1999-Present	Idaho Medical Association
1999-Present	Ada County Medical Society
1992-1999	Uniformed Services Academy of Family Physicians
1988-1992	Washington, D.C. Academy of Family Physicians

PROFESSIONAL SERVICE

ACADEMIC

Boise State University:

2007-2010	Member, Strategic Directions Advisory Group
2006-2010	Director, Friends of Nursing Board of Directors
2008-2010	Member, Executive Committee, Friends of Nursing Board of Directors

Full Circle Health:

2025-Present	Designated Institutional Official
2014-Present	Member, Graduate Medical Education Committee
2007-2014	Designated Institutional Official
2007-2014	Chair, Graduate Medical Education Committee
2005-2008	Member, Patient Education Committee

University of Washington School of Medicine:

2023	Member, Executive Vice Dean Search Committee
2022-2023	Member, CEO and Dean Search Committee
2022-Present	Restorative Practices Steering Committee
2022-Present	UW Medicine Leadership Council for System Integration
2018-Present	WWAMI Institute for Simulation in Healthcare (WISH) Executive Committee
2017-Present	Idaho WWAMI Advisory Board
2013-2015	Ex-Officio Member, Curriculum Renewal Steering Committee

2013	Member, Search Committee, Medical Director for Telehealth Services
2012-2014	Member, UW Medicine Strategic Marketing and Communications Committee
2011-2014	Executive Steering Committee/Center for Equity, Diversity, and Inclusion (CEDI)
2010-2017	Co-Director, Targeted Rural/Underserved Track (TRUST)
2010-2011	Member, Vice Dean for Academic Affairs Search Committee
2010	Member, Chair Search Committee, Department of Family Medicine
2007-2015	Member, Elective Clerkship Committee
2007-2015	Member, Curriculum Oversight Committee
2007	Member, Chair Search Committee, Department of Family Medicine
2007	Member, Associate Dean for Student Affairs Search Committee
2007-2009	Member, Medical Student Education Strategic Planning Steering Committee
2007-2009	Member, Medical Student Education Strategic Planning Advisory Committee
2006-2015	Member, WWAMI Track Steering Committee
2006-2015	Member, WRITE Steering Committee
2002-2015	Member, Idaho Track Steering Committee

Veterans Affairs Medical Center:

2006-Present	Member, Academic Affiliations Partnership Council

PROFESSIONAL

Ada Canyon Medical Education Consortium:

2018-2022	Chair, Board of Directors
2006-Present	Director, Board of Directors
2007-2018	Treasurer

Accreditation Council for Graduate Medical Education (ACGME):

2017-Present	Appeal Panel Member, Family Medicine
2010-2016	Member, Family Medicine Review Committee

American Academy of Family Physicians:

2007-2010	Member, Working Group on Rural Health
2006-2010	Member, Commission on Education
2006-2010	Member, Subcommittee on Graduate Medical Education
2022-Present	Idaho Delegate, Congress of Delegates
2002-2010	Idaho Delegate, Congress of Delegates
2010-2022	Idaho Alternate Delegate, Congress of Delegates
1994-1995	Resident Representative, Commission on Public Health/Scientific Affairs
1993-1994	Resident Delegate, Congress of Delegates
1992-1993	Student Representative, Committee on Research

American Medical Association:

2024-2024	Academic Physician Section, Immediate Past Chair
2023-2024	Academic Physician Section, Chair
2022-2023	Academic Physician Section Chair-Elect
2020-2022	Academic Physician Section Alternate Delegate to AMA House of Delegates
2020-Present	Academic Physician Section Governing Council
2008-Present	Academic Physician Section

Association of American Medical College's Group on Regional Medical Campus (GRMC):

2012-2014	Member Steering Committee

Association of American Medical College's Medical Education Senior Leaders (MESL):

2020-2022	Member, Steering Committee

Idaho Academy of Family Physicians:

2022-Present	Idaho Delegate, AAFP Congress of Delegates
2013-2014	Past President
2012-2013	President

2011-2012	President elect
2010-2022	Idaho Alternate Delegate, AAFP Congress of Delegates
2003-2012	Treasurer, Board of Directors
2003-Present	Director, Board of Directors
2002-2018	Physician Coordinator, TAR WARS Program
2002-2010	Idaho Delegate, AAFP Congress of Delegates
1999-2000	New Physician Representative

Idaho Medical Association:

2007-Present	Delegate, House of Delegates
2007-2011	Member, Financial Services Program Advisory Committee
2006-2017	Co-Chair, Medical Education Affairs Committee

Uniformed Services Academy of Family Physicians (USAFP):

