TAB	DESCRIPTION	ACTION
1	BAHR – BOARD POLICY V.V. SCHOLARSHIPS – SECOND READING	Action Item
2	BAHR – BOISE STATE UNVIERSITY – EVENT SECURITY, PARKING, AND TRAFFIC CONTROL SERVICES CONTRACT WITH BEST CROWD MANAGEMENT	Action Item
3	BAHR – IDAHO STATE UNIVERSITY – HEAD SOFTBALL COACH CONTRACT	Action Item
4	BAHR – UNIVERSITY OF IDAHO – HEAD BASKETBALL COACH CONTRACT	Action Item
5	IRSA – BOARD POLICY III.N. STATEWIDE GENERAL EDUCATION – SECOND READING	Action Item
6	PPGA – DATA MANAGEMENT COUNCIL APPOINTMENTS	Action Item
7	PPGA – COLLEGE OF IDAHO EDUCATOR PREPARATION PROGRAM REVIEW	Action Item
8	PPGA – BOISE STATE UNIVERSITY SPED DIRECTOR PROGRAM APPLICAITON	Action Item

TAB	DESCRIPTION	ACTION
9	PPGA – BOISE STATE UNIVERSITY LITERACY SPECIALIST PROGRAM APPLICATION	Action Item
10	PPGA – BOARD POLICY I.B. PROCEDURES REPEAL – SECOND READING	Action Item
11	PPGA – BOARD POLICY VII.A. CTE GENERAL POLICIES AND DEFINITIONS – SECOND READING	Action Item
12	PPGA – BOARD POLICY VII.B. CTE PROGRAM DELIVERY – SECOND READING	Action Item

SUBJECT

Board Policy V.V. Scholarships – Second Reading

BACKGROUND

Board staff, in coordination with institutional representatives, has identified the need to establish policy guardrails governing the use of the Armed Forces / Public Safety Officer Dependent Scholarship (AF/PSOD Scholarship), administered by the Office of the State Board of Education (OSBE) pursuant to Idaho Code Section 33-4302.

The updated language for the proposed amendments to Policy V.V. was developed in consultation with select legislators and a contact at the U.S. Department of Veterans Affairs (VA) to ensure the proposed policy language is well-informed and appropriately scoped.

PROPOSAL

The proposed amendments to Policy V.V. establish guardrails for administration of the AF/PSOD Scholarship, addressing application deadlines, housing and meal plan fund alignment, study abroad parameters, disability status documentation, and recipient agreement requirements.

IMPACT

Approval of the proposed amendments will give institutions consistent guidance for administering the AF/PSOD Scholarship and ensure alignment with applicable state and federal requirements, supporting equitable and accountable administration of scholarship funds for qualifying service members, veterans, public safety officers, and their families.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The proposed amendments were prepared by Board staff with input from legislative contacts and VA.

There have been no changes to the policy language from the first reading to the second reading.

Board staff recommends approval.

ATTACHMENTS

Attachment 1 – Proposed Policy Amendments – Clean
Attachment 2 – Proposed Policy Amendments – Redline

BOARD ACTION

I move to approve the second reading of the amendments to Board Policy V.V. Scholarships, as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

APPLICABLE STATUTE, RULE OR POLICY

Idaho Code § 49-418A
Idaho Code § 33-4302
Board Policy V.V. Scholarships

REFERENCE

October 2011	Board approved first reading of proposed amendments to Board Policy V.V.
February 2012	Board approved second reading of proposed amendments to Board Policy V.V.
June 2026	Board approved first reading of proposed amendments to Board Policy V.V.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
SUBSECTION: V. Scholarships **August 2026**

1. Purpose: This policy establishes expectations and guidelines for the implementation of scholarship and grant programs managed by the Office of the State Board of Education and the state's public institutions and community colleges.

2. Definitions

   a. Institutions: Boise State University, Idaho State University, Lewis-Clark State College, and University of Idaho.

   b. Community colleges: College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, and North Idaho College.

3. Armed Forces / Public Safety Officer Dependent Scholarship

   Per Idaho Code Section 33-4302, the Office of the State Board of Education (OSBE) administers the Armed Forces / Public Safety Officer Dependent Scholarship (AF/PSOD Scholarship).

   a. The AF/PSOD Scholarship will have three application deadlines.
      i. Fall semester: July 1
      ii. Spring semester: December 1
      iii. Summer semester: April 15

   b. AF/PSOD Scholarship funds will be provided in alignment with the lowest-cost housing option and the lowest-cost meal plan (typically covering 14 to 19 meals) of the institution the recipient attends. If an individual selects a higher cost housing or meal plan option, alternate funding must be used to cover the difference.

   c. AF/PSOD Scholarship funds may not be used to cover costs associated with study abroad unless approved via a separate application to the Scholarship Program Manager. The maximum amount of AF/PSOD Scholarship funds provided for a study abroad semester may not exceed the amount provided to the recipient for their most recent in-state semester.

   d. Disability status will be based on a documented disability determination that specifies unemployability from Veterans Affairs, PERSI, or the Social Security Administration. Disability determination documentation must be dated within the year prior to AF/PSOD Scholarship application submission. Any changes to the scholarship recipient's disability status must be reported to the OSBE Scholarship Program Manager within 30 days of the change.

   e. To accept and receive an AF/PSOD Scholarship, the recipient must confirm their agreement to the terms of the scholarship, including but not limited to required

communication regarding changes to their enrollment institution and enrollment status.

4. College and University License Plates (Idaho Code § 49-418A)

   Funds from the college and university special license plate program shall be used only as follows:

   a. To fund scholarships for Idaho residents attending the institution. Each institution may either create a new scholarship or fund existing scholarships so long as the scholarship recipients are Idaho residents as defined by Idaho Code and the rules of the Board.

   b. To contribute to academic programs. Provided, however, that this use of such funds shall be on the following conditions:

      i. Such funds must be matched in at least equal amounts to non-state, non-federal, and non-local governmental funds.

      ii. Such use requires prior approval of the Board.

5. Each institution participating in the college and university license plate program shall, upon request, present a detailed report to the Board of all recipients and distributions of all funds from said program.

   Said report shall include, at a minimum; a complete accounting of the receipts; a complete accounting of the disbursements; what scholarships were funded and in what amounts; a brief description of the scholarship requirements or criteria; a list of the recipients of scholarships funded; the academic programs to which contributions were made and in what amounts; the amount and source of non-governmental matching funds contributed to academic programs in conjunction with the license plate funds; and any projected future use of said funds.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
SUBSECTION: V. Scholarships ~~February 2012~~August 2026

1. Purpose: This policy establishes expectations and guidelines for the implementation of scholarship and grant programs managed by the Office of the State Board of Education and the state's public institutions and community colleges.

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Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: V. FINANCIAL AFFAIRS
SUBSECTION: V. Scholarships ~~February 2012~~August 2026

4. College and University License Plates (Idaho Code § 49-418A)

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b. To contribute to academic programs. Provided, however, that this use of such funds shall be on the following conditions:

i. Such funds must be matched in at least equal amounts to non-state, non-federal, and non-local governmental funds.

ii. Such use requires prior approval of the Board.

~~2~~5. Each institution participating in the college and university license plate program shall, upon request, present a detailed report to the Board of all recipients and distributions of all funds from said program.

Said report shall include, at a minimum; a complete accounting of the receipts; a complete accounting of the disbursements; what scholarships were funded and in what amounts; a brief description of the scholarship requirements or criteria; a list of the recipients of scholarships funded; the academic programs to which contributions were made and in what amounts; the amount and source of non-governmental matching funds contributed to academic programs in conjunction with the license plate funds; and any projected future use of said funds.

SUBJECT

Boise State University – Contract for Event Security, Parking, and Traffic Control Services with BEST Crowd Management

BACKGROUND

An environment of safety and security is critical for institutions to cultivate a climate conducive to knowledge and learning.

Boise State University (BSU) has historically utilized third-party contractors to provide security services for athletic and other campus events, including concerts, in conjunction with BSU's Department of Public Safety and the Boise Police Department. BSU currently has a contract with BEST Crowd Management to provide security services for athletic and other campus events, including concerts, commencement ceremonies and other campus activities. With the term of its current contract nearing expiration, BSU issued a Request for Proposals (RFP) to solicit proposals from contractors desiring to provide event security services at BSU. Key stakeholders at the University were included in the RFP creation and evaluation process as part of the Evaluation Team.

After evaluating all responses in accordance with the RFP and standard purchasing policies and procedures, BSU again selected BEST Crowd Management.

The contract for event security, parking and traffic control services is a one (1) year contract, with up to four (4) optional annual renewals. It will be used to provide security services for events and supplemental security services on an as-needed basis. That is, the costs are not fixed but rather are associated with the costs associated with each event's staffing requirements. These services are primarily utilized by the following University departments: Athletics, Public Safety, and University Event Services.

BEST Crowd Management's proposed pricing was compared to pricing established under the previous contract (RFP LB22-125). Comparable labor categories increased between 7.9% and 20.2%, with an average increase of approximately 16.1% over the four (4) year period. These increases are consistent with labor market inflation and wage pressures experienced across the event staffing and security industries.

The proposed pricing also reflects an expanded scope of services, including parking operations, traffic control services, parking supervision, and K-9 support capabilities that were not included in the previous contract. Additionally, BEST eliminated the Director of Operations charge, previously billed at $36.78 per hour, and continues to provide training, uniforms, equipment, background checks, scheduling systems, insurance, supervision, and administrative support within its fully burdened rates.

BSU has recently hosted and intends in the future to host large stadium concerts

and events annually which could significantly increase the need for event security services and in turn the costs paid to BEST. It should be noted, however, that such costs would be in part offset by the revenue of such an event and in part reimbursed by the concert promoter. Additionally, some of the costs of this contract are passed on to third parties - for example, if a couple hosts a wedding on campus and serves alcohol, the cost of event security is charged to them.

In analyzing historical costs along with forecasting costs, BSU anticipates that the contract cost will likely not exceed $5,000,000 over the course of the potential 5-year term.

PROPOSAL

BSU requests Board approval to award its RFP for event security, parking, and traffic control services to BEST Crowd Management, as detailed in Attachments 1-3. The contract is for a one-year term with up to four (4) optional annual renewals, with total costs not expected to exceed $5,000,000 over the potential five-year term.

IMPACT

Securing a comprehensive, five (5) year partnership for event security and parking management will directly safeguard the BSU campus community while elevating the fan and visitor experience. By deploying highly trained, licensed personnel who excel in crowd management and rapid emergency response, BSU ensures a safe, seamless environment across all venues, whether managing intimate campus gatherings or coordinating high-capacity stadium events.

Furthermore, integrating services from strategic pre-event planning to rigorous post-event analysis will optimize operational efficiency, mitigate logistical bottlenecks during concurrent events, and protect BSU's reputation as a premier, secure host for all who attend.

ATTACHMENTS

Attachment 1 – Event Security, Parking and Traffic Control Services RFP LB26-028
Attachment 2 – BEST's Responsive Proposal – Technical Proposal (Redacted)
Attachment 3 – BEST's Responsive Proposal – Cost Proposal

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has reviewed BSU's RFP process and the resulting contract with BEST Crowd Management and finds both to be consistent with Board policy and standard purchasing procedures.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to award its RFP for event security, parking, and traffic control services to BEST Crowd Management as outlined herein.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

APPLICABLE STATUTE, RULE OR POLICY

Board Policy V.I.2.a. Real and Personal Property and Services

REFERENCE

February 2020	Board approved contract with MAV Event Services, LLC (MAV) to provide event security services.
June 2022	Board approved contract with BEST Crowd Management to provide event security services.

BOISE STATE UNIVERSITY

REQUEST FOR PROPOSAL

RFP LB26-028

Event Security, Parking, and Traffic Control Services

Issue Date: 03/09/2026

RFP Administrative Information

RFP Title:	RFP No. LB26-028 Event Security, Parking, and Traffic Control Services
RFP Lead/Address to deliver response:	Logan Brudenell 1910 University Dr, MS-1210 Boise, ID 83725-1210 Email: loganbrudenell@boisestate.edu
Proposal Submittal:	Email Address: solicitation@boisestate.edu (Solicitation responses ONLY. All other correspondence should be directed to the RFP Lead as listed above)
University Procurement and Vendor Services	https://www.boisestate.edu/vpfa-p2p/ (information and updates posted here)
Optional Pre-Proposal Teleconference:	03/13/2026, 10:00 AM MST (Details will be provided upon RSVP)
Deadline to Receive Questions:	03/27/2026 5:00PM MST
Anticipated Release of Answers to Questions:	On or around 04/03/2026 https://www.boisestate.edu/vpfa-p2p/
RFP Closing Date:	**04/17/2026 by 5:PM MST - Late responses will not be accepted.**
RFP Opening Date:	10:30AM MST in the Procurement and Vendor Services Offices on the first work day following the Closing Date. (Opening will be completed virtually. Email RFP Lead for attendance details.) 04/20/2026
Validity of Proposal:	Proposals are to remain valid for **one hundred eighty (180) calendar days** after the scheduled RFP Closing Date. Proposals submitted with a validity period of less than this will be found non-responsive and will not be considered.
Initial Term of Contract and Renewals:	The initial term of the Contract will be for one (1) year. Optional one (1) year terms may mutually agree to, in writing, by the parties for up to four (4) consecutive optional years (collectively, the contract's "TERM").

Boise State University Overview

Boise State University ("University") is a public, higher-education institution and the largest university in Idaho, enrolling 25,831 students from every state and more than 60 countries. The University is dedicated to excellence in innovative teaching, cutting edge scholarship, and meaningful community outreach, serving the State of Idaho, region, nation, and global communities from the unique mindset of "Blue Turf Thinking."

Boise State offers more than 200 areas of study with undergraduate, technical, master's and doctoral programs and course offerings across multiple colleges including Arts and Sciences, Business and Economics, Education, Engineering, Graduate College, Health Sciences, Honors College, Innovation and Design, and School of Public Service.

Boise State is committed to fostering an environment where research and creative activity thrive and is a designated doctoral research institution with high research activity by the Carnegie Classification of Institutions of Higher Education. The University has strong ties to the community, region, and the area's industry leaders, leading to a multitude of opportunities for students within and beyond their majors.

Boise State's metropolitan campus runs along the banks of the Boise River, just a quick walk from the heart of Idaho's largest city— one of the most talked-about cities in the country.

Scope of Work

Boise State University, ID seeks comprehensive event security and parking management services for athletic events, campus activities, and special events throughout the academic and athletic calendar year. The selected contractor shall provide trained, licensed, and professionally presented security personnel and parking attendants capable of managing crowds ranging from small gatherings to large-scale stadium events with attendance exceeding 35,000 patrons.

The contractor shall maintain sufficient staffing capacity to fulfill multiple concurrent events while ensuring consistent service quality across all venues. Services shall encompass pre-event planning, active event management, post-event reporting, and emergency response coordination with Boise State University, ID officials and local law enforcement agencies.

Categories of Service

Service Categories and Staffing Requirements

Athletic Event Security Services -

- Football Games (6-8 events annually)
- Provide 250-350 security personnel per event based on anticipated attendance and threat assessment
- Deploy personnel across stadium entry points, concourses, field level, suites, and parking areas
- Coordinate with athletic department for specific positioning requirements
- Maintain enhanced security presence for rivalry games and high-profile matchups

Volleyball Events (Approximately 15 events annually)

- Supply average of 5 security staff per event

- Cover arena entrances, court-side positions, and crowd management zones
- Adjust staffing for tournament play and special promotional events

Soccer Events (12-15 events annually)

- Provide 4-5 security personnel per event
- Monitor field perimeter, spectator areas, and facility access points
- Ensure separation between opposing team supporters when necessary

Softball Events (15-20 events annually)

- Deploy 4-5 security staff per event
- Cover dugout areas, spectator seating, and parking lot supervision
- Provide additional coverage for conference tournaments

High School Football Events (20-25 events annually)

- Supply 6-8 security personnel per event
- Manage student sections and enforce venue policies
- Coordinate with visiting school administrators

Track and Field Events (2-3 events annually)

- Provide 8-10 security staff per event
- Monitor multiple competition areas simultaneously
- Control access to restricted areas including field event zones

Special Events and Supplemental Services

Stadium Concerts

- Deploy 300-400 security personnel for annual stadium concert events
- Provide stage barrier security, artist protection, and backstage access control
- Implement enhanced screening procedures and prohibited item enforcement

Campus Events

- Supply security for receptions, parties, weddings, and private functions
- Provide alcohol service monitoring and compliance oversight
- Deploy personnel for small-scale events requiring minimal security presence

Athletic Facility Rentals

- Monitor small-scale events utilizing athletic facilities
- Ensure proper facility usage and policy compliance
- Provide access control and property protection

Supplemental Security Services

- Deliver on-demand security patrols for specific campus areas
- Provide fire watch services during system outages or construction
- Supply emergency staffing for unexpected security needs

Event Setup Assistance

- Provide personnel to assist with event setup operations
- Support barricade placement, signage installation, and venue preparation
- Coordinate with facilities management and event planning teams

Parking Management Services

The contractor shall provide comprehensive parking management including:

Parking Attendant Services

- Supply trained parking attendants for lot management and fee collection
- Implement cashless, cash payment systems and mobile payment processing
- Maintain accurate revenue reporting and reconciliation procedures
- Provide attendants capable of managing high-volume ingress and egress periods

Traffic Control and Flagging

- Deploy certified flaggers for traffic direction and pedestrian safety
- Coordinate lane closures and traffic pattern modifications
- Implement traffic management plans for various attendance scenarios
- Maintain communication with local traffic authorities

Personnel Requirements and Standards

Training and Certification

All security personnel shall possess:

- Current state and federal security licensing and certifications as required
- Completion of venue-specific orientation program
- Training in crowd management and de-escalation techniques
- First aid and CPR certification for supervisory positions
- Understanding of Title IX requirements and reporting procedures
    - The University may require assigned personnel to complete University-provided Title IX or conduct training prior to deployment
- Knowledge of alcohol service regulations and enforcement
- All personnel provided under this contract who perform event security services on behalf of Boise State University may be designated as Campus Security Authorities (CSAs) in accordance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act).
- Contractor personnel serving in this capacity must complete Boise State University's required annual CSA training and comply with all applicable reporting obligations. The Contractor shall ensure that all assigned personnel complete required training within timelines established by the University and maintain compliance throughout the term of the agreement.
- Failure to complete required training or comply with reporting requirements may result in removal of personnel from University assignments

Staffing Classifications

The contractor shall provide personnel in the following categories:

- Security supervisors with minimum three years event security experience
- Lead officers with demonstrated leadership capabilities
- General security officers for standard posts
- Specialized personnel for K-9 units, if applicable
    - K-9 services, if proposed, must be specifically identified and approved in advance by the University
- Parking attendants with cash handling experience
- Certified traffic flaggers meeting state requirements

Uniform and Equipment Standards

Personnel shall maintain professional appearance including:

- Clearly identifiable uniforms with company and function designation
- Weather-appropriate attire for outdoor assignments
- Required safety equipment including high-visibility vests for parking staff
- Communication devices compatible with venue systems
- Incident reporting tools and documentation materials
- Radio Communications Compatibility
    - The Contractor shall provide two-way radios that are compatible with DMR Tier III trunked radio systems and capable of operating on Boise State University's current and future digital radio infrastructure. The University currently operates both digital and analog radio systems in parallel; however, the Contractor's

equipment must be capable of supporting the transition to the State of Idaho's digital radio system without reliance on legacy analog-only equipment.
    - Radios must be commercially supported and maintainable, and the Contractor shall not rely on equipment for which replacement parts or manufacturer support are no longer reasonably available.
    - Capable of operating on Boise State University's current and future digital radio infrastructure, as coordinated with University technical staff

Operational Requirements

Command and Control

- Establish unified command post for major events
- Integrate with venue emergency management systems
- Maintain real-time communication with Boise State University, ID police
- Deploy mobile supervision units for distributed events
- Implement digital incident tracking and reporting systems

Technology Integration

- Utilize workforce management platforms for scheduling and deployment
- Implement GPS tracking for mobile patrols and supervisors
- Deploy handheld devices for digital reporting and communication
- Integrate with venue access control and credentialing systems
- Provide real-time dashboard reporting for event managers

Emergency Response Protocols

- Develop comprehensive emergency action plans for each venue
- Conduct regular tabletop exercises with stakeholders
- Maintain medical emergency response capabilities
- Coordinate evacuation procedures and rally point management
- Document and review all emergency responses for continuous improvement

Performance Standards

Response Time Requirements

- Arrive at designated posts minimum 60 minutes before public gates open
- Respond to incident calls within 3 minutes at active events
- Deploy supplemental staffing within 2 hours of request
    - Deploy supplemental staffing as soon as practicable, and generally within two (2) hours, subject to availability and conditions
- Provide emergency coverage within 30 minutes for critical needs

Reporting and Documentation

- Submit preliminary incident reports within 2 hours of occurrence
- Provide comprehensive event reports within 24 hours of event conclusion
- Maintain detailed logs of all security activities and observations
- Generate monthly summary reports of services provided
- Document all training and certification compliance

Quality Assurance

- Conduct regular performance evaluations of deployed personnel
- Implement mystery shopper programs to assess service delivery
- Maintain customer service feedback mechanisms
- Track and analyze key performance indicators
- Provide quarterly business reviews with Boise State University, ID stakeholders

Administrative Requirements

Insurance and Liability

- The contractor shall maintain comprehensive insurance coverage including general liability, automobile liability, workers compensation, and professional liability appropriate for large-scale event security operations. Coverage limits shall meet or exceed industry standards for university athletic venues and special events.

Background Screening

- All personnel assigned under the resulting contract shall undergo comprehensive background investigations, including criminal history checks, employment verification, and reference validation. Enhanced screening shall be required for supervisory roles and positions with access to sensitive areas, systems, or confidential information. The awarded Contractor shall be responsible for tracking, maintaining, and securely storing all background investigation documentation in compliance with applicable federal and state laws and data privacy requirements.

Billing and Payment

- The contractor shall provide detailed invoicing showing personnel deployed, hours worked, billing rates by classification, and any additional charges. Electronic billing systems shall integrate with Boise State University, ID procurement and payment systems. The contractor shall maintain the flexibility to accommodate various funding sources and budget codes.

Material to include in proposal:

1. Process overview on how the Scope of Services would be achieved. Including primary deliverables.
2. Any suggested changes or recommendations to enhance the process.
3. Experience within higher education related to the specific positions identified.
4. References for the firm and team (key team members who would work with Boise State University).
5. Proposed timeline.
6. Price breakout.

Process Requirements

A non-mandatory pre-proposal teleconference will be held at the location and time as indicated in this RFP. This will be your opportunity to ask questions of the University staff. All interested parties are invited to participate. This conference will be used to provide additional detail about the RFP's purpose and expectations. Any oral answers given by the University during the pre-proposal conference are unofficial and will not be binding on the University. Those choosing to participate must pre-register via email to the RFP Lead with the name and contact information of all participants.

Those asking questions during the pre-proposal conference will be asked to submit those questions to the University in writing by the designated "Deadline to Receive Questions" period as indicated in section 1 of this RFP. For simplicity's sake, Offerors are strongly encouraged to submit just one, final set of questions after the pre-proposal conference but prior to the question deadline, rather than multiple sets of questions. Any oral answers given by the University during the pre-proposal conference are to be considered unofficial.

All questions must be submitted to the RFP Lead by the date and time noted in section 1.

Questions must be submitted using Exhibit 5, Offeror Questions via email to the RFP Lead at the email address listed in section 1 for the RFP Lead. Official answers to all questions will be posted on the University Procurement and Vendor Services Department's website https://www.boisestate.edu/vpfa-p2p/vendor-supplier-information-for-businesses/ as an amendment as indicated in section 1 of this RFP.

From the date of release of this RFP until the Intent to Award Letter is issued, all contact and requests for information shall be directed to the RFP Lead only. Regarding this RFP, all contact with other personnel employed by or under contract with the University is restricted. During the same period, no prospective Offeror shall approach personnel employed by, or under Contract to the University, on any other related matters. An exception to this restriction will be made for Offerors who, in the normal course of work under a current and valid contract with the University, may need to discuss legitimate business matters concerning their work with the University. Violation of these conditions may be considered sufficient cause by the University to reject an Offeror's Proposal, irrespective of any other consideration.

Proposals should be submitted on the most favorable terms an Offeror can propose, from both a price and technical standpoint, as well as with regard to legal terms and conditions. The University reserves the right to accept any part of a Proposal, or reject all or any part of any Proposal received, without financial obligation, if the University determines it to be in the best interest of the University to do so.

Discussions with individual Offerors (including the utilization of one or more rounds of Best and Final Offers (BAFO) and/or Negotiations) may be conducted as determined by the University to be in its best interest. Offerors should submit their best and most competitive cost proposal initially, as there is no guarantee that the University will conduct any discussions.

No verbal Proposals or verbal modifications will be considered. An Offeror may modify its Proposal in writing prior to the RFP closing time. A written modification must include the date and handwritten signature of the Offeror or its authorized representative.

All data provided by the University in relation to this RFP represents the best and most accurate information available at the time of RFP preparation. Should any data later be discovered to be inaccurate, such inaccuracy will not constitute a basis for Contract rejection or Contract amendment by an Offeror.

All Proposal concepts and material submitted becomes the property of the University and will not be returned to the Offeror unless the Solicitation is canceled by the University (State Code § 67-9215). Award or rejection of a Proposal does not affect this right. Proposals and supporting documentation may be available for public inspection upon written request following the announcement of a Contract award, except for information specifically labeled on each separate page as a "Trade Secret" under the Idaho Public Records Act, Section Title 74, Chapter 1, Idaho Code ("the Act"). Alternatively, information may be specifically labeled "exempt" from public records under another exemption found in the Act. Information specifically labeled as Trade Secret or otherwise exempt may be protected from disclosure, but only to the extent consistent with the Act or otherwise applicable federal or state law or regulation. Accordingly, the University cannot guarantee its confidentiality.

An appeal by an Offeror of an RFP specification, a non-responsiveness determination, or the award is governed by the Boise State University Procurement Appeals Process, and must be filed in accordance with that process.

Proposal opening will be held at the location and time as indicated in Section 1 of this RFP. All Offerors, authorized representatives, and the general public are invited, at their own expense, to be present at the opening of the Proposals. During the Proposal opening, only the names of the Offerors will be provided.

Any qualified Offeror may submit a Proposal. All Offerors are qualified unless disqualified. Those Offerors presently on the General Services Administration's (GSA) "list of parties excluded from federal procurement and non-procurement programs" may be disqualified.

All costs incurred in the preparation and submission of a Proposal in response to this RFP, including, but not limited to, the Offeror's travel expenses to attend the pre-proposal conference, Proposal opening, and presentation or negotiation sessions, shall be the sole responsibility of Offerors and will not be reimbursed by the University.

A Vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by emailing the Lead as identified in the solicitation, within five (5) business days of the date of the Letter of Intent to Award. Vendors should enter "RFP LB26-028 - Debriefings" as the email subject line. Unless good cause exists for delay, the debriefing should occur within ten (10) business days after the award has been made and may be conducted via face-to-face meeting, telephone, or video conference, or any other method acceptable to the University. The Lead Buyer or Director of Procurement and Vendor Services should chair the meeting. The debriefing will be oral and will be limited to a discussion of the Vendor's response only. It will provide information on areas in which the response was deemed weak or deficient, as well as areas of strength.

Please note, a Vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a Vendor prefers to have legal representation present, the Vendor must notify the University and identify its attorney. The University shall be allowed to schedule/or suspend, and reschedule the meeting at a time when a legal representative of the University can be present.

Submission Requirements

In order to be considered for the award, the sealed Proposal must be delivered to the University in accordance with the instructions and attention of the RFP Lead specified in Section 1 of the RFP, no later than the date and time specified. No late Proposals will be accepted. A Proposal received at the office designated in this RFP after the RFP closing date and time will not be accepted.

The Proposals must be emailed and the subject of the email must clearly include the RFP number and title. All attachments shall be clearly labeled to include the document name. Proposals shall contain the redacted version of the solicitation. The electronic file name of the redacted version must contain the word "redacted."

Signature Page (Exhibit 4) - Proposals must be submitted with the University–supplied signature page in the form provided, without modification. The Signature Page must be completed by an authorized individual. Authorized Signature means a manual, electronic, or digital signature or other identifier uniquely linked to a person authorized to sign documents that the vendor submits to the University. Failure to include a signed, complete, unmodified, original University Signature Page shall result in a finding that the Proposal is non-responsive, and no further consideration will be given to the Proposal.

Offeror must complete and return all information as specified in the Submission Requirements to be considered for award. If Offeror expressly conditions its Proposal upon the University's acceptance of additional terms or specifications outside those set forth in the Request for Proposal (other than contract terms to be negotiated), its Proposal may be deemed non-responsive.

The University will not accept any documents, Proposal requirements or supplemental materials after the Solicitation Closing Date.

RFP Amendment - If the RFP is amended, including through the question-and-answer process, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the Proposal may result in the Proposal being found non-responsive. Refer to the Boise State University Procurement and Vendor Services website: Vendor/Supplier Information for Businesses - Procurement and Vendor Services, for any amendments and the required amendment confirmation document.

Public Records - The Idaho Public Records Law, Idaho Code Sections 74-101 through 74-126, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the state of Idaho), regardless of the physical form or character. All, or most, of the information contained in your response will be a public record subject to disclosure under the Public Records Law. The Public Records Law contains certain exemptions. One exemption potentially applicable to part of your response may be for trade secrets.

Redacted Information - If your Proposal contains information that you consider to be exempt, you must also submit an electronic redacted copy of the Proposal with all exempt information removed or blacked out. The University will provide this redacted Proposal to requestors under the Public Records Law, if requested. Submitting Offerors must also:

Identify with particularity the precise text, illustration, or other information contained within each page marked "exempt" (it is not sufficient to simply mark the entire page). The specific information you deem "exempt" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise be clearly distinguished from other text or other information and be specifically identified as "exempt."

List of Redacted Exempt Information - Provide a separate document with your Proposal entitled "List of Redacted Exempt Information," which provides a succinct list of all exempt material noted in your Proposal. The list must be in the order in which the material appears in your Proposal, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text or other information; or in a manner otherwise sufficient to allow the University to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.

The University does not warrant and cannot guarantee protection of this information if disclosure is required. Offeror shall indemnify and defend the University against all liability, claims, damages, losses, expenses, actions, attorney fees, and suits whatsoever for honoring a designation of exempt or for the Offeror's failure to designate individual documents as exempt. The Offeror's failure to designate as exempt any document or portion of a document that is released by the University shall constitute a complete waiver of any and all claims for damages caused by any such release. If the University receives a request for materials

claimed exempt by the Offeror, the Offeror shall provide the legal defense for such claim.

No Redacted Information - Alternately, if there is no redacted information in the Proposal, please note that with the Proposal.

Insurance Requirements: Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement insurance of the types and with the limitations set forth in the Certificate of Insurance – University Requirements for Third-Party Vendors at, https://www.boisestate.edu/rmi/forms-and-information/ unless this requirement is waived in writing by the University prior to execution of this Agreement. Prior to the commencement of the term of this contract, the Contractor shall deliver or fax to the University the completed certificate(s) of insurance

The contractor must name the State of Idaho/Boise State University as Additional Insured under all policies with the exception of Workers Compensation/Employers Liability and Professional Liability policies.

Proposal Format

These instructions describe the format to be used when submitting a Proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Proposals. There is no intent to limit the content of Proposals. Evaluation points may be deducted from the Offeror's possible score if RFP is not followed. To be considered responsive, Offerors must submit information demonstrating the following:

1. Business Information- Statement of Experience and Qualifications to include:
    a. Contractors must demonstrate a thorough understanding of the higher education environment, including campus safety dynamics and stakeholder coordination, and possess a proven record of delivering event security services at comparable institutions and venues.
    b. Contractors must demonstrate an understanding of Boise State University's mission, values, and campus environment, and ensure that all assigned personnel conduct themselves in a manner consistent with the University's standards, culture, and expectations. Respondents shall have experience providing event security services within complex, research-intensive higher education environments comparable to an R1 institution.

2. Cost Proposal (Exhibit 1)
    a. All costs associated with the specifications of the RFP must be included in the mandatory Cost Proposal. All proposed pricing will be firm/fixed and fully-burdened with all direct and indirect costs, and must include (but not be limited to), all operating, administrative, and personnel expenses, such as overhead, salaries, profit, supplies, per diem, travel (airfare and/or mileage), lodging, and quality improvement
    b. Hourly rates shall remain firm for the initial contract term. Event-specific quantities and total costs will be established through individual work orders

3. References - (Exhibit 3)
    a. Please provide three professional references who can attest to your company's capabilities and relevant experience pertaining to the scope of this RFP.
    b. For each reference, include the company name, contact person, email address, phone number, and the estimated last date of business engagement.

4. Signature Page (Exhibit 4)

Offerors must adhere to all requirements of this RFP to be considered responsive. The determination of whether a Proposal is responsive is a determination made solely by the University. The University reserves the right to waive any non-material variation that does not violate the overall purpose of the RFP, frustrate the competitive solicitation process, or afford any Offeror an advantage not otherwise available to all Offerors.

Contract

The RFP, all attachments, appendices, and amendments, the successful Offeror's Proposal submitted in response to the RFP and any negotiated changes to the same negotiated and agreed to by the University in accordance with the requirements and provisions of this RFP, together comprise the Contract (hereinafter referred to as the "Contract") and will be formalized by the creation of a Purchase Order (PO) that ties these documents together.

Boise State University's Professional Services Agreement is attached as Exhibit 6, Boise State University's "Standard Contract Terms and Conditions", Boise State University "Solicitation Instructions to Vendors", all as may be amended from time to time (collectively, the "Terms and Conditions"), are each incorporated herein by reference and shall, along with the Request for Proposal and related documentation, and absent further post-award negotiation between the parties, form the governing written contract between the parties.

Affiliated Institution - Any State of Idaho public higher education institution ("Affiliated Institution") may elect to utilize the Award from this RFP to purchase goods or services from the Awarded Offeror. In the event of such election, the Affiliated Institution agrees to be bound by the terms of this Contract as if it were an original party hereto.

The contract, once finalized, will represent the entire agreement between the Contractor and University and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral. The successful Offeror will be required to indemnify, defend, and hold harmless the University and its related parties. In addition, Offeror will be required to possess and maintain all required licenses. The University will not consider terms requiring its indemnification of the Offeror; set-off rights, liens, or security requirements against the University or state funds; click-through terms and conditions; any agreements permitting unilateral modification; terms that waive punitive damages; or other provisions that violate state laws applicable to the University or the University's policies and practices.

- Any action arising from or relating to either this RFP, the Offeror's Proposal, or the resulting contract will be governed by Idaho law and must be brought in state courts located in Ada County, Idaho. By submitting a Proposal, each Offeror irrevocably consents to jurisdiction of such courts.
- The contract is not effective until signed by both parties, subsequent to all required University approvals. Once approved, the Procurement and Vendor Services Department will issue a Purchase Order specifying a commencement date (the "Effective Date"). The Contractor will not provide or render Services to the University under the contract until the Effective Date. The University may determine, in its sole discretion, not to reimburse the Contractor for products provided or services rendered prior to the Effective Date.

- In addition to the acceptance terms detailed in the contract, acceptance from the University will be based upon the completion of tasks and deliverables as agreed upon by the University and Contractor in the Project Implementation Plan.
- Upon any termination of the Contract, Contractor shall return to the University all copies of the confidential information or other materials incorporating confidential information in the possession of Contractor or its employees. Contractor agrees to (i) return all property in any form belonging to the University; and (ii) return all confidential information that may have been received from the University.
- Return all data (confidential or otherwise) that is the property of the University in a reasonable format specified by the University. All data must be delivered to Boise State within 6 weeks of request. This data must be delivered in an electronic format. Return of all data shall be provided by the Contractor at no additional cost to the University. The University will verify receipt of that data.
- Notwithstanding termination, the restrictions on disclosure and use of confidential information arising under the contract shall continue to be effective after the date of termination.
- The contractor is expected to comply fully with all applicable laws and regulations and industry standards regarding information security, data security, and privacy of personally identifiable information. Contractor will be required to indemnify, defend, and hold the University harmless from any claims, damages, costs, expenses, including attorney fees, resulting or arising from Contractor's failure to follow such laws, regulations, and standards.

Prior to the release of the Contract, the University and the apparent successful Offeror will clarify expectations and finalize the **Project Management Plan** for the implementation, deliverables, and schedule for payment of the Service.

The Project Management Plan must include a project schedule/timeline, tasks that require more than 5 hours of work, major deliverables, and payment milestones.

The Project Management Plan must include a description of each task and a designation of whether Boise State or the Offeror is responsible for the task.

Additionally, the Project Management Plan will contain all points of clarification, an agreed-upon Project Schedule for the implementation of the Service, and other clarifying supporting documents. Examples of points of clarification are clarification of requirements and legal clarifications. Examples of other clarifying supporting documents are a risk management plan, a change management plan, a configuration management plan, a milestone payment plan, and a project closure plan.

Upon a mutually agreed upon Project Management Plan, an award will be made, a Contract put in place, and implementation of the Service can begin.

Once the Contract is in place, all modifications to the Project Management Plan must be reviewed and approved by the University in writing.

Proposal Review and Evaluation

The objective of the University in soliciting and evaluating proposals is to ensure the selection of a Contractor(s) that will produce the best possible results for the funds expended.

Proposals must demonstrate that Offerors have the ability to complete the described functions of this RFP.

The Proposal(s) will be evaluated first as either "pass" or "fail," based on compliance with Mandatory (M) requirements. All Proposals that meet the Mandatory requirements will continue in the evaluation process. Proposals not meeting the Mandatory requirements may be found non-responsive.

The University will establish an evaluation team that may consult with subject matter experts to review and advise on any portion of the response to evaluate responses. Upon opening the responses, Boise State University Procurement and Vendor Services will inspect the Proposal for responsiveness. Under the facilitation of the Procurement and Vendor Services Department, the evaluation team will score the responsive proposals.

The University may request online webinars/meetings or face-to-face demonstrations from the top several scoring Offerors. If demonstrations are requested, the University may provide demonstration scenarios to Offerors.

The evaluation team will discuss and finalize its scoring with the Procurement and Vendor Services Department. Prior to award, the successful Offeror's response may be forwarded to a representative(s) of the Office of Information Technology and/or the Office of General Counsel to confirm that the Service will work within the University's infrastructure and policies.

The criteria described in the Evaluation Criteria section will be used to evaluate and score the Proposals for the purpose of ranking them in relative position based on how fully each Proposal meets the requirements of this RFP. Particular emphasis will be placed on the Offeror's understanding of the RFP, quality of product/service, and the description of how the activities will be performed.

The scores for the Business Information will be normalized as a whole, or by category, at Boise State University's sole discretion. Except for cost, the Proposal with the highest raw score will receive all available points in total or by category.

Pricing will be evaluated using a cost model that offers the University the best possible value over the initial term of the Contract. Cost evaluation will be figured by applying the Offeror-supplied costs from the Cost Sheet Boise State's estimated usage. The award will be to the responsive, responsible Offeror whose Proposal receives the highest number of points in the respective category.

The scores for the Cost Proposal will be normalized as follows: The Proposal with the lowest overall total cost proposed will receive all the cost points as assigned in the Evaluation Criteria below. Other Proposals will be assigned a portion of the maximum score using the formula:

The offeror will be notified of the result of the solicitation process in writing. Written notification will be sent to the authorized signer designated on the signature page.

Responsibility

At the sole discretion of the University, the RFP Lead may conduct a review to determine if the apparent high point Offeror is responsible. As part of the responsibility review, the RFP Lead may require the apparent high point Offeror to provide financial reports to the satisfaction of the University, and may also seek references to the satisfaction of the University. Nothing herein shall prevent the University from using other means to determine the Offeror's responsibility.

Key Evaluation Criteria

Category	Description	Points
Initial Review	Completeness, clarity, organization, and conformance to the RFP content and format requirements.	Pass/Fail
Experience	Record of experience providing event security, parking management, and traffic control services for events of similar size, scope, and complexity	300 points
Qualifications	Qualifications of the firm and the experts assigned, including education, experience, and professional expertise in this type of work.	400 points
References	Client experience on similar studies	100 points
Cost Proposal	Cost Proposal	200 points
Total Points		1,000 points

Anticipated Award Structure:

Boise State University anticipates the potential for multiple contract awards and reserves the right to divide the scope of work in any manner deemed to be in the University's best interest. Proposals will be evaluated based on the Offeror's demonstrated expertise, capacity, and ability to provide event security and parking management services across varying event types, venues, and attendance levels. Offerors may submit proposals for all or a portion of the scope of work, as appropriate.

This approach is intended to leverage specialized expertise and ensure the effective and efficient execution of each phase of this vital University undertaking. Contracts awarded under this solicitation may, upon mutual agreement of the parties and in accordance with applicable terms, be extended for the provision of similar services during the contract term. No minimum quantity of work is guaranteed.

List of attachments:

Included in the RFP:
Exhibit 1 - Cost Proposal Request (Submit as a separate email from the proposal)
Exhibit 2 - Scope of Services
Exhibit 3 - Professional References
Exhibit 4 - Boise State Signature Page
Exhibit 5 - Questions and Answer
Exhibit 6 - Boise State Contract for Services

Exhibit 1 - Cost Proposal

All costs associated with the requirements of this RFP must be submitted as part of the Offeror's proposal in a separate pricing file. Proposed pricing shall be fully burdened and inclusive of all direct and indirect costs necessary to perform the services, including, but not limited to, labor, supervision, training, uniforms, equipment, administrative expenses, overhead, supplies, travel, per diem, and any other associated costs.

Pricing shall be submitted in the format specified and will be used for evaluation purposes. Actual pricing, scope, and deliverables may be established through individual event work orders, task authorizations, or similar instruments issued under the resulting contract(s).

Note: Please submit the "Cost Proposal" as a separate file, labeled "Exhibit 1_Cost Proposal," alongside the main proposal.

1. Executive Summary of Proposed Costs to include:

- Brief Description of Cost Allocation

2. Detailed Cost Breakdown

Please provide a detailed breakdown of all costs, ensuring all direct and indirect costs are fully burdened. Include hourly charge per role and total hours per deliverable by role.

Job Title / Job Description / Hourly Rate / Total hours

Travel Expense if applicable

Indirect Expense

Other Expenses

Line #	Position	Hourly Rate
1	Director of Operations	$
2	Event Manager	$
3	Security Supervisor	$
4	TIPS/VIP Security	$
5	Security	$
6	Ticketing/Usher	$

3. Cost Justification and Assumptions

Provide a clear and concise explanation for all proposed costs. This section should detail the

rationale behind the pricing structure and outline any assumptions made in developing your cost proposal.

Training Rate Requirements
If training time is proposed or billed under this Contract, Offerors must identify a separate training rate. The training rate shall be based on the **actual hourly wage paid to the employee performing the training, plus applicable overhead and statutory labor costs**, and shall not include profit or markup beyond those indirect costs.

Offerors shall clearly describe the methodology used to calculate training rates in the Cost Justification and Assumptions section of the Cost Proposal.

Training shall not be billed at supervisory or management rates unless supervisory personnel are the individuals actually providing the training.

Exhibit 2 - Common Scope of Services

CATEGORIES OF SERVICE

- **Service Categories and Staffing Requirements**
- **Parking Management Services**
- **Personnel Requirements and Standards**
- **Operational Requirements**
- **Performance Standards**
- **Administrative Requirements**

Exhibit 3 - References

Instructions: Make a copy of this document and/or submit it on your own document.

Please provide three professional references who can attest to your company's capabilities and relevant experience pertaining to the scope of this RFP.

For each reference, include the following details:

Reference 1

- Company Name:
- Contact Person:
- Email Address:
- Phone Number:
- Brief description of services and estimated last date of business engagement:

Reference 2

- Company Name:
- Contact Person:
- Email Address:
- Phone Number:
- Brief description of services and estimated last date of business engagement:

Reference 3

- Company Name:
- Contact Person:
- Email Address:
- Phone Number:
- Brief description of services and estimated last date of business engagement:

Exhibit 4 - Signature Page: RFP No. LB26-028

THE UNDERSIGNED HEREBY OFFERS TO SELL TO BOISE STATE UNIVERSITY THE SPECIFIED PROPERTY AND/OR SERVICES, IF THIS QUOTE IS ACCEPTED WITHIN A REASONABLE TIME FROM DATE OF CLOSING, AT THE PRICE SHOWN IN OUR QUOTE AND UNDER ALL THE TERMS AND CONDITIONS CONTAINED IN, OR INCORPORATED BY REFERENCE, INTO THE BOISE STATE UNIVERSITY'S SOLICITATION.

SUBMISSION OF A QUOTE TO BOISE STATE UNIVERSITY CONSTITUTES AND SHALL BE DEEMED AN OFFER TO SELL TO BOISE STATE UNIVERSITY THE SPECIFIED PROPERTY AND/OR SERVICES AT THE PRICE SHOWN IN THE QUOTE AND UNDER BOISE STATE UNIVERSITY'S STANDARD TERMS AND CONDITIONS.

AS THE UNDERSIGNED, I ALSO CERTIFY I AM AUTHORIZED TO SIGN THIS QUOTE FOR THE VENDOR AND THE QUOTE IS MADE WITHOUT CONNECTION TO ANY PERSON, FIRM, OR CORPORATION MAKING A QUOTE FOR THE SAME GOODS AND/OR SERVICES AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

NO LIABILITY WILL BE ASSUMED BY BOISE STATE UNIVERSITY FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS AND CONDITIONS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

Please complete the following information:

Contractor (Company Name)_____

ADDRESS_____

CITY _____ STATE _____ ZIP CODE _____

PHONE #_____

Contact Name: _____ EMAIL: _____

FEDERAL TAX ID / SSN #_____

SIGNATURE PAGE MUST BE SIGNED & RETURNED FOR RESPONSE TO BE CONSIDERED.

_____ _____
Signature **Date**

_____ _____
Please type or print name **Title**

Exhibit 5: Offeror Questions
RFP No. LB26-028 Event Security, Parking, and Traffic Control Services

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

- THIS FORM AND THIS FORM ONLY ARE TO BE USED.
- DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
- Questions must be received on time or will be rejected and not considered.
- Enter the RFP section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (for example, "Attachment A") in the "RFP Section" (column 2), and the attachment page number in the "RFP page" field (column 3).
- Do not enter text in column 4 (Answers). This is for the University's use only.
- Once completed, this form is to be emailed per the instructions in the RFP. The email subject line is to state **"Event Security, Parking, and Traffic Control Services"** followed by "**Questions."**

Exhibit 5 Continued: Question Form

RFP LB26-028_Event Security, Parking, and Traffic Control Services
for Boise State University
Offeror Questions are due by 5:00 pm MDT, per the date listed in Section 1 (page 2).
Use this form ONLY and email your questions to Logan Brudenell @
loganbrudenell@boisestate.edu

Question #	ITB Section	Question	Answers
1			
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Exhibit 6: BOISE STATE UNIVERSITY CONTRACT FOR SERVICES

Attached as PDF

BOISE STATE UNIVERSITY STANDARD CONTRACT TERMS AND CONDITIONS

1. **Authority for Purchases:** Purchases by Boise State University are governed by Idaho Code Section 67-9225 "Procuring and Purchasing by State Institution of Higher Education" and by Boise State University Policy #6130 (Purchasing). 2. **Definitions:** Unless the context requires otherwise, all terms not defined below shall have the meanings defined in Idaho Code Section 67-9203 or Idaho Administrative Procedures Act Rules ("IDAPA") 38.05.01.011. For purposes of this Agreement, the following terms shall be defined as follows:

Agreement: Any University-written contract, lease, purchase order, including Solicitation or specification documents and the accepted portions of the Bid or Proposal or other submission for the acquisition of Property. An Agreement shall also include any amendments or subsequent agreement entered into and mutually agreed upon by both parties in writing.

Bid: A written offer that is binding on the Contractor to perform an Agreement to purchase or supply Property in response to a Solicitation. For purposes of this Agreement, the Bid shall include written questions and responses conducted as part of the solicitation process.

Contractor: A vendor or service provider to which the University has awarded an Agreement.

Property: Goods, services, parts, supplies, and/or equipment, both tangible and intangible, including, but not exclusively, designs, plans, programs, systems, techniques and any rights and interest in such Property. Proposal: A written response, including pricing information, to a Solicitation that describes the solution or means of providing the Property requested and which Proposal is considered an offer to perform in full response to the Solicitation. Price may be an evaluation criterion for Proposals, but will not necessarily be the predominant basis for the Agreement award. For purposes of this Agreement, the Proposal shall include written questions and responses conducted as part of the solicitation process.

Quote / Quotation: An offer to supply Property in response to a Request for Quotation and generally used for small or emergency purchases.

Solicitation: An Invitation to Bid, a Request for Proposals, or a Request for Quotation issued by the University for the purpose of soliciting Bids, Proposals, or Quotes to perform an Agreement.

University: Boise State University, an Idaho state institution of higher education.

3. **Relationship:** The parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither party shall be considered to be the agent, master, or servant of the other party for any purpose whatsoever and that neither has any general authority to enter into any contract, assume any obligations, or to make any warranties or representations on behalf of the other. It is distinctly and particularly understood and agreed between the parties hereto that the University is in no way associated or otherwise connected with the performance of any service under this Agreement on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this Agreement, and solely and personally liable for all labor, taxes, insurance, required bonding, and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this Agreement, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, defend, indemnify and hold the University harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workers' compensation and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this Agreement. The Contractor will maintain any applicable workers' compensation insurance as required by law and will provide certificate of same if requested. There will be no exceptions made to this requirement and failure to provide a certification of workers' compensation insurance may, at the University's option, result in cancellation of this Agreement or in a contract price adjustment to cover the University's cost of providing any necessary workers' compensation insurance. The Contractor must provide either a certificate of workers' compensation insurance issued by a surety licensed to write workers' compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workers' compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission. The University does not assume liability as an employer.

4. **Notices:** All notices and other communications are to be in writing, addressed to the other party at the address set forth herein (or to such other address that may be designated by the receiving party from time to time in accordance with this section). Such notices may be delivered (i) in person, with the date of notice being the date of personal delivery, (ii) by United States mail, postage prepaid for certified or registered mail, with return receipt requested, with the date of notice being the date of the postmark on the return receipt, (iii) by fax, with oral confirmation and the date of notice being the date of the fax, (iv) 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 delivery service.

