

**CONSENT  
OCTOBER 19, 2022**

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1	<b>BAHR - BOISE STATE UNIVERSITY MASTER LEASE AGREEMENT – STUDENT HOUSNG</b>	Action Item
2	<b>BAHR - IDAHO STATE UNIVERSITY MULTI-YEAR EMPLOYMENT AGREEMENT – HEAD MEN’S BASKETBALL COACH</b>	Action Item
3	<b>BAHR - IDAHO STATE UNIVERSITY MULTI-YEAR EMPLOYMENT AGREEMENT – HEAD WOMEN’S VOLLEYBALL COACH</b>	Action Item
4	<b>IRSA – GRADUATE MEDICAL EDUCATION COMMITTEE ANNUAL REPORT</b>	Action Item
5	<b>PPGA – INDIAN EDUCATION COMMITTEE APPOINTMENTS</b>	Action Item
6	<b>PPGA – DATA MANAGEMENT COUNCIL APPOINTMENTS</b>	Action Item
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9	<b>SDE – CURRICULAR MATERIALS REVIEW COMMITTEE RECOMMENDATIONS</b>	Action Item

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**BOARD ACTION**

I move to approve the consent agenda.

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**BOISE STATE UNIVERSITY**

**SUBJECT**

Student Housing Master Lease Agreement

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The demand for student housing vastly exceeds the number of available campus beds on and near Boise State University's (BSU's) campus. At the same time, the dramatic increase in off campus rental rates has left students with few affordable options in the valley, which is negatively impacting enrollment and retention. Though BSU is in the process of designing a new residence hall, this facility is two years from opening and once open, will only address the need among first-year students, leaving upper division and graduate students with few options.

In an effort to address this shortage and to provide swing space for students who would otherwise be displaced as BSU addresses its aging housing infrastructure, BSU is requesting permission to enter into a five-year student housing master lease for a facility located adjacent to campus at 818 W. Ann Morrison Park Drive in Boise that is currently under construction. The development includes approximately 127,000 rentable square feet with 278 beds, retail pad space, and 78 parking stalls. BSU intends to use the space primarily for upper division and graduate students, faculty in residence, and housing support staff.

The proposed lease requires the facility to be completed for occupancy by August 2024. In the event the facility is not ready for occupancy by that time, the lessor, KC Gardner Company or its affiliates, has agreed to provide substitute housing at its expense until completed. Although the lease is effective on signing, rental payments do not commence until August 2024 for an initial term of five years, at the following rates:

<b>YEAR</b>	<b>ANNUAL RENT</b>
1	\$3,100,000
2	\$3,193,000
3	\$3,288,790
4	\$3,387,454
5	<u>\$3,489,077</u>
	\$16,458,321

As the sole tenant, BSU will responsible for all routine operation and maintenance of the premises, while the landlord will retain responsibility for major repairs and maintenance to the structure of the premises. The lease permits BSU, at its

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discretion, to renew for one additional five-year period, at rates set forth in the lease. In addition, BSU has negotiated an option to purchase the premises commencing after the third year of the term, for a fixed price of \$52,500,000, with additional purchase options in subsequent years. If BSU elects to exercise the purchase option, it would return to the Board for financing and purchasing approval in accordance with Board policy.

**IMPACT**

The lease provides access to additional housing options for students and support staff in a key location adjacent to campus. BSU expects the lease payments and operating expenses to be fully covered by facility rental and parking revenues.

**ATTACHMENTS**

Attachment 1 – Lease Agreement  
Attachment 2 – Site Map  
Attachment 3 – Option to Purchase

**STAFF COMMENTS AND RECOMMENDATIONS**

This lease will allow Boise State to address some of its housing needs, and the lease cost is anticipated to be covered through generated revenue. If Boise State pursues a purchase option in the future, that request will come to the Board for approval.

**BOARD ACTION**

I move to authorize Boise State University's President or her designee to execute the lease agreement and related documents for the premises located at 818 W. Ann Morrison Park Drive in Boise, Idaho, in substantial conformance with the attached draft and to take further actions as are necessary to complete the transaction.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



**LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease Agreement") is entered effective upon the date of the last required signature (the "Effective Date"), by and between ALPINE GARDNER, L.C., a Utah limited liability company ("Lessor"), and the **STATE OF IDAHO**, by and through the Idaho State Board of Education, on behalf of BOISE STATE UNIVERSITY ("Lessee" or "University"), for the leasing of that real property described below and referred to as the "Premises." The Lessor and the Lessee may be referred to collectively as the "Parties." The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature.