1998-1999	Chairperson, Membership and Member Services Committee
1995-1998	Member, Disease Prevention and Health Promotion Committee

CIVIC AND COMMUNITY

Health Care Workforce Council, Washington:

2017-Present	Chair
2011-2017	Vice Chair

Agency for Healthcare Research and Quality (AHRQ), U.S. Department of Health and Human Services (HHS)

2011-2015	Member, Regional Expert Panel

Boise Metro Chamber of Commerce:

2006-Present	Member, Chamber of Commerce
2006-2008	Member, Leadership Boise

Idaho Public Health Association:

2006-2012	Director, Board of Directors

Idaho Simulation Network:

2007-2010	Co-Chair, Board of Directors
2007-2010	Member, Academic Group

St. Luke's Regional Medical Center, Boise, Idaho:

2007-2015	Member, Medical Education Committee

HONORS AND AWARDS

2025	Full Circle Health, Family Medicine Residency, Boise, Outpatient Teaching Faculty of the Year
2011	Agency for Healthcare Research and Quality, U.S. Department of Health and Human Services, Regional Expert Panel
2010	Idaho Business Review, Health Care Heroes Honoree, Hero Educator, Sponsored by the University of Idaho
2006	Idaho Track Teacher of the Year, WWAMI Medical Students, University of Washington School of Medicine
2005	WWAMI Distinguished Teacher of the Year, University of Washington School of Medicine

2004	Idaho Track Teacher of the Year, WWAMI Medical Students, University of Washington School of Medicine
2003	Faculty of the Year, Family Medicine Residency of Idaho, Inc.
1998	Faculty of the Year, Malcolm Grow Medical Center
1993	Intern of the Year, Malcolm Grow Medical Center
1992	Certificate of Appreciation, Washington, D.C. Academy of Family Physicians
1991	Family Medicine Interest Group Award, American Academy of Family Physicians
1991	Certificate of Appreciation, Washington, D.C. Academy of Family Physicians

PRESENTATIONS

Year	Title of Presentation	Organization	Location
04/28/2015	*Addressing Requirements, Milestones, NAS, and Other Accreditation Issues: A Workshop With the RC-FM* *Peter Carek, MD, MS; Suzanne Allen, MD, MPH; Paul Callaway, MD; Stacy Potts, MD, Med*	48th STFM Annual Conference	Orlando, FL
04/28/2015	*Family Medicine Rural Tracks: Undergraduate and Graduate Experience and Updates - Suzanne M. Allen, MD, MPH; Randy Longecker, MD*	48th STFM Annual Conference	Orlando, FL
03/20/2015	*EPAs, Milestones and Competencies and what they mean for clinical education*	Montana WWAMI	Big Sky, MT
02/20/2015	*Precepting Medical Students in Clinic*	Wyoming Medical Society	Jackson Hole, WY
11/13/2014	*WWAMI Overview*	Maine Medical Center Education Retreat	Freeport, ME
10/17/2014	*IOM Recommendations: GME that Meets the Nation's Health Needs*	GME Summit	Bozeman, MT
05/09/2014	*WWAMI Overview*	Friends of the UWSOM, Center for Urban Horticulture	Seattle, WA
05/02/2014	*Efforts to Reform and Expand Graduate Medical Education: A Review of State Initiatives*, Suzanne Allen, Erin Fraher, Linda Lacey, Ben Robinson	2014 Health Workforce Research Conference	Washington, DC
04/14/2014	*Training the Primary Care Physician/Suzanne Allen, Thomas J. Hansen, James Herman*	25th Natl Conference on Primary Care Access in San Francisco	San Francisco, CA
03/29/2014	*ACGME-RRC-FM Requirements*	2014 RAD Conference	Kansas City
03/20/2014	*Curriculum Renewal at the University of Washington School of Medicine*	Roundtable: Spokane Rural Health Conference	Spokane, WA
02/20/2014	*WWAMI Overview and TRUST Overview & Discussion*	Rural Medical Educator's Conclave	Spokane, WA
12/2013	*WWAMI Graduate Medical Education;* Webinar, Improving Health, Preventing Disease, Decreasing Costs for All	New Hampshire Division of Public Health Services;	Webinar
07/2013	*Precepting Medical Students in Clinic*	Wyoming Medical Society Annual Meeting	Laramie, WY