   For notice to the University, the address and facsimile number are:

   Boise State University Purchasing Department
   1910 University Drive
   Boise, Idaho 83725-1210
   FAX: 208-426-1152
   Phone: 208-426-1283

   For notice to the Contractor, the address or facsimile number shall be that which is included in the Contractor's Quote, Bid or Proposal.

5. **Prices:** Prices shall not fluctuate for the period of the Agreement and any renewal or extension, unless otherwise specified by the University in the bidding documents or other terms of the Agreement. Prices include all costs associated with shipping and delivery F.O.B. Destination, if domestic shipment; or DDP Destination (Incoterms 2010), if international shipment. If installation and/or training is required by the University or specified in the University's solicitation documents, pricing shall include all charges associated with a complete installation and/or training at the location specified.

6. **Shipping and Delivery:** All orders will be shipped directly to the University at the location specified by the Agreement, on an F.O.B.

Destination freight prepaid and allowed basis with all transportation, unloading, uncrating, drayage, or other associated delivery and handling charges paid by the Contractor. "F.O.B. Destination." unless otherwise specified in the Agreement or solicitation documents, shall mean delivered to the University Receiving Dock or Store Door Delivery Point. The Contractor shall deliver all orders and complete installation and/or training, if required, within the time specified in the Agreement. Time for delivery commences at the time the order is received by the Contractor. Unless otherwise agreed, international orders will be shipped DDP Destination Incoterms 2010.

7. **Installation and Acceptance:** When the purchase price does not include installation and/or training, unless otherwise stated in the Solicitation or Agreement, acceptance shall occur fourteen (14) calendar days after delivery; unless the University has notified the Contractor in writing that the order does not meet the University's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs. When installation and/or training is included, acceptance shall occur fourteen (14) calendar days after completion of installation and/or training; unless the University has notified the Contractor in writing that the order does not meet the University's specification requirements or otherwise fails to pass the Contractor's established test procedures or programs. If an order is for support or other services, acceptance shall occur fourteen (14) calendar days after completion, unless the University has notified the Contractor in writing that the order does not meet the University's requirements or otherwise fails to pass the Contractor's established test procedures or programs.
8. **Risk of Loss:** Risk of loss and responsibility and liability for loss or damage will remain with Contractor until delivered to the University Receiving Dock or Store Door Delivery Point when responsibility will pass to the University except as to latent defects, fraud, and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Agreement.
9. **Taxes:** The University is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The University is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the University, Contractor shall be solely and absolutely responsible for the payment of those taxes.
10. **Method of Payment:** The University payment terms are NET 30. Payment for work under this Agreement will be initiated upon submission of a request for payment directly to:

    Boise State University
    Accounts Payable
    1910 University Dr.
    Boise, Idaho 83725-1248

    The purchase order number must be noted on all requests for payment. By signing this Agreement, and by submitting a request for payment to Boise State University, the Contractor certifies that (i) the amount for which payment is requested is correct, just, and proper; (ii) the amount claimed is legally due to the Contractor; (iii) no part of the amount for which payment is requested has been paid; (iv) the request for payment is only for performance in accordance with the terms and conditions of the parties' agreement; (v) the request for payment is made in good faith, and (vi) the documentation supporting this request for payment is accurate and complete to the best of the Contractor's knowledge and belief.
11. **Purchase Order Numbers:** The Contractor shall clearly show the University's purchase order numbers on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
12. **Contractor Responsibility:** The Contractor is responsible for furnishing and delivery of all Property included in this Agreement, whether or not the Contractor is the manufacturer or producer of such Property. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.
13. **Conforming Property:** The Property shall conform in all respects with the specifications or the University's Solicitation. In the event of non-conformity, and without limiting any other remedy available to the University, the University shall have no financial obligation in regard to the non-conforming goods or services.
14. **Insurance Requirements:** Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement insurance of the types and with the limitations set forth in the Certificate of Insurance – University Requirements for Third Party Vendors at, https://www.boisestate.edu/rmi/forms-and-information/ unless this requirement is waived in writing by the University prior to execution of this Agreement. Prior to the commencement of the term of this contract, the Contractor shall deliver or fax to the University the completed certificate(s) of insurance.
15. **Indemnification/Save Harmless:** Contractor shall defend, indemnify and hold harmless the University, the Idaho State Board of Education, the State of Idaho, and all of their employees, agents, and representatives from and against any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of Contractor, its employees, agents, or subcontractors (the "Contractor Parties") under this Agreement that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act. Contractor Parties shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of the University. Any purported cap or other limitations or exclusions of liability on the part of Contractor Parties shall not apply to damages or liabilities arising from (i) personal injury, death or damage to real or tangible personal property caused by Contractor's or Contractor Parties' negligent acts or omissions or willful misconduct in performing its obligations under the Agreement or (ii) the grossly negligent acts or omissions or willful misconduct of Contractor Parties in performing its obligations under the Agreement.
16. **Limit of University's Liability:** Notwithstanding anything to the contrary contained in this Agreement or in any other Agreement or writing between the Parties related hereto, nothing shall be deemed to constitute a waiver by University of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained. Specifically, the University's liability is at all times subject to the limits of liability contained in the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929, inclusive (the "Idaho Tort Claims Act"). Any obligation on behalf of the University 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 University 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 University or its employees.

17. **Work for Hire**: Contractor hereby assigns to University or University's designee, for no additional consideration, all of Contractor's rights, including copyrights, in all deliverables and other works prepared by Contractor under this Agreement. Contractor shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that University reasonably requests to establish and perfect the rights assigned to University or its designee under this provision. University hereby grants to
Contractor a nonexclusive royalty-free license to use the same rights solely for academic purposes. Such license shall not be assignable or sub licensable.
18. **Commodity Status:** It is understood and agreed that any item offered or shipped shall be new and in first-class condition and that all containers shall be new and suitable for storage or shipment, unless otherwise indicated by the University in the specifications. Demonstrators, previously rented, refurbished, or reconditioned items are not considered "new" except as specifically provided in this section. "New" means items that have not been used previously and that are being actively marketed by the manufacturer or Contractor. The items may contain new or minimal amounts of recycled or recovered parts that have been reprocessed to meet the manufacturer's new product standards. The items must have the University as their first customer and the items must not have been previously sold, installed, demonstrated, or used in any manner (such as rentals, demonstrators, trial units, etc.). The new items offered must be provided with a full, unadulterated, and undiminished new-item warranty against defects in workmanship and materials. The warranty is to include replacement, repair, and any labor for the period of time required by other specifications or for the standard manufacturer or vendor warranty, whichever is longer.
19. **Termination for Convenience:** Unless otherwise specified in the Solicitation or Agreement between the parties, the University may cancel this Agreement upon thirty (30) days' advance written notice.
20. **Termination for Default:** The University may terminate the Agreement (and/or any order issued pursuant to the Agreement) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Agreement is terminated for default or non-compliance, Contractor will be responsible for any costs resulting from the University's placement of a new contract and any damages incurred by the University. The University, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due. Failure by the University to take such action shall not be deemed a waiver of any right or remedy the University otherwise has under this Agreement or applicable law.
21. **Force Majeure:** Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the University promptly in writing of any cause for delay and the University concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.
22. **Compliance with Law, Licensing and Certifications:** Contractor shall comply with all requirements of federal, state and local laws and regulations applicable to Contractor or to the Property provided by the Contractor pursuant to this Agreement. For the duration of the Agreement, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.
23. **Confidential Information:** Pursuant to this Agreement, Contractor may collect, or the University may disclose to Contractor, financial, personnel or other information that the University regards as proprietary or confidential ("Confidential Information"). Confidential Information shall belong solely to the University. Contractor shall use such Confidential Information only in the performance of its services under this Agreement and shall not disclose Confidential Information or any advice given by Contractor to the University to any third party, except with the University's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the University. The University may require that Contractor's officers, employees, agents or subcontractors agree in writing to the obligations contained in this section. Confidential Information shall be returned to the University upon termination of this Agreement. The confidentiality obligation contained in this section shall survive termination of this Agreement. Confidential Information shall not include data or information that:
    - Is or was in the possession of Contractor before being furnished by the University, provided that such information or other data is not known by Contractor to be subject to another confidentiality agreement with, or other obligation of secrecy to, the University;
    - Becomes generally available to the public other than as a result of action or omission by Contractor; or • Becomes available to Contractor on a non-confidential basis from a source other than the University, provided that such source is not known by Contractor to be subject to a confidentiality agreement with, or other obligation of secrecy to, the University.
24. **Patents and Copyright Indemnity:**
    - Contractor shall indemnify and hold harmless the University, the Idaho State Board of Education, the State of Idaho, and all of their employees, agents, and representatives (the "University Parties") and shall defend at its own expense any action brought against the University Parties based upon a claim of infringement of a United States' patent, copyright, trade secret, or trademark for Property purchased under this Agreement. Contractor will pay all damages and costs finally awarded and attributable to such claim, but such defense and payments are conditioned on the following: (i) that Contractor shall be notified promptly in writing by the University of any notice of such claim; (ii) that Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and the University may select at its own expense advisory counsel; and (iii) that the University shall cooperate with Contractor in a reasonable way to facilitate settlement or defense of any claim or suit.
    - Contractor shall have no liability to the University under any provision of this clause with respect to any claim of infringement that is based upon: (i) the combination or utilization of the Property with machines or devices not provided by the Contractor other than in accordance with Contractor's previously established specifications unless such combination or utilization was disclosed in the specifications; (ii) the modification of the Property unless such modification was disclosed in the specifications; or (iii) the use of the Property not in accordance with Contractor's previously established specifications unless such use was disclosed in the

specifications.

- Should the Property become, or in Contractor's opinion be likely to become, the subject of a claim of infringement of a United States' patent, the Contractor shall, at its option and expense, either procure for the University the right to continue using the Property, replace or modify the Property so that it becomes non-infringing, or grant the University a full refund for the purchase price of the Property and accept its return.

25. **Public Records:** Pursuant to Idaho's Public Records Act, Title 74, Chapter 1, Idaho Code, as may be amended from time to time (the "Public Records Law") information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. If the Contractor believes information provided to the University is exempt from disclosure under the Public Records Law, the Contractor shall clearly designate individual documents or portions thereof as "exempt" and shall indicate the proposed basis for such exemption. The University will not accept the marking of an entire document as exempt. In addition, the University will not accept a legend or statement on one (1) page that all, or substantially all, of the document is exempt from disclosure. The University does not warrant or otherwise promise that information marked as such will in fact be exempt under the Public Records Law. The Contractor shall indemnify and defend the University Parties against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate individual documents as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the University shall constitute a complete waiver of any and all claims for damages caused by any such release. If the University receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.
26. **Anti-Discrimination Clause:** The Contractor hereby agrees to be bound by the terms and conditions of Section 504 of the Rehabilitation Act of 1974 and to the applicable provisions and requirements of the Americans with Disabilities Act of 1990, as may be amended or modified from time to time, and as such provisions are applicable to the University. The Contractor shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. If applicable, the Contractor must include this provision in every subcontract relating to this Agreement. Specifically, Contractor hereby agrees to use good faith efforts to ensure that the Property is fully accessible for individuals with disabilities and enables the University to fully comply with all applicable requirements of the aforementioned laws, regulations, and requirements. In the event the Property fails to meet the requirements of this section, the University shall provide written notice to Contractor detailing requirements to bring the Property into compliance. If Contractor fails to correct the deficiency and enable the University to fully comply with the laws, regulations and requirements set forth herein as detailed in such notice, within thirty (30) days of receiving such notice, the University may elect to terminate this contract without further notice and without penalty. In the event the University terminates the Agreement under this Section, Contractor agrees to compensate the University for any and all costs associated with securing replacement Property that fully complies with the requirements set forth herein, payable upon receipt of an invoice from the University detailing such costs.
27. **Equal Employment Opportunity Clause:** Acceptance of this Agreement binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Agreement. Specifically, the Contractor and any Subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a) where applicable. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. The Contractor shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to this Agreement.
28. **Restrictions and Warranties – Illegal Aliens:** The Contractor acknowledges that this Agreement is subject to Executive Order 2009-10 [https://adminrules.idaho.gov/rules/2010/EXOOrders/out/000910-exo.pdf]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States within the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States within the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States within the United States constitutes a material breach and shall be cause for the imposition of civil penalties and/or termination of this Agreement.
29. **Nonresident Aliens:** If the contractor is a nonresident alien individual, partnership or corporation, the contractor or his/her representative expressly covenants and agrees to cooperate fully with University's staff to provide necessary documentation to determine proper withholding, if any, of U.S. taxes from payment to contractor, including without limitation for maintenance or warranty work, in accordance with Internal Revenue Code and the Federal Regulations promulgated there under. Nonresident alien contractors are subject to 30% tax withholding.
30. **Contractor Certifications:** The University is prohibited by state law from entering into certain contractual agreements. Contractor hereby certifies that: (i) pursuant to Idaho Code Section 67-2346, if payments under the Agreement exceed 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 Codel;; (ii) pursuant to Idaho Code Section 67-2359, it is not currently owned or operated by the People's Republic of China and will not for the duration of the Agreement be owned or operated by the People's Republic of China; and (iii) it is not an abortion provider or an affiliation of an

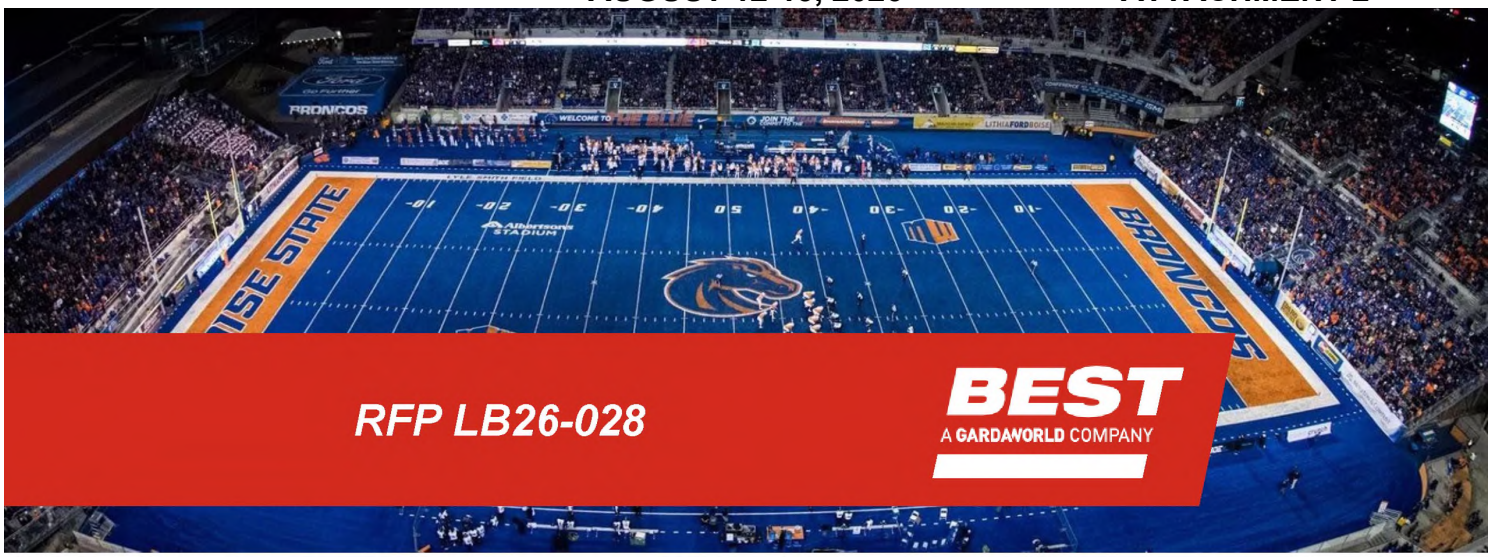
abortion provider under the No Public Funds for Abortion Act. The terms in this section defined in Idaho Code Section 67-2346, Idaho Code Section 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein.

31. **Subcontracting:** Unless otherwise allowed by the University in this Agreement, the Contractor shall not, without written approval from the University, enter into any subcontract relating to the performance of this Agreement or any part thereof. Approval by the University of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the University shall not in any way relieve the Contractor of any responsibility under this Agreement. The Contractor shall be and remain liable for all damages to the University caused by negligent performance or non-performance of work under the Agreement by Contractor's subcontractor or its subcontractor.
32. **Assignment:** Contractor shall not assign any of its obligations under this Agreement without the advance written consent of the University. Any unauthorized assignment shall be void. The University shall have the right, but not the obligation, to terminate this Agreement without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this Agreement.
33. **Use of the University's Name:** Contractor shall not, prior to, in the course of, or after performance under this Agreement, use University's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of the University.
34. **Termination for Fiscal Necessity.** The University is a government entity of the State of Idaho in the United States, 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 payment obligation 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 (including any order placed under it) 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 Contractor of the occurrence of a Nonappropriation Event and a date of termination. The Agreement shall automatically terminated on the stated termination date, or if no date is stated, on the 10th calendar day following the date of notice and all affected future rights and liabilities of the Parties hereto shall thereupon cease.
35. **Official, Agent and Employees of University Not Personally Liable:** In no event shall any official, officer, employee or agent of the University be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.
36. **Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho. Federal grants and contracts shall also comply with the provisions of OMB Circular A-21(j) 32.
37. **Entire Agreement; Severability:** This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement constitutes the full, complete, and entire Agreement between the parties, and supersedes all prior understandings, agreements, or arrangements between the parties with respect to the subject matter hereof. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
38. **No Other Terms:** Where terms and conditions specified in the Contractor's response or other writing differ from those specifically stated in this Agreement, the terms and conditions of this Agreement shall apply. The University hereby specifically objects to and rejects any terms and conditions that are in conflict with these terms and conditions. In the event University honors one or more terms in Contractor's purchase order or other writing that conflict with this Agreement, such action does not constitute University's acceptance of any other terms in such writing or purchase order. In the event of any conflict between these standard terms and conditions and any special terms and conditions, these standard terms and conditions will govern. Any reference to terms and conditions other than these Boise State University Standard Contract Terms and Conditions in any subsequent invoice, purchase order, or other writing, shall be void.
39. **Interpretation and Priority of Documents**: The Agreement consists of and precedence is established by the order of the following documents:
    (1) The Purchase Order;
    (2) The Boise State University Standard Contract Terms and Conditions;
    (3) The Solicitation; and
    (4) The Contractor's Quote, Bid or Proposal, as accepted by the University.

    The Solicitation and the Contractor's Quote, Bid or Proposal as accepted by the University are incorporated into the Agreement and made part hereof by this reference. The parties intend to include all items necessary for proper completion of the Agreement's requirements. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency (for example, the Purchase Order shall supersede the Boise State University Standard Contract Terms and Conditions). Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

    Where terms and conditions specified in the Contractor's Quote, Bid or Proposal differ from the terms in the Solicitation, the terms and conditions in the Solicitation shall apply. Where terms and conditions specified in the Contractor's Quote, Bid or Proposal supplement the terms and conditions in the Solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the University in writing.
40. **Non-Waiver:** The failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

41. **Attorney Fees:** In the event that any action, suit, or other legal administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party in addition to other available remedies, provided, however, the University's liability is limited to the extent permitted by law and that which is identified in the Idaho Tort Claims Act.
42. **Modification/Amendment:** No modification or amendment to this Agreement shall be valid unless it is made in writing signed by the authorized representatives of the parties.
43. **Counterparts:** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



EVENT SECURITY, PARKING, AND TRAFFIC CONTROL SERVICES

BOISE STATE UNIVERSITY

SUBMITTED TO:
Mr. Logan Brudenell
Boise State University
1910 University Dr.
MS-1210
Boise, ID 83725
loganbrudenell@boisestate.edu
(208) 426-3702

PREPARED BY:
[redacted]

This document includes data that shall not be disclosed outside the recipient organization, and shall not be duplicated, used, or disclosed – in whole or in part – for any purposes other than to evaluate this proposal.

April 17th, 2026

Mr. Logan Brudenell
Boise State University
1910 University Dr.
MS-1210
Boise, ID 83725
loganbrudenell@boisestate.edu
(208) 426-3702

Dear Mr. Brudenell,

At BEST Crowd Management, we recognize that Boise State University is one of Idaho's most influential institutions—defined by innovation, community pride, and the experience that thousands of students, alumni, and visitors share across campus. Supporting Boise State events means far more than staffing gates or directing traffic; it means protecting a tradition, elevating the guest experience, and ensuring every Bronco event reflects the excellence this University stands for.

Since 2022, BEST has served as Boise State's partner for event security, parking operations, and traffic control. During that time, our team—[redacted]—has developed trusted relationships with Athletics, Public Safety, Event Services, Facilities, and numerous campus stakeholders. Their presence provides the continuity, local knowledge, and operational insight necessary to manage Albertsons Stadium, Olympic sports, campus concerts, and major community events with confidence and consistency.

But our experience here has not led to complacency. Incumbency is not our ceiling—it is our launch point for continued improvement. BEST enters this renewal with a strengthened commitment to elevating Boise State's safety, guest experience, and operational efficiency through enhanced training, improved technology, refined traffic and parking strategies, and a Boise-focused staffing model built specifically for the University.

Our service model is anchored in five hallmarks that guide every BEST team member:

- [redacted]
- [redacted]
- [redacted]
- [redacted]

proven surge capabilities, we provide the reliability and infrastructure necessary to support Boise State's year-round event schedule.

In addition to our local leadership and campus-experienced team, BEST is prepared to deliver an elevated operational program built around the needs of Boise State University:

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

Above all, BEST does not simply staff events—we champion the institutions we serve. We take pride in representing Boise State with professionalism and accountability, and we remain committed to being a trusted extension of your team.

Thank you for the opportunity to submit our proposal. BEST Crowd Management would be honored to continue supporting Boise State University with the elevated standards, operational discipline, and partnership-driven approach that your community deserves. We look forward to building upon the foundation established since 2022 and strengthening this partnership for years to come.

Best Regards,

Daniel Garcia
Director, Business Development

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Confidential and Proprietary — Subject to restrictions on cover page

BEST CROWD MANAGEMENT *BOISE STATE UNIVERSITY*

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Exhibit 4 - Signature Page: RFP No. LB26-028

THE UNDERSIGNED HEREBY OFFERS TO SELL TO BOISE STATE UNIVERSITY THE SPECIFIED PROPERTY AND/OR SERVICES, IF THIS QUOTE IS ACCEPTED WITHIN A REASONABLE TIME FROM DATE OF CLOSING, AT THE PRICE SHOWN IN OUR QUOTE AND UNDER ALL THE TERMS AND CONDITIONS CONTAINED IN, OR INCORPORATED BY REFERENCE, INTO THE BOISE STATE UNIVERSITY'S SOLICITATION.

SUBMISSION OF A QUOTE TO BOISE STATE UNIVERSITY CONSTITUTES AND SHALL BE DEEMED AN OFFER TO SELL TO BOISE STATE UNIVERSITY THE SPECIFIED PROPERTY AND/OR SERVICES AT THE PRICE SHOWN IN THE QUOTE AND UNDER BOISE STATE UNIVERSITY'S STANDARD TERMS AND CONDITIONS.

AS THE UNDERSIGNED, I ALSO CERTIFY I AM AUTHORIZED TO SIGN THIS QUOTE FOR THE VENDOR AND THE QUOTE IS MADE WITHOUT CONNECTION TO ANY PERSON, FIRM, OR CORPORATION MAKING A QUOTE FOR THE SAME GOODS AND/OR SERVICES AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

NO LIABILITY WILL BE ASSUMED BY BOISE STATE UNIVERSITY FOR A VENDOR'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS IN A TIMELY MANNER FOR USE IN THE VENDOR'S RESPONSE TO THIS SOLICITATION OR ANY OTHER FAILURE BY THE VENDOR TO CONSIDER THE TERMS AND CONDITIONS IN THE VENDOR'S RESPONSE TO THE SOLICITATION.

Please complete the following information:

Contractor (Company Name): BEST Crowd Management

ADDRESS: 199 Coon Rapids Blvd, Suite 111

CITY: Coon Rapids STATE: MN ZIP CODE: 55433

PHONE # (651) 400-7040

Contact Name: Jeff Spoerndle EMAIL: jeff.spoerndle@garda.com

FEDERAL TAX ID / SSN #46-5054858

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Signature	**Date** 04/17/2026
Please type or print name Jeff Spoerndle	**Title** Chief Operating Officer

SECTION 1: BUSINESS INFORMATION

1.1 OVERVIEW

BEST Crowd Management is a fully licensed and insured provider of crowd management and event security services.

[redacted]

[redacted]

DHS SAFETY Act Designation

BEST Crowd Management, in partnership with Garda USA Inc., is DHS SAFETY Act Designated, reflecting our commitment to rigorous security standards and proven operational practices. This designation covers our event security and event staffing services for professional and collegiate sporting, entertainment, convention, and special event venues.

Clients partnering with a SAFETY Act Designated provider like BEST gain tangible benefits and peace of mind, knowing their events are staffed with highly trained professionals who prioritize efficiency, performance, and the protection of all in attendance.

[redacted]

Company Overview

Founded in 2009 by Jeff Spoerndle, BEST Crowd Management was built to challenge the status quo in event security and crowd management. At a time when staffing shortages and inconsistent service were common, Jeff envisioned a partner that could deliver reliable, professional, and customizable solutions, acting as an extension of each client's values and goals. Starting with the Minnesota Vikings at the Hubert H. Humphrey Metrodome in Minneapolis, BEST refined its approach through venue-specific training, rigorous screening, and tailored uniforms, ensuring every team member could provide both high-quality security and exceptional guest experience. From these early successes, BEST expanded steadily into markets across the U.S., prioritizing consistent quality while innovating to meet the evolving demands of large- scale events.

Today, BEST serves more than 250 clients nationwide, including some of the country's most high-profile stadiums, arenas, convention centers, and national events. By combining operational excellence with a commitment to people and guest satisfaction, BEST has become the trusted partner of choice for organizations seeking security solutions that go beyond the expected. BEST is proud to be part of GardaWorld, a global leader in security and risk management, which strengthens our resources while supporting our client-focused approach.

[redacted]

BEST Branch Locations – United States

[redacted]

BEST Mission Statement

BEST, we recognize that the energy of the crowd defines the success of every event. That is why we are committed to delivering world-class security and crowd management solutions that ensure every moment is supported by professionalism, expertise, and care.

From planning through execution, our team brings the right talent, training, and judgment to every venue. We combine proven event security practices with high-touch service, ensuring that guests feel welcome, operations run smoothly, and event energy remains strong.

Our people are empathetic, adaptable, and responsive, guided by standards and training that set the benchmark in the industry. With a nationwide presence and a culture of excellence, we are trusted to manage crowds of every size and occasion. At BEST, we believe event energy should never falter. We make certain it continues.

Gardaworld Experience

[redacted]

[redacted]

[redacted]

Delivering Comprehensive Security Solutions and Personalized Service

Our business model is a key strength that gives us a secure and flexible platform to pursue success. We operate globally through distinctly defined business verticals. By doing so, we benefit from focused ownership with operational agility in each of our business markets while maintaining strong governance and economies of scale.

[redacted]

Leadership Philosophy

Managers at all levels across BEST serve those who wear our uniform. In support of the family-oriented culture designed around the concept of creating "engaged" employees, BEST subscribes to the theory of the inverted org chart, where management supports "up the line" to our most important asset, the event security officer.



Award-Winning Culture: Great Place to Work® Certified

Approach to Diversity, Equity, and Inclusion

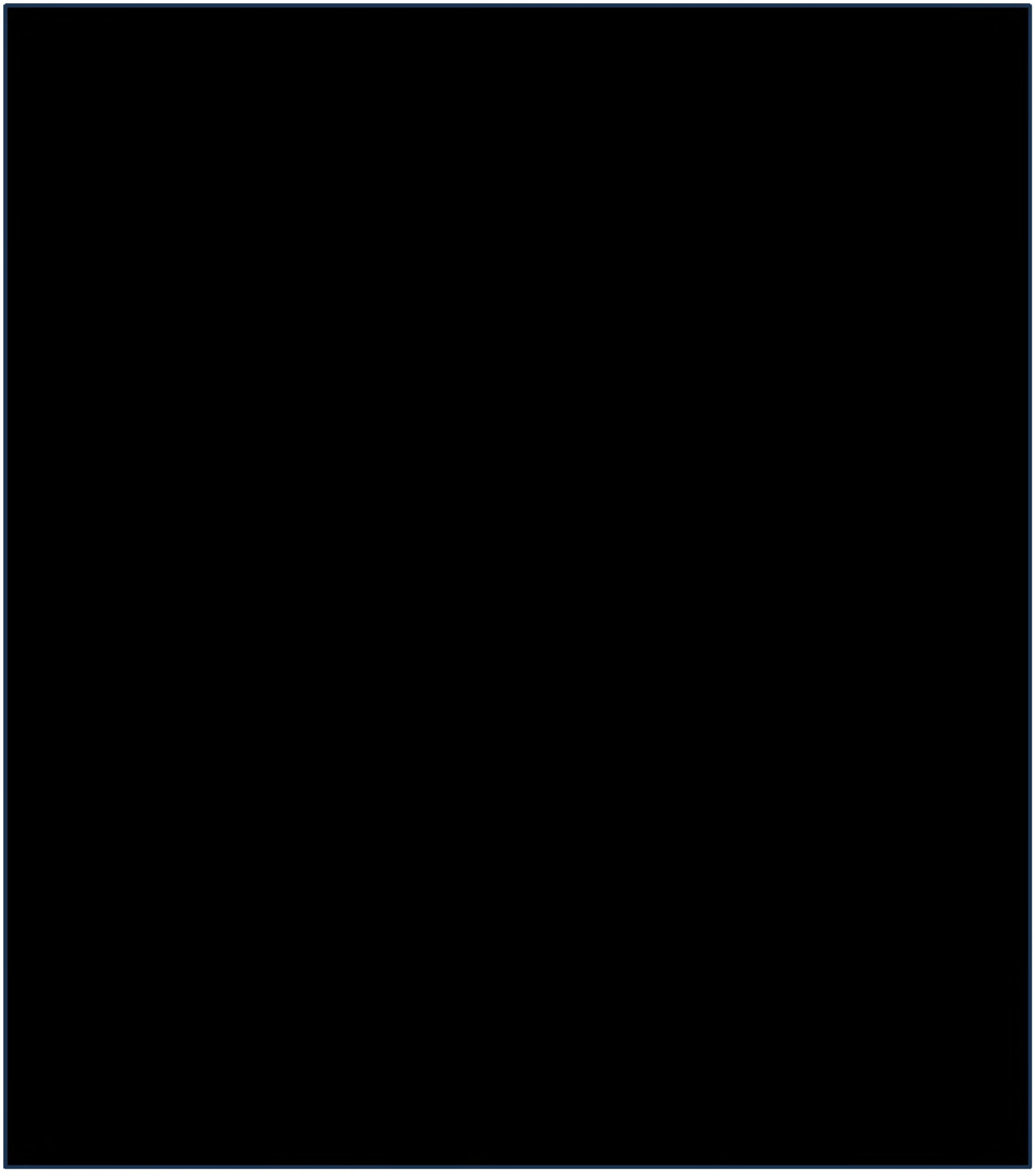
Industry Partnerships & Professional Associations

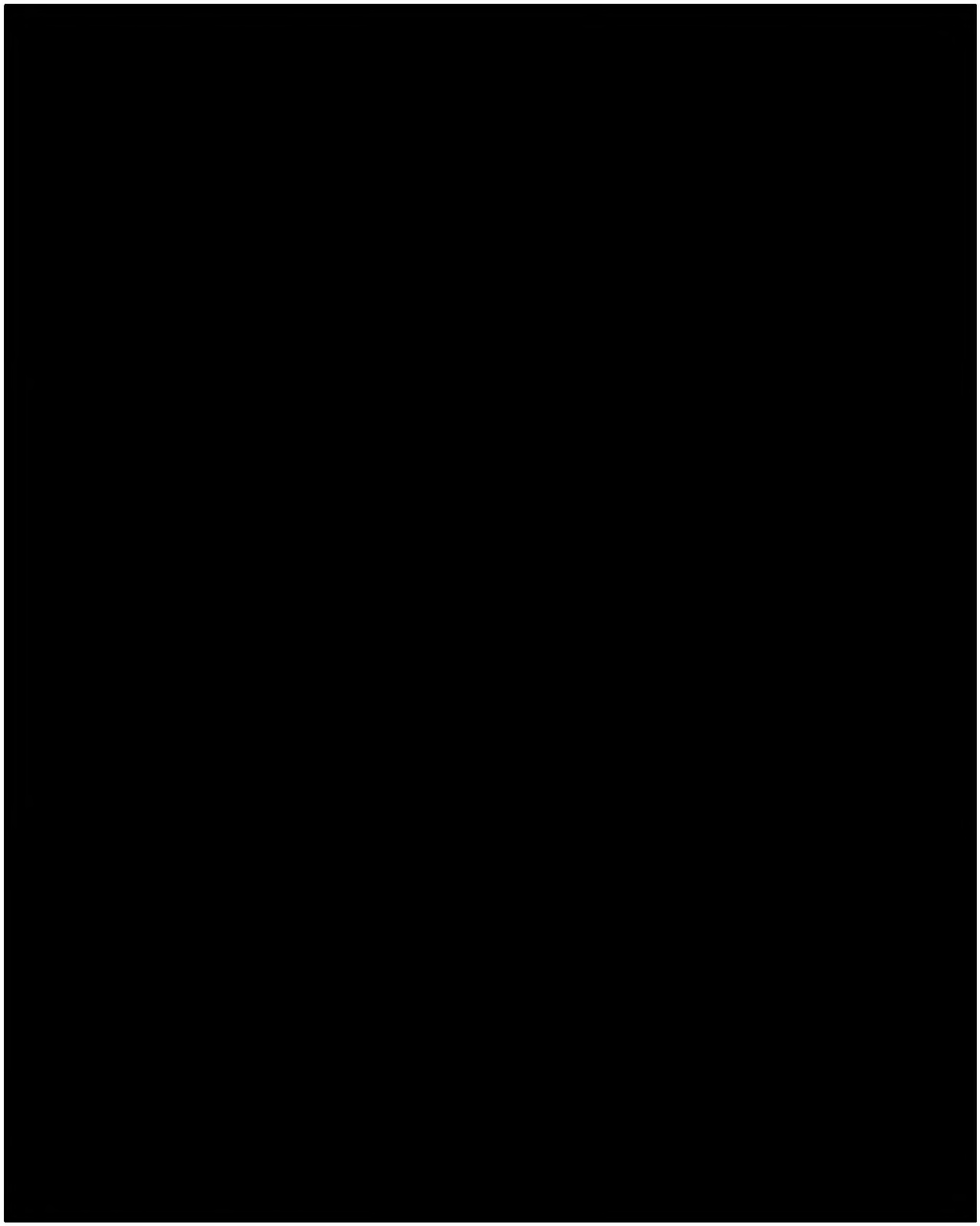
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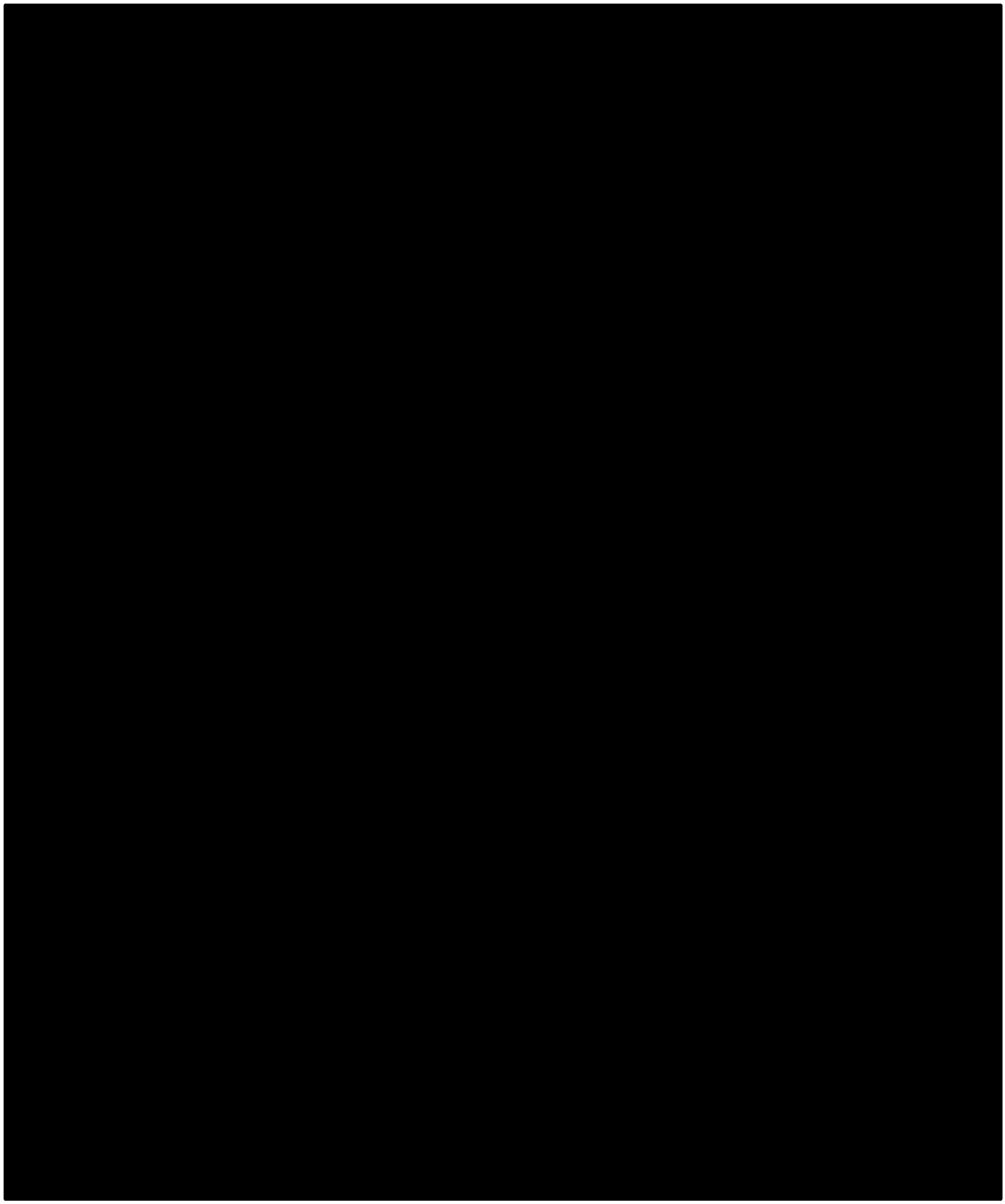
1.2 CLIENT LIST

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION (NCAA)

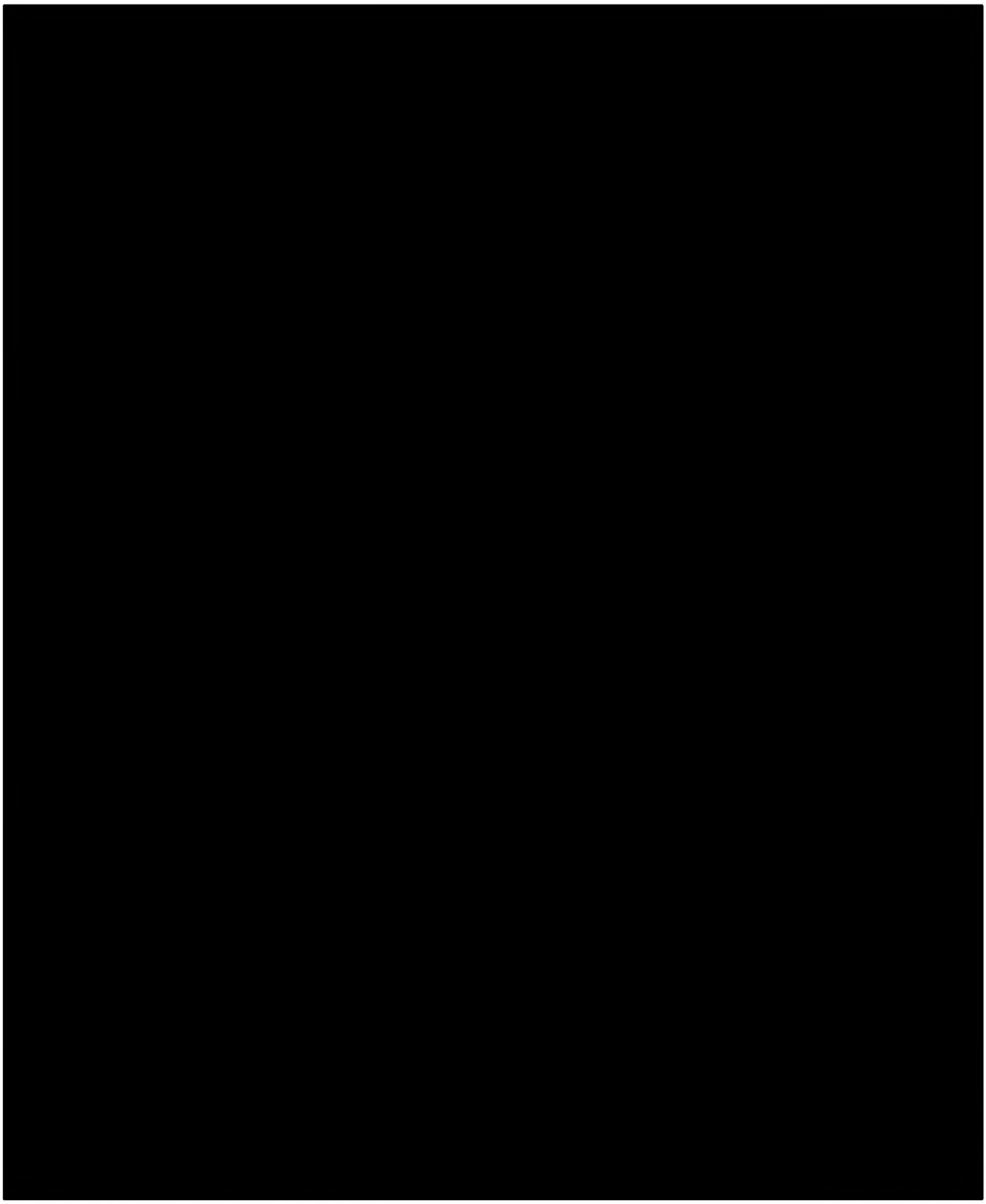




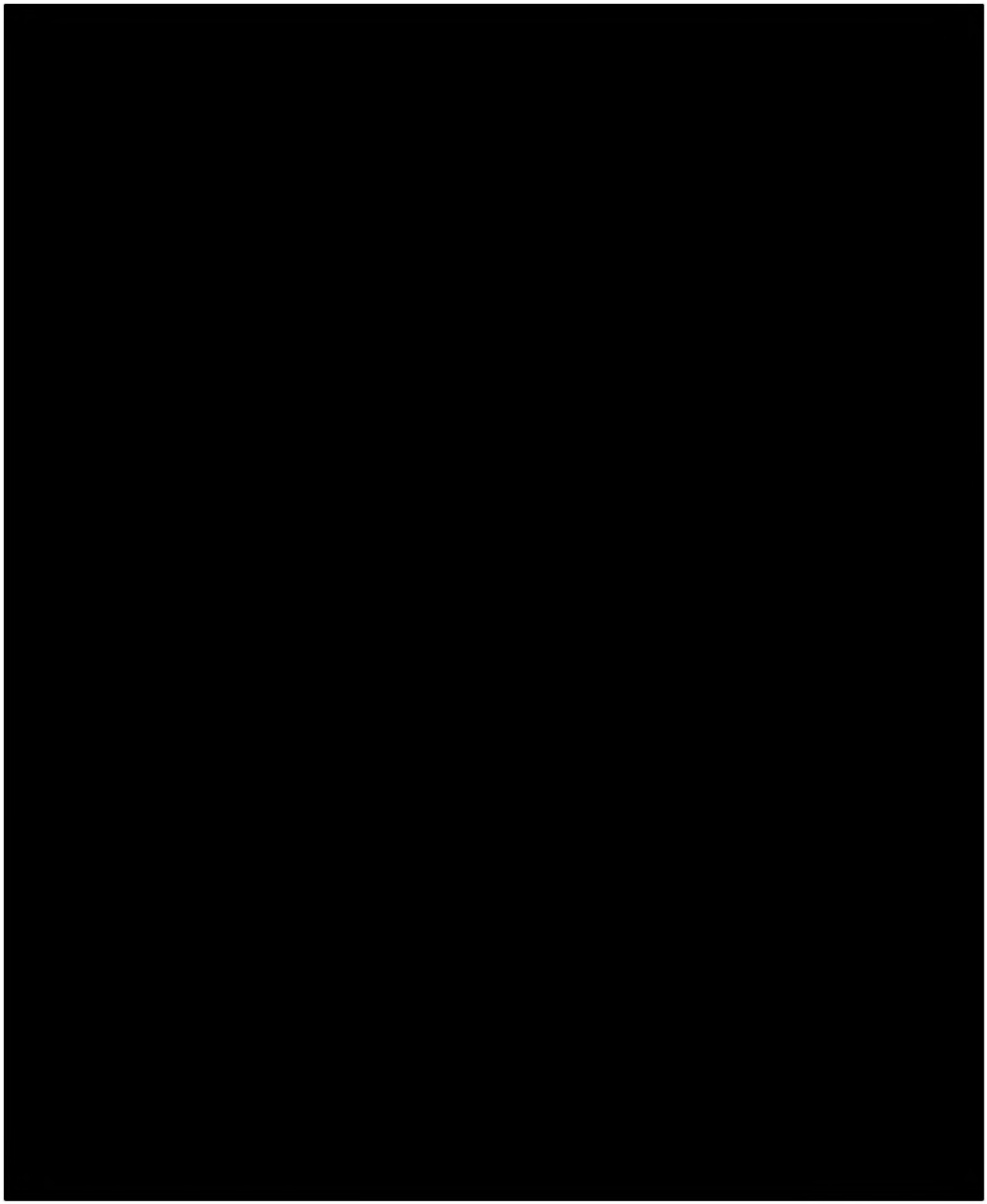
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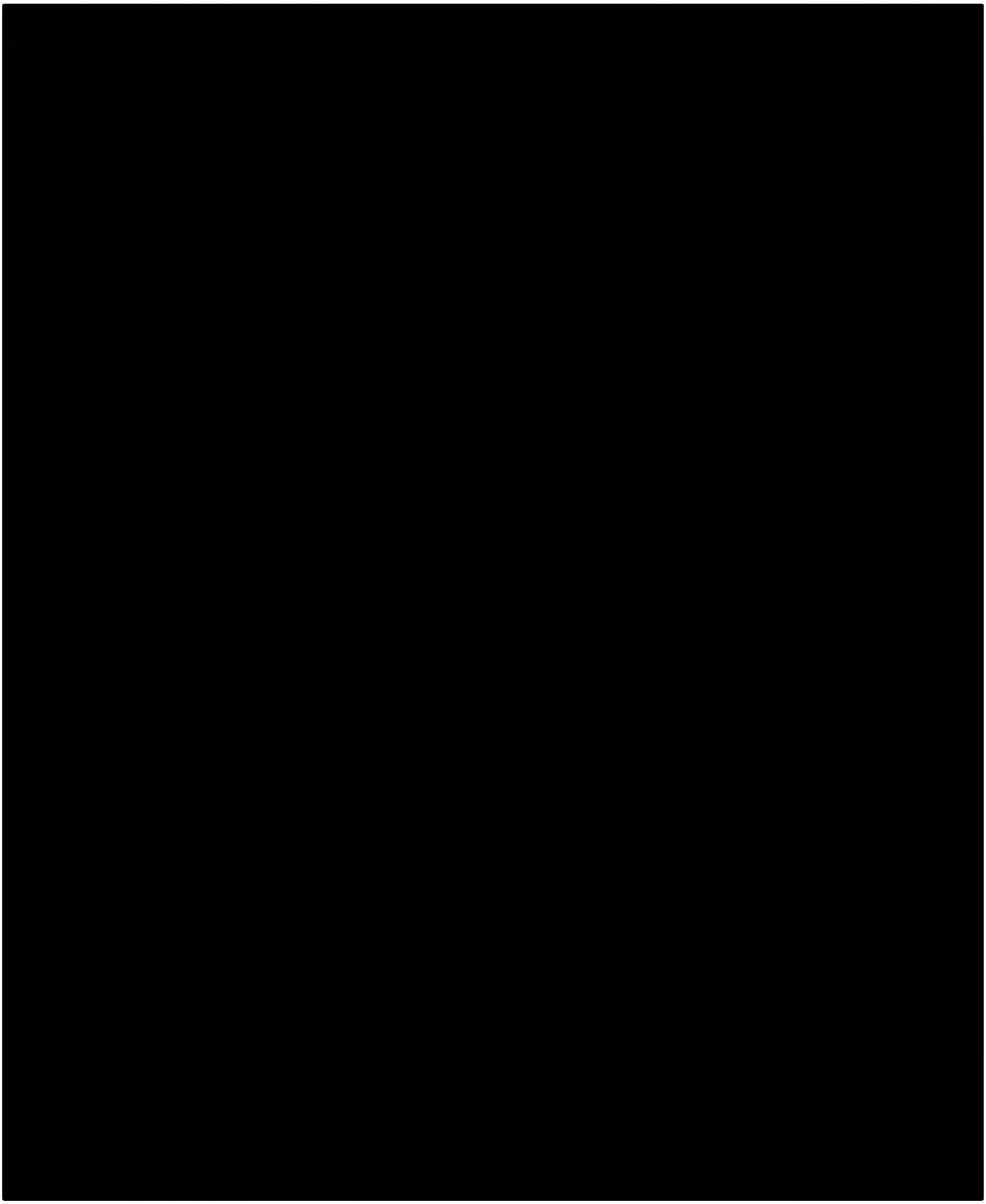
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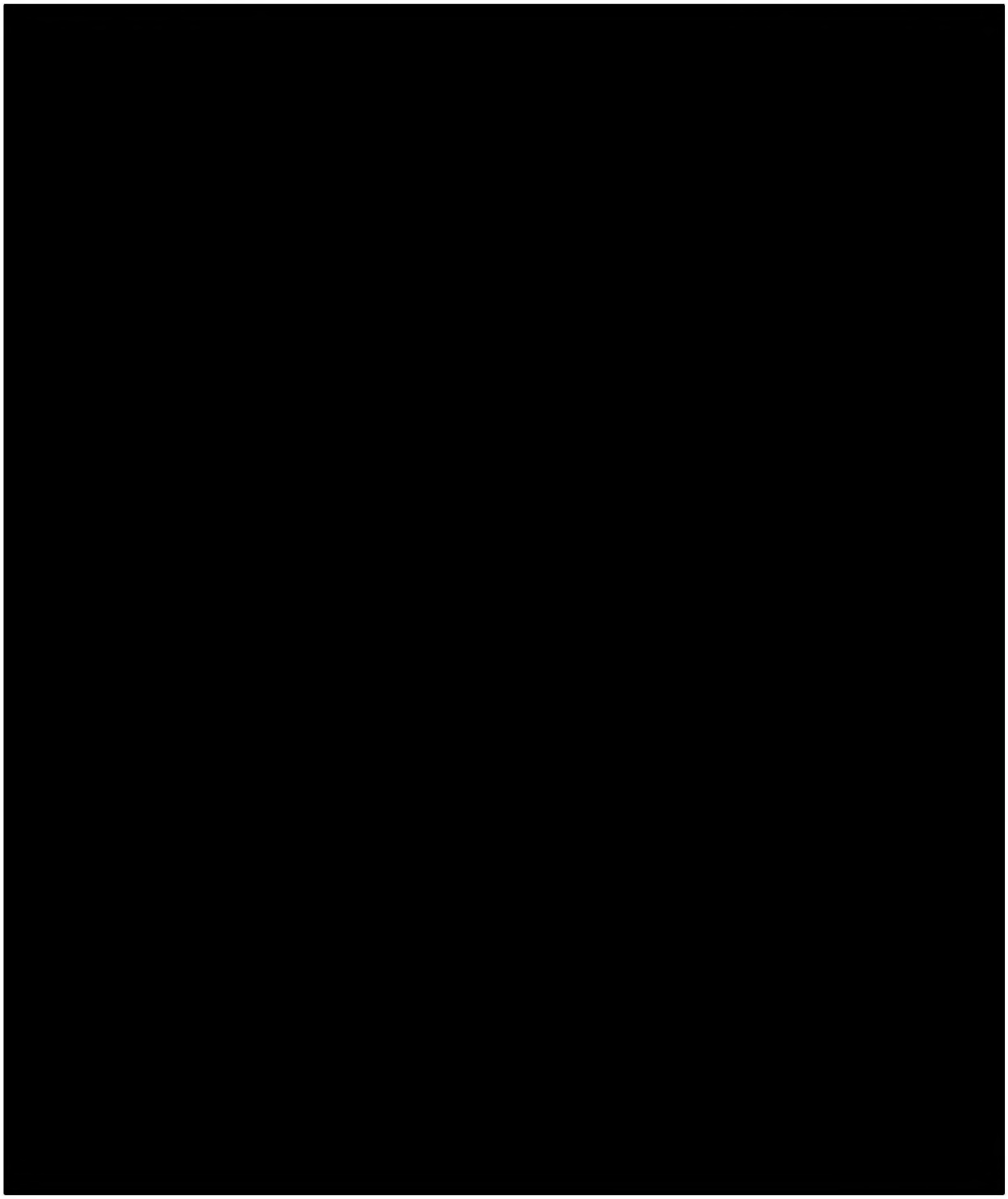
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BEST.GARDA.COM