**WITNESSETH**

Whereas, Lessee is a state institution of higher education with its main campus located in Boise, Idaho; and

Whereas, Lessee's current housing stock is insufficient to meet current and growing demand for residential housing on or near its campus; and

Whereas, Lessor is a developer and owner of property near Lessee's campus, which it intends to develop into student and related housing; and

Whereas, Lessee intends to master lease Lessor's entire building for purposes of providing adequate housing for members of Lessee's community near its campus.

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Parties agree as follows.

**1. LEASE OF PREMISES.** The Lessor does hereby lease to the Lessee the real property, easements, and the improvements situated in the City of Boise, County of Ada, State of Idaho, at 818 W. Ann Morrison Park Drive, known and legally described as set forth in Exhibit A-1 ("Premises"), and as depicted and referenced in Exhibit A-2.

A. **Construction of Premises.** The Premises are not currently in existence. Lessor shall, at its own cost and expense: (a) construct all buildings, structures, improvements, and fixtures on the real property at Lessor's sole cost and expense in accordance with plans and specifications approved by the University's Architect or other designee, as further set forth on Exhibit A-2 and Exhibit C ; (b) cause all of the construction which is to be performed by Lessor as set forth on Exhibit C to the Lease to be Substantially Complete as defined herein; and (c) provide all furnishings, fixtures, and equipment reasonably necessary for sublease of individual units by Lessee to its students or other members of the community ("Permitted Residents") as fully furnished units for University housing, in line with similar housing inventory provided by University on its campus. For purposes of this Lease, the Premises shall be "Substantially Complete" and "Substantial Completion" shall have occurred when all of the following have occurred: (i) the Premises have been completed in all respects in a good and workmanlike manner and in accordance with the requirements of Exhibit C, (ii) all building equipment and services, including utilities, heating and air conditioning systems, voice systems, data systems and video systems have been completed and are operating properly and available for use by Lessee and Permitted Residents, (iii) all other necessary approvals by any public regulatory agency have been given; and (iv) Lessee may enjoy beneficial use or occupancy of the Premises, and may use, operate, and maintain the Premises in all respects, for their intended purpose, including by Permitted Residents in accordance with the terms their leases. Substantial Completion may be evidenced by a temporary certificate of occupancy permitting such, provided that the Lessor shall complete all work necessary for the issuance of a final certificate of occupancy. Lessor agrees that the Premises shall be Substantially Complete on or before August 1, 2024 and all furnishing and fixturing of the

Premises shall occur on or before August 1, 2024 ("Delivery Date"). If the Premises are not Substantially Complete or fixturing and furnishing of the Premises has not occurred on or before the Delivery Date for any reason, including but not limited to a Force Majeure Event, Lessor shall, at Lessor's expense, provide suitable alternative housing approved by Lessee in its reasonable discretion for all Permitted Residents with whom Lessor has entered into leases and who cannot occupy the Premises until Substantially Complete and the fixturing and furnishing of the Premises has occurred, and the payment of Annual Rent under Section 3, below shall commence on the Delivery Date. Due to the respective duties of Lessor and Lessee herein, Delivery Date and the Commencement Date shall occur regardless of the date the Premises are Substantially Complete.

B. Lessor Obligations. The obligation of Lessor to perform the work and supply the necessary materials and labor to prepare the Premises for occupancy by Lessee as depicted in Exhibit A-2 and as described in detail on Exhibit C, which are attached hereto and by reference incorporated herein. Lessor shall deliver to Lessee a completed student housing development consisting of consisting of fully furnished student housing units for 278 residents, as well as retail pad space and a parking area with 78 stalls, with all landscaping and furniture, furnishings and equipment necessary to permit Lessee to lease or license such to students or members of the University community (each, a "Permitted Resident") on such terms as Lessee deems appropriate in its discretion. Lessor shall be responsible for obtaining a certificate of occupancy permitting Lessee's use and occupancy of the Premises for its intended use prior to Substantial Completion.