05/2013	*TRUST (with Tom Greer, MD, MPH, & Jay Erickson, MD)*	46th STFM Annual Spring Conference	Baltimore, MD
06/2012	*Through the Looking Glass: The Continuum of Medical Education*	Wyoming Medical Society Annual Meeting	Jackson Hole, WY
11/2011	*Growing GME to Meet Physician Workforce Needs Throughout a Region: The WWAMI Experience*	AAMC-Association of American Medical College 2011 Annual Meeting	Denver, CO
11/2011	*The Role of Admissions in Meeting Physician Workforce Needs*	AAMC-Association of American Medical College 2011 Annual Meeting	Denver, CO
11/2011	*Community Engagement in Community Training Sites: Making it Happen*	AAMC-Association of American Medical College 2011 Annual Meeting	Denver, CO
11/2011	*Innovative Strategies in Graduate Medical Education: WWAMI Graduate Medical Education Models*	American Medical Association – Section on Medical Schools	Denver, CO
10/2011	*WWAMI: Helping meet the physician workforce needs in a 5-state region (Poster Presentation)*	13th International Health Workforce Collaborative Conference (IHWC)	Brisbane, Australia
09/2011	*TRUST – Connecting medical school to residency*	Consortium of Longitudinal Integrated Clerkships (CLIC) Conference	Yankton, SD
09/2011	*Cardiology and Primary Care: the WWAMI Approach*	National Conference of State Legislators (NCSL) Meeting	Seattle, WA
05/2011	*Development of Rural Programs at Two Schools: University of Alabama School of Medicine and University of Washington School of Medicine*	Keynote Speaker-National Rural Medical Education Annual Meeting	Austin, Texas
05/2011	*GME Funding Webinar - innovative ideas on expanding and improving graduate medical education*	American Medical Association (AMA) - Medical Education Unit	Webinar
03/2011	*TRUST (Targeted Rural Underserved Track), a Four Year Rural and Underserved Longitudinal Medical School Curriculum Implemented Across Multiple Regional Campuses*	AAMCC-Association of American Medical Colleges Group on Regional Medical Campuses & Group on Diversity and Inclusion Spring Meeting	New Orleans, LA
01/2011	*WWAMI GME Models*	AMA State Legislative Strategy Conference	Bonita Springs, Florida

11/2010	*WWAMI GME Models*	American Medical Association sponsored State-based GME and Medical Workforce Summit	Chicago, Illinois
10/2010	*Targeted Rural Underserved Track (TRUST) Implementing a four-year rural/underserved longitudinal medical school curriculum at the UWSOM*	Global Community Engaged Medical Education Muster	Novotel Barossa Valley Resort, South Australia
10/2010	*Facilitated Pearls: Scaling Up*	Global Community Engaged Medical Education Muster	Novotel Barossa Valley Resort, South Australia
10/2010	*WWAMI Rural Integrated Training Experience (WRITE) – administering a rural longitudinal integrated community clerkship (LICC) experience across five states*	Global Community Engaged Medical Education Muster	Novotel Barossa Valley Resort, South Australia
10/2010	*Smoking Cessation*	First-Year WWAMI Medical Students University of Idaho - Washington State University	Pullman, Washington
4/2010	*Bipolar Disease in the Family Medicine Office*	WRITE Faculty Visit Presentation	Hailey, Idaho
4/2010	*Connecting with High School and College Students through Pipeline Programs*	Society of Teachers of Family Medicine (STFM) Annual Spring Conference	Vancouver, Canada
3/2010	*Medical Education the Regional Way*	UNTHSC-University of North Texas Health Science Center Clinical Education Symposium	Fort Worth, Texas
3/2010	*WWAMI – University of Washington School of Medicine Five State Program*	Group on Regional Medical Campuses	Spokane, Washington
2009	*Graduate Medical Education*	Idaho State Board of Education & University of Idaho	Boise, Idaho
2007	*Asthma Pathophysiology*	Asthma Educator Institute	Boise, Idaho
2007	*Careers in Medicine*	Third-Year Medical Students on Idaho Clerkships, University of Washington School of Medicine	Boise, Idaho
2007	*Careers in Medicine*	First-Year WWAMI Medical Students University of Idaho - Washington State University	Pullman, Washington