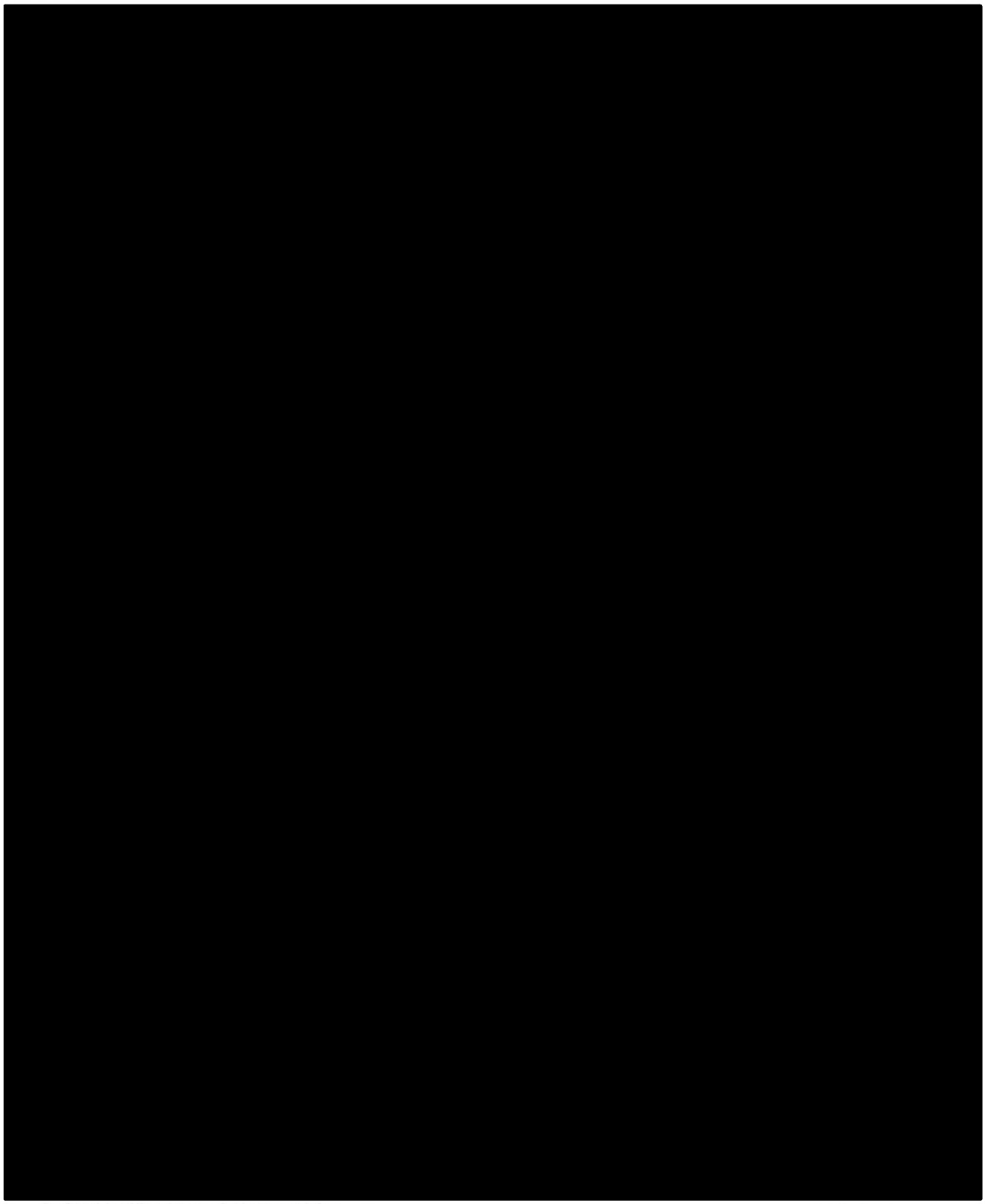
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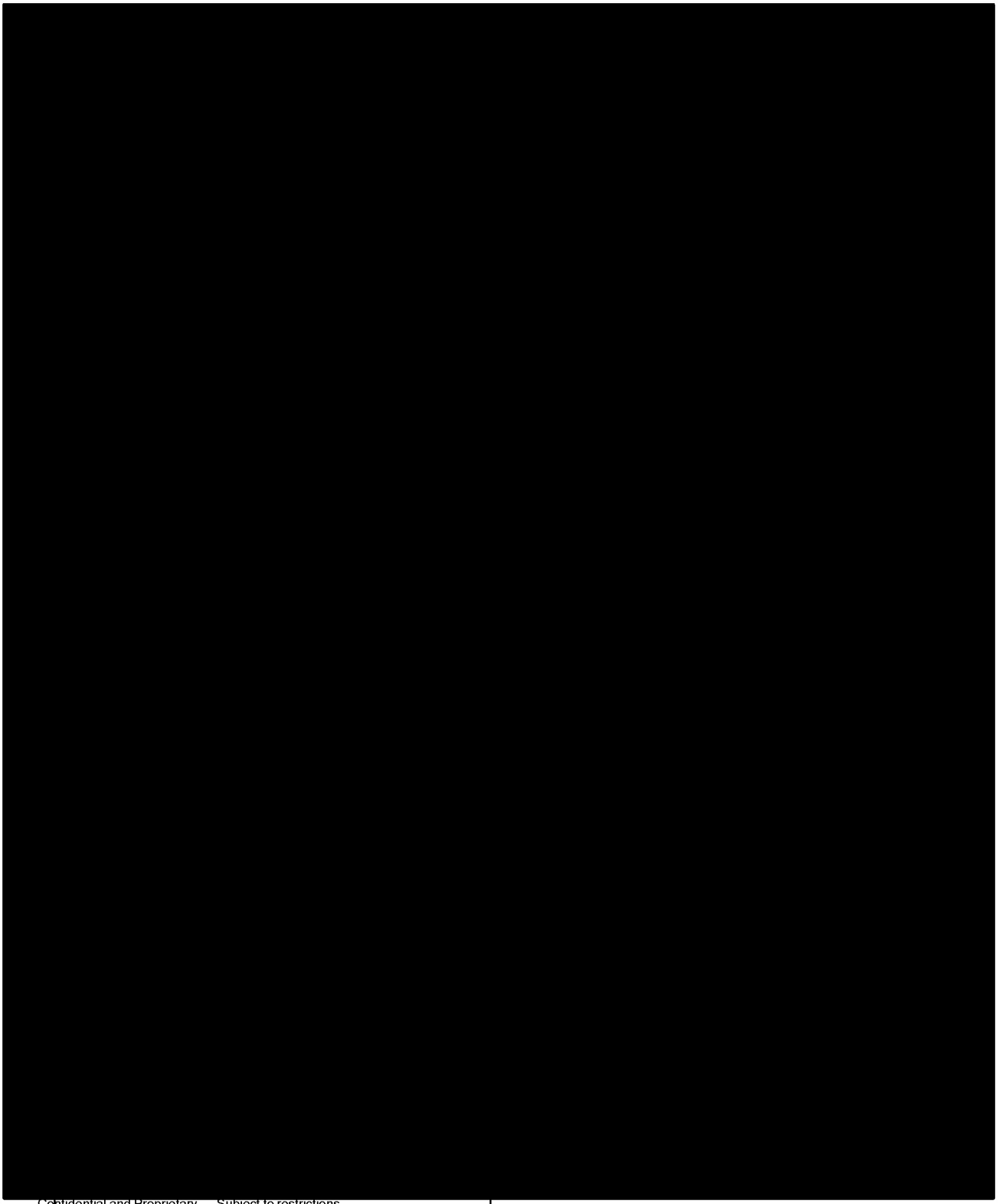


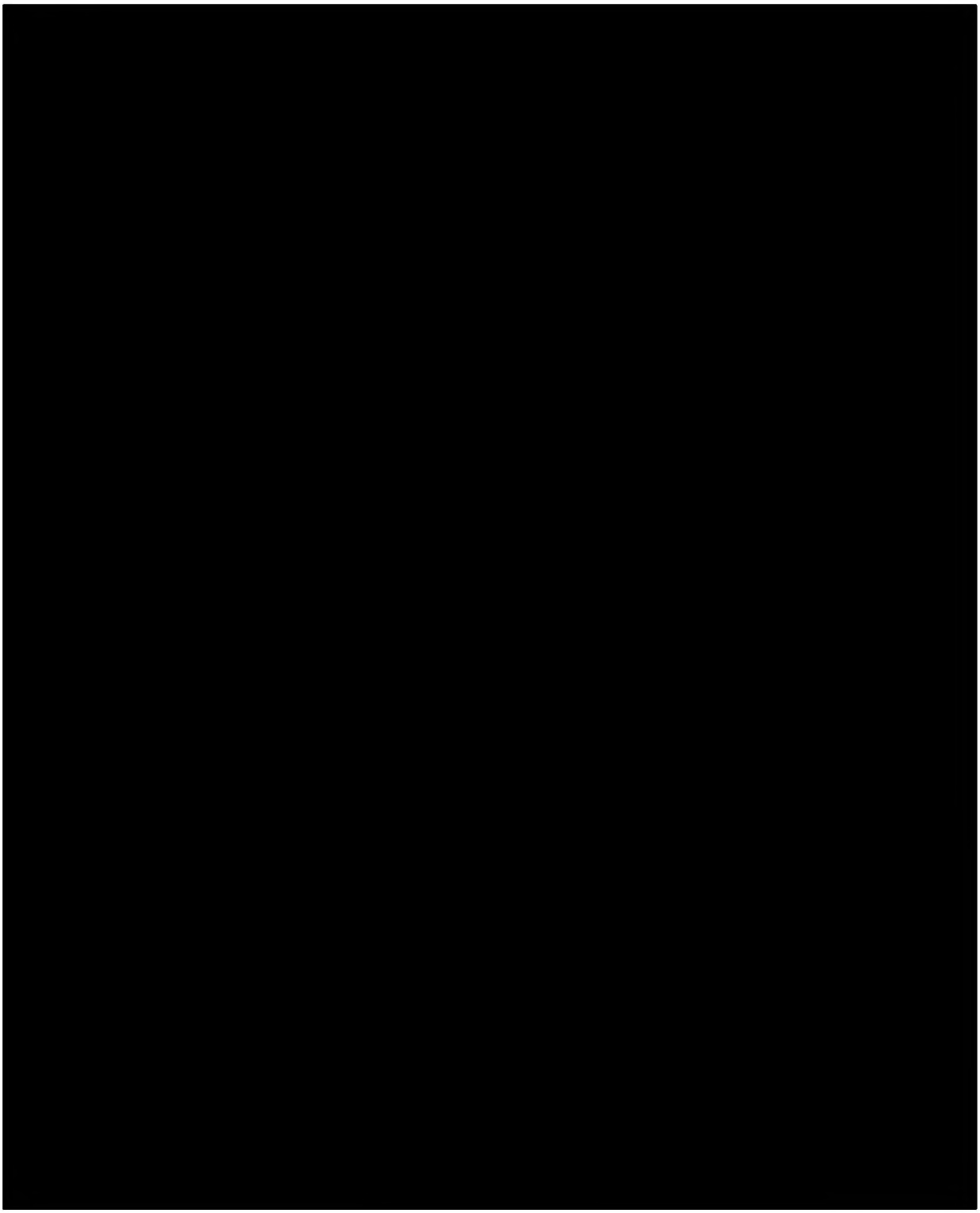
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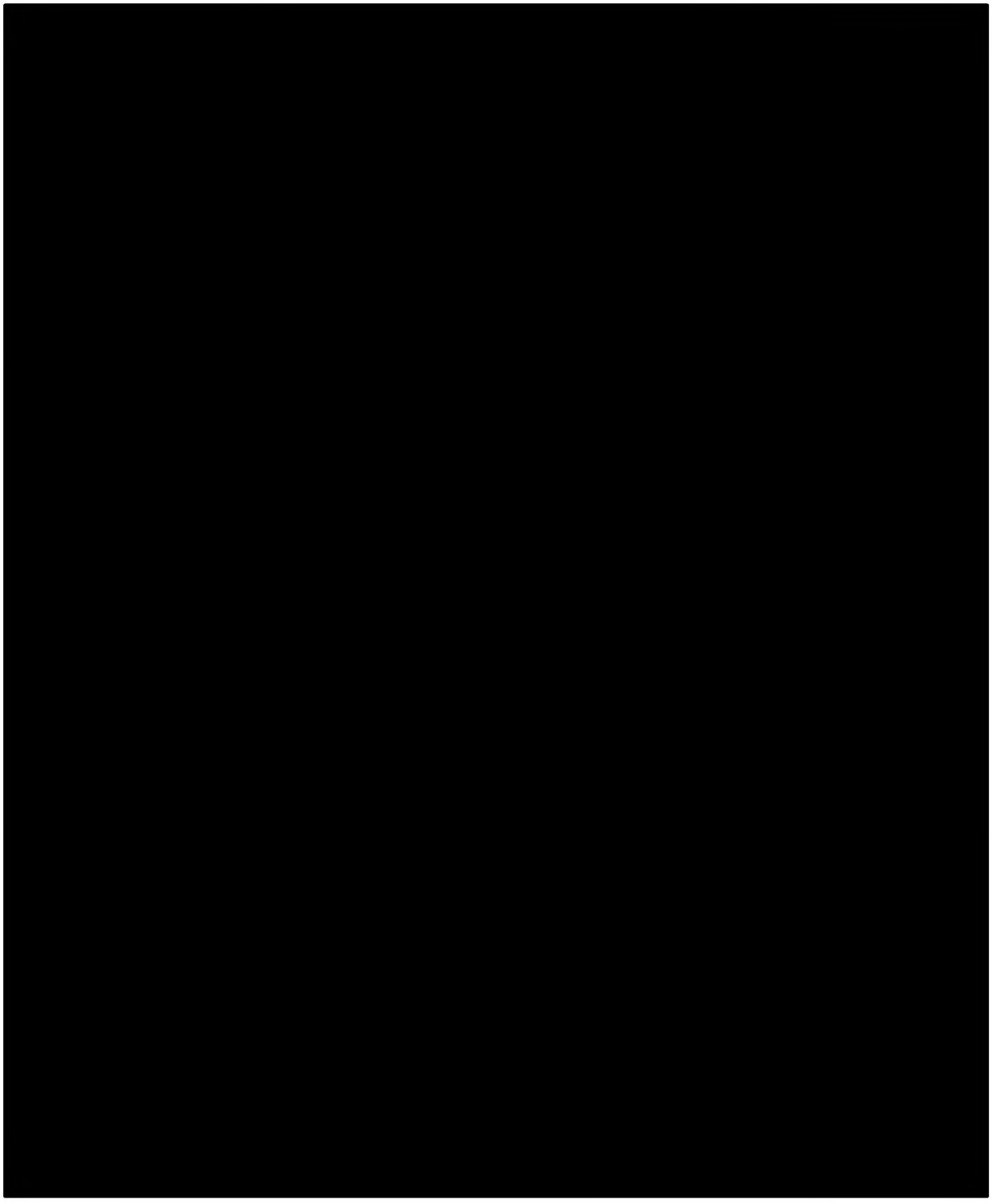
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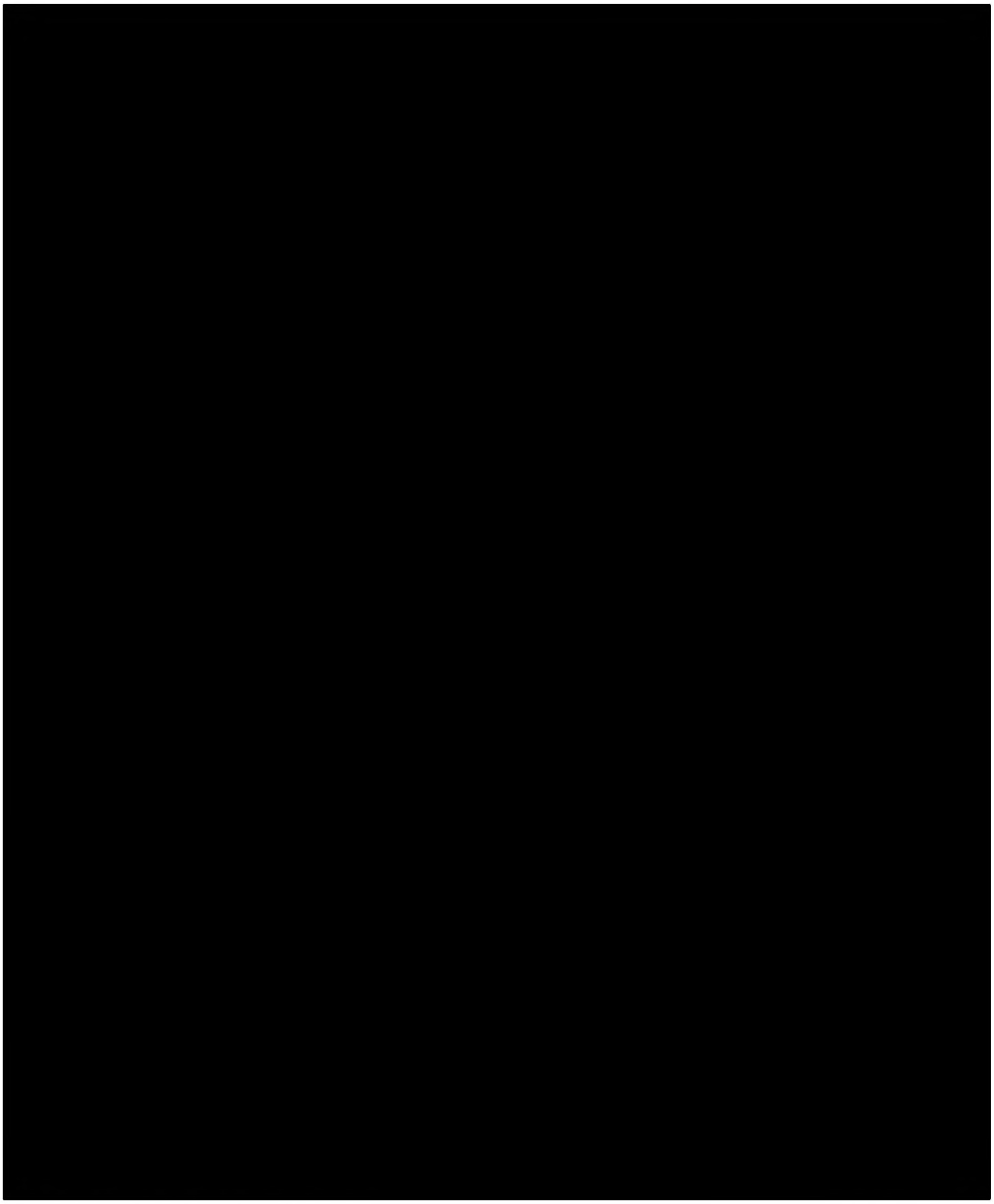




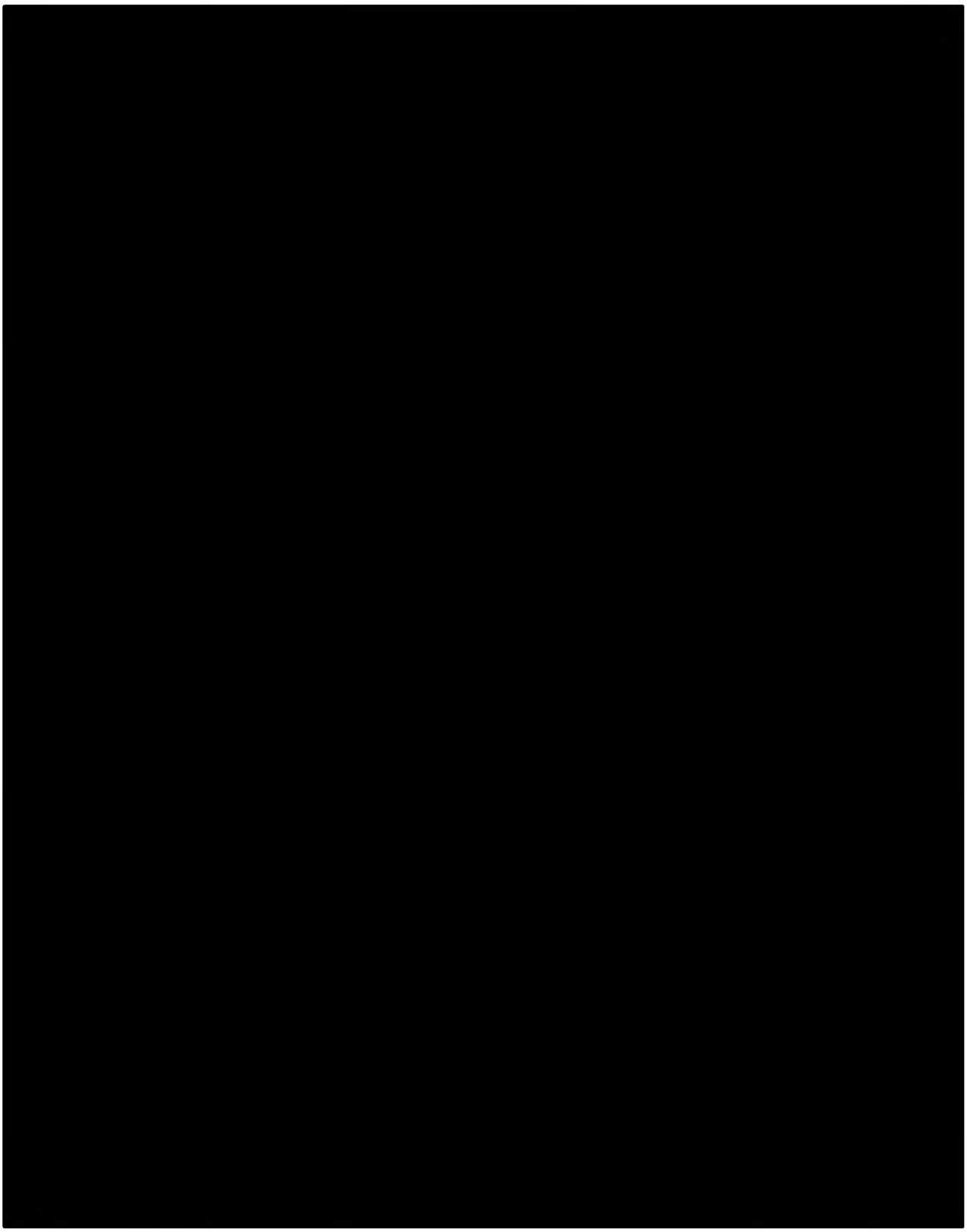
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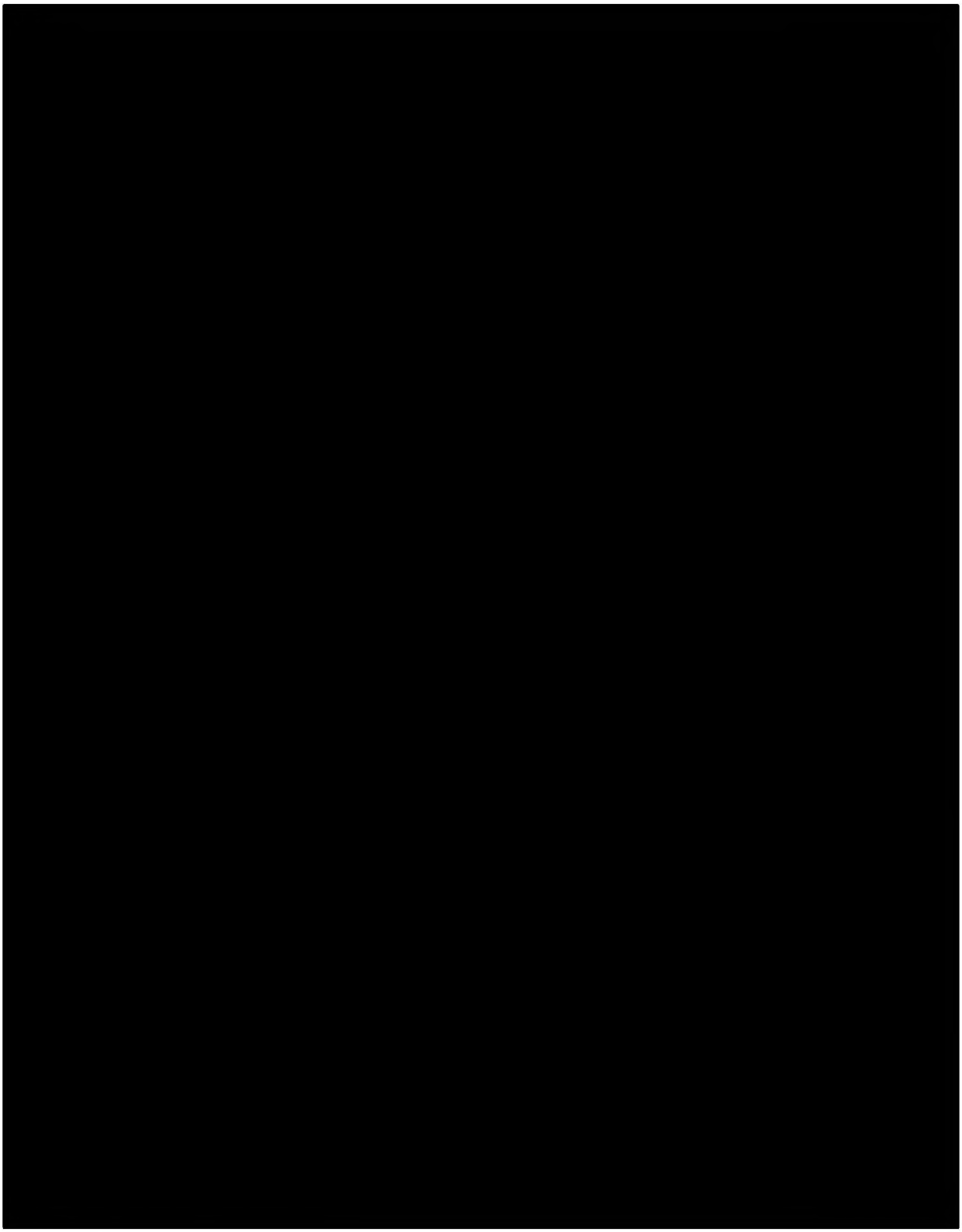


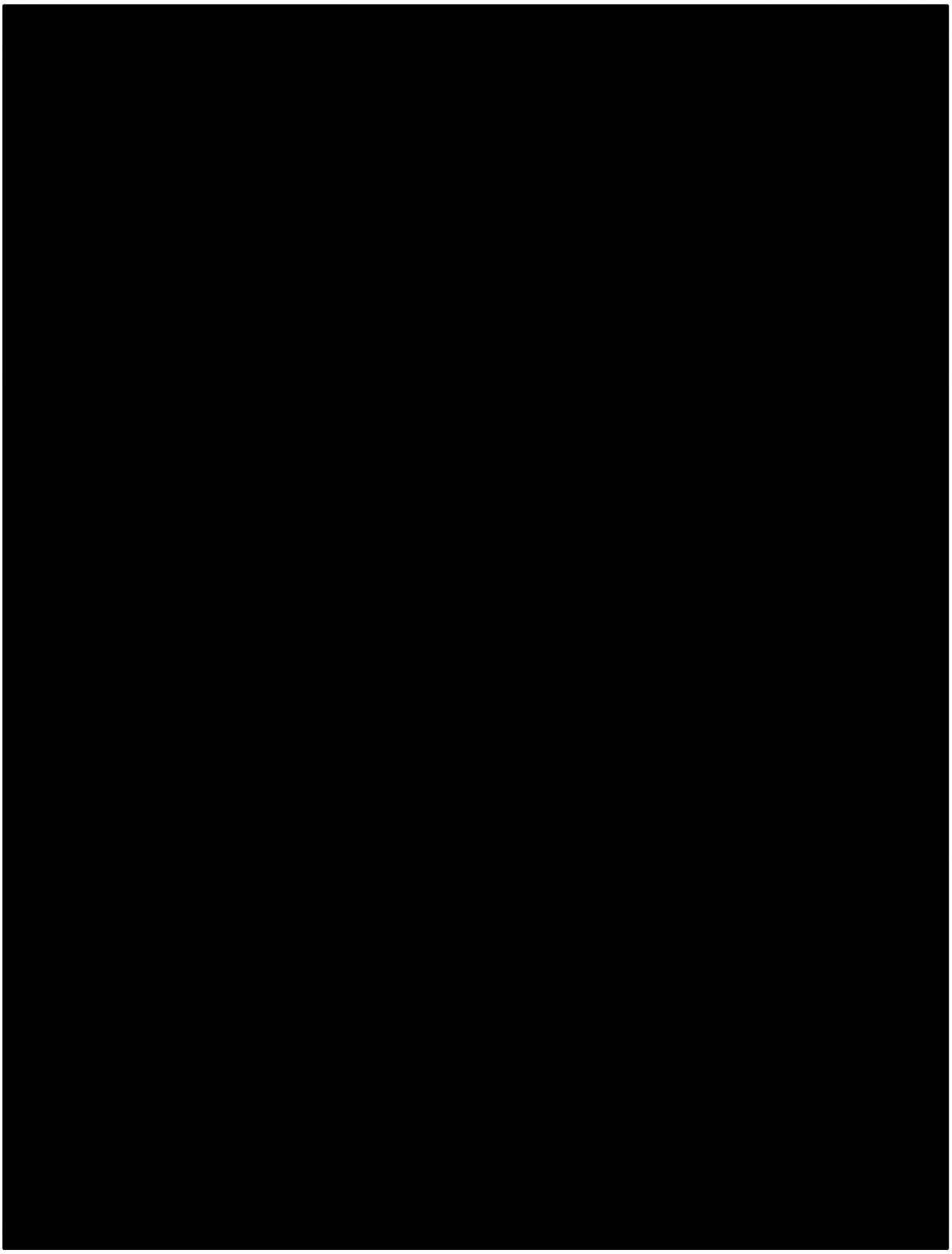
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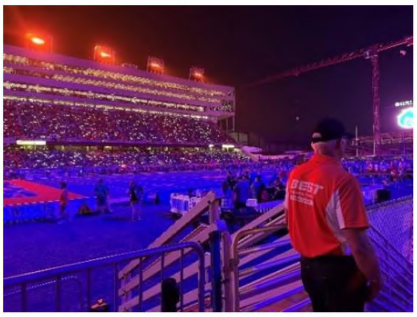




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1.3 BOISE STATE UNIVERSITY X BEST CROWD MANAGEMENT

A PROVEN AND INVESTED PARTNER TO BOISE STATE UNIVERSITY



BEST is proud to serve Boise State University as the incumbent provider of event security, parking services, and traffic control. Over multiple seasons, our team has built a deep operational understanding of Boise State's unique campus environment, event flow, traffic patterns, and fan culture. Our continued service at Albertsons Stadium, campus athletics venues, and university special events has allowed us to develop a highly trained, Boise-based workforce that is familiar with Boise State's expectations for professionalism, safety, and guest engagement.

Our ongoing success at Boise State is driven by a locally embedded leadership team that has built strong, trusted relationships with Athletics, Event Services, Campus Security, and university stakeholders. These individuals are at the heart of our partnership and represent BEST's commitment to continuity, quality, and continuous improvement.

CURRENT OPERATIONS & WINS

[redacted]

Established Scope of Services at Boise State

[redacted]

Athletic Events Currently Supported

[redacted]

[redacted]

Special Events, Parking, and Supplemental Operations

[redacted]

Operational Progress & Shared Successes

[redacted]

[redacted]

Strengthening the Boise Workforce Through Community Engagement

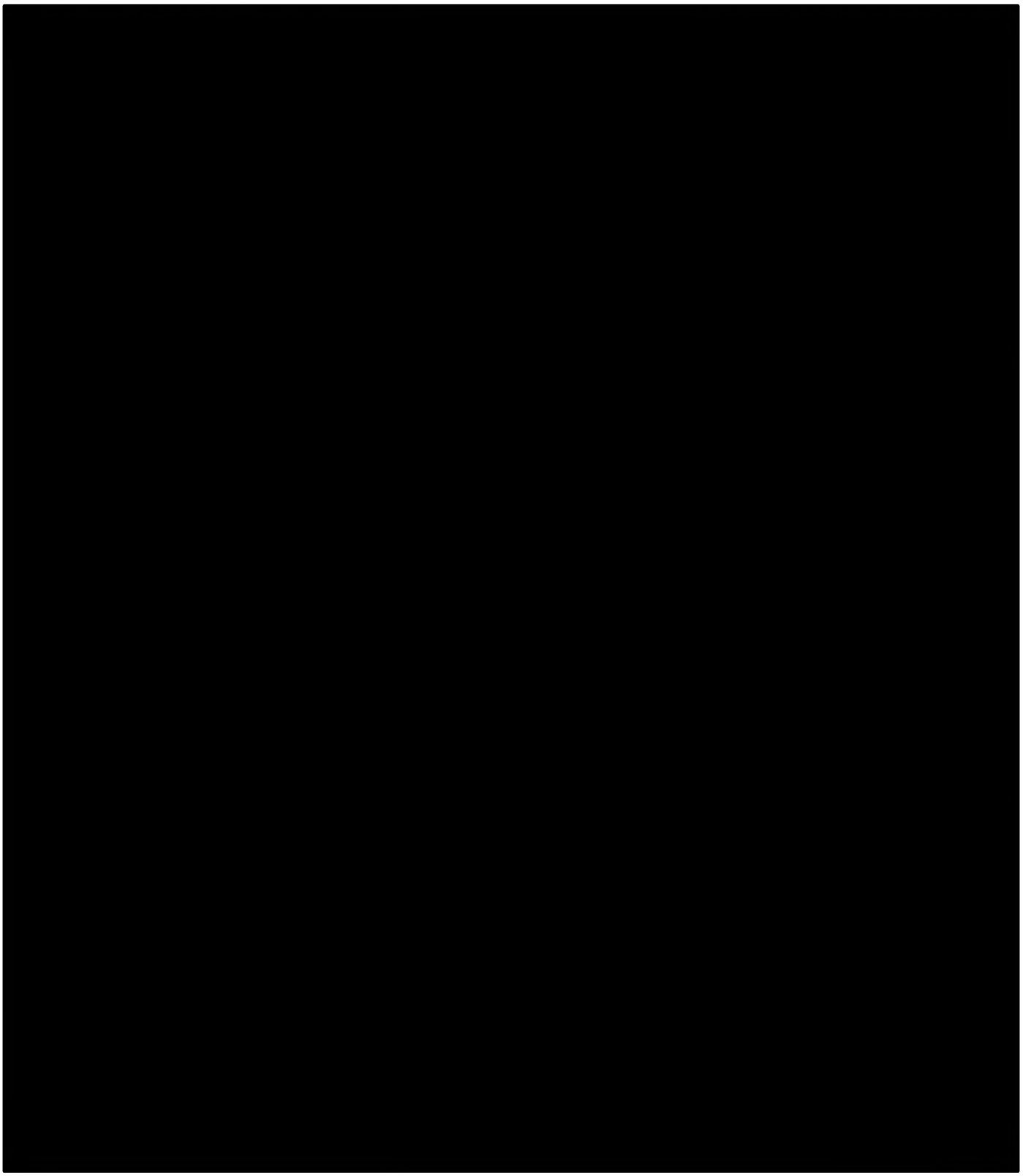
[redacted]

A Partnership Built, Proven, and Advancing Forward

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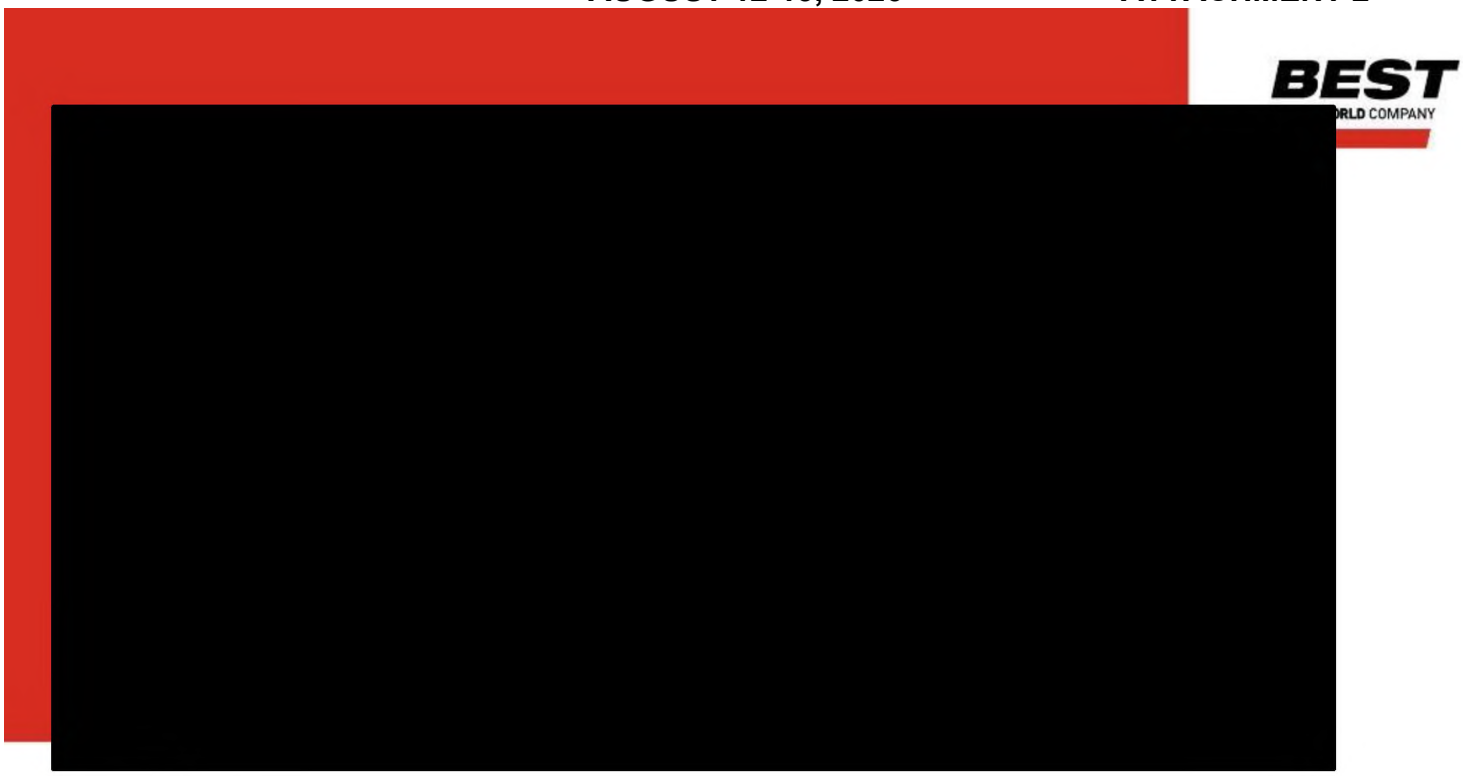
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1.4 RECRUITING & HIRING



[redacted]

Strategic Recruitment Approach

[redacted]

Recruitment Advertisement Example:

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Please Note: *The above generic graphics are only sample ads. Any marketing material will be proposed to your team for review and approval.*

Partnership with Local Recruiting Teams

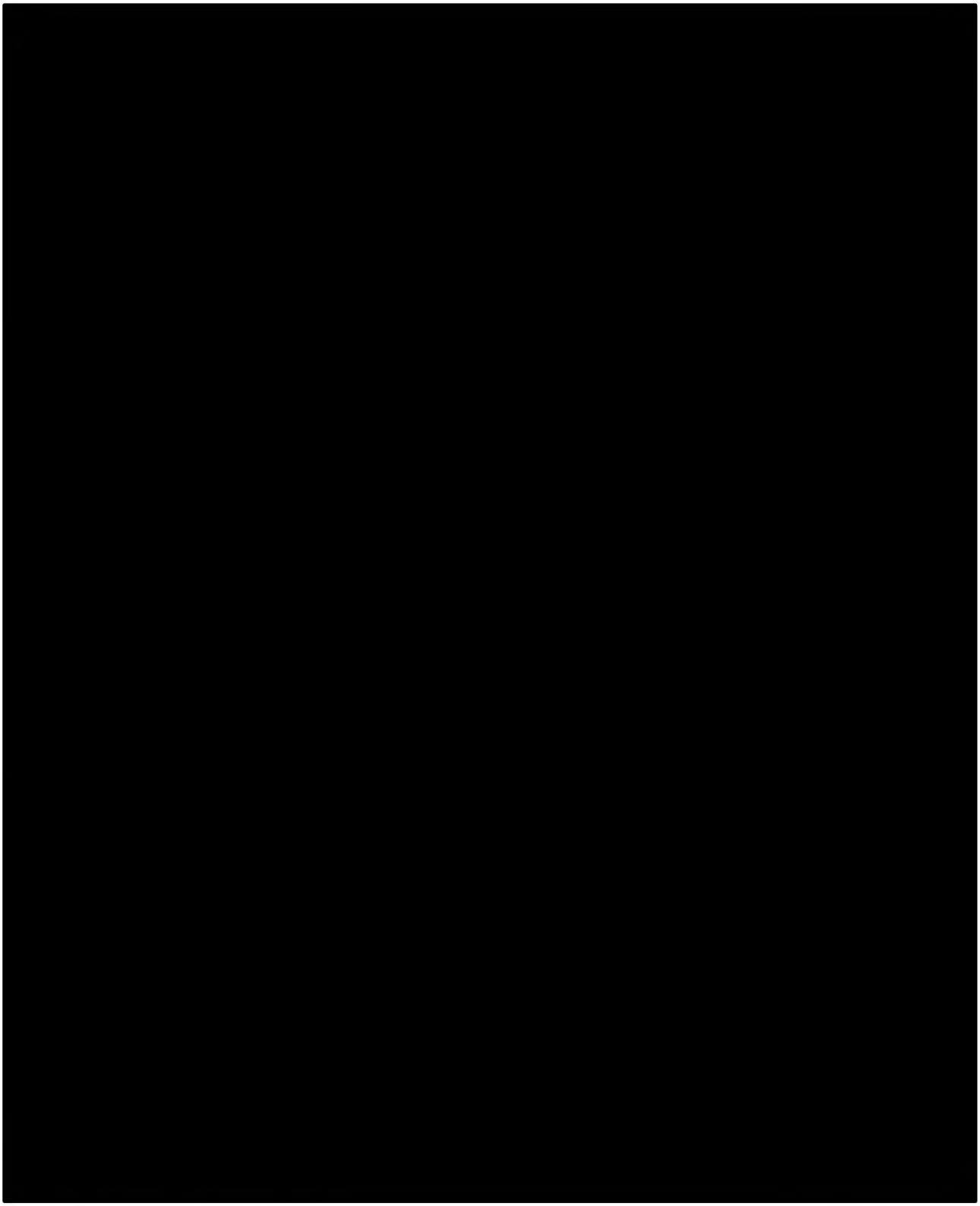
[redacted]



[redacted]

Applicant Journey and Screening

[redacted]



Full Application Process



BACKGROUND SCREENING AND COMPLIANCE REPORTING

[redacted]

RECRUITMENT AND ENGAGEMENT TECHNOLOGY

[redacted]

[redacted]

NATIONAL WORKFORCE AND HIRING SUCCESS

[redacted]

BOISE STATE STUDENT EMPLOYMENT & CAREER PATHWAYS

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1.5 TRAINING AND ORIENTATION



[redacted]

[redacted]

Pre-Assignment Orientation

[redacted]

Supervisory Management Training

[redacted]

Continuous Education

[redacted]

BEST Learning Platform: Focused on Event-Ready Training

[redacted]



Specialized Training Programs

[redacted]

TRAINING, CERTIFICATION, AND CLERY ACT COMPLIANCE ASSURANCE



[redacted]

Training and Certification Compliance

[redacted]

Clery Act & Campus Security Authority (CSA) Compliance

[redacted]

[redacted]

Compliance Oversight & Continuous Monitoring

[redacted]

Affirmation of Commitment

[redacted]

1.6 BEST EXPERIENCE

[redacted]

BEST Factoids Examples:

[redacted]

COMPREHENSIVE BENEFITS

[redacted]

Direct Deposit & DailyPay

[redacted]

Employee Hotline and Feedback Program

[redacted]

[redacted]

[redacted]

Employee Assistance Program (EAP)

[redacted]

BEST-In-Class Recognition Program

[redacted]

[redacted]

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[redacted]

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Co-Branded and Client-Specific Employee Recognition

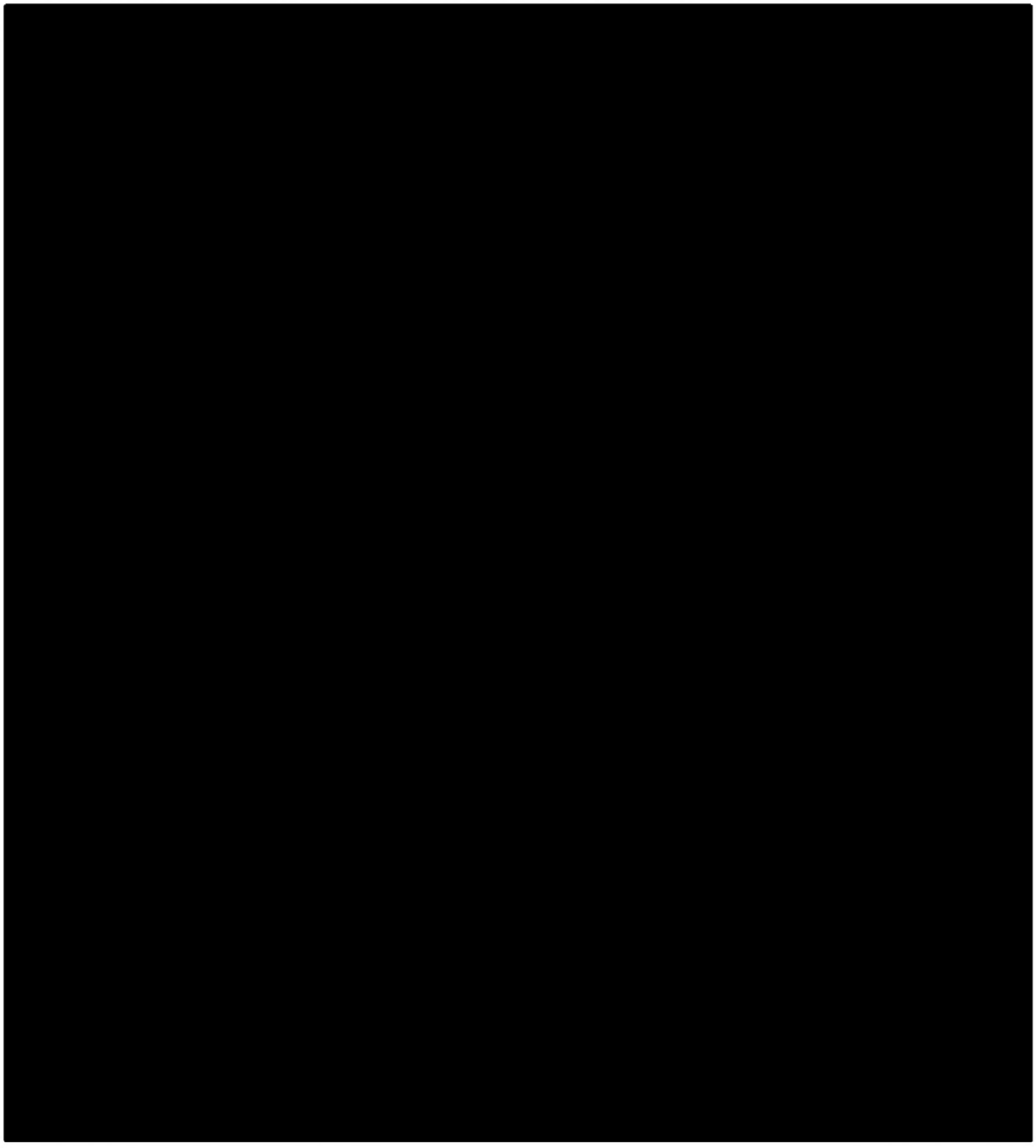
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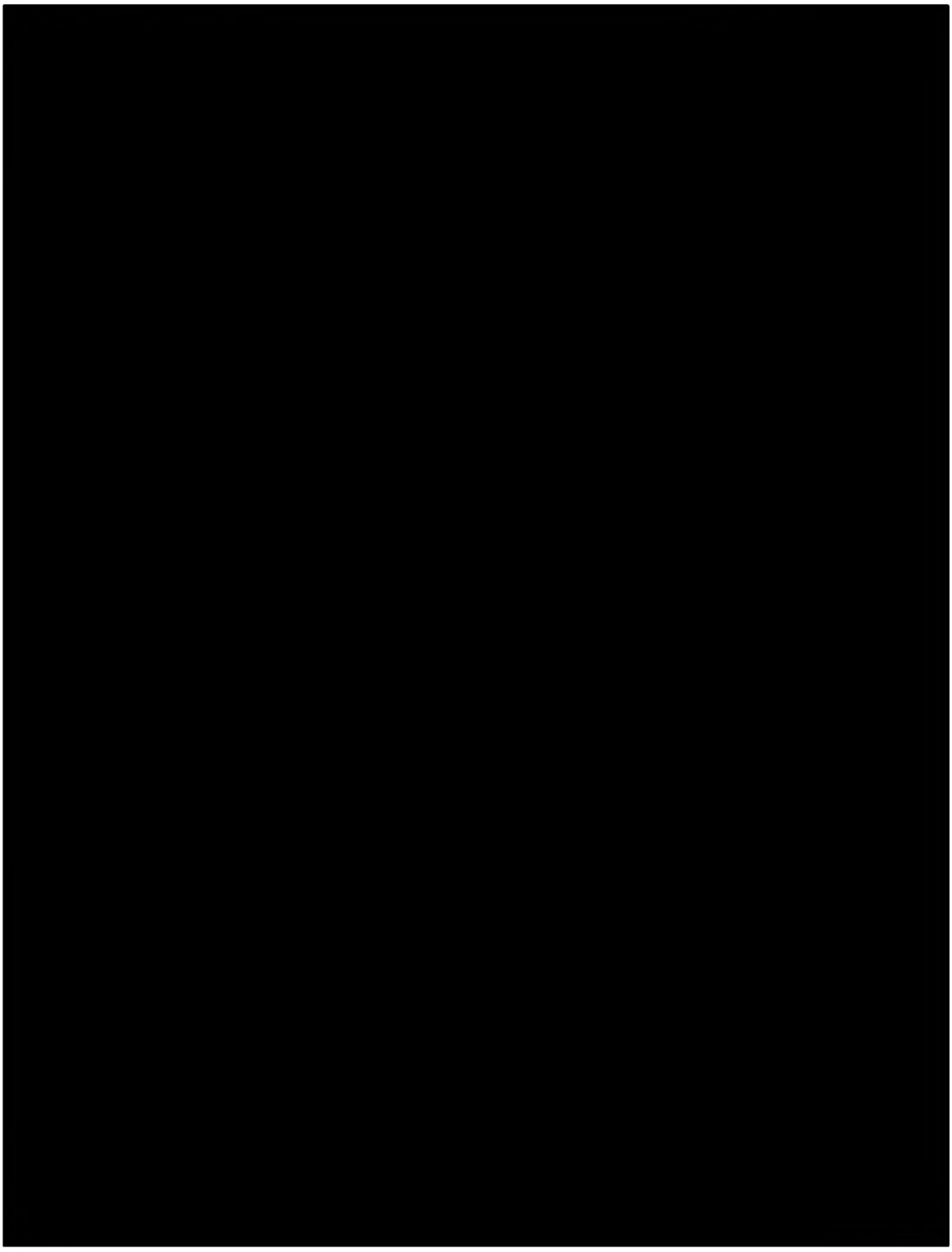
1.7 SCOPE OF WORK

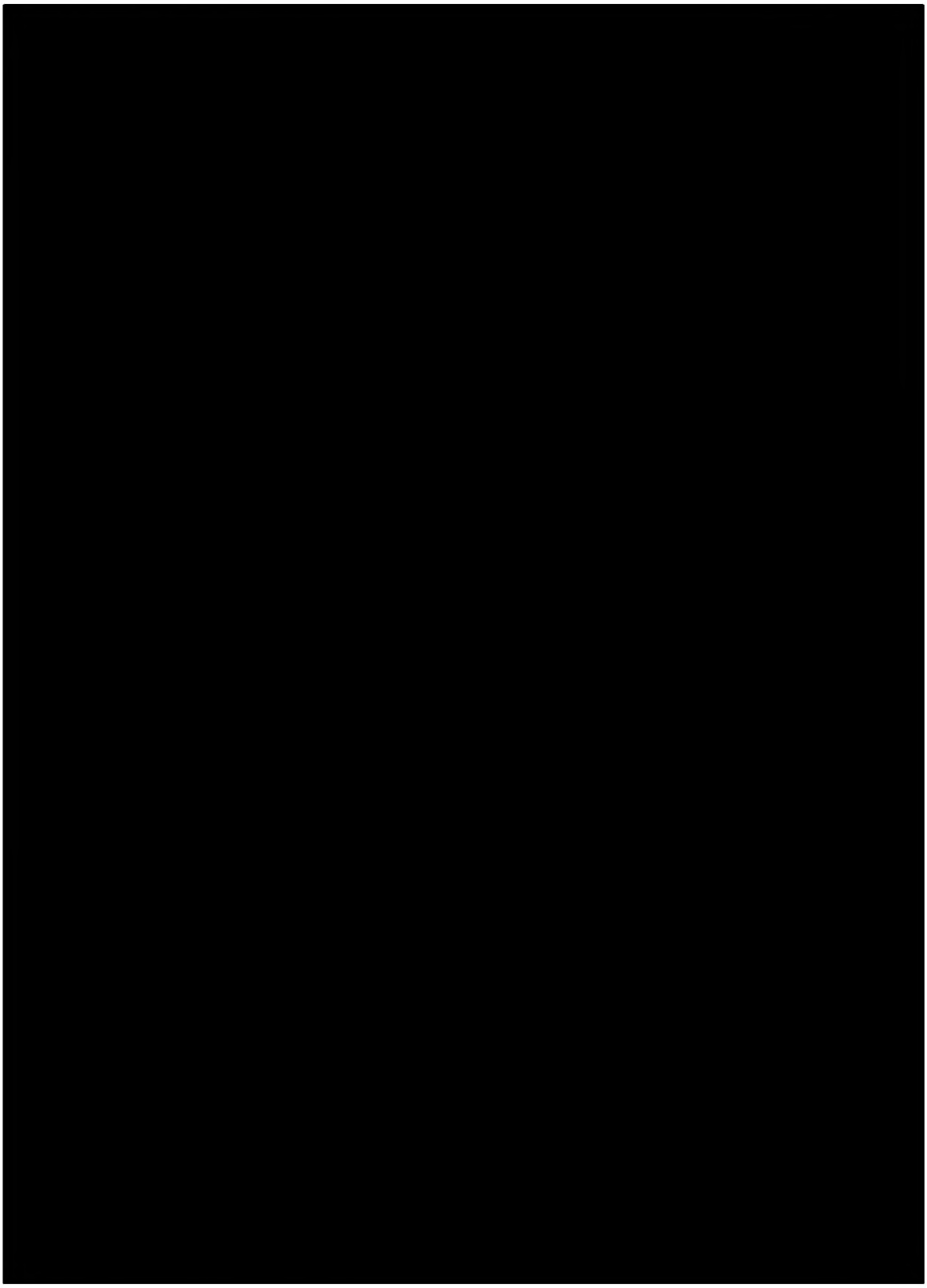
LINE LEVEL SCOPE OF WORK

At BEST, delivering exceptional event staffing and security services begins with clearly defined roles, structured supervision, and close coordination with university leadership and public safety partners.

The following outlines the personnel classifications and responsibilities that support safe, efficient, and welcoming university events across athletic competitions, concerts, commencements, conferences, and high-profile campus gatherings.







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COMPREHENSIVE SCOPE OF WORK

BEST Crowd Management delivers a fully integrated, end-to-end event operations program designed to support Boise State University across event security, parking management, and traffic control. As the incumbent provider operating on campus since 2022, BEST already executes the full scope outlined in RFP LB26 028 through a proven, scalable operational model that adapts to event size, attendance, and risk profile while remaining fully aligned with Boise State's safety, service, and performance expectations.

BEST's service delivery is organized around the complete event lifecycle—from pre-event planning and coordination, through disciplined event day execution, and concluding with post-event reporting, documentation, and continuous improvement. This approach ensures that every Boise State event is executed with clarity, accountability, and seamless coordination between Athletics, Public Safety, Parking, Facilities, and campus leadership.

Integrated Event Operations Framework (Pre-Event Through Post-Event)

- **Pre-Event Planning & Coordination**
  - BEST begins each event with structured, proactive planning coordinated directly with Boise State stakeholders. This planning phase establishes alignment, mitigates risk, and ensures all teams operate from a unified plan.
  - Key pre-event activities include:
    - Venue walkthroughs with Athletics and Event Services to confirm staffing needs, post locations, and sensitive areas
    - Review of event-specific risk factors, including anticipated attendance, rivalry games, special promotions, weather impacts, and concurrent campus activities
    - Coordination with Boise State Public Safety to align on emergency action plans, evacuation routes, communication protocols, and medical response integration
    - Development and finalization of detailed post orders covering access control, screening, restricted areas, ADA support, premium seating, and traffic flow
    - Supervisor and Lead briefings to establish clear expectations, command structure, escalation protocols, and real-time decision authority
  - This process ensures BEST, and Boise State leadership enter every event fully aligned and prepared.

- **Event Day Deployment & Supervision**
  - BEST executes a structured deployment model supported by experienced Supervisors, Lead Officers, and Command Post personnel to ensure timely post coverage and operational accuracy.
  - Event day execution includes:
    - Early Supervisor arrival for leadership briefings, final walk-throughs, and equipment distribution
    - Line-level briefings covering post assignments, prohibited items, guest service expectations, emergency procedures, and ingress/egress plans

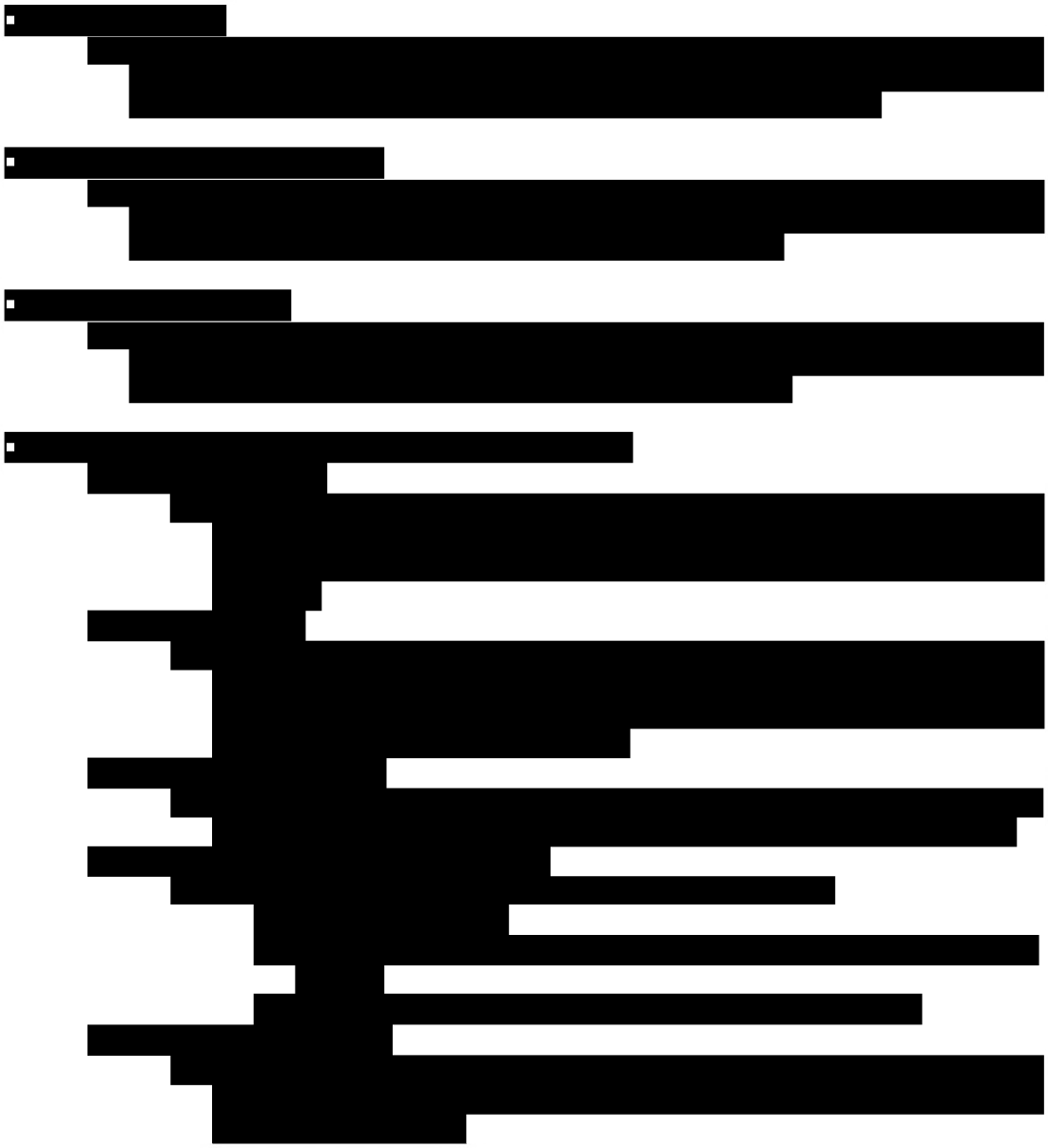
- Staggered staff deployment to ensure controlled gate readiness during peak ingress periods
- Continuous Supervisor and Lead visibility throughout venues to monitor fan behavior, queue flow, ADA accessibility, and safety-sensitive locations
- Real-time communication through radio systems and ABI MasterMind® for staffing visibility, compliance tracking, and incident documentation
- Rapid redeployment capability to shift coverage based on crowd density, operational needs, or emerging issues

[redacted]

- **Post Event Reporting & Continuous Improvement**
  - Following each event, BEST completes a structured operational closeout to ensure transparency, accountability, and refinement.
  - Post-event activities include:
    - Submission of preliminary incident reports and service logs within required timelines
    - Staffing reconciliation and compliance verification through ABI MasterMind®
    - Review of operational performance, guest service trends, and safety observations
    - Debriefs with Boise State partners to identify opportunities for improvement and operational adjustments
  - This consistent feedback loop allows BEST to refine staffing, deployment strategies, and communication practices season over season.

Athletic Event Security Services

[redacted]



Parking Management Services
BEST delivers full-service parking operations to support safe, efficient ingress and egress during high-attendance events.

Services include:

- Deployment of trained parking attendants and lot supervisors
- Management of cashless and cash-based payment systems
- ADA parking coordination and overflow management
- Active ingress and egress management during peak flow periods
- Accurate post-event revenue reconciliation and reporting
- Parking operations remain closely coordinated with security and traffic leadership for real-time adjustments.

Traffic Control & Certified Flagging Operations

BEST deploys certified traffic control personnel trained in Boise State's traffic plans and pedestrian safety requirements.

Operations include:

- Intersection, crossing, and choke point management
- Lane closures, barricade placement, and directional flow execution
- Coordination with campus leadership and local traffic authorities
- Real-time adjustments based on attendance and conditions
- Managed post-event egress and infrastructure breakdown

COMMAND POST, STAFFING STRUCTURE & TECHNOLOGY INTEGRATION

As the incumbent provider at Boise State University, BEST Crowd Management already operates as an integrated partner within the University's event command and control environment. Our leadership team routinely works alongside Athletics, Public Safety, Parking, Facilities, and emergency partners to support real-time decision-making during major events. Moving forward, BEST will continue this established integration while further strengthening operational coordination, situational awareness, and response efficiency through deliberate enhancements and continued investment in leadership, staffing structure, and technology.

Rather than introducing a new command model, BEST's approach builds upon what is already working—expanding clarity, responsiveness, and communication depth across all event environments.

Continued Command Post Integration & Elevated Decision Support

BEST will continue to embed experienced leadership directly within Boise State's unified Command Post structure for football games, stadium concerts, and other high-attendance or high-complexity events. This on-site leadership presence—already familiar with Boise State's venues, emergency procedures, and decision-making frameworks—ensures seamless continuity while enabling further operational refinement.

From the Command Post, BEST leadership will continue to:

- Maintain real-time situational awareness across venues, parking zones, pedestrian corridors, and traffic operations
- Serve as the direct operational liaison between field supervisors and Boise State leadership
- Support immediate, informed decision-making during evolving situations
- Approve and direct staffing redeployments based on live conditions
- Coordinate closely with Public Safety, medical teams, Facilities, and emergency responders

As the partnership continues, BEST will focus on enhancing pre-event briefings, refining escalation thresholds, and improving real-time information flow, allowing Boise State partners to receive clearer, faster operational insights during events.

Established Staffing Structure with Increased Depth & Continuity

BEST already deploys a clearly defined staffing hierarchy at Boise State, providing accountability, leadership coverage, and scalability across all event types. This structure will remain in place while being strengthened through continued workforce stability and supervisory development. BEST will continue to provide:

- **Security Supervisors** responsible for zone oversight, staff accountability, escalation management, and Command Post coordination
- **Lead Officers** supporting supervisors through localized leadership, mentoring, and real-time issue resolution
- **General Security Officers** assigned to access control, screening, crowd management, perimeter security, and guest engagement
- **Parking Attendants** managing lot operations, payment processing, ADA coordination, and ingress/egress flow
- **Certified Traffic Flaggers** controlling vehicle and pedestrian movement at designated intersections and traffic control points

By retaining experienced Boise-trained personnel and reinforcing leadership continuity, BEST ensures Boise State benefits from a team that already understands campus expectations, event patterns, and operational nuances—while steadily increasing depth and resilience within the staffing model.

Professional Presentation & Equipment Standards — Sustained and Refined

BEST personnel assigned to Boise State events will continue to be clearly identifiable, professionally uniformed, and properly equipped for their assigned roles. As part of our ongoing enhancement efforts, BEST will maintain and refine uniform, safety, and equipment standards to ensure consistency across all event environments.

This includes:

- Clearly marked uniforms identifying role and function
- Weather-appropriate attire for Idaho conditions
- High-visibility safety gear for parking and traffic operations
- Required personal safety equipment by post assignment
- Digital incident-reporting tools and documentation materials

These standards reinforce Boise State's professionalism while ensuring guests, staff, and emergency partners can easily identify BEST personnel when assistance is needed.

Communications & Radio Integration — Continuity with Future-Ready Capability

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Technology Integration & Expanded Operational Visibility

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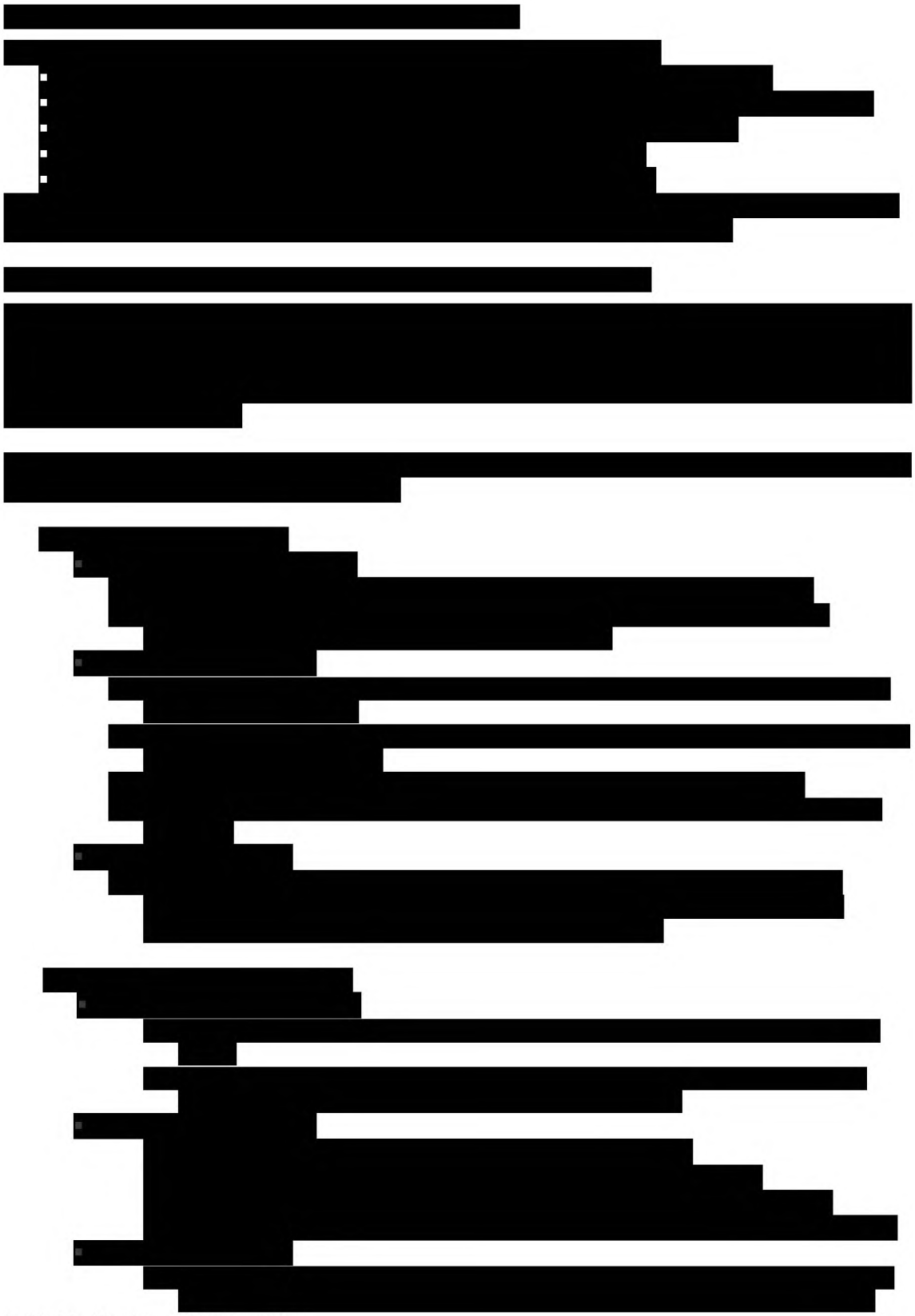
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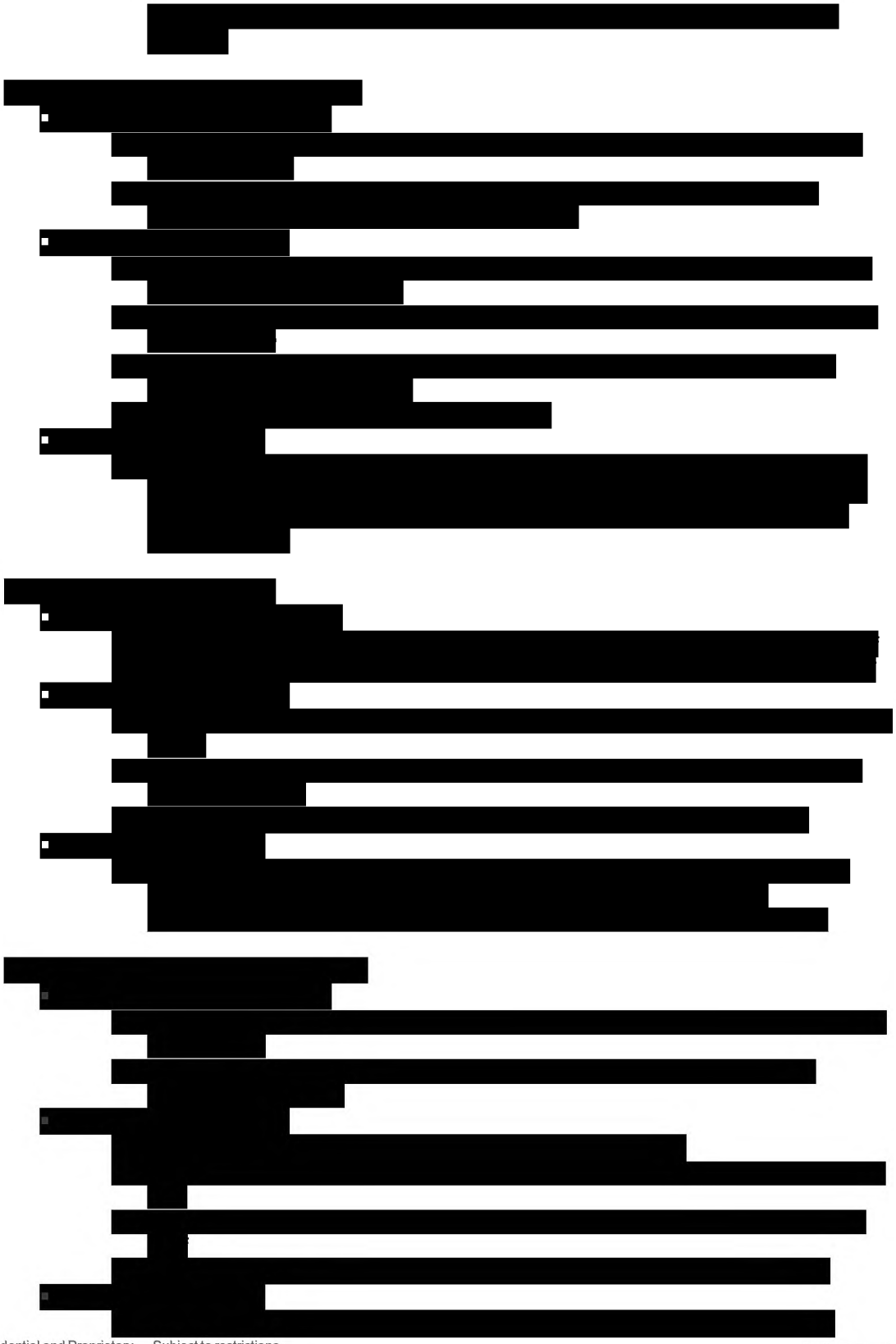
PERFORMANCE, REPORTING, AND ADMINISTRATIVE SUPPORT

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Invoice Cover Sheet and Invoice Back-Up Example:

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Sustained Value Through Structure and Accountability

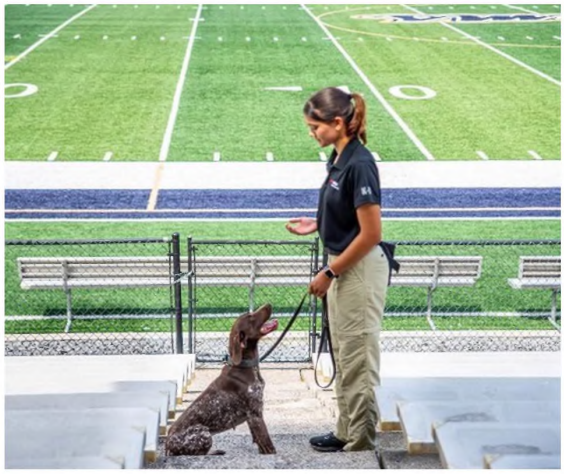
By pairing clearly defined post orders with real-time supervisory oversight, disciplined reporting, and formal performance reviews, BEST provides Boise State with an operational model rooted in clarity, consistency, and accountability. This structure allows University leadership to maintain confidence that policies and procedures are being enforced as intended—while continuously improving from one event to the next through an established and trusted partnership.

SPECIALIZED K-9 SERVICES

[redacted]

[redacted]

K-9 Capabilities With GardaWorld Federal Services



[redacted]

Industry-leading canine training and working dog selection

[redacted]

Contract working dog teams with global experience

[redacted]

PROPOSED TIMELINE & CONTINUITY OF OPERATIONS

[redacted]

[redacted]

PRIMARY DELIVERABLES

[redacted]

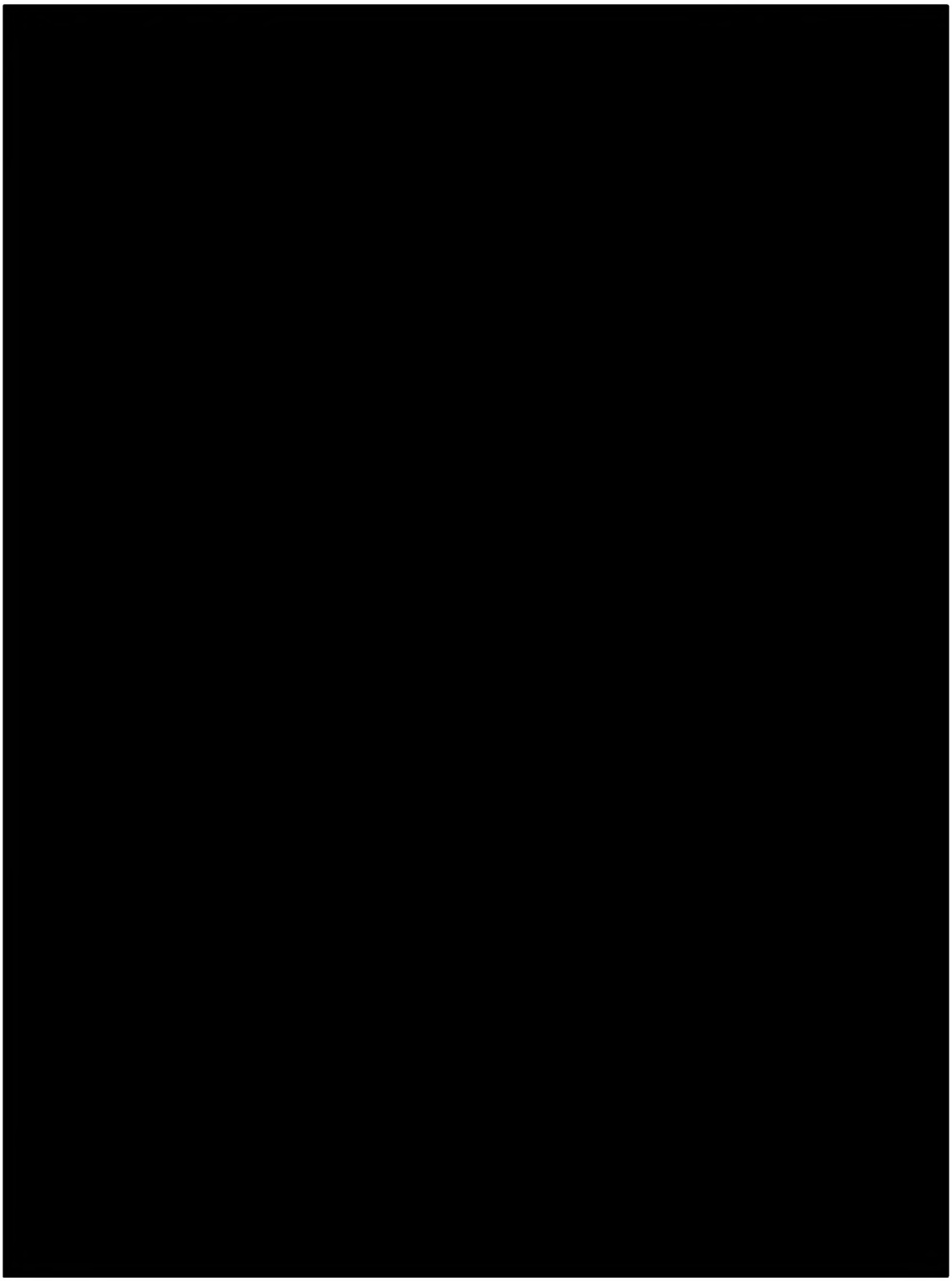
1.8 TECHNOLOGY & TOOLS

BEST Crowd Management leverages top-tier, nationwide technology platforms to keep officers connected, informed, and productive. Mobile self-service tools enhance efficiency, streamline communication, and improve both employee and guest experience.

[redacted]



[redacted]

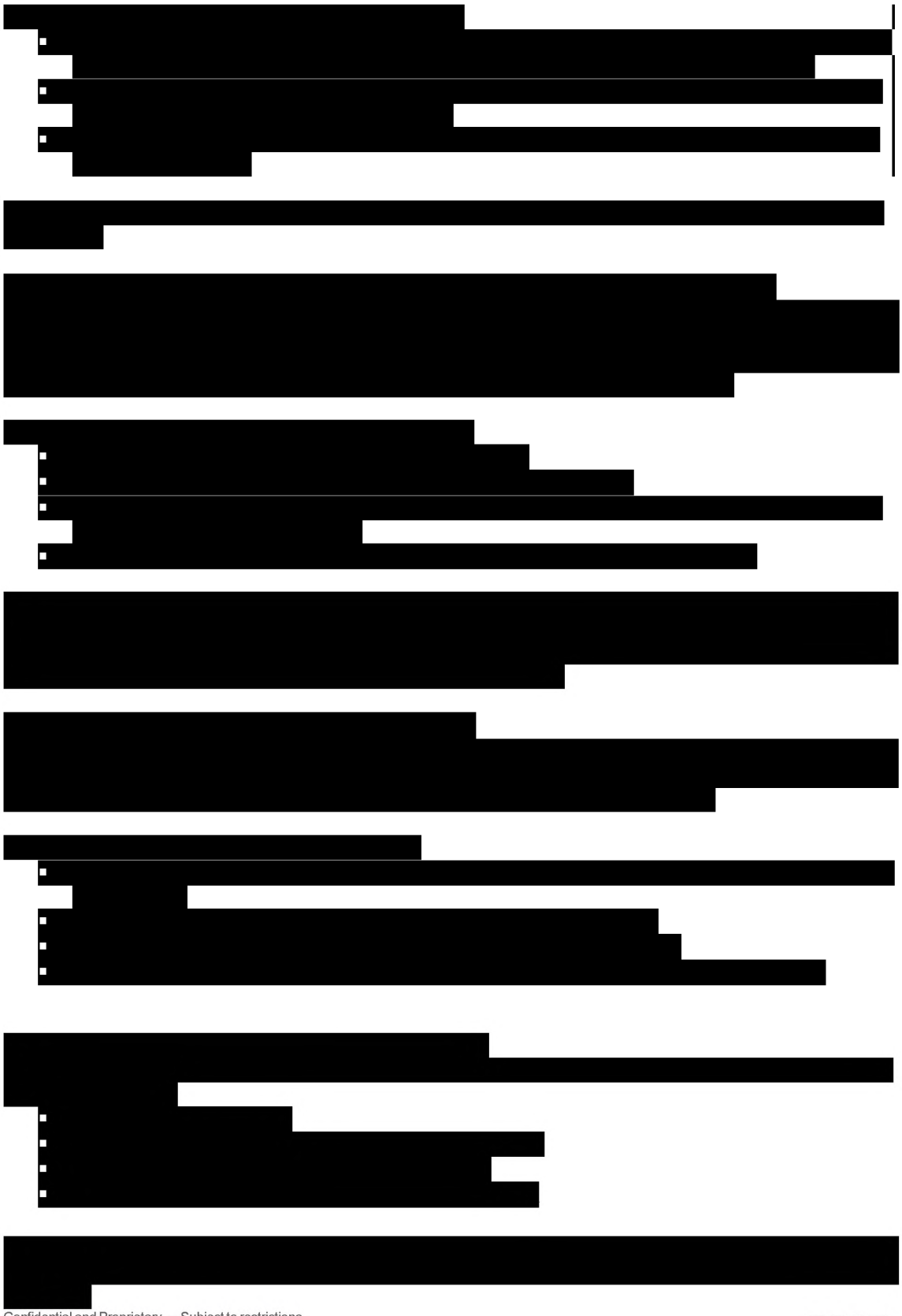


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[redacted]

1.9 ENHANCEMENTS & CONTINUOUS IMPROVEMENT THROUGH PARTNERSHIP

[redacted]



Looking Ahead

[redacted]

SECTION 2 FINANCIAL STRUCTURE & TRANSPARENCY

In accordance with RFP No. LB26-028 submission requirements, BEST Crowd Management has provided its completed Exhibit 1 – Cost Proposal as a separate file, clearly labeled and submitted under separate cover from the technical proposal. This Exhibit contains the fully burdened pricing structure, cost assumptions, and detailed rate information requested by Boise State University for evaluation under this solicitation.

SECTION 3 PROFESSIONAL REFERENCES

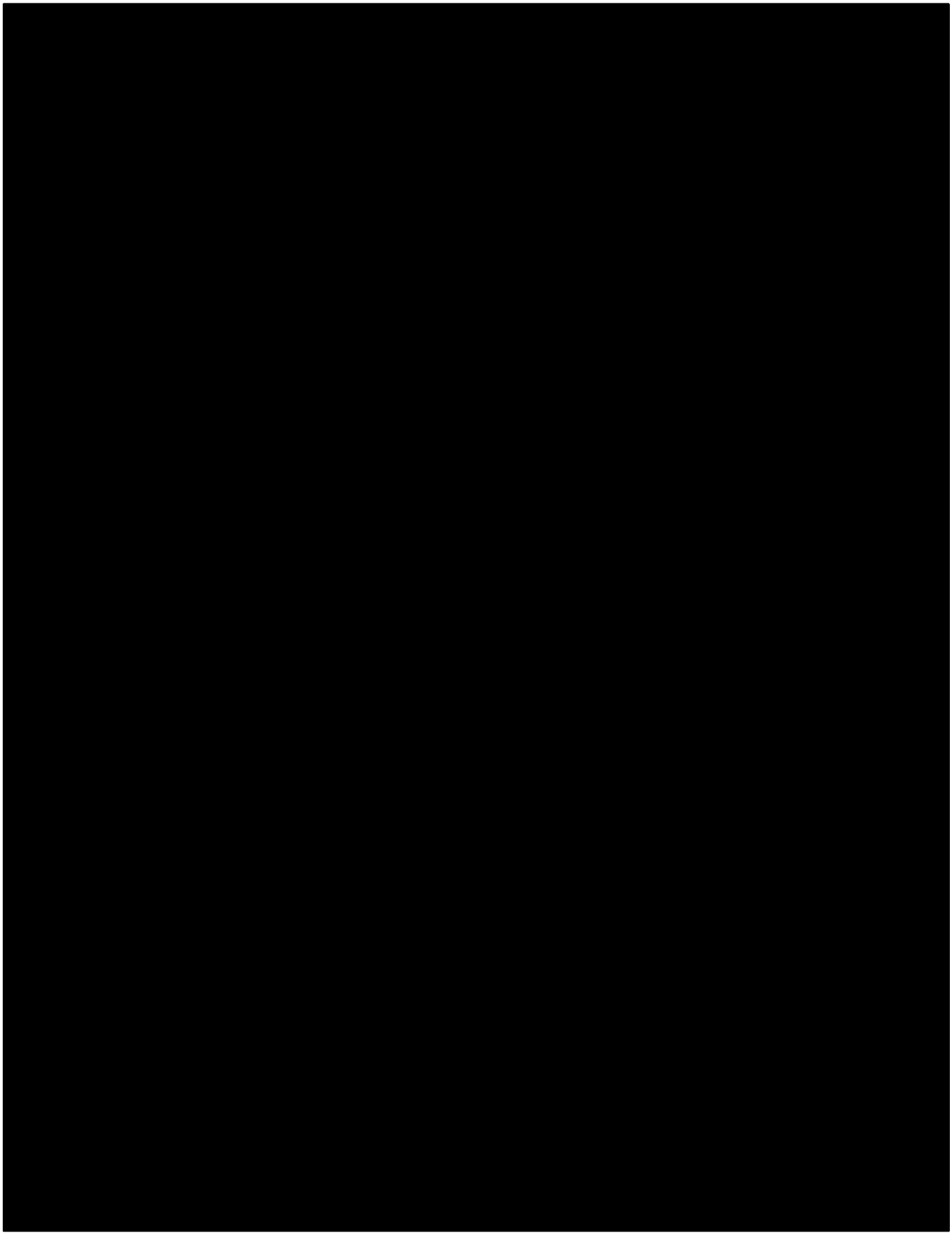
Professional References

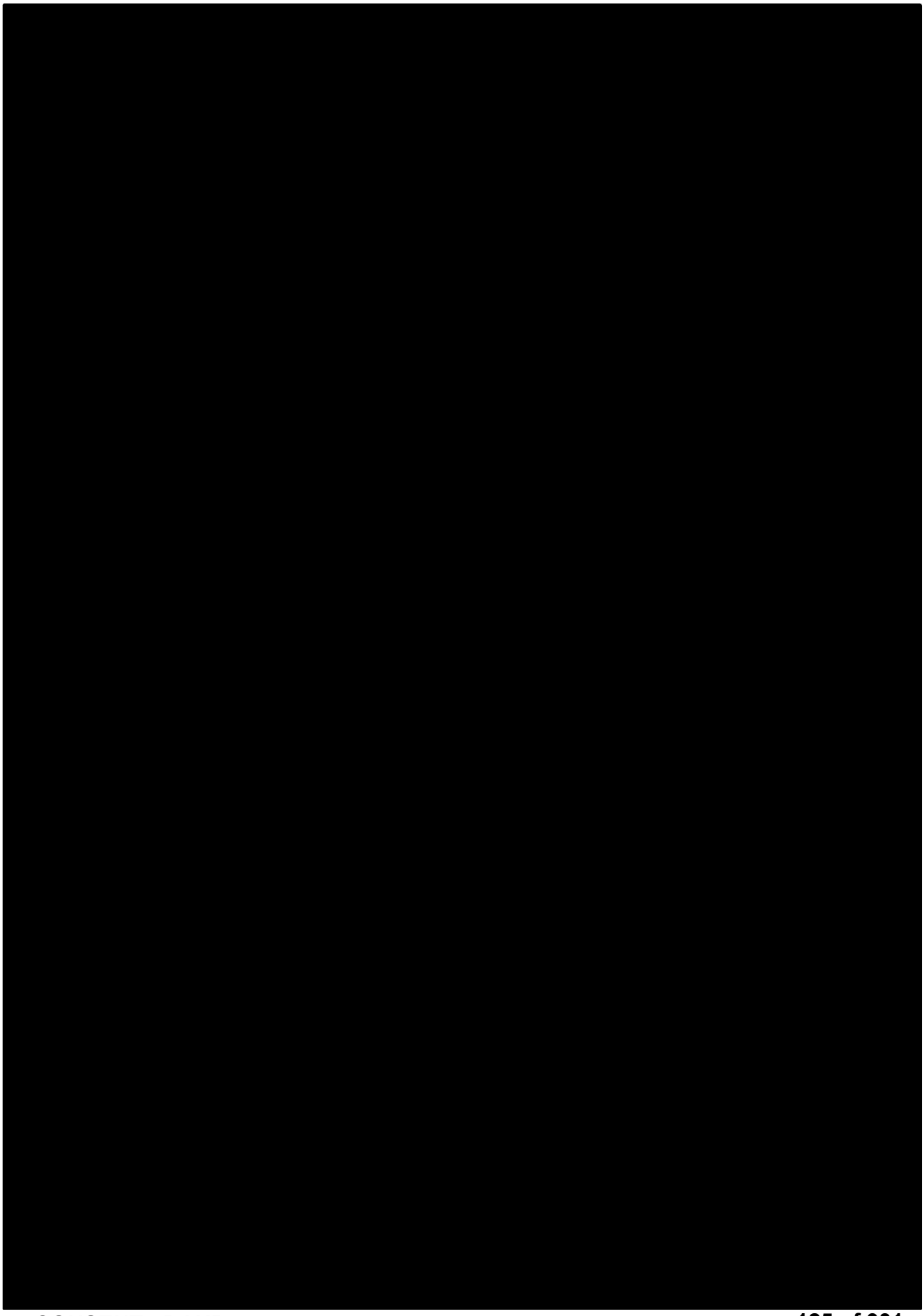
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BEST
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ADDENDUM 1
CERTIFICATE OF INSURANCE

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BEST
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ADDENDUM 2
UNIFORM MOCK-UPS

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BOISE STATE
BRONCOS

BEST
A GARDAWORLD COMPANY
CROWD MANAGEMENT

COMPLETE UNIFORM PROGRAM #1

WITH BOISE LOGO

SHIRTS, JACKETS, PARKAS, AND DRESS APPAREL

BEST
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CROWD MANAGEMENT

UNIFORM PROGRAM #1

SPECIFICATIONS & COLORWAYS



BEST
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CROWD MANAGEMENT

UNIFORM PROGRAM #1

SHIRT DETAILS



BEST
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CROWD MANAGEMENT

UNIFORM PROGRAM #1

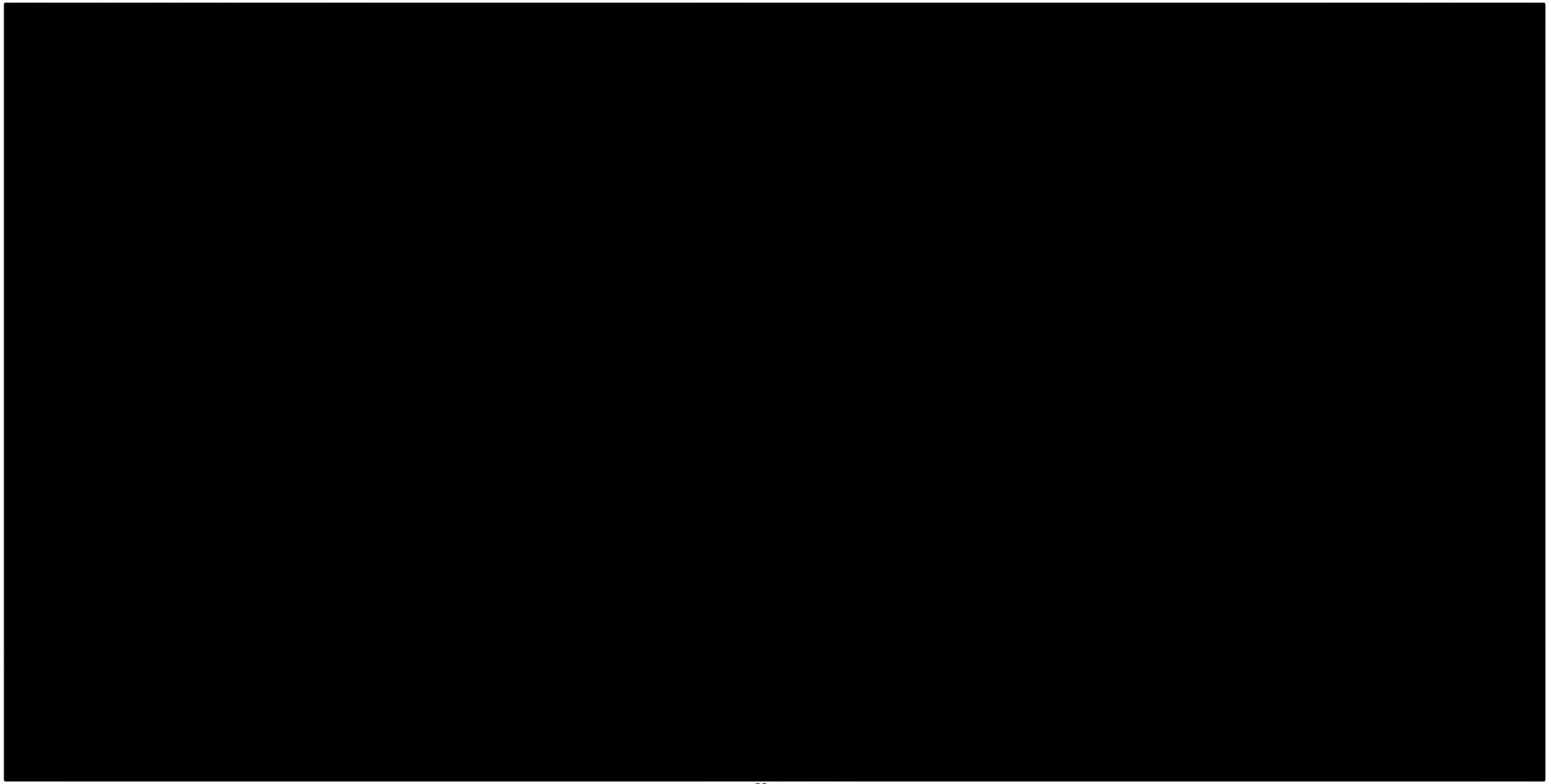
JACKET DETAILS



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CROWD MANAGEMENT

UNIFORM PROGRAM #1

PARKA DETAILS



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CROWD MANAGEMENT

UNIFORM PROGRAM #1

EVENT STAFF SHIRT



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CROWD MANAGEMENT

UNIFORM PROGRAM #1

MANAGER SHIRT



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CROWD MANAGEMENT

UNIFORM PROGRAM #1

SUPERVISOR SHIRT



BEST
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CROWD MANAGEMENT

UNIFORM PROGRAM #1

EVENT STAFF JACKET



BEST
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CROWD MANAGEMENT

UNIFORM PROGRAM #1

MANAGER JACKET



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CROWD MANAGEMENT

UNIFORM PROGRAM #1

SUPERVISOR JACKET



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CROWD MANAGEMENT

UNIFORM PROGRAM #1

EVENT STAFF PARKA



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UNIFORM PROGRAM #1



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CROWD MANAGEMENT

UNIFORM PROGRAM #1

SUPERVISOR PARKA



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CROWD MANAGEMENT

UNIFORM PROGRAM #1

DRESS APPAREL

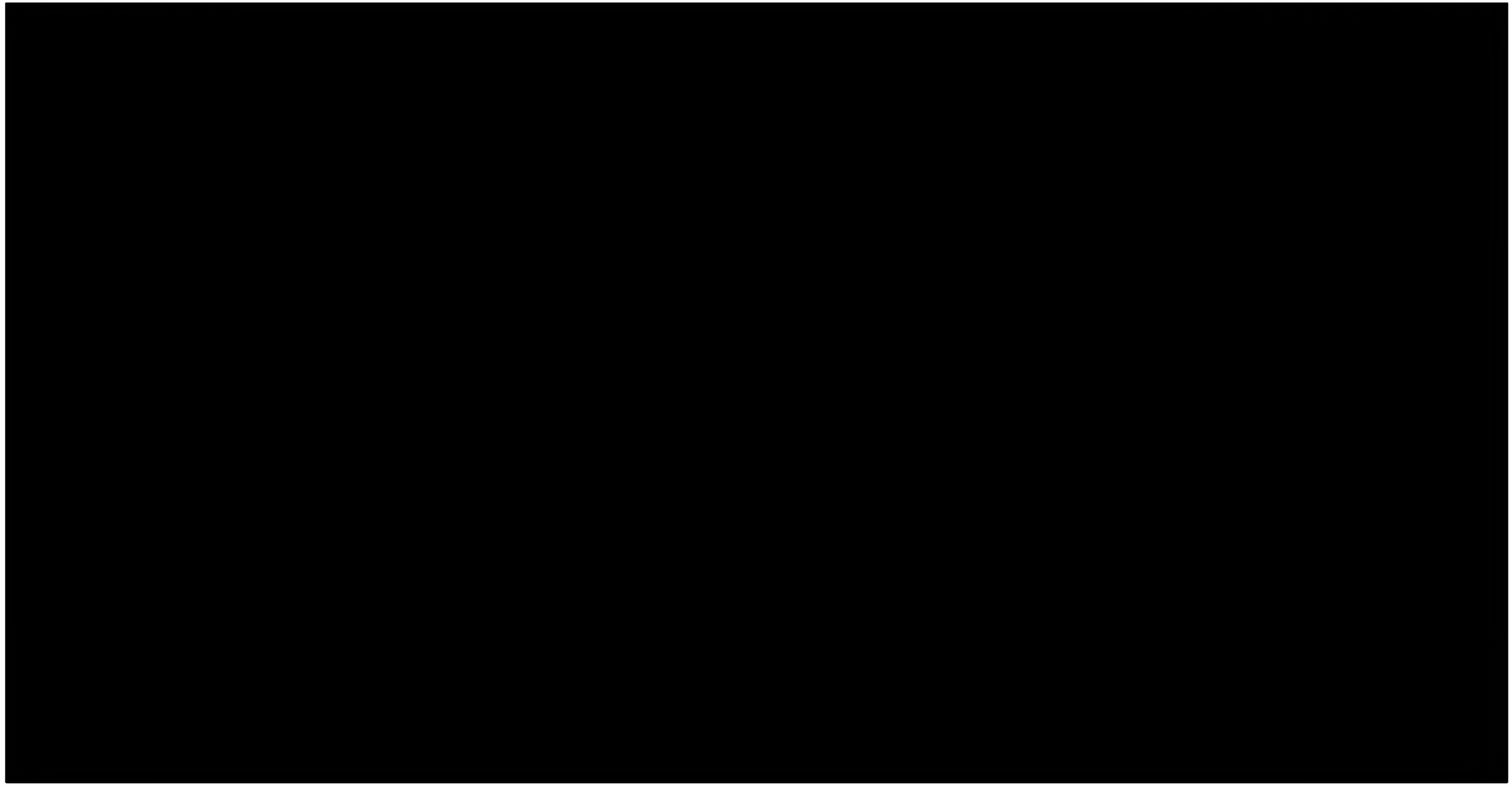


BEST
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CROWD MANAGEMENT

UNIFORM PROGRAM #1

ACCESSORIES

813BK6-BEST-i (Black Baseball Cap)
851BK-BEST-i (Black Knit Hat)



BEST
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CROWD MANAGEMENT

UNIFORM PROGRAM #1

ACCESSORIES

Page 17

951-WAND-RO (Plastic Wand)
961-ECO-GCZBST-Y (Safety Vest)



Exhibit 1 - Cost Proposal
Vendor: BEST Crowd Management

All costs associated with the requirements of this RFP must be submitted as part of the Offeror's proposal in a separate pricing file. Proposed pricing shall be fully burdened and inclusive of all direct and indirect costs necessary to perform the services, including, but not limited to, labor, supervision, training, uniforms, equipment, administrative expenses, overhead, supplies, travel, per diem, and any other associated costs.