2007	*Health Care: Panel Discussion*	Governor's Idaho Health Care Summit	Boise, Idaho
2007	*Pediatric Asthma: Shifting from Episodic to Prev. Care*	Alaska Academy of Family Physicians 21st Annual Scientific Congress	Valdez, AK
2007	*Residents in Difficulty: The Good, the Bad, and the Ugly*	Society of Teachers of Family Medicine 27th Conference on Families and Health	Austin, Texas
2007	*Smoking Cessation / The Dirty Weed*	First-Year WWAMI Medical Students University of Idaho - Washington State University	Pullman, Washington
2007	*Smoking Cessation / The Dirty Weed*	Medical Staff - Caldwell Memorial Hospital	Caldwell, Idaho
2006	*Careers in Medicine*	Third-Year Medical Students on Idaho Clerkships, University of Washington School of Medicine	Boise, Idaho
2006	*Comparison of Two Longitudinal Medical Education Programs: RPAP – WRITE*	7th World Organization of Family Doctors (WONCA) Rural Health Conference	Seattle, Washington
2006	*An Outpatient Teaching Protocol for the Treatment of Unipolar Depression*	Society of Teachers of Family Medicine 26th Conference on Families and Health	Austin, Texas
2006	*Smoking Cessation / The Dirty Weed*	Membership - Idaho Medical Association House of Delegates	Boise, Idaho
2006	*Smoking Cessation / The Dirty Weed*	Medical Staff - Portneuf Medical Staff	Pocatello, Idaho
2005	*Careers in Medicine*	Third-Year Medical Students on Idaho Clerkships, University of Washington School of Medicine	Boise, Idaho
2005	*Family Medicine Pipeline Project in Idaho*	Society of Teachers of Family Medicine 31st Predoctoral Education Conference	Albuquerque, NM
2005	*On Their Own Terms: Integrating Psychiatric and Behavioral Science Teaching into Residents' Continuity Clinics*	Society of Teachers of Family Medicine 25th Conference on Families and Health	Amelia Island, Florida
2004	*Asthma: 10 Key Quality Indicators*	Idaho Academy of Family Physicians Annual Conference and the Asthma Educator Institute	Boise, Idaho

2004	*Careers in Medicine*	Third-Year Medical Students on Idaho Clerkships, University of Washington School of Medicine	Boise, Idaho
2004	*Methods of Direct Observation: Evaluating ACGME Competencies via OSCE, Clinic Shadowing, and Video Review*	Society of Teachers of Family Medicine 37th Spring Conference	Toronto, Canada
2003	*Teaching and Learning Styles*	Faculty Development Fellowship University of Washington School of Medicine	Seattle, Washington
2003	*Violence: A Family Practice Protocol*	Society of Teachers of Family Medicine 36th Spring Conference	Atlanta, Georgia
2002	*Innovations in Ethics*	Forum for Behavioral Sciences	Chicago, Illinois
1998	*Contraception*	Capitol Conference Board Review Course	Andrews AFB, Maryland
1995	*Taking the Headache Out of Implementing Preventative Services*	National Congress of Family Practice Residents and Students	Kansas City, MO
1989	*Alcohol and Substance Abuse*	American Medical Student Association Education Program	Washington, D.C.
1988	*A Mouse Model for Acute Epididymitis Provoked for Chlamydia trachomatis*	Pacific Coast Fertility Society 36th Annual Meeting	Palm Springs, CA

PUBLICATIONS

Journal	**Title of Publication**	**Authors**
The American Journal of Surgery, Vol. 224, Issue 1, pg 612-616.	*"The Impact of the COVID-19 Pandemic on Medical Student Education: Implementation and Outcome of a Virtual Surgery Curriculum*	Nicole Zern Laura Yale Marke Whipple. MD Suzanne Allen, MD, MPH Douglas Wood, MD Roger Tatum, MD James Perkins, MD Kristine Calhoun, MD
Family Medicine, 53(7): 593-594	*Learning from the Implementation of the Milestones*	Suzanne Allen, MD, MPH
Academic Medicine, 95(9S): S542-S546	*University of Washington School of Medicine*	Suzanne Allen, MD, MPH Michael Ryan, MD Mark Whipple, MD Kellie Engle Lynne Robins, PhD Matthew Cunningham, PhD Marjorie Wenrich, PhD
Academic Medicine, 91(1):65-69, January 2016.	*'The WWAMI Targeted Rural Underserved Track (TRUST) Program: An Innovative Response to Rural Physician Workforce Shortages"*	Thomas Greer, MD, MPH, Amanda Kost, MD, David V. Evans, MD, Tom Norris, MD, Jay Erickson, MD, John McCarthy, MD, and Suzanne Allen, MD, MPH

Journal	**Title of Publication**	**Authors**
Academic Medicine, August 2014 Volume 89 – Issue 8 – p S35-S39.	*"Expanding Clinical Medical Training Opportunities at the University of Nairobi: Adapting a Regional Medical Education Model from the WWAMI Program at the University of Washington."*	Mara J. Child, MPH, MPA, James N. Kiarie, MMed, MPH, Suzanne M. Allen, MD, MPH, Ruth Nduati, MMed, MPH, Judith N. Wasserheit, MD, MPH, Minnie W. Kibore, MMed, Grace John-Stewart, MD, MPH, PhD, Francis J. Njiri, PGD, MSc, Gabrielle O'Malley, PhD, Raphael Kinuthia, MSc, Tom E. Norris, MD, Carey Farquhar, MD, MPH
Academic Medicine, December 2013, Vol. 88, No. 12	*"Challenges and Opportunities in Building a Sustainable Rural Primary Care Workforce in Alignment With the Affordable Care Act: The WWAMI Program as a Case Study"*	Suzanne M. Allen, MD, MPH, Ruth A. Ballweg, MPA, PA-C, Ellen M. Cosgrove, MD, Kellie A. Engle, Lawrence R. Robinson, MD, Roger A. Rosenblatt, MD, MPH, MFR, Susan M. Skillman, MS, and Marjorie D. Wenrich, MPH
Biology of Reproduction, January 1989 40 (1) 165-172; doi:10.1095/biolreprod40.1.165	*"A proposed mouse model for acute epididymitis provoked by genital serovar E, Chlamydia trachomatis"*	FB Kuzan, DL Patton, SM Allen, and CC Kuo

http://www.biolreprod.org/content/40/1/165.full.pdf+html

SUBJECT

Higher Education Research Council Appointment

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 McKinsey Lyon as a non-institutional representative for a three-year term expiring 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 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 Heather Messenger's replacement on the Council, HERC identified Gurtej Sandu as the individual they would like to have serve as its third non-institutional representative.

Gurtej Sandhu is Principal Fellow and Vice President at Micron Technology. In his current role, he is responsible for Micron's end-to-end (Si-to-Package) R&D technology roadmaps. His 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. Dr. Sandhu's 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.

Joining HERC as its newest member, Gurtej brings unique experience, perspective, and expertise from industry and is sure to be an asset to the Council as it works to carry out its important responsibilities and duties.

ATTACHMENTS

Attachment 1 – Current HERC Membership – August 2025

STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

BOARD ACTION

I move to appoint Gurtej Sandu as a non-institutional representative to the Higher Education Research Council, for a three-year term expiring on June 30, 2029.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

HIGHER EDUCATION RESEARCH COUNCIL
August 2025

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

Eileen Barber (06/23-06/26)
Non-institutional representative
Co-Founder
Keynetics

Dr. Grace Anderson
Vice President for Institutional Research & Effectiveness
Lewis-Clark State College

Heather Messenger (06/23-06/26)
Non-institutional representative
Executive
PPD Biotech

Dr. Christopher Nomura
Vice President for Research & Economic Development
University of Idaho

McKinsey Lyon (06/25-06/28)
Non-institutional representative
VP of External Affairs
Perpetua Resources

Board Staff Support
Dr. Heidi Estrem
Chief Academic Officer

Mr. John Thomas
HERC Program Manager

IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

State Rehabilitation Council Appointment

REFERENCE

December 2022	Board appointed three new members to the Council.
October 2023	Board appointed one current member to the Council.
December 2023	Board appointed five new members to the Council.
June 2024	Board appointed two new members to the Council.
August 2024	Board re-appointed two members to the Council.
October 2024	Board appointed three new members and re-appointed one current member
April 2025	Board approved three new members
October 2025	Board approved two new members

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section IV.G.
Idaho Code § 33-2202
Idaho Code § 33-2303
Code of Federal Regulations 34 CFR § 361

BACKGROUND/DISCUSSION

Code of Federal Regulations (34 CFR § 361.17) sets out the requirements for the State Rehabilitation Council (Council). The regulations require members of state councils to be appointed by the Governor or, in the case that state law vests authority for the administration to an entity other than the Governor, the chief officer of that entity. Idaho Code § 33-2303 designates the State Board for Career Technical Education (CTE) as that entity, and Idaho Code § 33-2202 designates the State Board of Education as the board for CTE "for the purpose of carrying into effect any acts by Congress affecting vocational rehabilitation."

Further federal regulations establish that the Council must be composed of at least fifteen (15) members, including:

i. At least one representative of the Statewide Independent Living Council, who must be the chairperson or other designee of the Statewide Independent Living Council;
ii. At least one representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act;
iii. At least one representative of the Client Assistance Program established under 34 CFR part 370, who must be the director, or another individual recommended by the Client Assistance Program;
iv. At least one qualified vocational rehabilitation counselor with knowledge of, and experience with vocational rehabilitation programs, who serves as an

ex officio, nonvoting member of the Council if employed by the designated State agency;

v. At least one representative of community rehabilitation program service providers;
vi. Four representatives of business, industry, and labor;
vii. Representatives of disability groups that include a cross section of (A) individuals with physical, cognitive, sensory, and mental disabilities; and (B) representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
viii. Current or former applicants for, or recipients of, vocational rehabilitation services;
ix. In a State in which one or more projects are carried out under section 121 of the Act (American Indian Vocational Rehabilitation Services), at least one representative of the directors of the projects;
x. At least one representative of the State educational agency responsible for the public education of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act;
xi. At least one representative of the State workforce investment board; and
xii. The director of the designated State unit as an ex officio, nonvoting member of the Council.