Pricing shall be submitted in the format specified and will be used for evaluation purposes. Actual pricing, scope, and deliverables may be established through individual event work orders, task authorizations, or similar instruments issued under the resulting contract(s).

1. **Executive Summary of Proposed Costs to include:**

BEST Crowd Management's cost proposal is structured to deliver the best overall value, not simply the lowest hourly rate. Our pricing approach is designed to support safe, reliable, and consistent event operations while protecting Boise State University from the operational risks commonly associated with under-resourced or under-trained event staffing models.

Rather than competing on lowest price—which often leads to high turnover, inconsistent staffing, undertrained personnel, and increased operational risk—BEST proposes a fair and competitive, fully burdened rate structure that prioritizes service quality, workforce stability, and successful event execution. This approach supports Boise State's commitment to safety, guest experience, and continuity across athletic events, campus activities, and special events.

All proposed rates are fully inclusive, covering every cost required to perform the services outlined in RFP LB26-028. Boise State will not incur additional or hidden charges beyond the hourly rates provided, except for applicable sales tax where required by law.

Cost Allocation Overview

BEST's proposed rates include, but are not limited to, the following cost components:

- Customized Employee Uniforms – Venue-specific, professional uniforms that clearly identify roles and support Boise State's event-day presentation standards
- All Required Equipment – Earpieces, flashlights, safety gear, and operational supplies necessary for event execution
- Handheld Screening Wands – Provided to support efficient and compliant entry screening
- Ongoing Background Screening – Comprehensive checks conducted at hire and on a recurring monthly basis
- Employee Drug Testing – Supporting a reliable, professional workforce
- Employee Incentive & Retention Programs – Designed to reduce turnover and preserve experienced, campus-trained staff
- Comprehensive Training Program – Fully covers payroll, instructional time, and materials for BEST's industry-leading training
- ADA and Sensory Awareness Training – Provided at no additional cost when requested

by the University

- Automated Timekeeping and Scheduling – Supported by BEST's workforce management systems for accurate reporting and accountability
- Payroll Taxes and Insurance – Including workers' compensation, general liability, and all statutory payroll obligations
- State Security Licensing – Full compliance with Boise and Idaho licensing and regulatory requirements

Additional Pricing Assumptions

- Minimum shift duration: 4 hours
- Overtime: Billed at 1.5× the standard hourly rate after 40 hours worked in a week
- Holiday rates: Billed at 1.5× the standard hourly rate on the following holidays only: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day
- No additional expenses: Boise State will not be charged any expenses beyond those expressly outlined in this cost proposal

Equipment Provided at No Additional Cost

In addition to what is included in the hourly rate structure, BEST provides the following equipment and resources at no additional cost to Boise State University:

- Post order templates and event documentation tools
- Workforce management and scheduling software
- Flashlights, radios, and screening wands
- Weather-appropriate and safety gear
- Uniforms, lanyards, and employee identification badges
- Bullhorns and traffic-control accessories
- Licensing support and administrative supplies

Through this pricing approach, BEST delivers a transparent, predictable, and sustainable cost structure that supports Boise State University's event operations while minimizing risk, enhancing staffing stability, and ensuring a high-quality guest experience throughout the contract term.

2. **Detailed Cost Breakdown**

Line #	Position	Hourly Rate	Bill Rate
1	Director of Operations	No Charge	No Charge
2	Event Manager	$ 22.00	$ 32.34
3	Supervisor	$ 19.50	$ 28.67
4	TIPS/VIP Security	$ 17.00	$ 25.18
5	Security	$ 16.50	$ 24.59
6	Ticketing/Usher	$ 16.50	$ 24.59
7	Parking Flagger	$ 16.50	$ 26.40
8	Parking Attendant	$ 16.50	$ 25.81
9	Parking Supervisor	$ 19.50	$ 30.11
10	K-9 Units, if applicable (Bill Rate includes 10-Hour Shift, Includes Handler and K-9)	[redacted]	$ 125.00

Direct Costs

Hourly rates include all labor costs associated with event security, parking, and traffic control services, including wages, supervision, training, uniforms, equipment, payroll taxes, and insurance.

Travel Expenses

No travel expenses are proposed or anticipated under this contract. BEST utilizes a Boise-based workforce and local leadership model. As a result, Boise State University will not be billed for mileage, lodging, per diem, airfare, or other travel-related costs.

Indirect Expenses & Other Costs

All indirect expenses and operational overhead are fully included within the proposed hourly rates and will not be billed separately. This includes, but is not limited to:

- Recruiting and hiring costs
- Ongoing background screening and compliance monitoring
- Drug testing
- Employee training and certification costs
- Uniforms and personal protective equipment
- Event-day equipment and operational supplies
- Workforce management, scheduling, and timekeeping systems
- Administrative, supervisory, and management support
- Licensing, insurance, and statutory payroll obligations

3. Cost Justification and Assumptions

BEST Crowd Management's proposed pricing is fully burdened and transparent, reflecting the complete cost of delivering reliable event security, parking, and traffic control services for Boise State University. All hourly rates are designed to support staffing stability, appropriate supervision, and consistent service quality across all event types.

Proposed rates include all direct and indirect costs required to perform the scope of work, including labor, supervision, uniforms, equipment, background screening, compliance, scheduling systems, administrative support, payroll taxes, insurance, and state licensing. No additional fees or pass-through expenses will be billed beyond the hourly rates provided.

Key assumptions used in developing this proposal include:

- A four (4) hour minimum shift per assignment
- Overtime billed at 1.5× after 40 hours worked in a week
- Holiday rates of 1.5× applied only on six specified holidays
- Final staffing quantities established through event-specific work orders

This pricing structure provides Boise State with predictable costs, eliminates hidden charges, and supports a sustainable, high-quality event operation.

Training Rate Requirements

BEST Crowd Management confirms that all required training costs will be fully absorbed by BEST and will not be billed to Boise State University under this Contract. This includes employee wages during training, instructional time, materials, administrative overhead, and all applicable statutory labor costs.

As a result, no separate training rates are proposed or invoiced, and Boise State University will incur no additional charges for initial, refresher, or ongoing training required to support services performed under this agreement. All training is incorporated into BEST's fully burdened hourly rates.

When supervisory or management personnel provide training, their participation is included as part of BEST's internal cost structure and is not billed separately to the University.

SUBJECT

Idaho State University – Head Softball Coach Contract

BACKGROUND

After careful consideration, Idaho State University (ISU) is requesting Board approval to enter into a new employment agreement with Harold Simmons as ISU Head Softball Coach. The proposed agreement covers five (5) softball seasons, commencing August 30, 2026, and expiring May 30, 2031, for a total of four (4) years and nine (9) months. The extended term provides leadership continuity and program stability, strengthens recruiting and retention efforts, and positions ISU to build upon the softball program's recent success while sustaining a championship-caliber culture.

ISU made a commitment to Coach Simmons to propose a longer-term employment agreement to the Board following his appointment by ISU in June 2026.

PROPOSAL

ISU requests Board approval to enter into a new employment agreement with Harold Simmons as Head Softball Coach, covering five (5) softball seasons from August 30, 2026, through May 30, 2031, at an annual base salary of $91,000 plus performance-based supplemental compensation, as detailed in Attachments 1-6.

IMPACT

The proposed employment agreement covers five (5) softball seasons, commencing August 30, 2026, and expiring May 30, 2031. The agreement provides for an annual base salary of $91,000, a $1,000 increase over Coach Simmons' current base salary of $90,000 and includes opportunities for performance-based supplemental compensation under section 3.2 of the Contract as follows:

- *Media, fundraising, and public appearances:* $4,000 annually.
- *Big Sky regular-season championship:* $4,000 for each year the Team wins the conference regular-season title.
- *Recruiting and player development:* Up to $15,000 annually:
  - $1,000 for each player named First Team All-Big Sky.
  - $1,000 for a Big Sky Player of the Year.
  - $1,000 each for a Big Sky Newcomer, Freshman, or Pitcher of the Year.
- *Big Sky Coach of the Year:* $4,000 each year Coach receives the award.
- *NCAA Tournament appearance:* $4,000 for participation through either an automatic qualification or at-large selection.
- *NCAA Tournament wins:* $2,500 per tournament win, up to $15,000 annually.
- *Academic achievement and team conduct:* Up to $4,000 annually, at the President’s discretion in consultation with the Director:
  - APR 970–979: up to $2,000.
  - APR 980–989: up to $2,500.
  - APR 990–999: up to $3,000.
  - APR 1,000: up to $4,000.
  - The decision may also consider grade-point averages, academic rigor, academic honors, progress toward graduation, support of academically

at-risk athletes, and team-member conduct.
    - Any payment must include a detailed written justification.
- *Season wins:* $4,000 each year the Team achieves at least 28 wins.
- *University-operated summer camps:* Coach may receive supplemental compensation for marketing, supervising, and administering University softball camps:
    - Compensation is based on the camps' net proceeds.
    - Payments may be made to Coach and Coach's designees.
    - Payments must come from camp accounts.
    - A detailed accounting of camp revenues and expenses must be provided to the Director.
    - No maximum payment is specified.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board Policy II.H. requires Board approval for athletic employment contracts with terms exceeding three (3) years or annual compensation exceeding the policy threshold. The proposed agreement exceeds the term threshold and is before the Board for consideration.

The proposed agreement fulfills ISU's commitment to Coach Simmons to return to the Board with a long-term contract following his appointment in June 2026. Compared to the June 2026 agreement, the proposed contract extends the term through May 30, 2031, increases the annual base salary from $90,000 to $91,000, and retains performance-based supplemental compensation tied to academic achievement, athletic performance, recruiting, and postseason success.

Board staff has reviewed the proposed agreement from ISU and the accompanying comparison to the Board's model coaching contract. The contract reflects negotiated business terms between ISU and Coach Simmons, and the identified deviations from the Board's model contract are included in the accompanying redline in Attachment 2 Redline from Model.

Board staff recommends approval.

ATTACHMENTS

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

BOARD ACTION

I move to approve the request by Idaho State University to enter into a four (4) year and nine (9) month employment agreement with Harold Simmons, Head Softball Coach, beginning August 30, 2026, through May 30, 2031, at a base salary of $91,000 and supplemental compensation provisions provided in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

APPLICABLE STATUTE, RULE, OR POLICY

Board Policy II.H. Coaches and Athletic Directors

REFERENCE

June 2026	Idaho State University signed a 3-year contract with Coach Simmons, initiating June 24, 2026, and extending to May 25, 2029. ISU committed to seeking Board approval of a 5-season contract (4 years, 9 months) at the first opportunity, initiating August 30, 2026, and extending to May 30, 2031.

Idaho State University

ATHLETICS MULTI-YEAR CONTRACT
HAROLD SIMMONS, HEAD COACH - WOMEN'S SOFTBALL

EMPLOYMENT AGREEMENT

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

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its WOMEN'S SOFTBALL 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 the Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Sections 3.2.1 through 3.2.7. shall cease.

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of FOUR (4) YEARS and NINE (9) MONTHS, commencing on August 30, 2026 and terminating, without further notice to Coach, on May 30, 2031 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. This Agreement in no way grants to Coach a

claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation

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

a) An annual salary of $91,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President;

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

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

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

3.2 Supplemental Compensation: The potential supplemental compensation described herein shall be available to Coach if Coach continues to be employed as University's head softball coach as of the ensuing July 15th, unless otherwise specified, and when the following conditions are met in the preceding fiscal year: (1) Maintain a multi-year APR greater than 940 and (2) the Team operates within the assigned and agreed upon budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year. Such supplemental compensation shall be paid to Coach in a timely manner following July 15th.

3.2.1. Coach shall receive the sum of $4,000 each year during the term of this Agreement in compensation for participation in media programs, fundraising and public appearances. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Team is the Regular Season Big Sky Conference Champion,

the University shall pay to Coach supplemental compensation in an amount equal to $4,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. To reward excellent recruiting and player development, Coach shall receive supplemental compensation, up to a maximum of $15,000, in the amount of $1,000 for each player named to the Big Sky Conference First Team, $1,000 for a Big Sky Conference Player of the Year, and $1,000 (each) for a Big Sky Conference Newcomer of the Year, Big Sky Freshman of the Year, or Big Sky Pitcher of the Year. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4. Each year the Coach is named as the Big Sky Conference Coach of the Year, the University shall pay Coach supplemental compensation in an amount of $4,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5. Each year the Team participates in the NCAA Tournament, either as AQ or AL, the University shall pay Coach supplemental compensation in the amount of $4,000.

3.2.6. Each year the Team participates in the NCAA Tournament, the University shall pay Coach supplemental compensation, up to a maximum of $15,000, in the amount of $2,500 for each NCAA Tournament game win.

3.2.7. Each year Coach shall be eligible to receive supplemental compensation in an amount up to $4,000.00 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 President 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.

Team Multi-Year APR:	Incentive Pay Up To:
970-979	$2,000
980-989	$2,500
990-999	$3,000
1,000	$4,000

3.2.8. Each year the Team achieves 28 or more wins, the University shall pay Coach supplemental compensation in the amount of $4,000.

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

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

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

ARTICLE 4

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

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

4.1.2. Develop and implement programs and procedures with respect to the evaluation, recruitment, training, and coaching of Team

members which enable them to compete successfully and reasonably protect their health, safety, and well-being;

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

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

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

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

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

b) Prompt and accurate submission of compliance forms, certification forms, CARA forms, and all compliance related information prior to the arrival of a student athlete on the ISU Campus;

c) Thorough, honest, and forthcoming completion of compliance forms;

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

e) The routine requesting of rules interpretations.

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

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

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

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

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

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

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

ARTICLE 5

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

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

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

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA member institution;

d) Ten (10) working days' absence of Coach from duty without the Director's consent;

e) Any conduct of Coach that the University determines brings Coach into general public disrepute, contempt, scandal, or ridicule or that would, in the University's judgment, reflect adversely on the University or its athletic programs, including a violation by Coach of any law, except minor traffic offenses;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

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

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

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

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

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

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

5.2 Termination of Coach for Convenience of University

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

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

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

5.3 Termination by Coach for Convenience

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, an amount equal to 50% of the remaining balance which would be owed to Coach over the full term of the contract. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

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

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

5.4 Termination due to Disability or Death of Coach

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

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

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

5.5 Interference by Coach. In the event of termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student-athletes or otherwise

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

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

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

Coach: Head Coach, Women's Softball, Harold Simmons
Address on File with Human Resources

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

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

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

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

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

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

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

University	**Coach**
Signature:_____	Signature:_____
Printed Name: Robert Wagner Idaho State University President	Printed Name: Harold Simmons Head Coach Women's Softball
Date:_____	Date:_____

Idaho State University

ATHLETICS MULTI-YEAR CONTRACT
~~[COACH NAME],~~ HAROLD SIMMONS, HEAD COACH - ~~[SPORT]~~WOMEN'S SOFTBALL

EMPLOYMENT AGREEMENT

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

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University shall employ Coach as the head coach of its ~~[INSERT SPORT/~~WOMEN'S SOFTBALL 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 the Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's President (President).

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to reassign Coach to duties at the University other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in Sections 3.2.1 through 3.2.47. shall cease.

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~[INSERT TERM OF~~FOUR (4) YEARS ~~3 OR LESS],~~and NINE (9) MONTHS, commencing on ~~[INSERT COMMENCEMENT DATE]~~August 30, 2026 and terminating, without further notice to Coach, on ~~[INSERT TERMINATION DATE]~~May 30, 2031 unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. This Agreement in no way grants to Coach a

claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

ARTICLE 3

3.1 Regular Compensation

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

a) An annual salary of $ ~~[INSERT SALARY AMOUNT IN USD]~~91,000 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and President;

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

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

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

3.2 Supplemental Compensation: The potential supplemental compensation described herein shall be available to Coach ~~only in years~~ if Coach continues to be employed as University's head softball coach as of the ensuing July 15th, unless otherwise specified, and when the following conditions are met in the preceding fiscal year: (1) ~~[INSERT CONDITIONS SUCH AS MINIMUM~~Maintain a multi-year APR ~~THRESHOLD]~~greater than 940 and (2) the Team operates within the assigned and agreed upon ~~[TEAM/SPORT]~~ budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year. Such supplemental compensation shall be paid to Coach in a timely manner following July 15th.

3.2.1. Coach shall receive the sum of $4,000 each year during the term of this Agreement in compensation for participation in media programs, fundraising and public appearances. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year the Team is the ~~[INSERT TRIGGER EVENT: BIG SKY CHAMP, COACH OF YEAR, ETC], and if Coach continues to be employed as University's Head [INSERT TEAM/SPORT] Coach as of the ensuing July 1st,~~ Regular Season Big Sky Conference Champion, ~~**3.2.1.**~~ the University shall pay to Coach supplemental compensation in an amount equal to ~~[INSERT AMOUNT IN WEEKS] of Coach's Annual Salary during the fiscal year in which the [TRIGGER EVENT] is achieved~~$4,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

~~**3.2.3**~~**3.2.3.** To reward excellent recruiting and player development, Coach shall receive supplemental compensation, up to a maximum of $15,000, in the amount of $1,000 for each player named to the Big Sky Conference First Team, $1,000 for a Big Sky Conference Player of the Year, and $1,000 (each) for a Big Sky Conference Newcomer of the Year, Big Sky Freshman of the Year, or Big Sky Pitcher of the Year. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4. Each year the Coach is named as the Big Sky Conference Coach of the Year, the University shall pay Coach supplemental compensation in an amount of $4,000. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5. Each year the Team participates in the NCAA Tournament, either as AQ or AL, the University shall pay Coach supplemental compensation in the amount of $4,000.

3.2.6. Each year the Team participates in the NCAA Tournament, the University shall pay Coach supplemental compensation, up to a maximum of $15,000, in the amount of $2,500 for each NCAA Tournament game win.

3.2.7. Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~$[INSERT USD AMOUNT]~~$4,000.00 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 President 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; ~~and~~ the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above.

~~[TEAM/SPORT]~~Team Multi-Year APR ~~Score~~:	Incentive Pay Up To:
970-979	$ ~~[USD AMOUNT]~~2,000

980-989	$ ~~[USD AMOUNT]~~2,500
990-999	$ ~~[USD AMOUNT]~~
~~1000~~	~~$ [USD AMOUNT]~~

3~~.2.4~~,000
1,000 $4,000

3.2.8. Each year the Team achieves 28 or more wins, the University shall pay Coach supplemental compensation in the amount of $4,000.

3.2.9. (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth ~~[TEAM/SPORT]~~softball 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 ~~[TEAM/SPORT]~~ softball 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 ~~[TEAM/SPORT]~~softball camps, the University shall pay Coach and Coach's designees according to the net proceeds generated by camps as supplemental compensation during each year of employment as head ~~[TEAM/SPORT]~~women's softball coach at the University. This amount shall be paid from camp accounts and a detailed accounting of all revenue and expenses provided to the Director.

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

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

benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

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

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

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

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

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

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

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

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

b) Prompt and accurate submission of compliance forms, certification forms, CARA forms, and all compliance related information prior to the arrival of a student athlete on the ISU Campus;

c) Thorough, honest, and forthcoming completion of compliance forms;

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

e) The routine requesting of rules interpretations.

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

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

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

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

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

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

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

ARTICLE 5

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

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

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

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA member institution;

d) Ten (10) working days' absence of Coach from duty without the Director's consent;

e) Any conduct of Coach that the University determines brings Coach into general public disrepute, contempt, scandal, or ridicule or that would, in the University's judgment, reflect adversely on the University or its athletic programs, including a violation by Coach of any law, except minor traffic offenses;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or

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

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

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

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

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

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

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

5.2 Termination of Coach for Convenience of University

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

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

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

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

5.3 Termination by Coach for Convenience

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, ~~the following sum: [INSERT SUM].~~an amount equal to 50% of the remaining balance which would be owed to Coach over the full term of the contract. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

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

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

5.4 Termination due to Disability or Death of Coach

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

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

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

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

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

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

ARTICLE 6

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

6.2 University Property. All personal property, material, and articles of information, including, without limitation, keys, credit cards, personnel records, recruiting records, team information, films, statistics or any other personal property, material, or data, furnished to Coach by the University or developed by Coach on behalf of the University or at the University's direction or for the University's use or otherwise in connection with Coach's employment hereunder are and shall remain the sole property of the University. Within twenty-four (24) hours of the expiration

of the term of this Agreement or its earlier termination as provided herein, Coach shall immediately cause any such personal property, materials, and articles of information in Coach's possession or control to be delivered to the Director.

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

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

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

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

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

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

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

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

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

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

Coach: ~~[INSERT COACH NAME AND CONTACT INFO]~~Head Coach, Women's Softball, Harold Simmons
Address on File with Human Resources

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

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

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

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

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

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

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

University	**Coach**
Signature:_____	Signature:_____
Printed Name: ~~[PRESIDENT NAME]~~ Robert Wagner	Printed Name: ~~[COACH NAME]~~ Harold Simmons
Idaho State University President	Head Coach ~~[SPORT/TEAM]~~Women's Softball

Date:_____ Date:_____

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

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

IDAHO STATE UNIVERSITY

SOFTBALL 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	974	938	1000	989	1000
National % Rank by Sport	***10-20***	*****	***1-10***	***10-20***	***20-30***

MULTI-YEAR APR (4-Year Rolling Average)					
ISU SOFTBALL	954	964	978	976	983

**** Not reported due to COVID-19 Impact***

Big Sky Conference Softball Head Coach Salary and Incentives Chart

Supporting Information for ISU Head Softball Coach (Harold Simmons) Contract

	INSTITUTION	BASE SALARY	INCENTIVES	TOTAL POSSIBLE COMPENSATION
1	Southern Utah	$ 86,369.00	$ 63,000.00	$ 149,369.00
2	Idaho State	$ 91,000.00	$ 54,000.00	$ 145,000.00
3	Utah Tech	$ 99,985.00	$ 24,500.00	$ 124,485.00
4	Northern Colorado	$ 81,159.00	$ 7,500.00	$ 88,659.00
5	Weber State	$ 85,505.00	$ 17,500.00	$ 103,005.00
6	Montana	$ 82,080.00	$ 30,500.00	$ 112,580.00
7	Portland State	$ 77,436.00	$ 11,500.00	$ 88,936.00

	INSTITUTION	BASE SALARY
1	Utah Tech	$ 99,985.00
2	Idaho State	$ 91,000.00
3	Southern Utah	$ 86,369.00
4	Weber State	$ 85,505.00
5	Montana	$ 82,080.00
6	Northern Colorado	$ 81,159.00
7	Portland State	$ 77,436.00

Big Sky Conference Softball Head Coach Salary and Incentives Chart
Supporting Information for ISU Head Softball Coach (Harold Simmons) Contract

INSTITUTION	LIQUIDATED DAMAGES CLAUSE?	STRUCTURE OF LIQUIDATED DAMAGES
Idaho State	Yes	If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, an amount equal to 50% of the remaining balance which would be owed to Coach over the full term of the contract.
Montana	Yes	$160,000
Northern Colorado	No	N/A
Portland State	No	N/A
Southern Utah	Yes	$25K to Autonomous Conference School/$12,500 to similar level school/$5,000 if leaving coaching profession.
Utah Tech	Yes	$25,000
Weber State	Not Available	Not Available

Head Football Coach Harold Simmons Maximum Compensation Calculation: FY 2026-2031

Contract Reference:		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	
3.1.1	Annual Salary	$ 91,000.00	$ 93,275.00	$ 95,606.88	$ 97,997.05	$ 100,446.97	*Assumes 2.5% CEC increase annually.
3.2.1	Bonus: Media Programs, Fundraising, and Public Appearances	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	
3.2.2	Bonus: Regular Season Conference Champion	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	
3.2.3	Bonus: Conference Individual Player Awards	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	
3.2.4	Bonus: Coach of the Year	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	
3.2.5	Bonus: NCAA Tournament Participation	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	
3.2.6	Bonus: NCAA Tournament Game Wins	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	
3.2.7	Bonus: Academic Achievement	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	
3.2.8	Bonus: Wins Achievement	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	$ 4,000.00	
	Total Maximum Annual Compensation Under Proposed Contract:	$ 145,000.00	$ 147,275.00	$ 149,606.88	$ 151,997.05	$ 154,446.97	

SUBJECT

University of Idaho – Head Basketball Coach Contract

BACKGROUND

University of Idaho (UI) is requesting the Board to approve a new five (5) year contract for Head Men's Basketball Coach, Alex Pribble. A copy of the proposed contract is attached as Attachment 2.

Coach Pribble's current five (5) year contract runs through April 30, 2028, and pays him $130,000 per year in base salary, up to $60,000 in media payments, and other supplemental compensation. The parties have renegotiated the contract's terms, resulting in the proposed contract.

If approved, the proposed contract would run through April 30, 2031, increase the Coach's base salary in 2026-27 by $10,000 and by $15,000 in each successive contract year. Supplemental compensation would also increase, with annual media payments increasing by at least $50,000 and payments for winning Conference Coach of the Year (COY) and National COY respectively increasing by $1,000 and $2,000. The proposed contract also modifies the structure of guaranteed compensation and liquidated damages, including converting media payments from a capped, discretionary amount to a guaranteed minimum, thereby increasing UI's fixed compensation obligations and potential termination exposure.

The main differences between the current and new contracts are in these sections:

- 2.1 – Extends the contract term from April 30, 2028, to April 30, 2031.
- 3.1.1 – Increases regular compensation/base salary of $130,000 to $140,000 in the first year, and by $15,000 in each successive year starting in contract year 2027-2028.
- 3.2 – Increases yearly Supplemental Compensation as follows:
    - 3.2.2 – Increases media payments from "up to $60,000 to "at least $110,000."
    - 3.2.4 – Increases Conference COY payment from $4,000 to $5,000, and National COY from $8,000 to $10,000.
- 5.2.2 – Due to the increases in Coach Pribble's compensation, and the addition of three years to the contract's term, the liquidated damages the University would owe for terminating the contract for convenience would also increase (as set forth below).
- 5.3.3 – If Coach terminates the agreement for convenience to accept another NCAA head coaching position, he owes liquidated damages based on a schedule (also set forth below).

Attachment 3 is a redline that shows how the proposed contract differs from the Board's model contract. Attachment 4 is a redline that shows how the proposed contract differs from Coach Pribble's current contract.

PROPOSAL

UI seeks Board approval of a coaching contract with a term of more than three (3) years and $350,000 or more in potential total annual compensation. This proposed contract would update and replace Coach Pribble's current contract.

IMPACT

Contract Term: May 11, 2026 - April 30, 2031.

Base salary: $140,000 per year.

Media payments: at least $110,000 per year.

Summary of supplemental compensation/incentives:

- Courtesy car or, if unavailable, a $6,500 per year automobile allowance.
- Academic achievement and behavior of team based on Academic Progress Rate from 950-984 = $2,000; 985 or more = $5,000.
- Conference COY = $5,000; National COY = $10,000.
- Regular season conference champions or co-champion = $5,000.
- Conference tournament champion = $5,000.
- NCAA tournament at-large bid = $5,000.
- NCAA tournament game wins
    - $5,000 for Play-in Round
    - Additional $7,500, First Round
    - Additional $10,000, Second Round
    - Additional $12,500, Regional Semis
    - Additional $15,000, Regional Final
    - Additional $17,500, Final Four
    - Additional $25,000, NCAA Championship.
- NCAA NIT tournament:
    - $3,000 for At-large Appearance
    - $3,000 for First Round win
    - Additional $3,000, Second Round win
    - Additional $3,000, Super 16 win
    - Additional $3,000, Great Eight win
    - Additional $3,000, Fab 4 win
    - Additional $10,000 NIT Champion.

Maximum Potential Annual Compensation (base salary + maximum incentive pay including media payment but not possible payment for camps): Approximately $377,500 in 2026-27, consisting of $140,000 base salary, $110,000 in media compensation, and up to $127,500 in performance-based incentives (including APR, Conference/National COY awards, conference and NCAA tournament qualification bonuses, and NCAA tournament success through a national championship). Base salary increases by $15,000 annually,

resulting in maximum potential compensation of approximately $392,500 (2027-28), $407,500 (2028-29), $422,500 (2029-30), and $437,500 (2030-31), assuming full incentive achievement.

These figures reflect theoretical maximums assuming full achievement of all performance incentives and are not intended to represent expected annual compensation. The calculations assume NCAA tournament participation (rather than NIT), as NCAA incentives produce greater total compensation. Additionally, the calculations assume all incentives are awarded, even where certain categories (such as NCAA at-large selection and conference tournament championship) may not typically overlap in practice.

Coach may participate in youth basketball camps as follows:

Remaining income from any university operated camp, less $500, after all claims, insurance, and expenses of camp have been paid, OR

If University elects not to operate a camp, Coach may do so within Board guidelines for such camps.

Liquidated damages and buyout provisions for men's basketball coaches at other public institutions in the Big Sky Conference:

- Eastern Washington University – EWU must pay 1 year of annual base salary ($180,960). If Coach leaves to coach elsewhere in NCAA or professionally, he owes tiered liquidated damages (Year 1 = $100,000; Years 2, 3, and 4 = $75,000; Year 5 = $50,000).
- Idaho State University – ISU must pay all remaining base salary ($126,386 per year) for the rest of the contract term, subject to mitigation. If Coach leaves, he owes a fixed buyout based on the timing of departure (Year 1 = $100,000; Year 2 = $75,000; Year 3 = $50,000; After Year 3 = $25,000).
- Montana State University – MSU and Coach must pay the lesser of (1) $500,000 in Years 1-3 / $250,000 in Year 4; OR (2) remaining prorated base salary ($197,002.23) plus defined benefits.
- Northern Arizona University – NAU must pay 50% of remaining base salary ($198,000) for the term, subject to mitigation. If coach leaves for another coaching position, coach owes tiered liquidated damages that decline by year (Year 1 = $40,000; Year 2 = $30,000; Year 3 = $20,000; Year 4 = $10,000). If coach leaves for non-coaching reasons, coach owes $25,000.
- Portland State University - PSU must pay a tiered severance equal to a fixed number of months of base salary at the annual rate in effect at termination: 36 months (through Year 4), 24 months (Year 5), and 12 months (Years 6-7). This equates to about $525,000 in Year 4, $370,000 in Year 5, $195,000 in Year 6, and $205,000 in Year 7. Payments are subject to mitigation (offset by subsequent earnings). If the coach had left for another NCAA head coaching position before June 30, 2024, he would have owed $30,000.
- University of Northern Colorado – UNC must pay all remaining base salary

(currently $185,251 per year) through the remainder of the contract term (paid through FY 2030), subject to mitigation. If coach leaves for another coaching job before June 30, 2029, coach must pay $100,000.

- University of Montana – UM and coach must pay the lesser of $250,000 or the remaining prorated base salary ($185,711). University payment is subject to mitigation.

Under the proposed contract, the University of Idaho and Coach would owe liquidated damages as follows:

- If the University terminates the contract for convenience, it must pay the remaining base salary and guaranteed media compensation (Sections 3.1.1(a) and 3.2.2) through the end of the contract term at the time of termination, subject to mitigation. If termination is in 2026-27, liquidated damages would cover five remaining years and be up to $2,037,500; if in 2027-28 when four years remain, up to $1,660,000; if in 2028-29 when three years remain, up to $1,267,500; if in 2029-30 when two years remain, up to $860,000; if in 2030-31 when one year remains, up to $437,500.
- If the Coach terminates the contract for convenience to accept another NCAA head coaching position, he must pay liquidated damages based on this schedule:
    - Start of contract – April 30, 2028: $250,000
    - May 1, 2028 – April 30, 2029: $150,000
    - May 1, 2029 – Last game of 2030-31 season: $100,000. Coach's buyout is fixed by the schedule in 5.3.3, as summarized above.

These liquidated damages provisions were the result of negotiations between the University and the Coach.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board Policy II.H.1. requires Board approval for athletic employment contracts with terms exceeding three (3) years or annual compensation exceeding $350,000. The proposed agreement meets both thresholds and is therefore appropriately before the Board for consideration.

Compared to Coach Pribble's current agreement, the proposed contract extends the term by three (3) years, increases guaranteed compensation through higher base salary and minimum media payments, and modifies the liquidated damages provisions applicable to both the University of Idaho (UI) and the Coach. As a result, UI's financial obligation in the event of a termination for convenience is materially greater than under the current agreement.

Board staff reviewed the proposed agreement and the accompanying comparison to the Board's model coaching contract. The contract reflects negotiated business terms between the UI and the Coach and includes deviations from the Board's model contract that are identified in the accompanying redline.

Board staff recommends approval.

ATTACHMENTS

Attachment 1 – Coach Contract Checklist
Attachment 2 – Pribble 2026 Contract – Clean
Attachment 3 – Comparison with Model Contract
Attachment 4 – Comparison with Current Contract
Attachment 5 – Four-Year History of Academic Progress Rate, & National APR
Attachment 6 – Big Sky Conference Base Salaries & Incentive Payments

BOARD ACTION

I move to approve the University of Idaho's request to approve the multi-year employment contract for the Men's Basketball Team Head Coach in substantial conformance with the form submitted to the Board as Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

APPLICABLE STATUTE, RULE, OR POLICY

Board Policy II.H.1. Coaches and Athletic Directors

REFERENCE

October 2023	Board approved University of Idaho request to enter five (5) year employment agreement with Alex Pribble, Head Coach for Men's Basketball.

IDAHO STATE BOARD OF EDUCATION

Athletic Director-Coach Contract Checklist

To be Submitted by Institutions with Employment Agreements Requiring Board Approval*

[* Board approval is required for contracts longer than three years or for any contracts with total annual compensation of $350,000 or higher. See Board Policy II.H.]

Institution: University of Idaho

Name of employee and position: Alex Pribble, Head Men's Basketball Coach

Date of submission to State Board Office:

Proposed effective date of employment agreement: The contract runs from May 11, 2026 – April 30, 2031. The contract becomes effective when both parties have signed it.

☒ The proposed contract has been reviewed to ensure compliance with Board Policy II.H.
☒ The proposed contract has been reviewed by institution general counsel

Supporting Documents (Check and attach all that apply): [All required items need to be provided either within the agenda item cover sheet, or as attachments to the agenda item.]

☒ A summary of all supplemental compensation incentives
☒ Quantification of the maximum potential annual compensation (i.e. base salary plus maximum incentive pay)
☒ Employment agreement—clean version
☒ Employment agreement—redline version comparing contract to Board-approved model contract (model contract is available on Board website http://boardofed.idaho.gov
☒ Employment agreement—redline version (for current coaches receiving new contracts) comparing proposed employment agreement to current agreement
☒ In the case of NCAA institutions, a 4-year history of the institution's Academic Progress Rate (APR) raw scores and national average APR scores for the applicable sport.
☒ A schedule of base salaries and incentive payments of all other same sport coaches in the institution's conference
☒ Documentation/description of how the institution determined the proposed liquidated damages amount(s), and a summary of publicly-available liquidated damages and buyout provisions for coaches of the same sport at the other public institutions in the conference.

Notes/Comments (provide explanation of any items/boxes which were not checked or other key points for Board consideration): n/a

Point of contact at Institution (phone number, email address): Garrett Haldeman, Associate Athletic Director, Business, 208-885-0247, garretth@uidaho.edu.

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between The University of Idaho (University), and Alex Pribble (Coach).

ARTICLE 1

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

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of approximately Five (5) years, commencing on May 11, 2026, and terminating, without further notice to Coach, on April 30, 2031, unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

3.1 Regular Compensation.

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

a) An annual salary of $140,000.00 per year, which amount shall increase by $15,000 in each successive contract year, starting with the 2027-28 contract year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Athletics Director and Chief Executive Officer

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

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

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

3.2 Supplemental Compensation.

3.2.1 The University shall provide Coach with a courtesy car. If a car is not available, the University shall instead provide Coach with an annual automobile allowance of $6,500.00 payable in biweekly installments in accordance with normal University procedures. Coach shall be responsible for acquiring, maintaining, registering and insuring the automobile.

3.2.2 Coach shall receive at least $110,000.00 per year from the University or the University's designated media outlet(s) or a combination thereof during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive this sum shall vest and be paid one-half on or near the first day of July, and one-half on or near the first day of January, provided Coach remains the head coach on each such payment date (or is terminated pursuant to Section 5.2 hereof). Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25, as well as compliance with the requirements of paragraph 4.8 (Media Obligations) below.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team Members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Athletics Director. If the Teams' annual Academic Progress Rate ("APR) is equal to or greater than 950 but is less than 985 and if Coach continues to be employed as the University's Head Men's Basketball Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA, Coach shall receive supplemental compensation of $2,000.00. This amount shall increase to $5,000.00 in any year the team's annual APR is equal to or greater than 985 and if Coach continues to be employed as the University's Head Men's Basketball Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach is named Conference Coach of the Year the University shall pay to Coach supplemental compensation of $5,000.00. Each year Coach is named National Coach of the Year the University shall pay to Coach supplemental compensation of $10,000.00. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 Each year the Team is the regular season conference champion or co-champion, and if Coach continues to be employed as University's Head Men’s Basketball Coach as of the final game of the Team’s season, including postseason competition, the University shall pay to Coach supplemental compensation in an amount equal to $5,000.00. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether Coach remains

employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Each year the Team is the conference tournament champion and also becomes eligible for the NCAA Regionals or NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition, the University shall pay to Coach supplemental compensation in an amount equal to $5,000.00 during the fiscal year in which the championship or NCAA tournament eligibility is achieved, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year the Team is selected as an NCAA Tournament At-Large bid and Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition, the University shall pay Coach supplemental compensation in an amount equal to $5,000.00. This amount shall be payable within thirty (30) days after completion of the season, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation

3.2.8 Post Season. For each appearance in the NCAA Tournament, coach shall receive supplemental compensation based on the following schedule if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition. All bonuses are stackable. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether Coach remains employed by University on the payment date, The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

Play-in Round	Win	$5,000
First Round	Win	$7,500
Second Round	Win	$10,000
Regional Semis	Win	$12,500
Regional Final	Win	$15,000
Final Four	Win	$17,500
NCAA Championship	Win	$25,000

3.2.9 Post Season. For each appearance in the NCAA NIT Tournament, Coach shall receive supplemental compensation based on the following schedule if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition. All bonuses are stackable. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether Coach remains

employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

NIT	At Large Appearance	$3,000
First Round	Win	$3,000
Second Round	Win	$3,000
Super 16	Win	$3,000
Great Eight	Win	$3,000
Fab 4	Win	$3,000
NIT Championship	Win	$10,000

3.2.10 Coach agrees that the University has the exclusive right to operate youth Men's Basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth Men's Basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth Men's Basketball camps, the University shall pay Coach the remaining income from the youth Men's Basketball camps less $500, after all claims, insurance, and expenses of such camps have been paid.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth Men's Basketball camps for a particular period of time during the term of this Agreement, then during such time period, Coach shall be permitted to operate youth Men's Basketball camps on the University's campus and using its facilities under the following terms and conditions:

a) The summer youth camp operation reflects positively on the University of Idaho and the Department;

b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Athletics Director;

c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;

d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;

e) The Coach or the private enterprise enters into a contract with University of Idaho and Chartwells for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of University of Idaho facilities; such rate to be set at the rate charges as if the camp were conducted by the University of Idaho.

g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Athletics Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Athletics Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible.

i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).

j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

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

3.3 Footwear, Apparel and/or Equipment. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for

photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as Head Men's Basketball Coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches,

any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Athletics Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's Faculty-Staff Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Men's Basketball conference of which the University is a member.

4.1.5. Fully cooperate in the NCAA infractions process, including the investigation and adjudication of a case. Full cooperation includes, but is not limited to:

a) Affirmatively reporting instances of noncompliance to the University and NCAA in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof;

b) Timely participation in interviews and providing complete and truthful responses;

c) Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;

d) Disclosing and providing access to all electronic devices used in any way for business purposes;

e) Providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and

f) Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

4.2 Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Athletics Director, who may consult with the Chief Executive Officer, enter into separate arrangements for outside activities and endorsements that are consistent with Coach's obligations under this Agreement. Coach may not use the University's name,

logos, or trademarks in connection with any such arrangements without the prior written approval of the Athletics Director and the Chief Executive Officer.

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

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

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

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

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

4.8 Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The

University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach in his capacity as an official representative of the University. For avoidance of doubt, all contracts relating to public appearances by Coach are subject to prior written approval of the Athletics Director, regardless of whether such appearances contemplate Coach appearing in his capacity as an official representative of the University or in his capacity as a private citizen. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Athletics Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Athletics Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

ARTICLE 5

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

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

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

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution. For purposes of this agreement, a level one or level two violation of NCAA rules as determined by the University and/or the NCAA constitutes a major violation of NCAA rules;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

g) The failure of Coach to fully cooperate, as defined in article 4.1.5 of this agreement, with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;

i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision; or

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

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

5.1.3 In the event of any termination for good or adequate cause, the University's obligation to provide compensation and benefits to Coach (other than compensation to which the Coach is contractually entitled before the termination date, but which is unpaid as of such date), whether direct, indirect, supplemental or collateral, shall

cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

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

5.2 Termination of Coach for Convenience of University.

5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving 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 any compensation to which Coach was contractually entitled before the termination date, but which was unpaid as of that date. Additionally, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a) (inclusive of the annual increases set forth therein through the conclusion of the term of this Agreement) and Section 3.2.2, excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends (as if it had not been terminated) or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced to an amount such that the gross compensation paid Coach as a result of such other employment when added to the gross amount paid Coach by the University under this section 5.2.2 does not exceed the gross salary set forth in Section 3.1.1(a) and Section 3.2.2 (before deductions required by law). In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained, to the extent in excess of the amounts required to be paid to Coach by this paragraph.

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

5.3 Termination by Coach for Convenience.

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

5.3.2 Coach may terminate this Agreement for convenience during its term by giving written notice 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 (other than the University's obligation to pay Coach compensation to which Coach was contractually entitled before the termination date, but which was unpaid as of such date). If Coach terminates this Agreement for convenience to accept any NCAA head coaching position, Coach shall pay to the University, as liquidated damages and not a penalty, one of the following amounts:

Date of Termination	Amount
Start of contract – April 30, 2028	$250,000
May 1, 2028 – April 30, 2029	$150,000
May 1, 2029 – Last game of '30-'31 season	$100,000

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

5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for

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

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law the right to receive all supplemental compensation and other payments (other than compensation to which Coach was contractually entitled before the termination date, but which was unpaid as of such date).

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

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

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

the University:	Director of Athletics University of Idaho 875 Perimeter Drive, MS 2302 Moscow, Idaho 83844-2302
with a copy to:	Office of the President University of Idaho 875 Perimeter Drive, MS 3151 Moscow, Idaho 83844-3151
Coach:	Alex Pribble 1324 Ridgeview Drive Moscow, ID 83843
With a copy to:	Scott Gaffield Athletes First 23091 Mill Creek Drive Laguna Hills, CA 92653 sgaffield@athletesfirst.net (scanned copy by email)

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

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

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

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

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

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

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

University	**Coach**
Signature:_____	Signature:_____
Printed Name: C. Scott Green	Printed Name: Alex Pribble
Chief Executive Officer	
Date: _____	Date: _____

~~(MODEL ATHLETICS MULTI-YEAR CONTRACT)~~
~~(template adopted by Idaho State Board of Education, _____, 2018)~~

~~EMPLOYMENT~~EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between ~~_____~~(The University ~~(College~~of Idaho (University), and ~~_____~~Alex Pribble (Coach).

ARTICLE 1

1.1. Employment. Subject to the terms and conditions of this Agreement, the University ~~(College)~~ shall employ Coach as the head coach of its intercollegiate ~~(Sport) team (~~Men's Basketball Team~~) (or Director of Athletics).~~ Coach ~~(Director)~~ represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the ~~University (College)'s~~University's athletic program as the Athletics Director may assign and as may be described elsewhere in this Agreement. The University ~~(College)~~ shall have the right, at any time, to reassign Coach to duties at the University ~~(College)~~ other than as head coach of the Team, provided that Coach's compensation and benefits shall not be affected by any such reassignment, except that the opportunity to earn supplemental compensation as provided in ~~Sections 3.2.1 through (depending on supplemental pay provisions used)~~Section 3.2 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of ~~(~~approximately Five (5) years, commencing on ~~_____~~May 11, 2026, and terminating, without further notice to Coach, on ~~_____~~April 30, 2031, unless sooner terminated in accordance with other provisions of this Agreement.

2.2. Extension or Renewal. This Agreement is renewable solely upon an offer from the University ~~(College)~~ and an acceptance by Coach, both of which must be in

writing and signed by the parties. Any renewal is subject to the prior approval in accordance with the policies of the Idaho State Board of ~~Education~~Board of Regents of the University of Idaho (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University ~~(College)~~..