Additionally, federal regulations specify that a majority of the council members must be individuals with disabilities who meet the requirements of 34 CFR § 361.5(b)(28) and are not employed by the designated State unit. Members are appointed for a term of no more than three (3) years, and each member of the Council may serve for not more than two (2) consecutive full terms. A member appointed to fill a vacancy prior to the end of the term must be appointed for the remainder of the predecessor's term. A vacancy in membership of the Council must be filled in the same manner as the original appointment; however the appointing authority may delegate the authority to fill that vacancy to the remaining members of the Council after making the original appointment.

The Council currently has one (1) nomination for Board consideration as follows:

The Council is recommending the appointment of Kaylauna Forell as a representative of Business, Industry, and Labor.

IMPACT

The appointment will maintain compliance with CFR 34 Part 361.16 and result in sixteen (16) total members.

ATTACHMENTS

Attachment 1 – State Rehabilitation Council Candidate Application

STAFF COMMENTS AND RECOMMENDATIONS

The requested appointments meet the provisions of Board policy IV.G. State Rehabilitation Council, and the applicable federal regulations.

Board staff recommends approval.

BOARD ACTION

I move to appoint Kaylauna Forell as a representative of the Business, Industry, and Labor to complete a three-year term, effective immediately through April 16, 2029.

Moved by _____ Seconded by _____ Carried Yes_____ No_____

Idaho Division of Vocational Rehabilitation

STATE REHABILITATION COUNCIL APPLICATION FORM

Name: Kaylauna Forell

Mailing Address: [redacted]

Home/Cell Phone: [redacted] Work Phone: [redacted]

E-Mail: [redacted]

Please explain why you would like to serve on the State Rehabilitation Council

I am interested in serving as a representative of the Business and Industry group on the SRC because I believe that advocating for inclusive workforce practices is essential to fostering stronger business operations and sustainable growth. I am passionate about ensuring that all members of society have equitable access to employment opportunities and that diverse perspectives are meaningfully represented in the workplace.
Serving on the SRC would provide a valuable opportunity to contribute ideas and insights that support the inclusion of underrepresented groups in the workforce, while also gaining exposure to

What Boards, Commissions, Councils, or Task Forces, etc., have you previously, or currently served on?

Name:		Term Date:	
Name:		Term Date:	
Name:		Term Date:	
Name:		Term Date:	

It is the expectation for members is to be able to commit to 1 day per quarter and 1 hour per month to dedicate to State Rehab Council activities. Do you have commitments or conflicts that might prevent you from attending quarterly Council meetings?

☑ **No** ☐ **Yes If "Yes" please explain:**

CFR 361.17(c)(1) Requires a majority of the Council members be individuals with disabilities. While your disclosure is voluntary, it would be a benefit to the Council in determining membership compliance.

Disability

[redacted]

Please attach a resume so that the Council may learn about employment history, educational background, group affiliations, community involvement and interests.

RETURN TO:

IDAHO STATE REHABILITATION COUNCIL
ATTN: Council Secretary
650 West State Street, Room 150
P.O. Box 83720
Boise, Idaho 83720-0096

KAYLAUNA FORELL

[redacted]