ARTICLE 3

3.1 Regular Compensation.

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

a) An annual salary of ~~$_____~~$140,000.00 per year, which amount shall increase by $15,000 in each successive contract year, starting with the 2027-28 contract year, payable in biweekly installments in accordance with normal University ~~(College)~~ procedures, and such salary increases as may be determined appropriate by the Athletics Director and Chief Executive Officer ~~and approved by the Board;~~

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

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

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

3.2 Supplemental Compensation.

3.2.1 ~~Each year the Team is the conference champion or co-champion and also becomes eligible for a (bowl game pursuant to NCAA Division I guidelines or post-season tournament or post-season playoffs), and if Coach continues to be employed as University (College)'s head (Sport) coach as of the ensuing July 1st, the University (College)~~

~~shall pay to Coach supplemental compensation in an amount equal to (amount or computation) of Coach's Annual Salary during the fiscal year in which the championship and (bowl or other post-season) eligibility are achieved. The University (College)~~The University shall provide Coach with a courtesy car. If a car is not available, the University shall instead provide Coach with an annual automobile allowance of $6,500.00 payable in biweekly installments in accordance with normal University procedures. Coach shall be responsible for acquiring, maintaining, registering and insuring the automobile.

3.2.2 Coach shall receive at least $110,000.00 per year from the University or the University's designated media outlet(s) or a combination thereof during the term of this Agreement in compensation for participation in media programs and public appearances (Programs). Coach's right to receive this sum shall vest and be paid one-half on or near the first day of July, and one-half on or near the first day of January, provided Coach remains the head coach on each such payment date (or is terminated pursuant to Section 5.2 hereof). Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25, as well as compliance with the requirements of paragraph 4.8 (Media Obligations) below.

3.2.3 Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team Members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Athletics Director. If the Teams' annual Academic Progress Rate ("APR) is equal to or greater than 950 but is less than 985 and if Coach continues to be employed as the University's Head Men's Basketball Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA, Coach shall receive supplemental compensation of $2,000.00. This amount shall increase to $5,000.00 in any year the team's annual APR is equal to or greater than 985 and if Coach continues to be employed as the University's Head Men's Basketball Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

~~3.2.1.~~3.2.4 Each year Coach is named Conference Coach of the Year the University shall pay to Coach supplemental compensation of $5,000.00. Each year Coach is named National Coach of the Year the University shall pay to Coach supplemental compensation of $10,000.00. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether

Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.2~~

3.2.5 Each year the Team is ~~ranked in~~ the ~~top 25 in the (national rankings of sport's division),~~regular season conference champion or co-champion, and if Coach continues to be employed as ~~University (College)'s head (Sport) coach~~ University's Head Men's Basketball Coach as of the ~~ensuing July 1st~~final game of the Team's season, including postseason competition, the University ~~(College)~~ shall pay to Coach supplemental compensation in an amount equal to ~~(~~$5,000.00. This amount ~~or computation)~~shall be payable within thirty (30) days after completion of ~~Coach's Annual Salary in effect~~ the season, including postseason competition, regardless of whether Coach remains employed by University on the payment date ~~of the final poll.~~. The University ~~(College)~~ 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 (amount or computation) based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University (College) as academically at-risk students; the conduct of Team members on the University (College) campus, at authorized University (College) activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.~~

~~3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to (amount or computation) based on the overall development of the intercollegiate (men's/women's) (Sport) program; ticket sales; fundraising; outreach by Coach to various constituency groups, including University (College) students, staff, faculty, alumni and boosters; and any other factors the Chief Executive Officer wishes to consider. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director.~~

~~3.2.5 Coach shall receive the sum of (amount or computation) from the University (College) or the University (College)'s designated media outlet(s) or a combination thereof each year during the term of this Agreement in compensation for~~

~~participation in media programs and public appearances (Programs). Coach's right to receive such a payment shall vest on the date of the Team's last regular season or post-season competition, whichever occurs later. This sum shall be paid (terms or conditions of payment).~~

3.2.6 ~~3.2.6 **(SUMMER CAMP—OPERATED BY UNIVERSITY (COLLEGE))** Coach~~ Each year the Team is the conference tournament champion and also becomes eligible for the NCAA Regionals or NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition, the University shall pay to Coach supplemental compensation in an amount equal to $5,000.00 during the fiscal year in which the championship or NCAA tournament eligibility is achieved, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year the Team is selected as an NCAA Tournament At-Large bid and Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition, the University shall pay Coach supplemental compensation in an amount equal to $5,000.00. This amount shall be payable within thirty (30) days after completion of the season, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation

3.2.8 Post Season. For each appearance in the NCAA Tournament, coach shall receive supplemental compensation based on the following schedule if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition. All bonuses are stackable. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether Coach remains employed by University on the payment date, The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

Play-in Round	Win	$5,000
First Round	Win	$7,500
Second Round	Win	$10,000
Regional Semis	Win	$12,500
Regional Final	Win	$15,000
Final Four	Win	$17,500
NCAA Championship	Win	$25,000

3.2.9 Post Season. For each appearance in the NCAA NIT Tournament, Coach shall receive supplemental compensation based on the following schedule if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition. All bonuses are

stackable. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

NIT	At Large Appearance	$3,000
First Round	Win	$3,000
Second Round	Win	$3,000
Super 16	Win	$3,000
Great Eight	Win	$3,000
Fab 4	Win	$3,000
NIT Championship	Win	$10,000

3.2.10 Coach agrees that the University ~~(College)~~ has the exclusive right to operate youth ~~(Sport)~~Men's Basketball camps on its campus using University ~~(College)~~ facilities. The University ~~(College)~~ shall allow Coach the opportunity to earn supplemental compensation by assisting with the ~~University (College)'s~~University's camps in Coach's capacity as a University ~~(College)~~ employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the ~~University (College)'s (Sport)~~University's youth Men's Basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the ~~University (College)'s summer (Sport)~~University's youth Men's Basketball camps, the University ~~(College)~~ shall pay Coach ~~(amount) per year as supplemental compensation during each year~~the remaining income from the youth Men's Basketball camps less $500, after all claims, insurance, and expenses of ~~employment as head (Sport) coach at the University (College). This amount shall be~~such camps have been paid ~~(terms of payment).~~.

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

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth Men's Basketball camps for a particular period of time during the term of this Agreement, then during such time period, Coach shall be permitted to operate youth Men's Basketball camps on the University's campus and using its facilities under the following terms and conditions:

a) The summer youth camp operation reflects positively on the University ~~(College)~~of Idaho and the Department;

b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University ~~(College)~~of Idaho personnel, equipment, or facilities without the prior written approval of the Athletics Director;

c) Assistant coaches at the University ~~(College)~~of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;

d) The Coach complies with all NCAA ~~(NAIA),~~ Conference, and University ~~(College)~~of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;

e) The Coach or the private enterprise enters into a contract with University ~~(College)~~of Idaho and ~~(campus concessionaire)~~Chartwells for all campus goods and services required by the camp.

f) The Coach or private enterprise pays for use of University ~~(College)~~of Idaho facilities ~~including the _____~~.; such rate to be set at the rate charges as if the camp were conducted by the University of Idaho.

g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Athletics Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Athletics Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as ~~Exhibit A~~an exhibit.

h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible~~;~~.

i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the ~~State of Idaho, the~~ University ~~(College) and the Board~~of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s~~)~~).

j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University ~~(College)~~of Idaho while engaged in camp activities. The Coach and all other University ~~(College)~~of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation

insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

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

3.~~2.7~~ 3 Footwear, Apparel and/or Equipment. Coach agrees that the University ~~(College)~~ has the exclusive right to select footwear, apparel and/or equipment for the use of its student- athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University ~~(College).~~. Coach recognizes that the University ~~(College)~~ is negotiating or has entered into an agreement with ~~(Company Name)~~Nike to supply the University ~~(College)~~ with athletic footwear, apparel and/or equipment. Coach agrees that, upon the ~~University (College)'s~~University's reasonable request, Coach will consult with appropriate parties concerning ~~an (Company Name)~~ a Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by ~~(Company Name),~~ Nike, or give a lecture at an event sponsored in whole or in part by ~~(Company Name),~~Nike, or make other educationally related appearances as may be reasonably requested by the University~~ (College).~~. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder ~~Coach's~~his duties and obligations as ~~head (Sport) coach.~~Head Men's Basketball Coach. In order to avoid entering into an agreement with a competitor of ~~(Company Name),~~Nike, Coach shall submit all outside consulting agreements to the University ~~(College)~~ for review and approval prior to execution. Coach shall also report such outside income to the University ~~(College)~~ in accordance with NCAA ~~(or NAIA)~~ rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including ~~(Company Name),~~Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

3.~~3~~4 General Conditions of Compensation. All compensation provided by the University~~ (College)~~ to Coach is subject to deductions and withholdings as required by law or the terms and conditions of any fringe benefit in which Coach participates. However, if any fringe benefit is based in whole or in part upon the compensation provided by the University ~~(College)~~ to Coach, such fringe benefit shall be based only on the compensation provided pursuant to Section 3.1.1, except to the extent required by the terms and conditions of a specific fringe benefit program.

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University ~~(College),~~ the Board, the conference, and the NCAA ~~(or NAIA);~~; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Athletics Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the ~~University (College)'s~~ University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University ~~(College)~~ and Department at all times. ~~The names or titles of employees whom Coach supervises are attached as Exhibit B.~~ The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) ~~University (College)'s (~~University's Faculty-Staff~~)~~ Handbook; (c) ~~University (College)'s~~University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA ~~(or NAIA)~~ rules and regulations; and (f) the rules and regulations of the ~~(Sport)~~Men's Basketball conference of which the University ~~(College)~~ is a member.

4.1.5. Fully cooperate in the NCAA infractions process, including the investigation and adjudication of a case. Full cooperation includes, but is not limited to:

a) Affirmatively reporting instances of noncompliance to the University and NCAA in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof;

b) Timely participation in interviews and providing complete and truthful responses;

c) Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;

d) Disclosing and providing access to all electronic devices used in any way for business purposes;

e) Providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and

f) Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

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

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

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

Athletics Director and shall, when necessary or appropriate, be subject to the approval of Chief Executive Officer and the Board.

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

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

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

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

ARTICLE 5

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

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

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

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University ~~(College);~~;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University ~~(College),~~, the Board, the conference or the NCAA ~~(NAIA),~~, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution. For purposes of this agreement, a level one or level two violation of NCAA rules as determined by the University and/or the NCAA constitutes a major violation of NCAA rules;

d) Ten (10) working days' absence of Coach from duty without the ~~University (College)'s~~University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the ~~University (College)'s~~University's judgment, reflect adversely on the University ~~(College)~~ or its athletic programs;

f) The failure of Coach to represent the University ~~(College)~~ and its athletic programs positively in public and private forums;

g) The failure of Coach to fully ~~and promptly~~ cooperate, as defined in article 4.1.5 of this agreement, with the NCAA ~~(NAIA)~~ or the University ~~(College)~~ in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University ~~(College),~~, the Board, the conference, or the NCAA ~~(NAIA);~~;

h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University ~~(College),~~ the Board, the conference, or the NCAA ~~(NAIA),~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; ~~or~~

i) A violation of any applicable law or the policies, rules or regulations of the University ~~(College),~~ the Board, the conference, or the NCAA ~~(NAIA),~~ by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision~~.~~; or

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

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

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

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

5.2 Termination of Coach for Convenience of University ~~(College).~~

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

5.2.2

In the event that University ~~(College)~~ terminates this Agreement for its own convenience, University ~~(College)~~shall be obligated to pay Coach any compensation to which Coach was contractually entitled before the termination date, but which was unpaid as of that date. Additionally, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a~~),~~) (inclusive of the annual increases set forth therein through the conclusion of the term of this Agreement) and Section 3.2.2, excluding all deductions required by law, on the regular paydays of University ~~(College)~~ until the term of this Agreement ends (as if it had not been terminated) or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced ~~by the~~to an amount ~~of~~ such that the gross compensation paid Coach as a result of such other employment~~, such adjusted compensation to be calculated for each~~ when added to the gross amount paid Coach by the University ~~pay-period by reducing~~under this section 5.2.2 does not exceed the gross salary set forth in Section 3.1.1(a) and Section 3.2.2 (before deductions required by law~~) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law.~~). In addition, Coach will be entitled to continue with the University ~~(College)~~ health insurance plan and group life insurance as if Coach remained a University ~~(College)~~ employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University ~~(College)~~ after the date other employment is obtained, to the extent in excess of the amounts required to be paid to Coach by this paragraph.

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University ~~(College)~~ shall cease as of the effective date of the termination~~.~~ (other than the University's obligation to pay Coach compensation to which Coach was contractually entitled before the termination date, but which was unpaid as of such date). If Coach terminates this Agreement for convenience to accept any NCAA head coaching position, Coach shall pay to the University ~~(College),~~, as liquidated damages and not a penalty, one of the following ~~sum: _____~~ amounts:

Date of Termination	Amount
Start of contract – April 30, 2028	$250,000
May 1, 2028 – April 30, 2029	$150,000
May 1, 2029 – Last game of '30-'31 season	$100,000

The liquidated damages shall be due and payable within ~~twenty (20~~sixty (60) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate eight (8) percent per annum until paid.

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

5.3.5 Except as provided elsewhere in this Agreement, if Coach terminates this Agreement for convenience, Coach shall forfeit to the extent permitted by law the right to receive all supplemental compensation and other payments. (other than compensation to which Coach was contractually entitled before the termination date, but which was unpaid as of such date).

5.4 Termination due to Disability or Death of Coach.

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

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

5.4.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University (College)'sUniversity'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 Coachhe is entitled by virtue of employment with the University (College).

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

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

5.7 Waiver of Rights. Because Coach is receiving a multi-year contract and the opportunity to receive supplemental compensation and because such contracts and opportunities are not customarily afforded to University (College) employees, if the University (College) suspends or reassigns Coach, or terminates this Agreement for good or adequate cause or for convenience, Coach shall have all the rights provided for in this Agreement but hereby releases the University (College) from compliance with the notice,

appeal, and similar employment- related rights provided for in Board policy, IDAPA 08.01.01-.et seq., -and the University ~~(College)~~ (Faculty-Staff) Handbook.

ARTICLE 6

6.1 Board Approval This Agreement shall not be effective unless ~~approved by the Board and~~ executed by both parties as set forth below. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the ~~Board, the~~ Chief Executive Officer, and the Athletics Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and ~~University (College)'s~~University's rules regarding financial exigency.

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

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

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

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

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

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

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

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

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

the University ~~(College):~~ Director of Athletics
University of Idaho
875 Perimeter Drive, MS 2302
Moscow, Idaho 83844-2302

with a copy to: ~~Chief Executive Officer~~Office of the President
University of Idaho
875 Perimeter Drive, MS 3151
Moscow, Idaho 83844-3151

Coach: Alex Pribble
~~Last known address on file with~~
~~University (College)'s Human Resource Services~~
1324 Ridgeview Drive
Moscow, ID 83843

With a copy to: Scott Gaffield
Athletes First
23091 Mill Creek Drive
Laguna Hills, CA 92653
sgaffield@athletesfirst.net (scanned copy by email)

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

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

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

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

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

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

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

University ~~(College)~~	**Coach**
Signature:_____	Signature:_____
Printed Name~~:~~_____: C. Scott Green	Printed Name~~:~~_____: Alex Pribble
Chief Executive Officer	
Date~~:~~_____:	~~Date:~~_____Date:

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

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

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between The University of Idaho (University), and Alex Pribble (Coach).

ARTICLE 1

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

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

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

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of approximately Five (5) years, commencing on ~~March 20, 2023~~May 11, 2026, and terminating, without further notice to Coach, on April 30, ~~2028~~2031, unless sooner terminated in accordance with other provisions of this Agreement.

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

ARTICLE 3

~~3.1~~ 3.1 Regular Compensation.

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

~~a)~~ a) An annual salary of $~~130~~140,000.00 per year, which amount shall increase by $15,000 in each successive contract year, starting with the 2027-28 contract year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Athletics Director and Chief Executive Officer~~;~~

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

~~c)~~ 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 that is applied consistently to all University head coaches, the actual salary paid to Coach may be less than the salary stated in Section 3.1.1(a) above.

3.2 Supplemental Compensation.

3.2.1 The University shall provide Coach with a courtesy car. If a car is not ~~3.2.1~~ available, the University shall instead provide Coach with an annual automobile allowance of $6,500.00 payable in biweekly installments in accordance with normal University procedures. Coach shall be responsible for acquiring, maintaining, registering and insuring the automobile.

~~3.2.2~~ Coach shall receive ~~up to $60~~at least $110,000.00 per year from the University or the University's designated media outlet(s) or a combination thereof during the term of this Agreement in compensation for participation in media programs and public

3.2.2 appearances (Programs). Coach's right to receive this sum shall vest and be paid one-half on or near the first day of July, and one-half on or near the first day of January, provided Coach remains the head coach on each such payment date (or is terminated pursuant to Section 5.2 hereof). Coach's right to receive any such media payment under this Paragraph is expressly contingent on Coach's compliance with University's financial stewardship policies as set forth in University's Administrative Procedures Manual Chapter 25, as well as compliance with the requirements of paragraph 4.8 (Media Obligations) below.

~~3.2.3~~ Each year Coach shall be eligible to receive supplemental compensation based on the academic achievement and behavior of Team Members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the President in consultation with the Athletics Director. If the Teams' annual Academic Progress Rate ("APR) is equal to or greater than 950 but is less than 985 and if Coach continues to be employed as the University's Head Men's Basketball Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA, Coach shall receive supplemental compensation of

3.2.3 $2,000.00. This amount shall increase to $5,000.00 in any year the team's annual APR is equal to or greater than 985 and if Coach continues to be employed as the University's Head Men's Basketball Coach at the time the Academic Progress Rate Institutional Report is released by the NCAA. Any such supplemental compensation paid to Coach shall be accompanied with a justification for the supplemental compensation based on the factors listed above, and such justification shall be separately reported to the Board of Regents as a document available to the public under the Idaho Public Records Act.

3.2.4 Each year Coach is named Conference Coach of the Year the University shall pay to Coach supplemental compensation of $~~4~~5,000.00. Each year Coach is named National Coach of the Year the University shall pay to Coach supplemental compensation of $~~8~~10,000.00. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 Each year the Team is the regular season conference champion or co-champion, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition, the University shall pay to Coach supplemental compensation in an amount equal to $5,000.00. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6 Each year the Team is the conference tournament champion and also becomes eligible for the NCAA Regionals or NCAA tournament pursuant to NCAA Division I guidelines, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition, the University shall pay to Coach supplemental compensation in an amount equal to $5,000.00 during the fiscal year in which the championship or NCAA tournament eligibility is achieved, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.7 Each year the Team is selected as an NCAA Tournament At-Large bid and Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition, the University shall pay Coach supplemental compensation in an amount equal to $5,000.00. This amount shall be payable within thirty (30) days after completion of the season, regardless of whether Coach remains employed by University on the payment date. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation

3.2.8 Post Season. For each appearance in the NCAA Tournament, coach shall receive supplemental compensation based on the following schedule if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition. All bonuses are stackable. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether Coach remains employed by University on the payment date, The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation:

Play-in Round	Win	$5,000
First Round	Win	$7,500
Second Round	Win	$10,000
Regional Semis	Win	$12,500
Regional Final	Win	$15,000
Final Four	Win	$17,500
NCAA Championship	Win	$25,000

3.2.9 Post Season. For each appearance in the NCAA NIT Tournament,

~~3.2.9~~ Coach shall receive supplemental compensation based on the following schedule if Coach continues to be employed as University's Head Men's Basketball Coach as of the final game of the Team's season, including postseason competition. All bonuses are stackable. This amount shall be payable within thirty (30) days after completion of the season, including postseason competition, regardless of whether Coach remains employed by University on the payment date. The University shall determine the

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appropriate manner in which it shall pay Coach any such supplemental compensation:

NIT	At Large Appearance	$3,000
First Round	Win	$3,000
Second Round	Win	$3,000
Super 16	Win	$3,000
Great Eight	Win	$3,000
Fab 4	Win	$3,000
NIT Championship	Win	$10,000

3.2.10 Coach agrees that the University has the exclusive right to operate youth Men's Basketball camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's youth Men's Basketball camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's youth Men's Basketball camps, the University shall pay Coach the remaining income from the youth Men's Basketball camps less $500, after all claims, insurance, and expenses of such camps have been paid.

Alternatively, in the event the University notifies Coach, in writing that it does not intend to operate youth Men's Basketball camps for a particular period of time during the term of this Agreement, then during such time period, Coach shall be permitted to operate youth Men's Basketball camps on the University's campus and using its facilities under the following terms and conditions:

~~a)~~ a) The summer youth camp operation reflects positively on the University of Idaho and the Department;

~~b)~~ b) The summer youth camp is operated by Coach directly or through a private enterprise owned and managed by Coach. The Coach shall not use University of Idaho personnel, equipment, or facilities without the prior written approval of the Athletics Director;

~~c)~~ c) Assistant coaches at the University of Idaho are given priority when the Coach or the private enterprise selects coaches to participate;

~~d)~~ d) The Coach complies with all NCAA, Conference, and University of Idaho rules and regulations related, directly or indirectly, to the operation of summer youth camps;

~~e)~~ e) The Coach or the private enterprise enters into a contract with University of Idaho and Chartwells for all campus goods and services required by the camp.

~~f)~~ f) The Coach or private enterprise pays for use of University of Idaho facilities; such rate to be set at the rate charges as if the camp were conducted by the University of Idaho.

~~g)~~ g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the Athletics Director a preliminary "Camp Summary Sheet" containing financial and other information related to the operation of the camp. Within ninety days of the last day of the summer youth camp(s), Coach shall submit to Athletics Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as an exhibit.

~~h)~~ h) The Coach or the private enterprise shall provide proof of liability insurance as follows: (1) liability coverage: spectator and staff--$1 million; (2) catastrophic coverage: camper and staff--$1 million maximum coverage with $100 deductible.

~~i)~~ i) To the extent permitted by law, the Coach or the private enterprise shall defend and indemnify the University of Idaho against any claims, damages, or liabilities arising out of the operation of the summer youth camp(s).

~~j)~~ j) All employees of the summer youth camp(s) shall be employees of the Coach or the private enterprise and not the University of Idaho while engaged in camp activities. The Coach and all other University of Idaho employees involved in the operation of the camp(s) shall be on annual leave status or leave without pay during the days the camp is in operation. The Coach or private enterprise shall provide workers' compensation insurance in accordance with Idaho law and comply in all respects with all federal and state wage and hour laws.

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

~~3.3~~ 3.3 Footwear, Apparel and/or Equipment. Coach agrees that the University has the exclusive right to select footwear, apparel and/or equipment for the use of its student athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for

photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Nike to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning a Nike product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Nike, or give a lecture at an event sponsored in whole or in part by Nike, or make other educationally related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder his duties and obligations as Head Men's Basketball Coach. In order to avoid entering into an agreement with a competitor of Nike, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Nike, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

~~4.1.4.~~ Know, recognize, and comply with all applicable laws, and with the policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches,

4.1.4. any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Athletics Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include: (a) Board policies; (b) University's Faculty-Staff Handbook; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (e) NCAA rules and regulations; and (f) the rules and regulations of the Men's Basketball conference of which the University is a member.

4.1.5. Fully cooperate in the NCAA infractions process, including the investigation and adjudication of a case. Full cooperation includes, but is not limited to:

~~a)~~ a) Affirmatively reporting instances of noncompliance to the University and NCAA in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof;

~~b)~~ b) Timely participation in interviews and providing complete and truthful responses;

~~c)~~ c) Making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested;

~~d)~~ d) Disclosing and providing access to all electronic devices used in any way for business purposes;

~~e)~~ e) Providing access to all social media, messaging and other applications that are or may be relevant to the investigation; and

~~f)~~ f) Preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

~~4.2~~ Outside Activities. Coach shall not undertake any business, professional or personal activities, or pursuits that would prevent Coach from devoting Coach's full time and best efforts to the performance of Coach's duties under this Agreement, that would otherwise detract from those duties in any manner, or that, in the opinion of the University, would reflect adversely upon the University or its athletic program. Subject to the terms and conditions of this Agreement, Coach may, with the prior written approval of the Athletics Director, who may consult with the Chief Executive Officer, enter into separate arrangements for outside activities and endorsements that are consistent with Coach's obligations under this Agreement. Coach may not use the University's name,

4.2 logos, or trademarks in connection with any such arrangements without the prior written approval of the Athletics Director and the Chief Executive Officer.

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

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

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

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

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

~~4.8~~ 4.8 Media Obligations. Coach must fully participate in media programs and public appearances (Programs) through the date of the Team's last regular season or post season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The

University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach in his capacity as an official representative of the University. For avoidance of doubt, all contracts relating to public appearances by Coach are subject to prior written approval of the Athletics Director, regardless of whether such appearances contemplate Coach appearing in his capacity as an official representative of the University or in his capacity as a private citizen. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Athletics Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Athletics Director, Coach shall not appear in any commercial endorsements which are broadcast on radio or television that conflict with those broadcast on the University's designated media outlets.

ARTICLE 5

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

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

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

b) The failure of Coach to remedy any violation of any of the terms of this Agreement within 30 days after written notice from the University;

c) A deliberate or major violation by Coach of any applicable law or the policies, rules or regulations of the University, the Board, the conference or the NCAA, including but not limited to any such violation which may have occurred during the employment of Coach at another NCAA or NAIA member institution. For purposes of this agreement, a level one or level two violation of NCAA rules as determined by the University and/or the NCAA constitutes a major violation of NCAA rules;

d) Ten (10) working days' absence of Coach from duty without the University's consent;

e) Any conduct of Coach that constitutes moral turpitude or that would, in the University's judgment, reflect adversely on the University or its athletic programs;

f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

~~g)~~ g) The failure of Coach to fully cooperate, as defined in article 4.1.5 of this agreement, with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;

~~h)~~ h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team;

~~i)~~ i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or should have known of the violation and could have prevented it by ordinary supervision; or

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

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

~~5.1.3~~ 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 (other than compensation to which the Coach is contractually entitled before the termination date, but which is unpaid as of such date), whether direct, indirect, supplemental or collateral, shall

cease as of the date of such termination, and the University shall not be liable for the loss of any collateral business opportunities or other benefits, perquisites, or income resulting from outside activities or from any other sources.

~~5.1.4~~ 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~~ 5.2 Termination of Coach for Convenience of University.

~~5.2.1~~ 5.2.1 At any time after commencement of this Agreement, University, for its own convenience, may terminate this Agreement by giving written notice to Coach.

5.2.2

~~5.2.2~~ In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach any compensation to which Coach was contractually entitled before the termination date, but which was unpaid as of that date. Additionally, University shall be obligated to pay Coach, as liquidated damages and not a penalty, the salary set forth in Section 3.1.1(a) ~~and~~(inclusive of the ~~supplemental compensation~~annual increases set forth ~~in~~therein through the conclusion of the term of this Agreement) and Section 3.2.2, excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends (as if it had not been terminated) or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced to an amount such that the gross compensation paid Coach as a result of such other employment when added to the gross amount paid Coach by the University under this section 5.2.2 does not exceed the gross salary set forth in Section 3.1.1(a) and ~~supplemental compensation set forth in~~ Section 3.2.2 (before deductions required by law). In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end. Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained, to the extent in excess of the amounts required to be paid to Coach by this paragraph.

~~5.2.3~~ 5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained

for and

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

~~5.3~~ 5.3 Termination by Coach for Convenience.

~~5.3.1~~ 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~~ 5.3.2 Coach may terminate this Agreement for convenience during its term by giving written notice to the University.

~~5.3.3~~ 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 (other than the University's obligation to pay Coach compensation to which Coach was contractually entitled before the termination date, but which was unpaid as of such date). If Coach terminates this Agreement for convenience to accept any NCAA head coaching position, Coach shall pay to the University, as liquidated damages and not a penalty, one of the following amounts:

Date of Termination	Amount
~~May 1, 2023~~Start of contract – April 30, ~~2024~~2028	$~~500~~250,000
~~May 1, 2024 – April 30, 2025~~	~~$300,000~~
May 1, ~~2025~~2028 – April 30, ~~2026~~2029	$150,000
~~May 1, 2026 – April 30, 2027~~	~~$75,000~~
May 1, ~~2027~~2029 – Last game of ~~'27-'28 Season~~'30-'31 season	$~~25~~100,000

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

~~5.3.4~~ 5.3.4 The parties have both been represented by legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that the University will incur administrative and recruiting costs in obtaining a replacement for Coach, in addition to potentially increased compensation costs if Coach terminates this Agreement for convenience, which damages are extremely difficult to determine with certainty. The

parties further agree that the payment of such liquidated damages by Coach and the acceptance thereof by University shall constitute adequate and reasonable compensation to University for the damages and injury suffered by it because of such termination by Coach. The liquidated damages are not, and shall not be construed to be, a penalty. This Section 5.3.4 shall not apply if Coach terminates this Agreement because of a material breach by the University.

~~5.3.5~~ 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 (other than compensation to which Coach was contractually entitled before the termination date, but which was unpaid as of such date).

~~5.4~~ 5.4 Termination due to Disability or Death of Coach.

~~5.4.1~~ 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~~ 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~~ 5.4.3 If this Agreement is terminated because Coach becomes totally or permanently disabled as defined by the University's disability insurance carrier, or becomes unable to perform the essential functions of the position of head coach, all salary and other benefits shall terminate, except that Coach shall be entitled to receive any compensation due or unpaid and any disability related benefits to which he is entitled by virtue of employment with the University.

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

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

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

ARTICLE 6

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

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

~~6.3~~ 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~~ 6.4 Waiver. No waiver of any default in the performance of this Agreement shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

~~6.5~~ 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~~ 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~~ 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~~ 6.8 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

~~6.9~~ 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~~ 6.10 Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

the University: Director of Athletics
University of Idaho
875 Perimeter Drive, MS 2302
Moscow, Idaho 83844-2302

with a copy to: Office of the President
University of Idaho
875 Perimeter Drive, MS 3151
Moscow, Idaho 83844-3151

Coach: Alex Pribble
1324 Ridgeview Drive
Moscow, ID 83843

With a copy to: Scott Gaffield
Athletes First
23091 Mill Creek Drive
Laguna Hills, CA 92653
sgaffield@athletesfirst.net (scanned copy by email)

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

~~6.11~~ 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~~ 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~~ 6.13 Non-Use of Names and Trademarks. Coach shall not, without the University's prior written consent in each case, use any name, trade name, trademark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of official University duties.

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

~~6.15~~ 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~~ 6.16 Opportunity to Consult with Attorney. Coach acknowledges that Coach has had the opportunity to consult and review this Agreement with an attorney. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party.

University	**Coach**
Signature~~:~~: _____	Signature~~:~~: _____
Printed Name: C. Scott Green	Printed Name: Alex Pribble
Chief Executive Officer	
Date: _____	Date: _____

Four-Year History of University's Academic Progress Rate (APR)
& National Average APR Scores for Men's Basketball

Four-Year History of University's APR

Year	APR for Year	Four-Year History APR
2024-25	960	963
2023-24	980	
2022-23	958	
2021-22	955	

National Average APR = 979

Base Salary & Incentives for Big Sky MBB Coaches

School	Base	Supplemental	Total
Portland State	$195,000.00	$ 42,500.00	$237,500.00
Montana State	$197,002.00	$425,000.00	$622,002.00
Idaho State	$126,386.00	$129,000.00	$255,386.00
Eastern Washington	$180,960.00	$ 56,000.00	$236,960.00
Northern Colorado	$185,251.00	$ 80,000.00	$265,251.00
Montana	$185,711.00	$425,000.00	$610,711.00
Northern Arizona	$198,000.00	$ 53,500.00	$251,500.00
Weber State	$240,000.00	$ 30,000.00	$270,000.00
Idaho	**$140,000.00**	**$239,000.00**	**$379,000.00**

SUBJECT

Board Policy III.N., Statewide General Education – Second Reading

BACKGROUND

Board Policy III.N. General Education outlines the statewide General Education Framework, which provides guidance to Idaho's public institutions in identifying courses that meet the General Education Matriculation (GEM) competencies for the facilitation of seamless credit transfer for students. It also provides initial guidance for the establishment of the General Education Committee. This Committee has an important role in shaping the continued consistency of these courses across our institutions as well as in providing leadership for innovation in this curricular space.

PROPOSAL

The proposed amendments update Subject Matter representation and align stylistic choices with other Board policies.

IMPACT

Approval of the proposed amendments will support the Committee in its intended purpose by updating and increasing subject matter representation to better address stakeholder interests and the shifting landscape of higher education.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Amendments follow 2025 Committee summit votes narrowing digital learning representation to faculty professional development and adding an ad-hoc representative, with artificial intelligence as this term's focus.

No comments have been received or changes made between first and second reading. Staff recommends approval.

ATTACHMENTS

Attachment 1 – Board Policy III.N. Statewide General Education – Second Reading
Attachment 2 – General Education Committee Bylaws

BOARD ACTION

I move to approve the second reading of proposed amendments to Board Policy III.N., Statewide General Education, as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.N. and III.V.
Idaho Code § 33-3729

REFERENCE

October 2020	The Board approved the first reading of proposed amendments to Board Policy III.N. designating the Executive Director or designee as chair of the GEM Committee.
December 2020	The Board approved the second reading of proposed amendments to Board Policy III.N.
August 2021	The Board approved the first reading of proposed amendments to Board Policy III.N. expanding membership of the GEM Committee to representatives from digital learning, dual credit, and open education. This included amendments to GEM competency areas.
October 2021	The Board approved the second reading of proposed amendments to Board Policy III.N.
December 2022	The Board approved the first reading of proposed amendments to Board Policy III.N that changed the GEM Oral Communication requirement from a minimum of 2 to a minimum of 3 credits and the institutionally-designated credits from a minimum of 6 to a minimum of 5.
February 2023	The Board approved the second reading of proposed amendments to Board Policy III.N.
August 2023	The Board approved the first reading of proposed amendments to Board Policy III.N. to allow institutions to propose specialized baccalaureate degree programs that require fewer than 36 general education credits in rare instances.
October 2023	The Board approved the second reading of proposed amendments to Board Policy III.N.
February 2024	The Board approved the first reading of proposed amendments to Board Policy III.N. to clarify General Education Committee roles and responsibilities as well as further describe the role of the disciplinary rubrics.
April 2024	The Board approved the second reading of proposed amendments to Board Policy III.N.
June 2026	The Board approved the first reading of proposed amendments to Board Policy III.N.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: III. POSTSECONDARY AFFAIRS
SUBSECTION: N. Statewide General Education ~~April 2024~~August 2026

In our rapidly-changing world, students need to understand how knowledge is generated and created. They need to adapt to new opportunities as they arise as well as effectively communicate and collaborate with increasingly diverse communities and ways of knowing. In combination with major coursework, general education curriculum prepares students to use multiple strategies in an integrative manner to explore, critically analyze, and creatively address real-world issues and challenges. General education coursework provides students with an understanding of self, the physical world, and human society—its cultural and artistic endeavors as well as an understanding of the methodologies, value systems, and thought processes employed in human inquiries. General education helps instill students with the personal and civic responsibilities of good citizenship, and prepares them to be adaptive, life-long learners.

This policy ~~shall~~ applies~~y~~ to the University of Idaho, Boise State University, Idaho State University, Lewis-Clark State College, College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, and North Idaho College (hereinafter "institutions").

1. The state of Idaho's general education framework for Associate of Arts, Associate of Science, and Baccalaureate degrees, ~~shall be~~must include the following:

    a. Thirty-one (31) credits or more of the general education curricula must fit within the General Education Matriculation (GEM) competency areas defined in subsection 4 of this policy, and
    b. Five (5) or more credits of the general education curricula, which are reserved for institutions to address the specific mission and goals of the institution. For this purpose, institutions may create new competency areas or they may choose to count additional credits from GEM competencies. Regardless, these institutionally designated credits must have learning outcomes linked to Association of American Colleges and Universities (AAC&U) Essential Learning Outcomes.

2. The intent of the general education framework is to:

    a. Establish statewide competencies that guide institutions' determination of courses that will be designated as GEM courses,
    b. Establish shared disciplinary/Ways of Knowing rubrics that guide institutional decision-making about designating courses to GEM competency areas, and
    c. Create a transparent and seamless transfer experience for undergraduate students.

3. There are six (6) GEM competency areas. The first two (2) emphasize integrative skills intended to inform the learning process throughout general education and

major. The final four (4) represent ways of knowing and are intended to expose students to ideas and engage them in a broad range of active learning experiences.

The GEM competency areas are as listed:

a. Written Communication
b. Oral Communication
c. Mathematical Ways of Knowing
d. Scientific Ways of Knowing
e. Humanistic and Artistic Ways of Knowing
f. Social and Behavioral Ways of Knowing

4. GEM courses in each area ~~shall~~ must include the following competencies:

a. Written Communication
Upon completion of a course in this category, students are able to demonstrate the following competencies:

i. Use flexible writing process strategies to generate, develop, revise, proofread, and edit texts.
ii. Adopt strategies and genre appropriate to the rhetorical situation.
iii. Use inquiry-based strategies to conduct research that explores multiple and diverse ideas and perspectives, appropriate to the rhetorical context.
iv. Use rhetorically appropriate strategies to evaluate, represent, and respond to the ideas and research of others.
v. Address readers' biases and assumptions with well-developed evidence-based reasoning.
vi. Use appropriate conventions for integrating, citing, and documenting source material.
vii. Read, interpret, and communicate key concepts in writing and rhetoric.

b. Oral Communication
Upon completion of a course in this category, students are able to demonstrate the following competencies:

i. Research, discover, and develop information resources and structure spoken messages to increase knowledge and understanding.
ii. Research, discover, and develop evidence-based reasoning and persuasive appeals for ethically influencing attitudes, values, beliefs, or behaviors.
iii. Adapt spoken messages to the diverse personal, ideological, and emotional needs of individuals, groups, or contexts.
iv. Employ effective spoken and nonverbal behaviors that support communication goals and illustrate self-efficacy.
v. Listen in order to effectively and critically evaluate the reasoning, evidence, and communication strategies of self and others.

vi. Demonstrate knowledge of key theories, perspectives, principles, and concepts in the Communication discipline, as applied to oral communication.

c. Mathematical Ways of Knowing
Upon completion of a course in this category, a student is able to demonstrate the following competencies:

i. Interpret mathematical concepts.
ii. Represent information/data.
iii. Use appropriate strategies/procedures when solving mathematical problems.
iv. Draw reasonable conclusions based on quantitative information.

d. Scientific Ways of Knowing
Upon completion of a non-lab course in this category, a student is able to demonstrate competencies i-iv. A student is able to demonstrate all five competencies, i-v, upon completion of a lab course.

i. Apply foundational knowledge and models of a discipline in the physical or natural sciences to analyze and/or predict phenomena.
ii. Apply scientific reasoning to critically evaluate assertions.
iii. Interpret and communicate scientific information via written, spoken and/or visual representations.
iv. Describe the relevance of specific scientific principles to the human experience.
v. Test a hypothesis in the laboratory or field using discipline-specific tools and techniques for observation, data collection and analysis to form a defensible conclusion.

e. Humanistic and Artistic Ways of Knowing
Upon completion of a course in this category, students are able to demonstrate at least five (5) of the following competencies:

i. Recognize and describe humanistic, historical, or artistic works within problems and patterns of the human experience.
ii. Distinguish and apply methodologies, approaches, or traditions specific to the discipline.
iii. Differentiate formal, conceptual, and technical elements specific to the discipline.
iv. Analyze, evaluate, and interpret texts, objects, events, or ideas in their cultural, intellectual or historical contexts.
v. Interpret artistic or humanistic works through the creation of art, language, or performance.
vi. Develop critical perspectives or arguments about the subject matter, grounded in evidence-based analysis.
vii. Demonstrate self-reflection, widened perspective, and respect for diverse viewpoints.

f. Social and Behavioral Ways of Knowing
Upon completion of a course in this category, students are able to demonstrate all five (5) of the following competencies.

i. Demonstrate knowledge of the theoretical and conceptual frameworks of a particular Social Science discipline.
ii. Describe self and the world by examining the dynamic interaction of individuals, groups, and societies as they shape and are shaped by history, culture, institutions, and ideas.
iii. Utilize Social Science approaches, such as research methods, inquiry, or problem-solving, to examine the variety of perspectives about human experiences.
iv. Evaluate how reasoning, history, or culture informs and guides individual, civic, or global decisions.
v. Identify the impact of the similarities and differences among and between individuals, cultures, or societies across space and time.

5. General Education Requirements

a. This subsection applies to Associate of Arts, Associate of Science, and Baccalaureate degrees. For the purpose of this policy, disciplines are indicated by course prefixes.

General education curricula must reflect the following credit distribution:

Competency Area	**Minimum Credits**
Written Communication	6
Oral Communication	3
Mathematical Ways of Knowing	3
Scientific Ways of Knowing	7 (from two different disciplines with at least one laboratory or field experience)
Humanistic and Artistic Ways of Knowing	6 (from two different disciplines)
Social and Behavioral Ways of Knowing	6 (from two different disciplines)
Institutionally-Designated Credits	5

i. GEM courses are designed to be broadly accessible to students regardless of major, thus college-level and non-GEM pre-requisites to GEM courses should be avoided unless deemed necessary by the institution.

ii. Additional GEM courses, beyond the general education curricula, may be required within the major for degree completion.

b. In rare instances, a specialized associate degree program might better serve students by distributing general education requirements differently than those listed above. Proposals for such programs ~~shall~~ must be submitted to the Board

office for review and approval on a case-by-case basis. Proposals must describe the demonstrable benefits that the alternative general education distribution will have for transfer students, the institutions' plans for additional advising, and any other information that will demonstrate how students will not be harmed by this alternative structure.

c. This subsection pertains to Associate of Applied Science (AAS) degrees.

The general education curricula for the AAS degree must contain a minimum of fifteen (15) credits, so distributed in the following areas:

Competency Area	Minimum Credits
Written Communication	3
Oral Communication	3
Mathematical Ways of Knowing	3
Social and Behavioral Ways of Knowing	3
Any general education course including institutionally-designated courses	3

d. GEM courses and institutionally-designated courses ~~shall~~ must transfer as meeting an associated general education competency requirement at any institution pursuant to Board policy Section III.V.

6. Governance of the General Education Program and Review of Courses

a. GEM courses are developed by faculty and approved via the curriculum approval process of the institution delivering the courses. Faculty discipline groups representing all institutions ~~shall~~ must meet at least annually or as directed by the Board, to ensure consistency and relevance of general education competencies and courses approved for their respective GEM competency areas.

b. Common Course Indexing is developed for courses offered within the GEM framework to provide greater transparency and seamlessness within transfer processes at Idaho's postsecondary institutions. Common-indexed courses are accepted as direct equivalents across institutions for transfer purposes. Common course indexing ~~shall~~ must include common course prefix, common course number, common course title, and common GEM discipline area designation. The common course number ~~shall~~ must be three digits in sequence, but can be preceded by a single digit if four numbers are utilized by the institution (x###).

The common course list ~~shall~~ must be approved by the Board on an annual basis and ~~shall~~ must be maintained by the Board office. Changes to the list may be proposed by faculty discipline groups to the General Education Committee. Proposed additions or removal of courses on the common course list must be reviewed by the General Education Committee prior to Board approval. The request to remove a common-indexed course from an institution's academic

catalog must be approved by the Board. The request to discontinue a course must be submitted in writing by the institution to the Board office. The request shall be submitted no less than a year in advance and provide rationale for the inability to offer the course.

c. The General Education Committee ~~shall~~ must consist of ~~a~~ Board-appointed representatives from each of the institutions (Institutional Representatives)~~,~~ as well as ~~one~~ Subject Representatives from each of the following ~~communities~~stakeholder groups: ~~the Division of Career Technical Education,~~ Technical College Leadership Council (TCLC) as designated by the Division of Career and Technical Education; the Idaho Registrars Council~~;~~, the Idaho Dual Credit Coordinators; the Open Practitioner, Advocate, and Leader (OPAL) community; the center for teaching and learning (CTL) community; a community of emerging pedagogical importance (e.g., artificial intelligence) ~~the digital learning community, the dual credit community, the open education community~~; and the Executive Director of the Board, or designee, who ~~shall~~ must serve as the chair of the committee. Institutional Representatives are generally the directors or deans of general education (or equivalent). Upon Board approval, appointments for Institutional Representatives will be for the duration of the representative's term as general education director. Subject Representative terms are for three years, commencing on July 1st. If Subject Representatives are amenable to continuing, they are affirmed by their respective groups prior to their term's end. To ensure alignment with AAC&U Essential Learning Outcomes and subsection 1, the Committee ~~shall~~ must meet at least annually to review the competencies and rubrics of the general education framework. The Committee ~~shall~~ must make recommendations to the Board regarding the general education framework and the common course list. The Committee ~~shall~~ must review and make recommendations on the general education competencies as necessary. GEM Committee duties are prescribed by the Board, including those that may involve addressing issues related to competency areas and course offerings. The GEM Committee reports to the Council on Academic Affairs and Programs.

d. The institutions ~~shall~~ must identify all general education courses in their curricula and identify them in a manner that is easily accessible by the public via their respective websites, as well as relevant web resources maintained by the Board office.

General Education Committee Bylaws

Mission and Purpose

General education courses are a particularly powerful part of a college education. This set of courses provide students with the opportunity to cultivate the habits of mind associated with academic inquiry, to gain experience with disciplinary inquiry and communication, and to navigate a variety of perspectives. Further, general education courses have a direct and positive impact on student retention, persistence, and eventual graduation. Since general education courses are offered at all public postsecondary institutions in Idaho, providing coordinated guidance is especially important.

The General Education Committee is guided by a spirit of open inquiry and a shared interest in collaboration. The General Education Committee advocates for, supports, and coordinates general education among all Idaho public postsecondary institutions. As leaders of general education from each institution, the committee members individually contribute extensive institutional knowledge and disciplinary expertise to the shared commitment to continually improving general education across the state of Idaho.

A. Powers and Duties

The General Education Committee is responsible for collaborating on a statewide vision of general education, making recommendations about general education, reviewing the competencies and other supporting materials for the general education framework, making recommendations to the Board regarding the general education framework and common course list, revising and making recommendations on the general education competencies, and other duties as prescribed by the Board. The General Education Committee reports to the Council on Academic Affairs and Programs.

B. Meetings

1. The Committee holds two full Committee standing meetings annually. The two meetings are in person whenever possible; at least one of the meetings coincides with the annual GEM Summit. Follow-up remote meetings occur as needed. A quorum of the Committee consists of a simple majority of current voting members. A quorum shall be present to conduct any official business.

2. Meeting locations shall be determined by the Committee.

C. Membership

1. Committee membership is established by Idaho Board of Education policy III.N.

2. Committee members must uphold the goals and objectives of the Committee. Decision-making is a collective action and all members have a joint responsibility for decisions and actions.

D. Nominating Process

1. Institutional Representatives are generally the directors or deans of general education on campus (or equivalent). Upon Board approval, appointments for Institutional Representatives will be for the duration of the representative's term as general education director.

2. Subject Representatives (registrar, technical college leadership, dual credit, open education, professional development, and artificial intelligence) terms are for three years, commencing on July 1st. If Subject Representatives would like to serve additional terms, they are affirmed by their respective groups prior to their term's end.

3. All official Committee members shall have equal voting privileges.

E. Committee Officers and Duties

1. There are two officers of the Committee: Chair and Vice Chair.

2. The Chair is a designee of the Executive Director of the Board. This role has historically been filled by the Chief or Deputy Chief Academic Officer. The Chair, in consultation with the committee, advocates for general education at the state level, coordinates proposed policy changes, plans the GEM Summit, coordinates the GEM Innovative Educator Awards, and coordinates general education-related activities that arise.

3. The Vice Chair is elected by the voting members of the General Education Committee from among the Institutional Representatives. The Vice Chair is elected at a regular meeting for a three-year term. Whenever possible, the Vice Chair terms alternate between the four-year and two-year institutions. Vacancies are filled by election for the remainder of the unexpired term. The Vice Chair advises the Chair on meeting agendas and provides recommendations on matters related to the General Education Committee's mission and the Chair's general education responsibilities.

4. Committee representatives who serve on working groups and similar bodies are appointed by the Committee Chair.

F. Adoption, Amendment, and Repeal of By-laws

1. Recommendations for amendments or repeals of bylaws may occur at any regular or special meeting of the Committee and approved by a majority vote of the Committee, provided notice has been presented at the preceding meeting of the Committee.

January 2026

SUBJECT

Data Management Council Appointments

BACKGROUND

The Data Management Council (Council) was established by the Board pursuant to Board policy I.O. to make recommendations to the Board on the oversight and development of Idaho's Statewide Longitudinal Data System (SLDS) and to oversee the creation, maintenance, and usage of said system. Section 33-133, Idaho Code, defines the state "data system" to include the state's elementary, secondary, and postsecondary longitudinal data. The SLDS consists of three areas of data and is referred to as EASI (the Education Analytics System of Idaho). EASI is a P-20W system consisting of P-12, postsecondary, and workforce data. The P-12 data is commonly referred to as the Idaho System for Educational Excellence (ISEE), the postsecondary data is referred to as the Postsecondary Measures of Academic Progress (PMAP), and the labor data (managed by the Department of Labor) is referred to as the Idaho Labor Market Information (ILMI).

There are 13 seats on the Council representing the following constituencies:

- Two representatives from the Office of the State Board of Education;
- Three representatives from public postsecondary institutions, of whom at least one shall be from a community college and no more than one member from any one institution;
- One representative who serves as the registrar at an Idaho public postsecondary institution, which may be from the same institution represented above;
- One representative from the State Department of Education;
- Three representatives from a school district, with at least one from an urban district and one from a rural district, and no more than one member from any one district;
- One representative from the Division of Career Technical Education;
- One representative from the Department of Labor;
- One at-large member.

Appointments are made for two-year terms and commence on July 1. Incumbent candidates may be reappointed provided they are eligible to serve based on the Council's current membership structure.

PROPOSAL

The proposal before the Board is seven (7) appointments to the Council, including the reappointment of five (5) current members into their previous positions and movement of two (2) members into new positions. Staff will continue working on nominations to address the remaining vacancy for the Public Postsecondary Institution seat.

The recommended members for re-appointment to their previous positions are:

- William Goodman, K-12 school district representative
- Nashea Noble, public postsecondary institution representative
- Ayaka Nukui, Idaho Department of Education representative
- Craig Shaul, Department of Labor representative
- Scott Woolstenhulme, K-12 school district representative

The recommended members for appointment to a new position are:

- Chris Campbell, shifting from State Board of Education to an at-large representative
- Todd King, shifting from at-large representative to State Board of Education representative.