WORK EXPERIENCE

July 2024 – CURRENT

HR Specialist/Training Administrator | Encoder Products Company | Sagle, ID

- Maintains accurate and up-to-date human resource files, records, and documentation.
- Answers frequently asked questions from applicants and employees relative to standard policies, benefits, hiring processes, etc.; refers more complex questions to appropriate senior-level HR staff or management.
- Maintains the integrity and confidentiality of human resource files and records.
- Performs periodic audits of HR files and records to ensure that all required documents are collected and filed appropriately.
- Provides clerical support to the HR department.
- Assists with recordkeeping related to hiring, termination, leave, transfer, and promotion particularly related to Equal Employment Opportunity (EEO), affirmative action, and diversity initiatives.
- Assists with preparation of plans, policies, documents, and reports including EEO-1, affirmative action plans, organizational charts, labor agreements, and employee handbooks.
- Conducts new hire orientation.
- Develops, facilitates, and implements all phases of the recruitment process.
- Collaborate with department managers to identify and draft detailed and accurate job descriptions and hiring criteria.
- Tracks status of candidates in HRIS and responds with follow-up letters at the end of the recruiting process.
- Schedules meetings and interviews as requested by HR Generalist/Manager.
- Make photocopies; mail, scans and emails documents; and perform other clerical functions.
- Assists with job posting and advertisement processes.
- Screens applications and select qualified candidates.
- Schedules interviews; oversees preparation of interview questions and other hiring and selection materials.
- Assists with the interview process, attending and conducting interviews with managers, directors, and other stakeholders.
- Collaborate with the hiring manager and/or other human resource staff during the offer process, identifying and recommending salary ranges, incentives, start dates, and other pertinent details.
- Ensures compliance with federal, state, and local employment laws and regulations, and company policies.
- Organizes and attends job fairs, campus/college events, and other networking opportunities or recruiting sessions.
- Assists employees regarding benefits claim issues and plan changes.
- Distributes all benefits enrollment materials and determines eligibility.
- Responds to benefits inquiries from managers and employees on plan provisions, benefits enrollments, status changes and other general inquiries.
- Processes and administers all leave-of-absence requests and disability paperwork: medical, personal, disability and FMLA.
- Effectively interprets FMLA and ADA implications as they relate to leaves of absences/disabilities.
- Organizes and coordinates training sessions; reserves space for training, ensures that audiovisual equipment is available and operating, distributes materials such as handouts and quizzes, and handles other similar details and tasks.

KAYLAUNA FORELL

[redacted]

- Develops or assists with development of and maintains company-wide training records; tracks required initial and refresher training schedules.
- Researches and examines training products, reviews samples, demonstrations, and website content, and suggests additions or enhancements of the company's training library
- Creates, organizes, plans, and presents various forms of onboarding, orientation, and skills training for employees.
- Develops unique training programs to fulfill workers specific needs to maintain or improve job skills.
- Creates and/or acquires training procedure manuals, guides, and course materials.
- Presents training and development programs using various forms and formats including group discussion, and videos.
- Maintains records of training and development activities, attendance, results of tests and assessments, and retraining requirements, and successful completion of training.

APRIL 2023 – July 2024

HR Assistant | Encoder Products Company | Sagle, ID

- Maintaining/updating training records/data entry
- Recruiting duties and attending hiring events
- Work directly with Chief Executives in meetings on planning and development projects
- Developing reports/audits
- Assist with writing/updating policies and procedures
- Maintaining interpersonal/professional relationships with existing and future employees, and superiors
- Filing/entering new hire info into HRIS
- Maintaining updated State/Federal HR policy notices company-wide
- Maintaining schedules and dept calendar events/meetings
- Engaging in multiple taskforces for projects and training/computer applications as project manager
- Coordinating and conducting partial interviews, and leading orientations of new-hire employees
- Minor event coordinating company-wide, and other miscellaneous dept. project/event participation

OCTOBER 2022 – APRIL 2023 | *Encoder Products Company | Sagle, ID*

Return to Facilities Coordinator

- Assisting with data gathering for company COVID-19 metrics
- Maintaining/updating medical records/data entry
- Developing reports/audits

MARCH 2021 - OCTOBER 2022

Stockroom Clerk | Encoder Products Company | Sagle, ID

- Collecting/maintaining inventory
- Kitting work orders
- Filing
- Knowledge/use of current programs/systems
- Some cross training in shipping dept.

KAYLAUNA FORELL

[redacted]

OCTOBER 2020 - MARCH 2021

Cashier / Goodwill Industries of the Northwest / Ponderay, ID

- Cashiering
- Customer service
- Inventory/product organization
- Multi line phone system
- Clean bathrooms, displays, and register stations

JUNE 2020 - SEPTEMBER 2020

Boat Rental Employee/Office Worker | Watercraft Rentals | Sagle, ID

- Multi-line phones
- Filing contracts
- Orientation of boat safety rules + operations

JULY 2019 - SEPTEMBER 2020

Certified Nursing Assistant | Lifecare Center of Sandpoint | Sandpoint, ID

- Geriatric
- Other types of direct care
- Charting

NOVEMBER 2018 - JULY 2019

Assistant Teacher/Helper | Sandpoint Play & Learn | Sandpoint, ID

- Taking care of children ages 6 months-11 years old
- Prepare food for the children + help with crafting
- Clean and wash dishes.

JUNE 2018 - AUGUST 2018

Stockroom Clerk | Encoder Products Company | Sagle, ID

- Collecting inventory
- Kitting work orders
- Filing of customer order paperwork.

JANUARY 2017 - JUNE 2018

Receptionist | Sandpoint Furniture Carpet One Floor & Home | Ponderay, ID

- Greet customers
- Multi-line phone calls + take messages
- File paperwork
- Clean showroom areas

KAYLAUNA FORELL

[redacted]

SKILLS

- Multi-Telephone line skills
- MS Office proficiency
- Interviewing/Scheduling experience
- Data Entry
- Project management
- Time management
- Excellent verbal and written communication skills.
- Excellent interpersonal skills with the ability to manage sensitive and confidential situations with tact, professionalism, and diplomacy.
- Strong analytical and problem-solving skills.
- Excellent time management skills with a proven ability to meet deadlines.
- Excellent organizational skills and attention to detail.
- Ability to operate basic office and audiovisual equipment.
- Proficient with Microsoft Office Suite or related software.
- Proactive and independent with the ability to take initiative.
- Strong presentation skills.
- Adept with a variety of multimedia training platforms and methods.
- Ability to evaluate and research training options and alternatives.
- Medical Record keeping
- Charting
- Customer Service
- Inventory control
- Child/Geriatric care
- Shipping experience
- Cash register experience
- Ability to design and implement effective training and development.
- Proficient with or the ability to quickly learn human resource information system (HRIS), and similar computer applications.
- Thorough understanding of EEO, ADA, and other related employment laws and guidelines.
- Working understanding of human resource principles, practices and procedures.
- Ability to function well in a high-paced and at times stressful environment.
- Familiarity with laws, regulations, and best practices applicable to hiring and recruitment.

EDUCATION

2020-2022

Bachelor's Degree:

Bachelor of Science (Psychology) w/minor in Communication

University of Idaho, Moscow, ID

2018-2020

Associates Degree:

Associates of Science (Psychology)

North Idaho College, Coeur d' Alene, ID

KAYLAUNA FORELL

[redacted]

CERTIFICATIONS

2023-2024

Basic Technical Certificate

Business Management- Human Resource Development

North Idaho College, Coeur d' Alene, ID

2025-2026 Not Yet Complete

SHRM-CP

Currently studying for SRHM-CP exam

SRC Membership Composition

Members Shall Represent	Representation Required	Name	Region	Term	Term Dates	Voting Member	#
Current or former VR Recipient	Minimum 1	Brandon Dopf	Treasure Valley	1st	10/15/2025-10/14/2028	Yes	1
		Stephanie Taylor-Thompson	Eastern Idaho	2nd	8/21/2024 8/22/2027	Yes	2
Parent Training & Information Center	Minimum 1	Sarah Gornik	Treasure Valley	1st	12/17/2025 10/17/2027	Yes	3
Client Assistant Program	Minimum 1	Nancy Grant	Eastern Idaho	1st	Effective 12/21/2022 No term limit	Yes	4
VR Counselor	Minimum 1	Vacant	Treasure Valley	1st	04/16/2025 04/15/2028	No	
Community Rehabilitation Program	Minimum 1	Danielle Larsen	Treasure Valley	1st	06/12/2024-6/13/2027	Yes	5
Business, Industry and Labor	Minimum 4	Diana Colgrove	North Idaho	2nd	12/17/2025 12/18/2028	Yes	6
		Jeff DeForest	Treasure Valley	1st	12/13/2023 12/12/2026	Yes	7
		Lucas Rose	North Idaho	1st	12/13/2023 12/12/2026	Yes	8
		Vacant					
Disability Groups	No minimum or maximum	Tim Blonsky	Treasure Valley	2nd	8/26/2022-8/25/2028	Yes	9
		Janice Carson	North Idaho	1st	06/12/2024-6/13/2027	No	10
		Amber Maxwell	Treasure Valley	1st	04/16/2025 04/15/2028	Yes	11
State Independent Living Council	Minimum 1	Jami Davis	Treasure Valley	2nd	8/21/2024 08/22/2027	Yes	12
Department of Education	Minimum 1	Randi Cole	Treasure Valley	2nd	10/18/2023-10/17/2026	No	13
Interim Administrator of Vocational Rehabilitation	Minimum 1	Judy Taylor	Treasure Valley	06/2024 No end date		No	14
Idaho's Native American Tribes	Minimum 1	Feather Holt	North Idaho	10/16/2024 No end date		Yes	15
Workforce Development Council	Minimum 1	Donna Butler	Eastern Idaho	1st	04/16/2025 04/15/2028	Yes	16