Chris Campbell will be transferring from his position at the State Board of Education to one within a school district. The Council is interested in asking Chris to continue to serve and recommended he be moved to an at-large position on the Council while Todd King would shift into the Idaho State Board of Education representative spot previously held by Chris.

The Council unanimously voted to recommend these appointments.

IMPACT

Reappointment of five (5) current members and updating of representation of two (2) members will result in 12 seats on the Data Management Council being filled.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff recommends approval.

ATTACHMENTS

Attachment 1 – Current DMC Membership
Attachment 2 – Reappointment Requests from Current Members

BOARD ACTION

I move to approve the reappointment of William Goodman to the Data Management Council as a school district representative commencing August 12, 2026, and ending June 30, 2028.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the reappointment of Nashea Noble to the Data Management Council as the community college representative commencing August 12, 2026, and ending June 30, 2028.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the reappointment of Ayaka Nukui to the Data Management Council as the Idaho Department of Education representative commencing August 12, 2026, and ending June 30, 2028.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the reappointment of Craig Shaul to the Data Management Council as the Idaho Department of Labor representative commencing August 12, 2026, and ending June 30, 2028.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the reappointment of Scott Woolstenhulme to the Data Management Council as a school district representative commencing August 12, 2026, and ending June 30, 2028.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the appointment of Chris Campbell to the Data Management Council as an at-large representative commencing August 12, 2026, and ending June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the transfer of Todd King from an at-large to an Office of the State Board of Education representative commencing August 12, 2026, and ending June 30, 2027.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

APPLICABLE STATUTE, RULE OR POLICY

Board Policy Section I.O.

REFERENCE

October 2022	The Board appointed Lindsey Brown to the Data Management Council.
April 2023	The Board reappointed Grace Anderson, Lindsey Brown, Chris Campbell, Todd King, Heather Luchte, Cathleen McHugh, and Scott Thomson to the Data Management Council. The Board appointed Shari Ellertson to the Data Management Council.

June 2023	The Board appointed Nashea Noble to the Data Management Council.
October 2023	The Board appointed William Goodman and Scott Woolstenhulme to the Data Management Council.
June 2024	The Board reappointed William Goodman, Nashea Noble, Ayaka Nukui, and Scott Woolstenhulme to the Data Management Council. The Board appointed Wesley McClintick and Salvador Vazquez to the Data Management Council.
June 2025	The Board reappointed Grace Anderson, Lindsey Brown, Chris Campbell, Todd King, Heather Luchte, Cathleen McHugh, and Scott Thomson to the Data Management Council.
December 2025	The Board appointed Kyle Luchte and Craig Shaul to the Data Management Council.

Data Management Council Membership

December 2025

Office of the Idaho State Board of Education

Dr. Cathleen McHugh (DMC Chair)
Chief Research Officer
Idaho State Board of Education
Member since 2018
Term: July 1, 2025 – June 30, 2027

Chris Campbell (DMC Vice-Chair)
Chief Technology Officer
Idaho State Board of Education
Member since 2015
Term: July 1, 2025 – June 30, 2027

Public Postsecondary Institutions

At-Large Institutions

Dr. Grace Anderson
Vice President for Institutional Research, Planning, and Effectiveness
Lewis-Clark State College
Member since 2019
Term: July 1, 2025 – June 30, 2027

Open

Term Expires: June 30, 2026

Community College

Nashea Noble
Institutional Data Analyst, Planning & Effectiveness
North Idaho College
Member since 2023
Term: July 1, 2024 – June 30, 2026

Public Postsecondary Institution Registrar

Dr. Lindsey Brown
University Registrar

University of Idaho
Member since 2022
Term: July 1, 2025 – June 30, 2027

Idaho Department of Education

Ayaka Nukui
Director of Assessment and Accountability
Idaho Department of Education
Member since 2022
Term: July 1, 2024 – June 30, 2026

K-12 School Districts

At-Large School District

Scott Woolstenhulme
Superintendent of Schools
Bonneville Joint School District 93
Member since 2023
Term: July 1, 2024 – June 30, 2026

Rural District

Scott Thomson
Executive Director
North Idaho STEM Charter Academy
Member since 2019
Term: July 1, 2025 – June 30, 2027

Urban District

William Goodman
Chief Technology Officer
Boise School District
Member during 2015 and since 2023
Term: July 1, 2024 – June 30, 2026

Division of Career Technical Education

Kyle Luchte
Principal Research Analyst
Idaho Division of Career Technical Education
Member since 2025
Term: December 18, 2025 to June 30, 2027

Department of Labor

Craig Shaul
Labor Market Research Manager
Idaho Department of Labor
Member since 2025
Term: December 18, 2025 to June 30, 2026

At-Large Representative

Todd King
Education Data Systems Reporting Manager
Idaho State Board of Education
Member since 2013
Term: July 1, 2025 – June 30, 2027

Doug Armstrong

From: Will Goodman <will.goodman@boiseschools.org>
Sent: Thursday, June 18, 2026 12:55 PM
To: Doug Armstrong; Cathleen McHugh
Subject: DMC Appointment

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Hi Cathleen and Doug,

I would like to express my interest in being reappointed to the Data Management Council.

Will Goodman
Chief Technology Officer
Boise School District
8169 West Victory Road
Boise, Idaho 83709
(208) 854-4096

BOISE EST. 1863 SCHOOLS | Educating today FOR A BETTER TOMORROW

From: Nashea Noble
To: Cathleen McHugh; Doug Armstrong
Subject: DMC Reappointment
Date: Monday, June 22, 2026 9:45:49 AM
Attachments: image001.png

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Good morning!

I am writing to express my interest in serving another term on the Data Management Council.

As my current term approaches its conclusion, I am excited about the opportunity to remain on the DMC and continue the efforts to the meaningful work we take on together.

Thank you for considering my request.

Nashea Noble

Nashea Noble
Senior Data Analyst
208-769-7812
nanoble@nic.edu
www.nic.edu

North Idaho College
1000 W. Garden Ave. | Coeur d'Alene, ID | 83814

From: Ayaka Nukui
To: Doug Armstrong
Subject: RE: Thank you - DMC
Date: Wednesday, July 1, 2026 12:22:34 PM
Attachments: image001.png

Sounds good, thank you, Doug.

Thanks!

Ayaka

Ayaka Nukui
Director of Assessment and Accountability

From: Doug Armstrong <darmstrong@edu.idaho.gov>
Sent: Monday, June 29, 2026 1:36 PM
To: Ayaka Nukui <anukui@sde.idaho.gov>
Subject: Thank you - DMC

Ayaka:

I can use this as your willingness to continue on the DMC for the short term. We will add you to the Board materials for August. You will be reappointed to the DMC until June 30, 2028.

If you discuss with your supervisor and decide someone else should represent the Department, let us know. We can replace you at the October or some later Board meeting.

Thank you.

Doug Armstrong
OSBE PMAP Business Analyst | Education Data & Information Technology
208-332-1589 (desk)

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From: Ayaka Nukui <anukui@sde.idaho.gov>
Sent: Monday, June 29, 2026 11:01 AM
To: Doug Armstrong <darmstrong@edu.idaho.gov>
Subject: RE: REMINDER: DMC - 2 time sensitive items.

Thank you for following up with me – I was going to discuss the reappointment with my supervisor,

but I am not sure if I can meet with her before then. I vote to approve all the reappointments.

Do I need to send you something separately for my own reappointment?

Thanks!

Ayaka

Ayaka Nukui
Director of Assessment and Accountability

Doug Armstrong

From: Craig Shaul <Craig.Shaul@labor.idaho.gov>
Sent: Thursday, June 18, 2026 12:59 PM
To: Doug Armstrong
Subject: DMC Appointments

Hi Doug,

I would like to express my interest in being reappointed to the Data Management Council.

Thank you,
Craig

Craig Shaul | Labor Market Research Manager
Research and Communications
Idaho Department of Labor
317 West Main Street | Boise, ID 83735

Phone: 208-696-2150

Fax: 208-334-6455
Craig.Shaul@labor.idaho.gov

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Doug Armstrong

From: Scott Woolstenhulme <WoolsteS@d93.k12.id.us>
Sent: Thursday, June 18, 2026 2:54 PM
To: Doug Armstrong; Cathleen McHugh
Subject: Re: [External Email] DMC Appointments

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I am willing to continue to serve on the Data Management Council for another term.

Thank you.

Dr. Scott G Woolstenhulme
Superintendent of Schools
Bonneville Joint School District 93

From: Chris Campbell
To: Cathleen McHugh
Cc: Doug Armstrong
Subject: RE: DMC appointments
Date: Thursday, June 25, 2026 4:57:44 PM

Dr. McHugh,

It is anticipated that I will be transferring to a new position during the next month. I would be eager to continue serving on the Data Management Council and supporting the Board's efforts in this area.

I would respectfully request that my current position as an Office of the State Board of Education representative and Todd King's current position as the at-large representative be swapped so that we may both continue serving.

Respectfully,
Christopher Campbell

PUBLIC RECORDS NOTICE: Pursuant to Idaho Code § 74-101 through 74-126, this email and responses are subject to the Idaho Public Records law and may be disclosed to the public upon request, unless otherwise exempt from disclosure under the law.

From: Todd King
To: Doug Armstrong; Cathleen McHugh; Chris Campbell; Grace Anderson (GLAnderson@lcsc.edu); Nashea Noble (NIC); Lindsey Brown - UI; Scott Woolstenhulme; Scott Robert Thomson; William Albert Goodman; Ayaka Nukui; Craig Shaul; CTE - Kyle Luchte
Cc: Andy Mehl; Jonathan Steele
Subject: RE: DMC Vote - Response needed by June 30
Date: Tuesday, July 14, 2026 1:31:53 PM
Attachments: image001.png

Doug,

Please consider this as my official approval to act and serve as an *OSBE Representative* on the Data Management Council for the 2026–2027 term.

Thank you.

Todd M. King
Education Data Systems Reporting Manager
(208) 332-6937

From: Todd King
Sent: Friday, June 26, 2026 2:10 PM
To: Doug Armstrong <darmstrong@edu.idaho.gov>; Cathleen McHugh <cmchugh@edu.idaho.gov>; Chris Campbell <ccampbell@edu.idaho.gov>; Grace Anderson (GLAnderson@lcsc.edu) <GLAnderson@lcsc.edu>; Nashea Noble (NIC) <NANoble@nic.edu>; Lindsey Brown - UI <LindseyBrown@uidaho.edu>; Scott Woolstenhulme <woolstes@d93.k12.id.us>; Scott Robert Thomson <sthomson@northidahostem.org>; William Albert Goodman <will.goodman@boiseschools.org>; Ayaka Nukui <anukui@sde.idaho.gov>; Craig Shaul <craig.shaul@labor.idaho.gov>; CTE - Kyle Luchte <kyle.luchte@cte.idaho.gov>
Cc: Andy Mehl <amehl@edu.idaho.gov>; Jonathan Steele <jsteele@edu.idaho.gov>
Subject: RE: DMC Vote - Response needed by June 30

Todd King votes:

Aye - In favor of Recommending reappointment of William Goodman for a two-year term.

Aye - In favor of Recommending reappointment of Nashea Noble for a two-year term.

Aye - In favor of Recommending reappointment of Ayaka Nukui for a two-year term.

Aye - In favor of Recommending reappointment of Craig Shaul for a two-year term.

Aye - In favor of Recommending reappointment of Scott Woolstenhulme for a two-year term.

Aye - In favor of Recommending changing Chris Campbell to an At-Large Representative.

Aye - In favor of Recommending changing Todd King to an OSBE Representative.

Thank you.

Todd M. King
Education Data Systems Reporting Manager
(208) 332-6937

From: Doug Armstrong <darmstrong@edu.idaho.gov>
Sent: Friday, June 26, 2026 10:01 AM
To: Cathleen McHugh <cmchugh@edu.idaho.gov>; Chris Campbell <ccampbell@edu.idaho.gov>; Todd King <tking@edu.idaho.gov>; Grace Anderson (GLAnderson@lcsc.edu) <GLAnderson@lcsc.edu>; Nashea Noble (NIC) <NANoble@nic.edu>; Lindsey Brown - UI <LindseyBrown@uidaho.edu>; Scott Woolstenhulme <woolstes@d93.k12.id.us>; Scott Robert Thomson <sthomson@northidahostem.org>; William Albert Goodman <will.goodman@boiseschools.org>; Ayaka Nukui <anukui@sde.idaho.gov>; Craig Shaul <craig.shaul@labor.idaho.gov>; CTE - Kyle Luchte <kyle.luchte@cte.idaho.gov>
Cc: Andy Mehl <amehl@edu.idaho.gov>; Jonathan Steele <jsteele@edu.idaho.gov>
Subject: DMC Vote - Response needed by June 30

DMC Members:

Due to changes in how often the DMC meets, we need to complete a vote by mail regarding DMC membership.

There are five members that their terms are ending and need to be reappointed. Four of these (Nashea Noble, Scott Woolstenhulme, Craig Shaul, and William Goodman) have said they are willing to serve another 2-year term. Ayaka Nukui is out of the office until next week. We can still vote to recommend her reappointment with the understanding that if she will not serve, her name will be withdrawn before it is sent to the Board for approval.

It is anticipated that Chris Campbell will be leaving OSBE. He is willing to remain on the DMC. In order to do this, we could switch the areas Todd King and he represent for the last

year of their term. Todd is willing to switch positions.

Please, reply by email by June 30. You may vote for each line below. You may also just say you approve or reject all.

1. Recommending reappointment of William Goodman for a two-year term.
2. Recommending reappointment of Nashea Noble for a two-year term.
3. Recommending reappointment of Ayaka Nukui for a two-year term.
4. Recommending reappointment of Craig Shaul for a two-year term.
5. Recommending reappointment of Scott Woolstenhulme for a two-year term.
6. Recommending changing Chris Campbell to an At-Large Representative.
7. Recommending changing Todd King to an OSBE Representative.

You may vote for yourself.

We will also move the scheduled DMC meeting in July to August. Thank you.

Doug Armstrong
PMAP Business Analyst | Education Data & Information Technology
208-332-1589 (desk)



PUBLIC RECORDS NOTICE: Pursuant to Idaho Code § 74-101 through 74-126, this email and responses are subject to the Idaho Public Records law and may be disclosed to the public upon request, unless otherwise exempt from disclosure under the law.

SUBJECT

College of Idaho Educator Preparation Program Review

BACKGROUND

The Office of the State Board of Education is tasked with reviewing all State Board-approved teacher preparation programs, and has delegated this authority to the Idaho State Department of Education (Department).

In 2025, a new review process was developed in collaboration with Idaho's educator preparation programs (EPPs) and other stakeholders. The review schedule was established and presented to the Board as an informational item in June 2025. Per that schedule, the College of Idaho was due for review in Spring 2026.

The Department facilitated the College of Idaho review, which was completed by a State Review Team comprised of educator preparation and content area experts. The State Review Team was tasked with reviewing evidence submitted by the EPP to demonstrate alignment with the state's established standards and expectations for educator preparation programs that recommend candidates for certification in Idaho. In alignment with state law, the rubric used for the review and the State Report is based on the State Board of Education-approved Idaho Standards for the Initial Certification of Professional School Personnel.

PROPOSAL

The Review Team determined that the College of Idaho provided appropriate evidence that all applicable standards are being met across all certifications their program offers, as outlined in the Educator Preparation Provider State Review Evaluation Report, College of Idaho provided as Attachment 1.

The Review Team recommendation for the College of Idaho Educator Preparation Program is Full Approval with no stipulations. The report provides an outline for all aspects of the review and justification of their recommendation.

IMPACT

Acceptance of the State Review Team's recommendation and adoption of this report will enable the College of Idaho to continue to offer all approved programs to candidates seeking certification. The full approval with no stipulations will result in the College of Idaho program having its next full review on the standard seven-year cycle with no interim reviews required.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The review was completed using the State Board-approved review process and standards for educator preparation providers. The process is thorough and relies on an unbiased evaluation of the evidence.

Board staff recommends approval.

ATTACHMENTS

Attachment 1 – 2026 College of Idaho EPP State Evaluation Report

BOARD ACTION

I move to accept the recommendation of the State Review Team, granting the College of Idaho full approval with no stipulations and adopting the Educator Preparation Provider State Review Evaluation Report for the College of Idaho as provided in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

APPLICABLE STATUTE, RULE OR POLICY

Idaho Code § 33-114, § 33-1207A, § 33-1254, § 33-1258
IDAPA 08.02.02, Rules Governing Uniformity

REFERENCE

August 2011	Board accepted the State Team Program Approval Report and approved multiple educator preparation programs at the College of Idaho.
February 2019	Board accepted the State Review Team Report and CAEP State Team Report and granted conditional approval of the College of Idaho educator preparation programs.
April 2021	Board received an informational report regarding review requirements for approved nonpublic educator preparation programs.
June 2025	Board received an Informational report outlining the updated Educator Preparation Program Review schedule.

Idaho State Board of Education

Educator Preparation Provider State Review Evaluation Report
College of Idaho
June 2026

EPP STATE REVIEW EVALUATION REPORT

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REPORT PURPOSE AND LAYOUT

This report serves a variety of stakeholders including the provider, the programs, current and prospective candidates, as well as the larger education community. The purpose of the report is to make public the results of the educator preparation provider's state review, including the certificate/endorsement program scores, and review team recommendation. The expectation is that providers will use the information contained in this evaluation report to support their continuous improvement efforts and alignment to the expectations of the Idaho Standards for Educator Preparation Providers (Provider Standards). The evaluation report contains three sections: Review team recommendation, summary of overall scores for the Provider Standards, and rubric results each of the Provider Standards.

Review Team

The facilitator of this state review was Alison Henken, Policy Director of the Office of the Idaho State Board of Education. The review team listed below conducted this state review. The review team members were:

1. Dr. Amanda Eller , Idaho State University
2. Suzanne Beasterfield, Idaho State University
3. Tyler Winiecke, Brigham Young University - Idaho
4. Melissa Green, Brigham Young University - Idaho
5. Dr. Corey Bartle, Idaho State University
6. Dr. Sherry Dismuke, Boise State University
7. Katie Mathias, Boise State University
8. Lead Reviewer: Dr. Royal Toy, Lewis-Clark State College

9. State Observer: Helen Henderson, PSC Coordinator, Idaho State Department of Education

REVIEW TEAM RECOMMENDATION

The final recommendation is based on the review team's final determination based on the summary of the overall scores for the Idaho Standards for Educator Preparation Providers (Provider Standards).

Review Team Recommendation

Ratings	Recommendation	Stipulations	Provider Review Term
Full Approval	☒	No Stipulations	Seven (7) Years
Approval with Stipulations	☐	Stipulations	Three (3) Years Mid-cycle review
Non-Approval	☐	Non-Renewal	Non-Renewal

SUMMARY OF OVERALL SCORES FOR THE IDAHO STANDARDS FOR EDUCATOR PREPARATION PROVIDERS

The review team determines an overall score for each of the Idaho Standards for Educator Preparation Providers (Provider Standards). A summary of the review team's overall score findings are listed below.

Overall Scores

- The overall scoring that is used is "met" or "not met."

Standard	Met	Not Met	Not Applicable per Section 33-1207A, Idaho Code
Standard 1	☒	☐	-
Standard 2	☐	☐	☒
Standard 3	☒	☐	-
Standard 4	☐	☐	☒

EPP STATE REVIEW EVALUATION REPORT

RUBRIC RESULTS BY PROVIDER STANDARD

Standard 1: Content, Pedagogical, and Professional Knowledge

- The applicable rubric for Standard 1: Content, Pedagogical and Professional Knowledge is used to review each program. The scoring that is used is "met" or "not met."

Program	Standard 1.1	Standard 1.2	Standard 1.3
All Subjects (K-8)	Met ☒ Not Met ☐	Met ☒ Not Met ☐	Met ☒ Not Met ☐
American Government/Political Sci. (5-9 or 6-12)	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable
Bilingual Education (K-12)	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable
Biological Science (5-9 or 6-12)	Met ☒ Not Met ☐	Met ☒ Not Met ☐	Met ☒ Not Met ☐
Chemistry (5-9 or 6-12)	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable
Communication (5-9 or 6-12)	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable
Computer Science (5-9 or 6-12)	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable
Early Literacy (K-3)	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable
Earth and Space Science (5-9 or 6-12)	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable
Economics (5-9 or 6-12)	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable
Engineering (5-9 or 6-12)	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable
English (5-9 or 6-12)	Met ☒ Not Met ☐	Met ☒ Not Met ☐	Met ☒ Not Met ☐
English as a Second Language (ESL) (K-12)	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable
Geography (5-9 or 6-12)	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable
Geology (5-9 or 6-12)	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable
Health (5-9, 6-12 or K-12)	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable
History (5-9 or 6-12)	Met ☒ Not Met ☐	Met ☒ Not Met ☐	Met ☒ Not Met ☐
Humanities (5-9 or 6-12)	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable
Journalism (5-9 or 6-12)	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable
Literacy (K-12)	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable	Met ☐ Not Met ☐ Not applicable
Mathematics (6-12)	Met ☒ Not Met ☐	Met ☒ Not Met ☐	Met ☒ Not Met ☐

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Mathematics – Middle Level (5-9)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Music (5-9, 6-12 or K-12)	**Met** ☒ **Not Met** ☐	**Met** ☒ **Not Met** ☐	**Met** ☒ **Not Met** ☐
Natural Science (6-12)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Online-Teacher (K-12)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Physical Education (PE) (5-9, 6-12, or K-12)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Physical Science (5-9 or 6-12)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Physics (5-9 or 6-12)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Psychology (5-9 or 6-12)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Science – Middle Level (5-9)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Social Studies (6-12)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Social Studies – Middle Level (5-9)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Sociology (5-9 or 6-12)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Sociology/ Anthropology (5-9 or 6-12)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Theater Arts (5-9 or 6-12)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Visual Arts (5-9, 6-12 or K-12)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
World Language (5-9, 6-12 or K-12)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Chinese	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
French	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
German	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Japanese	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Latin	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Russian	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Spanish	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable

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Blended Early Childhood Education/ Early Childhood Special Education (Birth – Grade 3)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Blended Elementary Education/ Elementary Special Education (Grade 4-Grade 6)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Deaf/Hard of Hearing (Pre-K-12)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Early Childhood Special Education (Pre-K-3)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Exceptional Child Education (K-8, 6-12, or K-12)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Gifted and Talented (K-12)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Blind and Low Vision (Pre-K-12)	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Teacher Leader Instructional Specialist	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Teacher Leader Instructional Technology	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Teacher Leader Literacy	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Teacher Leader Mathematics	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable
Teacher Leader Special Education	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable	**Met** ☐ **Not Met** ☐ Not applicable

Standard 1 Overall Score

- The review team makes an overall score recommendation based on the scoring of all programs within the review of Standard 1: Content, Pedagogical and Professional Knowledge. The overall scoring that is used is "met" or "not met." Areas for improvement and stipulations with the appropriate rationale are listed below as applicable.

Standard	Met	Not Met
Standard 1	☒	☐

AFIs with Rationale:

- AFI 1 The EPP needs to provide specific evidence of planning and adjusting curriculum to measure candidate knowledge of State Specific Standard 11, American Indian Tribes in Idaho.
  - Evidence provided to meet this standard was insufficient for the review team to decide that this new State Specific Standard was fully met. The review team lauds the work the EPP is doing to adjust and implement this new standard into their programming and needs to see purposeful implementation of this standard in their next review.
- AFI 2 The EPP needs to provide specific evidence of planning and adjusting curriculum to measure candidate knowledge of State Specific Standard 13, Technology, particularly evidence of candidates learning how to use technology in assessment nor prepare to teach in blended or online learning environments.
  - The review team was provided examples that included evidence of a candidate knowing how to use technology to plan lessons and create content; however, there was no evidence of candidates learning how to use technology in assessment, nor preparing them to teach in blended or online

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learning environments. Purposeful implantation of all components of the standard need to be included for the next review.

Stipulations with Rationale:
No stipulations.

Standard 2: Clinical Experience

- The provider is reviewed based on the provider type listed below. The rubric for Standard 2: Clinical Experience is used to review the provider as applicable. The scoring that is used is "met" or "not met."

Provider Type	Rationale
Accredited Providers (Public, Non-Public) ☐	The provider is accredited through CAEP or AAQEP. Standard 2: Clinical Practice is reviewed within the CAEP or AAQEP accreditation review.
Non-Accredited Public-Providers ☐	A desk review of Standard 2: Clinical Experience is required by the state.
Non-Accredited Non-Public Providers ☒	Non-public educator preparation providers will not be evaluated by the state on Standard 2: Clinical Practice per Section 33-1207A, Idaho Code.

Standard 2 Overall Score

- The review team makes an overall score recommendation based on the review of Standard 2: Clinical Experience. The overall scoring that is used is "met" or "not met." Areas for improvement and stipulations with the appropriate rationale are listed below as applicable.

Standard	Met	Not Met	Not Applicable per Section 33-1207A, Idaho Code
Standard 2	☐	☐	☒

Stipulations with Rationale:
No stipulations.

Standard 3: Candidate Assessment and Support

- The provider is reviewed based on the provider type listed below. The rubric for Standard 3: Candidate Assessment and Support is used to review the provider as applicable. The scoring that is used is "met" or "not met."

Provider Type	Rationale
Accredited Providers (Public, Non-Public) ☐	The provider is accredited through CAEP or AAQEP. Standard 3: Candidate Assessment and Support is reviewed within the CAEP or AAQEP accreditation review.
Non-Accredited Public Providers ☐	A desk review of Standard 3: Candidate Assessment and Support is required by the state.

Non-Accredited Non-Public Providers ☒	Non-public educator preparation providers shall meet the following requirements for Standard 3: Candidate Assessment and Support per Idaho Code 33-1207A.
	• Nonpublic teacher preparation programs require that their graduates satisfy the following:
	  ○ Hold a bachelor's degree from an accredited four-year institution.
	  ○ Submit to a criminal history check.

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	○ Pass the required content training in the area or areas in which the graduate seeks to be endorsed. The content training must be in substantive alignment with the knowledge or equivalent standards set forth in the initial standards for teacher certification. ○ Pass pedagogical training in substantive alignment with knowledge or equivalent standards set forth in the core standards of the initial standards for teacher certification

Standard 3 Overall Score

- The review team makes an overall score recommendation based on the review of Standard 3: Candidate Assessment and Support. The overall scoring that is used is "met" or "not met." Areas for improvement and stipulations with the appropriate rationale are listed below as applicable.

Standard	Met	Not Met
Standard 3	☒	☐

Stipulations with Rationale:
No stipulations.

Standard 4: Continuous Program Improvement

- The provider is reviewed based on the provider type listed below. The rubric for Standard 4: Continuous Program Improvement is used to review the provider as applicable. The scoring that is used is "met" or "not met."

Provider Type	Rationale
Accredited Providers (Public, Non-Public) ☐	The provider is accredited through CAEP or AAQEP. Standard 4: Continuous Program Improvement is reviewed within CAEP or AAQEP accreditation review.
Non-Accredited Public Providers ☐	A desk review of Standard 4: Continuous Program Improvement is required by the state.
Non-Accredited Non-Public Providers ☒	Non-public educator preparation providers will not be evaluated by the state on Standard 4: Continuous Program Improvement per Section 33-1207A, Idaho Code.

Standard 4 Overall Score

- The review team makes an overall score recommendation based on the review of Standard 4: Continuous Program Improvement. The overall scoring that is used is "met" or "not met." Areas for improvement and stipulations with the appropriate rationale are listed below as applicable.

Standard	Met	Not Met	Not Applicable per Section 33-1207A, Idaho Code
Standard 4	☐	☐	☒

Stipulations with Rationale:
No stipulations.

End of EPP State Review Evaluation Report

EPP STATE REVIEW EVALUATION REPORT

APPENDIX A IDAHO STANDARDS FOR EDUCATOR PREPARATION PROVIDERS

STANDARD ONE: CONTENT, PEDAGOGICAL, AND PROFESSIONAL KNOWLEDGE
Educator Preparation Providers ensure candidates develop an understanding of the critical concepts, principles, and practices of their discipline, and are able to use practices flexibly to advance the learning of all students.

Standard 1.1 Content Knowledge and Pedagogy:
Educator Preparation Providers ensure candidates are able to apply their knowledge in critical concepts, principles, and practices as identified in the Idaho Standards for Initial Certification of Professional School Personnel, National Accreditation Standards of Pupil Service Programs, and State Board approved Idaho Student Content Standards.

Standard 1.2 Professional Knowledge:
Educator Preparation Providers ensure candidates are able to apply their knowledge of the Idaho Standards for Initial Certification of Professional School Personnel, National Accreditation Standards of Pupil Service Programs, and the State Board approved Idaho Student Content Standards.

Standard 1.3 Idaho Educational Expectations:
Educator Preparation Providers integrate State Board of Education policies and procedures and Idaho Rules Governing Uniformity into the preparation of candidates.

STANDARD TWO: CLINICAL EXPERIENCE
Educator Preparation Providers ensure diverse high-quality clinical experiences to develop knowledge, skills, and professional dispositions in candidates and educators.

Standard 2.1 Clinical Practice:
Educator Preparation Providers include clinical practice of depth, breadth, coherence, and duration to enable candidates or educators to demonstrate proficiency in their area of endorsement.

Standard 2.2 Clinical Partnerships:
Educator Preparation Providers develop and implement quality clinical experiences in the context of documented and effective partnerships with Local Education Agencies.

STANDARD THREE: CANDIDATE ASSESSMENT AND SUPPORT
Educator Preparation Providers demonstrate the development of candidate quality throughout the preparation program.

Standard 3.1 Admission Standards for Academic Achievement and Ability:
Educator Preparation Providers define admissions requirements, collect, and evaluate applicant data, and admit eligible candidates.

Standard 3.2 Monitor and Support Progress:
Educator Preparation Providers establish criteria to assess and monitor candidate progression throughout the preparation program to support candidate growth and competency at completion.

Standard 3.3 Recommendation for Certification:
Educator Preparation Providers demonstrate candidates meet the Idaho Assurances listed on the Institutional Recommendation.

STANDARD FOUR: CONTINUOUS PROGRAM IMPROVEMENT
Educator Preparation Providers maintain a system that consists of valid and trustworthy data from multiple measures that support continuous improvement. The system is sustainable over time and includes input from internal and external stakeholders.

Standard 4.1 Completer Data:
Educator Preparation Providers analyze data provided via Annual Performance Measures for Continuous Improvement.

Standard 4.2 Internal and External Stakeholder Engagement:
Educator Preparation Providers involve appropriate internal and external stakeholders (e.g. alumni, employers, practitioners, school/community partners, etc.) in program design, evaluation, and improvement.

Standard 4.3 Continuous Improvement:
Educator Preparation Providers document use of data-driven decision-making processes to guide program modification and continuous improvement.

**Note: Career technical degree-based programs must also meet all applicable Division of Career Technical Education Standards.*

EPP STATE REVIEW EVALUATION REPORT

APPENDIX B LIST OF IDAHO ENDORSEMENTS

STANDARD INSTRUCTIONAL CERTIFICATE

- All Subjects (K-8)
- American Government/Political Science (5-9 or 6-12)
- Bilingual Education (K-12)
- Biological Science (5-9 or 6-12)
- Blended Early Childhood Education/Early Childhood Special Education (Birth – Grade 3)
- Blended Elementary Education/Elementary
- Special Education (Grade 4-Grade 6)
- Blind and Low Vision (Pre-K-12)
- Chemistry (5-9 or 6-12)
- Communication (5-9 or 6-12)
- Computer Science (5-9 or 6-12)
- Deaf/Hard of Hearing (Pre-K-12)
- Early Childhood Special Education (Pre-K-3)
- Early Literacy (K-3)
- Earth and Space Science (5-9 or 6-12)
- Economics (5-9 or 6-12)
- Engineering (5-9 or 6-12)
- English (5-9 or 6-12)
- English as a Second Language (ESL) (K-12)
- Exceptional Child Education (K-8, 6-12, or K-12)
- Geography (5-9 or 6-12)
- Geology (5-9 or 6-12)
- Gifted and Talented (K-12)
- Health (5-9, 6-12 or K-12)
- History (5-9 or 6-12)
- Humanities (5-9 or 6-12)
- Journalism (5-9 or 6-12)
- Literacy (K-12)
- Mathematics (6-12)
- Mathematics – Middle Level (5-9)
- Music (5-9, 6-12 or K-12)
- Natural Science (6-12)
- Online-Teacher (K-12)
- Physical Education (PE) (5-9, 6-12, or K-12)
- Physical Science (5-9 or 6-12)
- Physics (5-9 or 6-12)
- Psychology (5-9 or 6-12)
- Science – Middle Level (5-9)
- Social Studies (6-12)
- Social Studies – Middle Level (5-9)
- Sociology (5-9 or 6-12)
- Sociology/ Anthropology (5-9 or 6-12)
- Teacher Leader – Instructional Specialist
- Teacher Leader-Instructional Technology
- Teacher Leader – Literacy
- Teacher Leader – Mathematics
- Teacher Leader – Special Education
- Teacher Librarian (K-12)
- Theater Arts (5-9 or 6-12)
- Visual Arts (5-9, 6-12 or K-12)
- World Language (5-9, 6-12 or K-12)
  - Chinese, French, German, Japanese, Latin, Russian, Spanish, etc.

PUPIL SERVICE STAFF CERTIFICATE

- Audiology
- Occupational Therapist
- Physical Therapist
- School Counselor (K-12)
- School Counselor – Basic (K-12)
- School Nurse
- School Psychologist
- School Social Worker
- Speech-Language Pathologist

ADMINISTRATOR CERTIFICATE

- Director of Special Education (Pre-K-12)
- School Principal (Pre-K-12)
- Superintendent (Pre-K-12)

SUBJECT

Boise State University SPED Director Program Application

BACKGROUND

In spring 2026, the Boise State University Educator Preparation Program (EPP) applied for a new Special Education (SPED) Director certificate and endorsement program. In alignment with Board Policy IV.D., a review team including educator preparation and content area experts was recruited to provide a recommendation to the Board.

The new certificate and endorsement program application review was conducted asynchronously. Reviewers considered application evidence in its entirety before making any determinations on alignment between the EPP's submission and the expectations outlined in state law and Board Policy. Reviewers were further guided to focus on whether the application and supporting materials provided adequate evidence that each required competency would be addressed by the program rather than subjective determinations of the quality of specific pieces of evidence.

PROPOSAL

The review process revealed that all program components were found to be aligned with the required competencies. The review team recommends approval of the Boise State University Special Education Director certificate and endorsement program.

The reviewers' ratings and comments were captured by the review facilitator and used to create the BSU SPED Director Program Application Review Report, Attachment 1.

IMPACT

Approval of Boise State University's application for a new Special Education Director certificate and endorsement program would allow the institution's educator preparation program to offer a Special Education Director certificate and endorsement program and to begin accepting candidates. Newly-approved programs are added to the Educator Preparation Provider's State Review, which occurs on a seven-year cycle.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The process used to make recommendations regarding new certificate and endorsement programs offered by Idaho's approved educator preparation programs is thorough and was carried out according to Board Policy.

Board staff recommends approval.

ATTACHMENTS

Attachment 1 – BSU SPED Director Program Application Review Report

BOARD ACTION

I move to approve Boise State University's Special Education Director certificate and endorsement program application.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

APPLICABLE STATUTE, RULE OR POLICY

Idaho Code § 33-114
IDAPA 08.02.02, Rules Governing Uniformity
Board Policy IV.D. Educator Preparation, Certification, and Standards

REFERENCE

August 2023	Board approved the Idaho Standards for Educator Preparation Providers.
June 2024	Board approved amendments to Board Policy IV.D. regarding educator preparation, certification, and the educator preparation program standards.

Boise State SPED Certificate and Endorsement Program Approval Report to the Office of the State Board of Education

Recommendation: APPROVED

Upon thorough review in accordance with the policies set forth by the Office of the State Board of Education, Boise State University's Director of SPED Certificate and Endorsement Program is recommended for approval.

Overview:

The following constitutes ***formal approval*** of Boise State University's Director of SPED Certificate and Endorsement Program. The completed *New Program Application* was received in January of 2026 and a team was assembled to review the new program application materials in accordance with Board Policy. The application is included here as *Attachment A*. Minimum requirements for reviewers include one member of the Professional Standards Commission and members from at least two of the following groups:

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

For a list of reviewers and their qualifications, please see *Attachment B*. The review was completed asynchronously over a period of three weeks, though the team met at least weekly to review materials, discuss findings, and ultimately came to consensus on the approval of the program.

Instructions to reviewers and initial findings:

Reviewers were instructed to review the application evidence in its entirety before making any determinations on alignment between required IDAPA competencies and the EPP's submission. Reviewers were additionally instructed that the goal of the initial approval process was to objectively identify if the program application and supporting materials provided adequate evidence that each competency was being addressed by the program, and not to offer subjective determinations on the quality of the evidence.

The reviewers' ratings and comments were captured utilizing a Google Form (the original program approval form created through a shared Microsoft Word program was not functional). A copy of the form used to collect reviewer responses, and all reviewer comments, are included in *Attachment C*.

Upon initial review, three program components were found not to be in full alignment with the required competencies. The first gap in alignment was due to a simple matter of wording on the form, not actually a deficit in the proposed program. As described in the narrative section following the chart, there were two substantive competencies found to be deficient in the original program proposal but these were resolved once the EPP provided additional documentation and supporting materials.

Boise State University SpEd Director Certification and Endorsement Program
Application Review Results

Component- IDAPA Competency	Alignment	Gap Identified	Final Determination
Master'sDegree from an accredited college/university	Initially Not Aligned	Initially it was unclear to reviewers whether this was an endorsement only program, or if an admin certificate with the endorsement was being offered.	Aligned
4 Years of full-timecertified/licensed experienceworking with students	Complete		Aligned
State Board approved program of graduate study of school administration	Complete		Aligned
Demonstration of proficiency in conducting instructional and pupil service staff evaluations based on the statewide framework for evaluation	Complete		Aligned
Demonstration of competencies in the Idaho Standards for Directors of Special Education and the Idaho Standards for School Principals	Complete		Aligned
Coursework includes knowledge and competence in understanding the Individuals with Disabilities Education Act	Complete		Aligned
Utilizing the Idaho Special Education Manual	Complete		Aligned
Special Education funding and fiscal accountability	Initially Not Aligned	Initially reviewers determined there was a lack of specific focus on special education and fiscal accountability which differ significantly from general administrative budgeting. The EPP provided supplemental materials in response and concern was resolved.	Aligned
Results driven leadership and accountability in special education	Complete		Aligned
Instructional, behavioral, and management strategies for supporting students in the least restrictive environment	Complete		Aligned
Administrative Internship in the area of administration of special education	Initially Not Aligned	Initially reviewers did not see performance expectations that were directly tied to special education leadership, including compliance, program oversight, and specialized fiscal management. The EPP provided supplemental materials in response and concern was resolved.	Aligned

Components *Initially Not Aligned*, EPP response, and resolution:

Master's degree from an accredited college/university:

A description of program prerequisites was not included in the EPP's application materials, and the wording on the reviewer's form seemed to indicate that a master's degree was required prior to enrolling in the proposed program. Until clarification was received from the EPP, it was unclear to reviewers whether this was an *endorsement only* program to be added to an administrator's certificate, or if the administrator's certificate (and master's degree) was being offered in conjunction with the endorsement. Ultimately this perceived lack of alignment had more to do with

the way the Application Review form was worded than with the program materials originally submitted by the EPP.

Special Education funding and fiscal accountability:

Initially reviewers found minimal evidence that this component was in alignment with the endorsement requirement. Although the job of the reviewers is to ensure minimal competency, the current Special Education professionals reviewing the program felt it would be a disservice to both the EPP and future students to remain silent on this component.

Reviewers determined there was a lack of specific focus on special education and fiscal accountability - which differ significantly from general administrative budgeting. The EPP was contacted and quickly shared additional materials and instructional outcomes related to this competency. After examining the materials, reviewers were satisfied and the component was judged to be in alignment.

Administrative Internship in the area of administration of special education:

Similar to the funding and fiscal accountability competency, reviewers found the Administrative Internship piece present in the documents, but without adequate detail or specific outcomes that would ensure a *specialized internship* in the area of Special Education administration, specifically in the areas of special education compliance requirement and specialized fiscal management and accountability. However, upon receiving supplemental materials from the EPP, all reviewers were satisfied that the program addressed the basic competencies necessary for approval.

New Program Application E - Administration Program

Name of Educator Preparation Provider	Boise State University	**Date of Submission**	January 28, 2026
New Program Name (as applicable)	Graduate Certificate in Director of Special Education	**Certification/Endorsement**	Director of Special Education

STANDARD ONE: CONTENT, PEDAGOGICAL, AND PROFESSIONAL KNOWLEDGE
Educator Preparation Providers ensure candidates develop an understanding of the critical concepts, principles, and practices of their discipline, and are able to use practices flexibly to advance the learning of all students.

1.1 CONTENT KNOWLEDGE AND PEDAGOGY	1.2 PROFESSIONAL KNOWLEDGE
Educator Preparation Providers ensure candidates are able to apply their knowledge in critical concepts, principles, and practices as identified in the Idaho Standards for Initial Certification of Professional School Personnel, National Accreditation Standards of Pupil Service Programs, and State Board approved Idaho Student Content Standards.	**Educator Preparation Providers ensure candidates are able to apply their knowledge of the Idaho Standards for Initial Certification of Professional School Personnel, National Accreditation Standards of Pupil Service Programs, and the State Board approved Idaho Student Content Standards.**

Component	How is each standard met? What is the plan to meet the standard? Please share your program design, narrative, and evidence. (E.g. - Course Titles, Course Numbers, Course Credits, Syllabi, Course Description, Module Information, Assessment, Projects, Evidence of Student Learning)	
	Evidence Item (Only link to PDFs)	**Narrative/Rationale for Meeting Standard**
Idaho Standards for Directors of Special Education • Standard 1: Mission, Vision, and Beliefs	*For an overview of how the curriculum meets the Idaho Standards and endorsement requirements, please see the Curriculum Map.* EDLEAD 578- Leading System Change Syllabus Theory of Action Rubric EDLEAD 676 Foundations of Leading Complex Syllabus Strategic Plan Analysis	Standard 1 is met through courses EDLEAD 578 (6 credits) and EDLEAD 676 (6 credits). EDLEAD 578- The Theory of Action assignment meets Idaho Standard 1 through the synthesized responses to all seven guiding questions into one comprehensive and final paper or presentation. EDLEAD 676- The Strategic Plan Analysis assignment meets Idaho Standard 1 through the analysis of three district strategic plans and insights gained from superintendent leadership practices, this evidence demonstrates competency in developing, implementing, and sustaining a shared mission, vision, and beliefs that support students with disabilities.
	For an overview of how the curriculum meets the Idaho Standards and endorsement requirements, please see the Curriculum Map. EDSPED 559 Coaching and Leadership in Special Education Syllabus	Standard 1 is met through the EDSPED 559 course (3 credits). EDSPED 559- The Philosophy of Leadership and Coaching in Special Education assignment meets Idaho Standard 1 through the culminating project for this course by requiring candidates to articulate their personal philosophy of leadership and coaching in special education.

Idaho Standards for Directors of Special Education ● Standard 2: Ethics and Professional Norms	*For an overview of how the curriculum meets the Idaho Standards and endorsement requirements, please see the Curriculum Map.* EDLEAD 578- Leading System Change Syllabus Who to Hire PBL Activity EDCIF558 Supervised Clinical Experience Syllabus EDSPED 559 Coaching and Leadership in Special Education Syllabus	Standard 2 is met through courses EDLEAD 578 (6 credits) and EDCIFS 558 (3 credits) and EDSPED 559 (3 credits). EDLEAD 578- The Who to Hire PBL assignment meets Idaho Standard 2 as candidates demonstrate the ability to act ethically and professionally in personnel decisions that impact students with disabilities and educational systems. The scenario-based nature of the assignment ensures candidates practice fairness, integrity, and compliance. EDCIFS 558- The internship experience ensures candidates move beyond theoretical knowledge to practical application of ethical leadership. By engaging in supervised, real-world leadership activities, candidates demonstrate readiness to uphold professional norms and make ethical decisions that directly impact students with disabilities and district systems. This aligns directly with Idaho Standard 2's emphasis on ethical practice, legal compliance, and professional responsibility where candidates will submit monthly reflections related to their completed internship hours. EDSPED 559- This course meets Idaho Standard 2 by requiring candidates to identify and reflect on personal beliefs, biases, assumptions, and communication styles and how these inform their understanding of collaboration and leadership through various discussion boards, readings, and assignments to meet Idaho Standard 2. Candidates will evaluate different styles of leadership and how they contribute to evidenced based practices in special education.
Idaho Standards for Directors of Special Education ● Standard 3: Equity and Cultural Responsiveness	*For an overview of how the curriculum meets the Idaho Standards and endorsement requirements, please see the Curriculum Map.* EDLEAD 578- Leading System Change Syllabus Special Ed Project Based Learning (PBL)	Standard 3 is met through courses EDLEAD 578 (6 credits) and EDLEAD 677 (6 credits) and EDCIFS 558 (3 credits) and EDSPED 540 (3 credits). EDLEAD 578- The Special Ed PBL assignment meets Idaho Standard 3 through demonstrating that candidates can lead with a commitment to equity and cultural responsiveness. The assignment emphasizes inclusive leadership practices, ethical decision-making, and culturally responsive problem-solving that directly impact student outcomes. Candidates show readiness to advocate for students with disabilities and their families by fostering respectful partnerships, ensuring access to high-quality services, and addressing disparities through systemic leadership.

	EDLEAD 677 Leading Continuous System-Wide Improvement of Learning Syllabus	EDLEAD 677- This course meets Idaho Standard 3 by analyzing the administrator's role and developing a personalized, equity-centered theory of action, candidates demonstrate readiness to lead systems that value diversity, inclusion, and cultural responsiveness. This work aligns directly with Idaho Standard 3 by preparing leaders to identify inequities, challenge systemic barriers, and implement practices that ensure all students have access to high-quality educational opportunities.
	EDCIF558 Supervised Clinical Experience Syllabus	EDCIFS 558- This course meets Idaho Standard 3 through active engagement at school sites, candidates demonstrate the knowledge, skills, and dispositions required to ensure equity and cultural responsiveness in special education leadership. These experiences provide meaningful evidence that candidates meet Idaho Standard 3: Equity and Cultural Responsiveness by applying inclusive, culturally responsive practices in authentic educational environments.
	EDSPED 540 Disability/Special Education Law Syllabus	EDSPED 540- This course requires a Comprehensive Final Project meeting the Idaho Standard 3 where candidates demonstrate the knowledge, skills, and dispositions necessary to advance equity and cultural responsiveness in special education leadership. The development of a structured, accessible, and inclusive professional development module provides clear evidence that candidates meet Idaho Standard 3: Equity and Cultural Responsiveness by fostering equitable practices and inclusive learning environments for all students.
Idaho Standards for Directors of Special Education • Standard 4: Curriculum, Instruction, and Assessment	*For an overview of how the curriculum meets the Idaho Standards and endorsement requirements, please see the Curriculum Map.*	Standard 4 is met through courses EDLEAD 577 (6 credits) and EDLEAD 578 (6 credits) and EDLEAD 676 (6 credits) and EDSPED 517 (3 credits).
	EDLEAD 577- Leading Teaching and Learning Syllabus Curriculum, Instruction, and Assessment Activity	EDLEAD 577- This curriculum, instruction, and assessment activity aligns directly with Idaho Standard 4's focus on instructional leadership and continuous improvement by requiring candidates to demonstrate readiness to lead curriculum and instructional systems that are inclusive, data-driven, and responsive to student needs. The activity reinforces the expectation that special education leaders support high-quality instruction through collaboration, assessment literacy, and sustained follow-through.

	EDLEAD 578- Leading System Change Syllabus	EDLEAD 578- The PBL activities embedded within the course directly align with Idaho Standard 4 by demonstrating candidates' readiness to lead instructional systems that promote inclusive, data-driven practices. By engaging in scenario-based problem-solving, candidates show their ability to support continuous improvement in teaching and learning for students with disabilities. This directly aligns with Idaho Standard 4's emphasis on instructional leadership and assessment-informed decision-making.
	EDLEAD 676 Foundations of Leading Complex Syllabus Strategic Plan Analysis	EDLEAD 676- The Strategic Plan Analysis assignment directly aligns with Idaho Standard 4's focus on instructional leadership and continuous improvement, providing candidates with a real-world framework for understanding the interplay of curriculum, instruction, and assessment at the district level. By evaluating how district goals and initiatives translate into instructional practices, candidates demonstrate readiness to lead curriculum and assessment systems that are inclusive, data-informed, and aligned with student needs.
	EDSPED 517: Universal Behavior Systems syllabus	EDSPED 517- The PBIS Handbook Assignment provides clear evidence that candidates meet Idaho Standard 4 by engaging in the design, alignment, and assessment of behavioral and instructional systems. Candidates develop the knowledge, skills, and dispositions necessary to lead inclusive, data-driven, and effective instructional practices across school settings.
Idaho Standards for Directors of Special Education ● Standard 5: Community of Care of Support for Students	*For an overview of how the curriculum meets the Idaho Standards and endorsement requirements, please see the Curriculum Map.* EDLEAD 577- Leading Teaching and Learning Syllabus	Standard 5 is met through courses EDLEAD 577 (6 credits) and EDSPED 517 (3 credits). EDLEAD 577- This course aligns with Idaho Standard 5 by preparing candidates to engage with the ACES survey. Through analysis of ACES data and application of trauma-informed practices, candidates demonstrate the knowledge, skills, and dispositions necessary to build safe, inclusive, and supportive school communities.
	EDSPED 517: Universal Behavior Systems syllabus	EDSPED 517- These learning experiences directly support Idaho Standard 5 by preparing candidates to lead systems that provide comprehensive social, emotional, and behavioral support. Candidates demonstrate readiness to establish and sustain a culture of care that prioritizes student well-being and promotes academic and social-emotional success.Through application of PBIS strategies, behavior supports, classroom management, environmental modifications, and positive reinforcement systems, candidates demonstrate the knowledge, skills, and dispositions necessary to create safe, supportive, and inclusive school communities.

Idaho Standards for Directors of Special Education ● Standard 6: Professional Capacity of District and School Personnel	*For an overview of how the curriculum meets the Idaho Standards and endorsement requirements, please see the Curriculum Map.*	Standard 6 is met through courses EDLEAD 578 (6credits) and EDLEAD 677 (6 credits) and EDCIFS 558 (3 credits) and EDSPED 559 (3 credits).
	EDLEAD 578- Leading System Change Syllabus	EDLEAD 578- The course learning activities meet Idaho Standard 6 through structured readings, assignments, scenario-based PBLs, and leadership reflection activities, candidates demonstrate the knowledge, skills, and dispositions necessary to strengthen the professional capacity of district and school personnel.
	EDLEAD 677 Leading Continuous System-Wide Improvement of Learning	EDLEAD 677- Through scenario creation, instructional leadership analysis, staff hiring, budget alignment, policy exploration, and the development of a personalized theory of action, candidates demonstrate the knowledge, skills, and dispositions necessary to enhance the professional capacity of district and school personnel in special education. These activities provide clear evidence that candidates meet Idaho Standard 6 ensuring they are prepared to lead highly effective, collaborative, and student-focused special education programs.
	EDCIF558 Supervised Clinical Experience Syllabus	EDCIFS 558- This course supports Idaho Standard 6 by strengthening the professional capacity of district and school personnel through active, site-based engagement. Candidates develop and apply the knowledge, skills, and professional dispositions necessary to lead equitable and culturally responsive special education systems. These authentic experiences provide clear evidence of candidates' ability to implement inclusive practices and to build organizational capacity that supports equity and culturally responsive leadership across educational settings.
	EDSPED 559 Coaching and Leadership in Special Education Syllabus	EDSPED 559- Through collaborative PLC discussions, the Pecha Kucha Project, instructional leadership analysis, budget alignment, and policy exploration, candidates demonstrate the knowledge, skills, and dispositions necessary to strengthen the professional capacity of district and school personnel in special education. This evidence confirms that candidates meet Idaho Standard 6 ensuring they are prepared to lead effective, collaborative, and student-centered special education programs.
Idaho Standards for Directors of Special Education ● Standard 7: Professional Community for Teachers	*For an overview of how the curriculum meets the Idaho Standards and endorsement requirements, please see the Curriculum Map.*	Standard 7 is met through courses EDLEAD 578 (6 Credits) EDLEAD 677 (6 Credits) EDSPED 559 (3 Credits) EDSPED 540 (3 Credits).
	EDLEAD 578- Leading System Change Syllabus	EDLEAD 578- This course meets Idaho Standards 7 by preparing aspiring administrators to support and strengthen professional communities through

		intentional professional development and collaborative leadership practices. The course includes targeted activities, such as a theory of action paper, focused on designing and facilitating professional development for teachers.
	EDLEAD 677 Leading Continuous System-Wide Improvement of Learning	EDLEAD 677- EDLEAD 677 meets Standard 7: Professional Community for Teachers by preparing candidates to foster professional communities of teachers and other professional staff that promote each student's academic success and well-being. Candidates examine how district systems, such as professional learning structures and principal evaluation systems, support coherent instructional leadership and educator growth across schools..
	EDSPED 559 Coaching and Leadership in Special Education Syllabus	EDSPED 559:This course meets Idaho Standard 7: Professional Community for Teachers by engaging candidates in the study and application of coaching and leadership practices that foster collaboration, reflection, and continuous professional learning. Through applied activities and the Philosophy of Leadership and Coaching in Special Education final paper or presentation, candidates demonstrate readiness to support educators through coaching, feedback, and shared problem-solving to improve inclusive practice.
	EDSPED 540 Disability/Special Education Law Syllabus	EDSPED 540: The Disability/Special Education and the Law course meets Idaho Standard 7: Professional Community for Teachers by engaging candidates in collaborative learning and the design of professional development that strengthens educators' shared understanding of special education law, ethical responsibilities, and inclusive practice. Through course discussions, applied activities, and the Comprehensive Final Project, candidates develop a 40-minute professional development module for educators focused on applying legal requirements in school settings. This work prepares candidates to contribute to and support professional communities through shared learning, informed decision-making, and collective responsibility for serving students with disabilities.
Idaho Standards for Directors of Special Education ● Standard 8: Meaningful Engagement of Families and Community	*For an overview of how the curriculum meets the Idaho Standards and endorsement requirements, please see the Curriculum Map.* EDLEAD 577- Leading Teaching and Learning Syllabus	Standard 8 is met through courses EDLEAD 577 (6 Credits) EDLEAD 677 (6 Credits) EDSPED 517 (3 Credits). EDLEAD 577: This course meets Standard 8: Meaningful Engagement of Families and Community by preparing school building leaders to build and sustain strong, respectful partnerships with families and community members that support student

		learning and well-being. The course emphasizes leadership practices that support and strengthen teachers' communication with families across diverse school communities. Course content includes intentional application of the Danielson Framework for Teaching, with emphasis on Domain 4: Professional Responsibilities, specifically 4c: Communicating with Families, to guide effective, consistent, and culturally responsive family engagement practices.
	EDLEAD 677 Leading Continuous System-Wide Improvement of Learning	EDLEAD 677: This course meets Standard 8: Meaningful Engagement of Families and Community by preparing candidates to lead systems (districts and schools) that support effective, respectful, and culturally responsive engagement with families and communities. Course content includes focused examination of the principal evaluation, specifically the standard of engaging families and communities.
	EDSPED 517: Universal Behavior Systems syllabus	EDSPED 517: This course meets Standard 8 by preparing candidates to engage families and community members in meaningful, reciprocal partnerships that support each learner's academic success and well-being. Through the Family & Community Involvement Module, candidates examine strategies for collaborating with families and community partners as part of comprehensive, schoolwide behavior support systems. Candidates develop the knowledge and skills needed to integrate family and community perspectives into universal behavior systems, strengthening shared responsibility for student success.
Idaho Standards for Directors of Special Education ● Standard 9: Operations and Management	*For an overview of how the curriculum meets the Idaho Standards and endorsement requirements, please see the Curriculum Map.*	Standard 9 is met through courses EDLEAD 578 (6 Credits) EDLEAD 676 (6 Credits) EDCI 558 (3 Credits).
	EDLEAD 578- Leading System Change Syllabus	EDLEAD 578: The course meets Standard 9 through the Special Education PBL activity, which prepares candidates to make informed operational and resource-management decisions from an administrator's perspective. Candidates apply legal, fiscal, and organizational frameworks to authentic scenarios involving special education and Section 504, strengthening their ability to manage systems that promote equity, compliance, and student well-being.
	EDLEAD 676- Foundations of Leading Complex Educational Organizations Syllabus Capitol Visit	EDLEAD 676: This course meets Standard 9 by preparing candidates to manage district operations and resources in ways that promote the academic success and well-being of all students. The course emphasizes a district-level systems perspective on school finance and fiscal leadership through readings

		on school funding, a visit to the Idaho State Capitol to meet with legislators, a problem-based learning experience in finance and fiscal management, and a budgeting project. Through these applied learning experiences, candidates develop the knowledge and skills needed to understand funding sources, align budgeting decisions with district mission and priorities, and allocate resources strategically to meet diverse student needs.
	EDCIF558 Supervised Clinical Experience Syllabus	EDCI 558: The Director of Special Education Internship meets Standard 9: by providing candidates with supervised, field-based experiences focused on managing district operations and resources in special education. Through the internship, candidates apply knowledge of budgeting, staffing, service delivery, and compliance to real-world administrative responsibilities, strengthening their capacity to align resources with district priorities and student needs to support academic success and well-being.
Idaho Standards for Directors of Special Education ● Standard 10: Continuous School and District Improvement	*For an overview of how the curriculum meets the Idaho Standards and endorsement requirements, please see the Curriculum Map.*	Standard 10 is met through EDLEAD 578 (6 credits) and EDLEAD 678 (6 credits) and EDSPED 558 (3 credits) and EDCIFS 558 (3 credits).
	EDLEAD 578- Leading System Change Syllabus	EDLEAD 578- Through the combination of PBL scenario-based activities, course readings, and class participation, candidates meet Idaho Standard 10. These experiences provide clear evidence that candidates are prepared to lead data-informed, research-based initiatives that improve teaching, learning, and student outcomes within special education programs and across the district.
	EDLEAD 677 Leading Continuous System-Wide Improvement of Learning	EDLEAD 677- Through creating ideal learning environment scenarios, analyzing the superintendent's role as instructional leader, designing budget processes aligned with district goals, examining policy and lawmaking responsibilities, and articulating a personalized theory of action, candidates demonstrate the knowledge, skills, and dispositions necessary to lead continuous improvement. A Day at the Capitol activity provides clear evidence that candidates meet Idaho Standard 10 preparing them to implement data-informed, evidence-based initiatives that enhance instructional programs, organizational systems, and student outcomes in special education.
	EDSPED 558 Assessment in Special Education Syllabus	EDSPED 558- By integrating course readings, scenario-based PBL activities, active class participation, and applied internship experiences, candidates build the knowledge, skills, and dispositions needed to promote continuous school improvement. Candidates are prepared to lead

		data-driven initiatives that enhance instructional planning, curriculum implementation, and student outcomes, fulfilling the responsibilities of a Director of Special Education in advancing effective, evidence-based practices.
	EDCIF558 Supervised Clinical Experience Syllabus	EDCIFS 558- Completion of the internship course provides clear evidence that candidates meet Idaho Standard 10. Candidates demonstrate the knowledge, skills, and dispositions necessary to lead data-informed, evidence-based initiatives that enhance programs, services, and student outcomes in special education, ensuring continuous growth and improvement within schools and districts.

NEW PROGRAM APPROVAL GUIDE

1.3 IDAHO EDUCATIONAL EXPECTATIONS **Educator Preparation Providers integrate State Board of Education policies and procedures and Idaho Rules Governing Uniformity into the preparation of candidates.**		
Component	**How is each standard met? What is the plan to meet the standard? Please share your program design, narrative, and evidence. (Eg. - Course Titles, Course Numbers, Course Credits, Syllabi, Course Description, Module Information, Assessment, Projects, Evidence of Student Learning)**	
	Evidence Item (Only link to PDFs)	**Narrative/Rationale for Meeting Standard**
Certificate and Endorsement Requirements **(IDAPA 08.02.02)** *Show how your sequence of courses/modules/evidence of student learning meet the requirements in policy and rule.	Sequence of courses and alignment to Idaho Standards and endorsement requirements can be viewed on the Curriculum Map.	Idaho certification and endorsement requirements are addressed through a sequenced set of courses aligned to state policy and administrative rule, as documented in the program's **Curriculum Map** and corresponding **Endorsement Requirements** tab. The Curriculum Map explicitly links each required standard to specific courses; and linked syllabi in the map help identify where candidates develop and demonstrate required competencies. Evidence of candidate learning is embedded throughout the sequence and includes key assessments such as supervision and evaluation projects, theory-of-action papers, problem-based learning scenarios, and applied field-based experiences. These artifacts provide documented evidence that candidates meet the knowledge, skills, and dispositions required by Idaho at both the school and district leadership levels. The program sequence has undergone a comprehensive university approval process, including review by Boise State University's College of Education Curriculum Committee, approval by the Provost's Office, and inclusion on the State Board of Education's three-year plan. In addition, many courses in the proposed sequence were reviewed as part of the Spring 2024 State Review "Check", and the advanced programs housing these offerings are accredited by CAEP, further validating alignment with state requirements and evidence-based preparation standards.
Idaho Teaching Framework for Evaluation **(IDAPA 08.02.02)**	EDLEAD 577- Leading Teaching and Learning Syllabus	In EDLEAD 577, supervision and evaluation are treated as central functions of instructional leadership rather than compliance activities. The course develops candidates' knowledge of effective instruction, adult learning, and the legal and contractual foundations of evaluation, while emphasizing the use of the Danielson Framework for Teaching as a common evaluative language. Candidates engage in applied supervision through structured pre-observation, observation, and post-observation cycles, demonstrate interrater reliability, and complete full evaluation artifacts supported by evidence and rationale. Supervision and evaluation competencies are assessed through field-based work, problem-based learning scenarios, portfolios, presentations, and a formal observation and evaluation exam, reinforcing evaluation as a tool for professional growth, accountability, and continuous school and school district improvement.

NEW PROGRAM APPROVAL GUIDE

	EDLEAD 677 Leading Continuous System-Wide Improvement of Learning	In EDLEAD 677, supervision and evaluation are addressed at the system and district leadership level, emphasizing the administrator's role in ensuring instructional quality and professional capacity across schools. The course examines supervision and evaluation as levers for continuous system-wide improvement, integrating theory, research, and practice related to evaluating instructional personnel and managing human resources. Candidates develop skills in using observations, collaborative reflection, and data to support professional growth plans, align evaluation with district vision and instructional priorities, and sustain high expectations for professional practice. Supervision and evaluation competencies are assessed through applied projects such as the Principal/Director Evaluation Project, problem-based learning scenarios focused on human resources and instructional leadership, and theory-of-action work, reinforcing evaluation as a strategic function tied to culture, accountability, and continuous improvement rather than isolated personnel actions.
STANDARD TWO: CLINICAL EXPERIENCE **Educator Preparation Providers ensure diverse high-quality clinical experiences to develop knowledge, skills, and professional dispositions in candidates and educators.**		
2.1 CLINICAL PRACTICE **Educator Preparation Providers include clinical practice of depth, breadth, coherence, and duration to enable candidates or educators to demonstrate proficiency in their area of endorsement.**		
Component	**How is each standard met? What is the plan to meet the standard? Please share your program design, narrative, and evidence. (E.g. - Course Titles, Course Numbers, Course Credits, Syllabi, Course**	

	Description, Module Information, Assessment, Projects, Evidence of Student Learning)	
	Evidence Item (Only link to PDFs)	**Narrative/Rationale for Meeting Standard**
Clinical preparation depth, breadth, coherence, and duration	EDCI558: Supervised Clinical Field Experience Syllabus	Field experience is covered in the course **EDCI558: Supervised Clinical Field Experience (3 credits)**. This is required supervision for candidates adding an endorsement to a current teaching certificate or for alternate route initial certification. Full-time classroom placement with performance assessment aligned with state certification requirements. Placement and credits required are determined by the Office of Teacher Education. (Note: Clinical Experience requires 150 hours working with a practicing special education director and include an inquiry project based on continuous school improvement.)
Comprehensive clinical experience	Please see the checklist candidates complete and submit and which is kept on file.	The graduate certificate in Special Education Director aligns with the Idaho Director of Special Education Administrator endorsement. To apply for this endorsement candidates must verify a minimum of four years of certified work in a K-12 setting by the time they apply for the Special Education Director endorsement.

NEW PROGRAM APPROVAL GUIDE

Signatures			
Signature of the College/Program Chair, Director, or Other Designee	Rachel Kamnkhwani	**Date**	1/28/2026
Signature of the College of Education Dean or Educator Preparation Provider Head Official	Sherry Dismuke	**Date**	1/28/2026

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

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

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

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

NEW PROGRAM APPROVAL GUIDE

Audit trail

Details

FILE NAME	New Program Application_Boise State_SPED Director_Jan 2026 - 1/28/26, 3:39 PM
STATUS	Signed
STATUS TIMESTAMP	2026/01/28 23:17:02 UTC

Activity

SENT	katiemathias@boisestate.edu **sent** a signature request to: • Rachel Kamnkhwani (rachelkamnkhwani@boisestate.edu) • Sherry Dismuke (cheryledismuke@boisestate.edu)	2026/01/28 22:39:58 UTC
SIGNED	**Signed** by Rachel Kamnkhwani (rachelkamnkhwani@boisestate.edu)	2026/01/28 23:09:52 UTC
SIGNED	**Signed** by Sherry Dismuke (cheryledismuke@boisestate.edu)	2026/01/28 23:17:02 UTC
COMPLETED	This document has been signed by all signers and is **complete**	2026/01/28 23:17:02 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.

Attachment B – Reviewers and Qualifications
Boise State SPED Certificate and Endorsement Program Approval

Ramona Lee
Special Education Director
West Ada School District
Served - Professional Standards Commission
Idaho Local Practicing K-12 Administrators
Idaho Experts from the Field and experience with the Educator Preparation Program Review

Dr. Emma Wood
Assistant Dean of Educator Preparation
Idaho State University
Served - Professional Standards Commission
Approved Idaho Educator Preparation Program Staff
Idaho Experts from the Field and experience with the Educator Preparation Program Review

Kathryn Vestre
Special Education Teacher
West Ada School District
Idaho Local Practicing K-12 Educators

SUBJECT

Boise State University Literacy Specialist Program Application

BACKGROUND

In March 2026, the Boise State University Educator Preparation Program (EPP) applied for a new Early Literacy Specialist endorsement program. In alignment with Board Policy IV.D., a review team including educator preparation and content area experts was recruited to provide a recommendation to the Board.

The new endorsement application review was conducted asynchronously. Reviewers considered application evidence in its entirety before making any determinations on alignment between the EPP's submission and the expectations outlined in state law and Board Policy. Reviewers were further guided to focus on whether the application and supporting materials provided adequate evidence that each required competency would be addressed by the program rather than subjective determinations of the quality of specific pieces of evidence.

PROPOSAL

The review process revealed that all program components were found to be in alignment with the required competencies. The review team recommends approval of the Boise State University Literacy Specialist endorsement program.

The reviewers' ratings and comments were captured by the review facilitator and used to create the BSU Literacy Specialist Program Application Review Report, Attachment 1.

IMPACT

Approval of Boise State University's application for a new Literacy Specialist endorsement program would allow the institution's educator preparation program to offer a Literacy Specialist endorsement program and to begin accepting candidates. Newly-approved endorsement programs are added to the Educator Preparation Provider's State Review, which occurs on a seven-year cycle.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The process used to make recommendations regarding new endorsement programs offered by Idaho's approved educator preparation programs is thorough and was carried out according to Board Policy.

Board staff recommends approval.

ATTACHMENTS

Attachment 1 – BSU Literacy Specialist Program Application Review Report

BOARD ACTION

I move to approve Boise State University's Literacy Specialist endorsement program application.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

APPLICABLE STATUTE, RULE OR POLICY

Idaho Code § 33-114
IDAPA 08.02.02, Rules Governing Uniformity
Board Policy IV.D. Educator Preparation, Certification, and Standards

REFERENCE

August 2023	Board approved the Idaho Standards for Educator Preparation Providers.
February 2024	Board approved Brigham Young University–Idaho's K-12 Literacy Endorsement Program application.
April 2024	Board approved Northwest Nazarene University's Early Literacy Endorsement Program application.
June 2024	Board approved amendments to Board Policy IV.D. regarding educator preparation, certification, and the educator preparation program standards.
December 2024	Board approved Idaho State University's Early Literacy Endorsement Program application.

Boise State Early Literacy Endorsement Program Approval
Report to the Office of the State Board of Education

Recommendation: APPROVED

Upon thorough review in accordance with the policies set forth by the Office of the State Board of Education, Boise State University's Early Literacy Endorsement Program is recommended for approval.

Overview:

The following constitutes ***formal approval*** of Boise State University's Early Literacy Endorsement Program. The completed *New Endorsement Application* was received in March of 2026 and a team was assembled to review the application materials in accordance with Board Policy. The application is included here as *Attachment A*. Minimum requirements for reviewers include one member of the Professional Standards Commission and members from at least two of the following groups:

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

For a list of reviewers and their qualifications, please see *Attachment B*. The review was completed asynchronously over a period of three weeks, though the team met at least weekly to review materials, discuss findings, and ultimately came to consensus on the approval of the program.

Instructions to reviewers and initial findings:

Reviewers were instructed to review the application evidence in its entirety before making any determinations on alignment between required IDAPA competencies and the EPP's submission. Reviewers were additionally instructed that the goal of the initial approval process was to objectively identify if the program application and supporting materials provided adequate evidence that each competency was being addressed by the program, and not to offer subjective determinations on the quality of the evidence.

The reviewers' ratings and comments were captured utilizing a Google Form (the original program approval form created through a shared Microsoft Word program was not functional). A copy of the form used to collect reviewer responses, and all reviewer comments, are included in *Attachment C*.

Upon initial review, all program components were found to be in alignment with the required competencies. Two reviewers, both teacher-leaders and literacy specialists for the West Ada School District, expressed concern about only one component, "Data analysis related to early recognition of literacy difficulties including characteristics of dyslexia." The EPP provided additional explanation and support materials and all concerns were resolved.

Boise State University Early Literacy Endorsement Program

Application Review Results

Component- IDAPA Competency	Alignment	Gap Identified	Final Determination
Minimum of 20 credits	Complete		**Aligned**
Methods of teaching reading and writing	Complete		**Aligned**
The body of knowledge regarding the science of reading	Complete		**Aligned**
The cognitive process of learning to read and write	Complete		**Aligned**
Phonological and phonemic awareness	Complete		**Aligned**
Oral language development	Complete		**Aligned**
Phonics	Complete		**Aligned**
Vocabulary	Complete		**Aligned**
Fluency	Complete		**Aligned**
Comprehension	Complete		**Aligned**
Diagnostic literacy assessments and analysis leading to the development and implementation of individual reading improvement plans	Complete		**Aligned**
Data analysis related to early recognition of literacy difficulties including characteristics of dyslexia	Complete	Though program evidence objctively aligned upon initial review, practitioners requested additional information from the EPP. Upon receipt, they were satisfied that this areas was being adequately addressed.	**Aligned**
Data driven instruction and intervention	Complete		**Aligned**
Language acquisition and development	Complete		**Aligned**
Stages of reading and writing development	Complete		**Aligned**
Early elementary reading and writing resources	Complete		**Aligned**

NEW PROGRAM APPROVAL GUIDE

New Endorsement Program Application

Name of Educator Preparation Provider	**Boise State University**	
New Program name	**Early Literacy and Language Intervention (K-3) Teaching Endorsement**	
Date	**March 24, 2026**	
Certification/Endorsement	**Early Literacy (K-3) Endorsement**	
Component	**How is each standard met? What is the plan to meet the standard?**	
	Evidence Item (Only link to PDFs)	**Narrative/Rationale for Meeting Standard**
Endorsement Requirements *Early Literacy (K-3). Twenty (20) semester credit hours to include coursework in methods of teaching reading and writing; the body of knowledge regarding the science of reading; the cognitive process of learning to read and write; phonological and phonemic awareness; oral language development; phonics, vocabulary, fluency, and comprehension; diagnostic literacy assessments and analysis leading to the development and implementation of individual reading improvement plans; data analysis related to early recognition of literacy difficulties including characteristics of dyslexia; data driven instruction and intervention; language acquisition and development; stages of reading and writing development; early elementary reading and writing resources including children's literacy advocacy strategies for meeting the needs of struggling readers and writers; and the Idaho Comprehensive Literacy Plan*	**Overview of new endorsement at Boise State**	This overview outlines the proposal for a 23-credit Idaho Early Literacy (K-3) Endorsement at Boise State, including coursework designed to develop educator expertise in the sciences of literacy to effectively identify and address reading challenges.
	Matrix: Endorsement Language to Course	This matrix maps the components in the endorsement language to the courses where they're explicitly taught and assessed.
	Curriculum Map	This map includes the standards, catalog description, and course orientation guide (COG) for each of the courses required for the Early Literacy (K-3) endorsement. COGs are used in the College of Education to identify standards and requirements for each course, and ensure that certain non-negotiable course elements and alignment across programs remains consistent from one semester to the next, regardless of instructor.

Signatures			
Signature of the College/Program Chair, Director, or Other Designee	Eun Hye Son	**Date**	March 24, 2026
Signature of the College of Education Dean or Educator Preparation Provider Head Official	Sherry Dismuke	**Date**	March 24, 2026

Audit trail

Details

FILE NAME	New Endorsement Program Application_Boise State_Early Literacy (K-3) - 3/24/26, 12:13 PM
STATUS	Signed
STATUS TIMESTAMP	2026/03/24 20:10:32 UTC

Activity

SENT	katiemathias@boisestate.edu **sent** a signature request to: • Eun Hye Son (eunhyeson@boisestate.edu) • Sherry Dismuke (cheryledismuke@boisestate.edu)	2026/03/24 18:14:28 UTC
SIGNED	**Signed** by Sherry Dismuke (cheryledismuke@boisestate.edu)	2026/03/24 19:27:16 UTC
SIGNED	**Signed** by Eun Hye Son (eunhyeson@boisestate.edu)	2026/03/24 20:10:32 UTC
COMPLETED	This document has been signed by all signers and is **complete**	2026/03/24 20:10:32 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.

Attachment B – Reviewers and Qualifications
Boise State SPED Certificate and Endorsement Program Approval

Dr. Emma Wood
Assistant Dean of Educator Preparation
Idaho State University
Served - Professional Standards Commission
Approved Idaho Educator Preparation Program Staff
Idaho Experts from the Field and experience with the Educator Preparation Program Review

Sara Oliveira
Literacy Specialist
Special Education Teacher
West Ada School District
Idaho Local Practicing K-12 Educators

Kendra Geary
Early Literacy Coordinator
West Ada School District
Idaho Local Practicing K-12 Administrator

SUBJECT

Board Policy I.B. Board Procedures Repeal – Second Reading

BACKGROUND

Board Policy I.B. Board Procedures outlines the process for establishing procedures that detail how Board policies are executed. Board Policy I.B. has not been updated since 2008, and the Board does not currently have any established Board Procedures. Rather, the methods and practices for implementation are typically outlined within their appropriate policies, while additional details not needing Board approval may be outlined in non-binding guidance documents.

The Board approved the first reading of Board Policy I.B. at the June 2026 meeting. No changes were made between the first and second readings.

PROPOSAL

The proposed amendment is a full repeal of Board Policy I.B. Board staff has consulted with legal counsel on this approach.

IMPACT

If the proposed amendment is approved, Board Policy I.B. will be repealed.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff has confirmed that Board Policy I.B. is not necessary and that no Board Procedures are in use.

Board staff recommends approval.

ATTACHMENTS

Attachment 1 – Board Policy I.B. Redline

BOARD ACTION

I move to approve the second reading of amendments to Board Policy I.B. Board Procedures, as provided in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

APPLICABLE STATUTE, RULE OR POLICY

Board Policy I.B. Board Procedures

REFERENCE

June 2026	Board approved the first reading of the proposed repeal of Board Policy I.B.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: I. GENERAL GOVERNING POLICIES AND PROCEDURES

~~SUBSECTION: B. Board Procedures~~ ~~December 2008~~

1. ~~Definition~~

~~Board Procedures clarify the Governing Policies and are statements of procedure adopted by the Board concerning the management and operation of the institutions, the agencies, and the Board itself. The Procedures are intended to deal with specific methods or issues within the broad framework of the Governing Policies. Board actions directed to particular situations or intended to direct or guide an individual institution or agency are not to be construed as Board Procedures.~~

~~2. Adoption, Amendment, or Repeal of Board Procedures~~

~~a. Board procedures may be adopted by a majority vote at any regular or special meeting of the Board. The adoption, amendment, or repeal of a Board procedure may be requested by any member of the Board, the executive director, or any chief executive officer. Persons who are Board employees, or students or student groups, must file a written request with the chief executive officer at an institution or agency, or his or her designee, to receive Board consideration. An Idaho resident other than those described above, may file a written request with the executive director for Board consideration of a proposal. Regardless of the source, a statement of the proposed adoption, amendment, or repeal must be presented to the executive director for transmittal to the Board. If the subject matter of the presentation concerns an agency, institution, or department of the Board, the executive director also notifies the appropriate chief executive officer of the nature of the request.~~

~~b. Board action on any proposal is not taken earlier than the next regular or special meeting following Board approval for first reading. During the interim between the first reading and Board action, the chief executive officers seek to discuss and review the proposal with faculty, staff, or other Board employees and students or student groups, as appropriate. The chief executive officers transmit summaries of oral statements and written comments on the proposal to the executive director. After thorough consideration, the proposal is presented by the executive director to the Board for action.~~

SUBJECT

Board Policy VII.A. CTE General Policies and Definitions – Second Reading

BACKGROUND

Federal law under the Strengthening Career and Technical Education for the 21st Century Act, known as Perkins V, establishes definitions for career technical education, including the term "concentrator student." Current Board policy includes similar definitions that overlap with federal statute.

As federal requirements and program implementation have evolved, differences have emerged between the language used in Board policy and federal law.

The Board approved the first reading of Board Policy I.B. at the June 2026 meeting. No changes were made between the first and second readings.

PROPOSAL

Proposed amendments to Board Policy VII.A. update definitions to align them to Perkins V. The "concentrator student" definition shifts from a focus on capstone course enrollment to setting a minimum number of courses for secondary students and a minimum number of credits for postsecondary students. The second proposed change is the addition of a definition for "technical advisory committee (TAC)" as "industry experts that advise CTE programs."

IMPACT

Approval of the amendments will align state definitions with federal law, and it will allow the Division to be more responsive to the needs expressed by our secondary CTE Administrators and teachers.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The proposed amendments to Board Policy VII.A. improve clarity and align definitions to federal law. Board staff recommends approval.

ATTACHMENTS

Attachment 1 – Board Policy VII.A. Redline

BOARD ACTION

I move to approve the second reading of amendments to Board Policy VII.A. as provided in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-22
Board Policy VII.A. General Policies and Procedures

REFERENCE

August 2023	Board approved the second reading of proposed amendments to Board policy moving policies specific to the Division of Career Technical Education from Subsection IV.E. to Section VII.
June 2024	Board approved the second reading of proposed amendments to Board Policy VII.A. and VII.B., setting the process and reporting requirements for updating career technical education program standards.
June 2026	Board approved the first reading of proposed amendments to Board Policy VII.A.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: VII. DIVISION OF CAREER TECHNCIAL EDUCATION
Subsection: A. General Policies and Definitions ~~June 2024~~August 2026

1. Purpose

   The Division of Career Technical Education (Division) provides leadership and coordination for programs in career technical education in various parts of the state. The general purpose of the Division is to carry out the governing policies and procedures of the Board and the applicable provisions of state and federal career technical education regulations assigned to the Division and the implementation of Chapter 22, Title 33, Idaho Code.

2. Delegation of Authority

   The Administrator is the chief program and administrative officer of the Division, is appointed by, and serves in this position at the pleasure of the Board. The Administrator of the Division of Career Technical Education serves as the chief executive officer of the statewide career technical education system with the responsibility to supervise and manage career technical education programs in Idaho within the framework of the Board's Governing Policies and Procedures for the organization, management, direction, and supervision of the agency and is held accountable by the Board for the successful functioning of the institution or agency in all of its units, divisions, and services pursuant to Board Policy I.E. Executive Officers. Matters brought before the Board in its capacity as the State Board of Career Technical Education shall follow the same policies and procedures established by the Board for all agencies and institutions under its governance.

3. Internal Policies and Procedures

   The chief executive officer may establish additional policies and procedures for the internal management of the Division of Career Technical Education that complement, but do not supplant, the Governing Policies and Procedures of the Board. Such internal policies and procedures are subject to Board review and action.

3. Definitions

   a. Concentrator Student means a secondary student ~~enrolled in a capstone course~~who has completed at least two courses in a single career technical education program or program of study, or a postsecondary student who has earned at least 12 credits within a career technical education program or program of study or completed a postsecondary program if the program encompasses fewer than 12 credits or the equivalent in total.

b. Local Education Agencies means a public-school district or charter school, including specially chartered districts.

c. Technical Advisory Committee (TAC) mean a group of industry experts who work with educators to advise career technical education programs on up-to-date knowledge and skills necessary for students to move into the workforce or complete industry recognized certification or educational requirements. TAC's may be established for a single program area with representatives from multiple industries within the program area or at the industry level. TACs are encouraged to include secondary and postsecondary educators within the local area.

~~c~~d. Technical College Leadership Council (TCLC) means the career technical education deans of the six regional public technical colleges in Idaho.

~~d~~e. Technical Skill Assessment means an assessment given at the culmination of a pathway program during the capstone course and measures a student's understanding of the technical requirements of the occupational pathway.

~~e~~f. Workplace Readiness Assessment means an assessment of a career technical education student's understanding of workplace expectations.

4. Functions

The Division provides statewide leadership, administration, supervision, planning, and coordination for career technical education activities in Idaho. The major functions include:

a. Statewide Administration: maintaining a qualified professional staff to provide statewide leadership and coordination for career technical education and the programs offered in accordance with applicable state and federal regulation, Fire Service Training and STAR Motorcycle Safety Program.

b. Supervisory and Consultative Services: providing technical assistance to local education agencies to assist in the implementation and maintenance of career technical education programs including support and leadership for student organizations and education equity.

c. Planning: assisting local education agencies in the development of annual plans and data collection and analyzing services for the establishment of a five-year plan, annual plans, and accountability reports from the local education agencies.

d. Evaluation: conducting and coordinating career technical education evaluations in accordance with state and federal guidelines to monitor program activities and to determine the status of program quality in relation to established standards and access.

e. Budget Preparation: preparing annual budgets and maintaining a statewide finance and accountability system.

f. Program and Professional Improvement: initiating and coordinating research, curriculum development, process improvement, and staff development statewide.

g. Management Information: collecting, analyzing, evaluating and disseminating data and program information which provides a comprehensive source of accurate, current, and easily accessible information for statewide decision making.

h. Coordination: providing liaison with related state agencies and organizations, business and industry, and community-based organizations.

5. Organization.

The programs and services of the Division are organized into two (2) broad segments: (a) Regular Occupational Programs and (b) Special Programs and Support Services.

a. Regular Occupational Programs are programs designed to prepare students at the secondary and postsecondary levels with the skills, knowledge, attitudes, and habits necessary for entry-level employment in recognized occupations in Idaho regions, and may extend to the Northwest and nationally. These programs also provide the supplemental training to upgrade the skills of those citizens of Idaho who are currently employed. Regular programs include, but are not limited to, clusters and pathways in the following program areas:

i. Agriculture, Food and Natural Resources;
ii. Business and Marketing;
iii. Engineering and Technology Education;
iv. Family and Consumer Sciences and Human Services;
v. Health Professions and Public Safety;
vi. Trades and Industry;
vii. Individualized Occupational Training;
viii. Workplace Readiness; and
ix. First Steps: Understanding the World of Work (career pathways)

A program quality manager is employed in each program area to provide leadership and technical assistance to local education agencies. Program areas and pathways may be added in emergent areas as identified through the comprehensive local needs assessment processes. Emergent areas may be added on a conditional basis pending development of appropriate standards. The Administrator shall report to the Board, no less than annually, the standards that have been reviewed, the standards that have been updated, and any emergent or new program areas that are being developed.

b. Special Programs and Support Services are special programs designed to serve students who are considered special populations, students with special needs, and include other program activities not considered occupational in nature. These programs include Single Parent/Displaced Homemaker, Education Equity, and middle school career technical education.

c. Through state and federal regulations, or by contract for administration, the Division may supervise and manage other career technical training programs as appropriate.

SUBJECT

Board Policy VII.B. CTE Program Delivery - Second Reading

BACKGROUND

Approved secondary career technical education programs are eligible to receive program added-cost funds, subject to the availability of funds appropriated to the Division. Board Policy VII.D. establishes provisions governing the delivery of career technical education programs including the allowable use of program added-cost funds.

The Board approved the first reading of Board Policy VII.B. at the June 2026 meeting. No changes were made between the first and second readings.

PROPOSAL

Proposed amendments to Board Policy VII.B. address two (2) aspects of the policy: language improvements based on feedback from the field to ensure accuracy and relevancy of the policy, and changes to the allowable uses of program added-cost funds. The proposed amendments in sub-section 2.g. incorporate the following changes to the use of added-cost funds:

- Clarify that added-cost funds are intended to supplement, not supplant, other district funding
- Remove restrictions on assessment re-takes
- Clarify that coverage of chaperone costs for eligible travel is allowable
- Removing the 10% cap on student transportation costs associated with participation in career technical student organization conferences or events
- Improve clarity of language related to expenses for which added-cost funds may not be used

The most significant changes in the proposed policy address travel costs for student participation in leadership opportunities and statewide skills competitions, which are a critical part of the overall CTE program experience. Increased transportation costs have had a disproportionate impact on rural programs, limiting the students' ability to participate in the state level competitions.

IMPACT

Approval of the amendments will improve the clarity of the policy and allow the Division to be more responsive to the needs expressed by our secondary CTE Administrators and teachers.

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The proposed policy amendments improve clarity and address the needs of rural students by ensuring that travel costs do not impede their participation in CTE leadership activities and competitions.

Board staff recommends approval.

ATTACHMENTS

Attachment 1 – Board Policy VII.B. Redline

BOARD ACTION

I move to approve the first reading of amendments to Board Policy VII.B. as provided in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-22
Board Policy VII.B. Program Delivery

REFERENCE

August 2023	Board approved second reading of proposed amendments to Board policy moving policies specific to the Division of Career Technical Education from Subsection IV.E. to Section VII.
June 2024	Board approved second reading of proposed amendments to Board Policy VII.A and VII.B., setting out the process and reporting requirements for updating career technical education program standards.
June 2026	Board approved first reading of proposed amendments to Board Policy VII.B.

Idaho State Board of Education
GOVERNING POLICIES AND PROCEDURES
SECTION: VII. DIVISION OF CAREER TECHNCIAL EDUCATION
Subsection: B. Program Delivery ~~June 2024~~August 2026

1. Program Delivery

   Career technical education programs are made available at three (3) levels in Idaho -- secondary, postsecondary, and workforce training/adult education.

2. Secondary Programs

   a. Secondary Programs are provided through participating local education agencies and career technical centers. Secondary programs are established by the Division and may be categorized as either a cluster program or a pathway program.

   b. Cluster Program: provides introductory and intermediate courses as an introduction to a career technical area and the opportunity to learn workplace readiness expectations. A cluster program must meet the following requirements:

      i. Consist of a variety of foundation and intermediate courses within a single Career Cluster. The program does not culminate in a capstone course.
      ii. Offer a program that is three or more semesters (or the equivalent) in length.
      iii. Demonstrate a strong career/workplace readiness skills alignment.
      iv. Participate in a related Career Technical Student Organization.
      v. Maintain an active Technical Advisory Committee to guide program development and foster industry engagement.
      vi. Requires a nationally validated, industry-based Workplace Readiness Assessment created to evaluate skills and attitudes needed for success in the workplace administered by an approved assessment developer as part of the program.

   c. Pathway Program: provides specific career area occupational preparation, the opportunity to learn workplace readiness expectations, and the knowledge and skill development required to transition into a similar postsecondary program or the workforce. A pathway program must meet the following requirements:

      i. Consist of a sequence of courses that culminate in a capstone course and aligns with career technical education pathway standards approved by the Career Technical Education State Administrator.
      ii. Offer a program that is three or more semesters (or the equivalent) in length.
      iii. Demonstrate a strong career/workplace readiness skills alignment.
      iv. Participate in a related Career Technical Student Organization.
      v. Maintain an active Technical Advisory Committee to guide program development and foster industry engagement.
      vi. Require the Workplace Readiness Assessment as part of the program.

vii. Demonstrate alignment to similar postsecondary program outcomes as well as to relevant industry recognized standards.
viii. Offer work-based learning experience opportunities for students (paid or unpaid).
ix. Require a pathway-identified Technical Skill Assessment for all students enrolled in the capstone course ~~(concentrators)~~.
x. Require a nationally validated, industry-based technical skill assessment administered by an approved developer.

d. All junior and senior concentrators are required to take the technical skill assessment associated with their program. In the event a senior concentrator is enrolled in a pathway program that does not yet have an approved technical skill assessment, that student will take only the workplace readiness assessment until the pathway program technical skill assessment has been approved.

e. All seniors enrolled in more than one career technical education course are required to take the workplace readiness assessment.

f. Secondary Program Approval

The Division accepts applications each year from local education agencies to establish new secondary career technical programs, change a program type or reactivate an inactive program. To be considered in a given fiscal year the application must be received no later than February 15. Only approved programs are eligible to receive added-cost funds, or additional career technical education funding including, Idaho Program Quality Standards, Program Quality Initiative, Workforce Readiness Incentive Grant, and federal Perkins funding. In order to receive added-cost funds, a program must also be taught by an appropriately certified career technical education ~~teacher~~instructional staff. Career technical education ~~teacher~~ educator certification requirements are established in IDAPA 08.02.02. Applications must be submitted in a format established by the Administrator.

The Division will evaluate applications on standard criteria. Approval of new programs and reactivation of inactive programs will be based on available funding; priority will be given to pathway programs. A local education agency must demonstrate that, as part of its decision for creating, changing, or reactivating a career technical program, the local education agency has considered the recommendations from a local technical advisory committee. If such a committee does not already exist, the local education agency must create a committee for the express purpose of evaluating local and~~/or~~ regional needs for the proposed career technical program and for providing guidance on the application for such program. Applications must indicate if the program is a cluster or a pathway program and will be evaluated according to the specific program type. Denial of applications will be based on failure to meet the application requirements, including but not limited to missing deadlines, information, failure to meet minimum program requirements

or failure to respond to any request for additional information within the timeframe specified in the application. Local education agencies will be notified of their application status on or before April 30 of the application year. Prior to receiving added-cost funds, the local education agency must submit the applicable statement of assurances, as outlined in the application approval letter.

i. Comprehensive high school new cluster programs will be evaluated on the following criteria:

1) Meeting minutes that reflect recommendations from the local technical advisory committee
2) Alignment with one of four approved cluster program areas
3) Provides basic workplace readiness skills
4) Connection to a Career Technical Student Organization (CTSO) supported by the Division
5) Representation on the technical advisory committee in alignment with the program area industry
6) Realistic, applied learning, provided through lab and industry-related activities
7) Facilities to accommodate the program with equipment and space
8) Agreement with the Statement of Assurances, as defined in the application

ii. Comprehensive high school new pathway programs will be evaluated on the following criteria:

1) Meeting minutes that reflect recommendations from the local technical advisory committee
2) Alignment with one of the approved pathway programs established by the Division
3) Provide basic workplace readiness skills
4) Consists of sequential, intermediate and capstone courses that meet the minimum requirements
5) Connection to a ~~Career Technical Student Organization (~~CTSO~~)~~ supported by the Division
6) Technical advisory committee that includes representatives from the identified occupational pathway
7) Realistic, applied learning, provided through lab and industry-related activities
8) Work-based learning opportunities
9) Regional need for the program, established through labor market data
10) Alignment with approved pathway standards
11) Alignment to related postsecondary program
12) Facilities to accommodate a pathway program with the appropriate and relevant equipment and space for the pathway

13) Agreement with the Statement of Assurances, as defined in the application

iii. Career Technical Center (CTC) pathway programs must meet the evaluation criteria for a new pathway program, as well as the criteria outlined in IDAPA 55.01.03.

g. Allowable Use of Program Added-Cost Funds

Program Aadded-cost funds are distributed to ~~school districts~~local education agencies to cover instructor and program expenses beyond those normally encountered by Idaho public schools at the secondary level. Program added-cost funds are to be used to supplement, not supplant, other district funding resources, including public school foundation payments generated by CTE educators and students. Allocations are calculated based on career technical education ~~teacher~~ instructional staff full-time equivalency (FTE) and must be used to support all career technical education programs in the ~~school districts~~local education agency. Added-cost funds may only be used for expenses directly related to an approved career technical education program in five (5) categories:

i. Instructional ~~and Program Promotion~~ Materials and Supplies

1) Single copy reference materials, including single-user electronic reference materials
2) Consumable student lab and classroom manuals
3) Consumable materials and supplies that support the instructional program
   a) National official CTSO dress chapter set (i.e., official dress to be retained and maintained by the local chapter).
   b) Consumable materials during an instructional activity to be used for fundraising (e.g., purchasing seeds to grow hanging baskets or steel used on a plasma cutter for metal art)
4) Workplace Readiness Assessment (WRA) and Technical Skill Assessment (TSA) exam costs ~~(excluding retakes) for those exams administered outside the Division-funded testing window~~
5) Web-based licensed products to support program instruction and management
6) Materials and supplies used in CTE program and CTSO promotion

ii. Equipment

1) Industry standard Eequipment costing $500 or more ~~per unit cost and having~~ with an expected life greater than two years (software is not considered equipment)

2) Industry standard ~~C~~computers and peripherals ~~necessary for program instruction~~ above and beyond equipment provided to academic classrooms

iii. Salaries

1) Time beyond the normal academic year to be defined as the last ~~school session calendar day of the current year and before the first session calendar day of the subsequent year~~day of the academic calendar year and before the first day of the subsequent academic calendar year, which should be a documented agreement between the ~~district~~ local education agency and the CTE instructor(s)
2) Time during the normal academic year for CTSO advisors who travel and stay in hotels to attend state and national leadership conferences with their students, beyond the normal school week to include one (1) day for a state~~-~~ leadership conference and two (2) days for a national leadership conference
3) For health professions programs only, time beyond the normal school day, i.e., evenings and weekends, for licensed professionals ~~teachers~~ delivering required instruction or supervision to students at clinical sites

iv. Contracts

1) Services contracted by the ~~district~~ local education agency for maintaining and repairing CTE equipment and for operating and maintaining CTE labs and shops (e.g., equipment service contracts and hazardous waste disposal)
2) Fees and expenses for supplemental specialized instruction (e.g., certified CPR trainer, OSHA certification instructor, short-term specialized instruction from subject matter expert~~, supplemental staff to supervise students in a clinical environment~~)

v. Travel and Professional Expenses

1) Instructor travel costs and fees for CTE-related professional development (e.g., conferences, seminars, workshops, state-sponsored meetings, summer conference, and back-to-industry experiences related to the CTE program)
2) Instructor and chaperone travel costs and fees related to CTE student activities and CTSO activities (e.g., conference registration fees, mileage, per diem, lodging); must follow district travel policies
3) Instructor membership dues for professional associations and CTSO affiliations related to program area.
4) ~~Up to ten percent (10%) of the CTE added-cost funding for s~~Student transportation within the state to a state-approved CTSO leadership conference or event

vi. Added-Cost Funds may not be used for:

1) Print textbooks, electronic textbooks, ~~and/~~or other electronic media used as the primary source of content delivery
2) Technology related to general instructional delivery (e.g., projectors, cell phones)
3) Classroom equipment, supplies, and web-based licensed products that are provided to all ~~district~~ local education agency ~~teachers~~ instructional staff and classrooms
~~4) Fundraising equipment and supplies~~
~~5)~~4) Equipment ~~not~~ unrelated to program instruction
~~6)~~5) Salaries and benefits for certified employees ~~(i.e., teachers who hold certification)~~ and classified employees ~~(i.e., employees other than certified or professional teachers)~~, including those replacing furlough days, and pre-service or in-service days
~~7) Salaries and benefits to replace furlough days~~
~~8) Salaries and benefits for district pre-service and/or in-service days~~
~~9)~~6) Salaries and benefits for substitutes
~~10)~~7) Contracted salaries or benefits to provide ~~the~~ basic instructional programs
~~11)~~8) Fees to obtain or renew teaching credentials ~~and/~~or professional licenses
~~12)~~9) Tuition and transcripted credits, including professional development credits
~~13)~~10) Individual student travel fees and expenses

9. First Steps: Understanding the World of Work courses taught by an instructor holding a career technical educator certification may be included as part of a cluster or approved pathway program regardless of the content area endorsement the instructor holds.

10. Postsecondary Programs

a. Postsecondary Programs are provided through the state system of six (6) regional technical colleges. Postsecondary programs are defined in Board Policy III.E and are reviewed by the Administrator. In accordance with Board Policy III.G., the Administrator shall meet with the Technical College Leadership Council (TCLC) on a regular basis. The regional technical colleges are:

i. College of Western Idaho (Nampa)
ii. College of Southern Idaho (Twin Falls)
iii. College of Eastern Idaho (Idaho Falls)
iv. Idaho State University College of Technology (Pocatello)
v. Lewis-Clark State College (Lewiston)
vi. North Idaho College (Coeur d'Alene)

b. Workforce Training Programs are primarily provided through the six (6) regional technical colleges to provide upgrading and retraining programs for persons in the work force and to support regional industry needs. These offerings range from brief seminar classes to intensive courses which normally are fewer than 500 hours of annual instruction.

11. Pathway Standards

a. To be considered for approval, career technical education programs must meet approved pathway standards or be in an approved emergent area:

i. Agricultural, Food, and Natural Resources
ii. Business and Marketing Education
iii. Engineering and Technology Education
iv. Health Professions and Public Safety
v. Family and Consumer Sciences and Human Services
vi. Trades and Industry
vii. Workplace Readiness
viii. First Steps: Understanding the World of Work (career pathways)

b. Pathway standards shall be reviewed on a five (5) year rotating basis. Reviews shall be facilitated by the Division's applicable program quality staff. Review committees shall be made up of, at a minimum, industry representatives and secondary and postsecondary educators specific to the occupation pathway being reviewed, including State Department of Education staff as applicable to the program area. Pathway standards updates shall consist of, but are not limited to:

i. Standards Setting - The formal process for setting standards will be "industry-driven" and will involve Program Quality Managers, as well as a diverse group of businesses and industry members, educators, and others.
ii. Criticality Survey - Once the technical standards and student learning outcomes have been developed and vetted through the initial standards writing team, the standards are shared with a larger group of related industry representatives through a critical survey.
iii. Standards Publishing - Draft standards are publicly posted and timeline established for implementation.
iv. Test Item Development - Using the criticality survey as a blueprint, secondary and postsecondary instructors, assessment vendor, and program quality managers write test items for the secondary Technical Skill Assessment (TSA).
v. Pilot - TSAs are aligned with Idaho industry-recognized standards and measure technical knowledge. The TSA is a nationally validated, industry-based assessment, administered by an approved vendor and is the end of program assessment for pathways.

vi. Test Item Analysis - Test item analysis uses the test questions and data derived from the pilot assessment to determine the quality of the test items and to assess the test as a whole. Items that are not effective may be revised or eliminated to include both the question and possible answers. Item analysis typically focuses on four major pieces of information: test score reliability, item difficulty, item discrimination, and distractor information.

vii. Set Cut Score - Secondary and postsecondary instructors, assessment vendor and program quality managers determine the cut or passing score for the assessment.

viii. Badge or Microcredential Creation – Pprogram quality managers will work with the Performance Management Microcredential Coordinator to develop the microcredentials aligned to the new standards and a completed list of industry-validated set of badges.

ix. Implementation Plan - The set of standards are aligned to the TSA each year. If standards are revalidated and a pilot is created during a school year, the pilot should be offered in the same school year, but the TSA for that same school year should align to the existing standards. The newly adopted standards will take effect the following school year and align with the TSA.