C. Use of Premises. The Parties agree that Lessee shall have the exclusive possession and control of the Premises and shall (except as otherwise provided in Section 6 herein) maintain, operate, and manage the entirety of the Premises at its sole cost and expense as part of its housing program and related operations. Lessee shall use the Premises primarily for the provision of housing to members of Boise State University's student, faculty, or staff (each, a "Permitted Resident") together with the operation of the elements of the Premises providing necessary services to Permitted Residents, on such terms and for such duration as Lessee determines are appropriate and desirable in the exercise of Lessee's discretion pursuant to pursuant to such lease, sublease, or license agreements as Lessee may elect to utilize ("Lessee's Agreements"). Lessee's Agreements will be consistent with Idaho and federal law and this Lease Agreement. In the event state or federal law changes such that this Lease Agreement is not in compliance with such, Lessor agrees to negotiate in good faith to correct such noncompliance. Lessee agrees to ensure that its agreements with the Permitted Residents will require that all Permitted Residents comply with all applicable laws and regulations in a manner which promotes the safety, security, and condition of the Premises.

D. Quiet Enjoyment; Lessor Entry. Lessor covenants and agrees with Lessee that so long as Lessee pays the Rent and observes and performs all the terms, covenants and conditions of this Lease on Lessee's part to be observed and performed, Lessee may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and conditions of this Lease, and Lessee's possession will not be disturbed by anyone claiming by, through or under Lessor. Lessee, its agents, employees, and contractors may enter the Premises at any time in response to an emergency and otherwise at reasonable hours with prior written or oral notification to Lessee, to permit Lessee to accompany or arrange entry in a manner that does not disturb Permitted Residents and only to (a) inspect the same, (c) determine whether Lessee is complying with all its obligations in this Lease, (d) supply any service which this Lease obligates Lessee to provide, (e) post notices of non-responsibility or similar notices, or (f) make repairs required of Lessor under the terms of this Lease, however, all such work will be done as promptly as reasonably possible and so as to cause as little interference to Lessee or Permitted Residents as reasonably possible.

E. Cooperation with University Policies and Regulations. As a public institution of higher

education, Lessee is obligated to comply with various laws and regulations applicable to higher education institutions, including without limitation, crime information and reporting required by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act"), Title IX of the Education Amendments of 1972, 20 U.S.C.A. section 1681 et seq and accompanying guidance, regulations, and University policies, practices, and procedures, implementing the same, and similar. Lessor will cooperate fully to the extent necessary to permit University to comply with any of its obligations thereunder or with regard to implementation or enforcement of University policies relating to its regulatory obligations.

**2. TERM.** The term of this Lease Agreement shall commence on the Effective Date and shall expire five (5) years following the Commencement Date ("Term"), expiring at midnight on the date that is the last day of the fifth (5<sup>th</sup>) year of this Lease Agreement ("Expiration Date"), subject to Section 7.D Proration and 7.E Adjustments based on Commencement Date of this Lease Agreement. Lessee's obligation to pay rent under Section 3, below, shall commence on the Delivery Date ("Commencement Date"). The Parties agree that this Lease Agreement is subject to the termination, expiration, purchase options, and renewal rights set forth in this Lease Agreement. Upon the occurrence of the Commencement Date, the Parties shall amend this Lease Agreement, to modify this Section 2 and to memorialize the actual Commencement Date and the actual Expiration Date, and Exhibit A to reflect the Premises as built following Substantial Completion.

**3. PAYMENT OF ANNUAL RENT.** From and after the Commencement Date, which shall be the Delivery Date, the Lessee shall pay to Lessor a fixed payment for each year of this Lease Agreement in monthly installments, subject to adjustment in accordance with Section 7.C of this Lease Agreement as set forth below ("Annual Rent"). The total first year lease payment is Annual Rent and Annual Rent each year thereafter shall be as set forth in the following table:

YEAR	ANNUAL RENT
1	\$3,100,000.00
2	\$3,193,000.00
3	\$3,288,790.00
4	\$3,387,454.00
5	\$3,489,077.00

Upon election by the Lessee to pay Annual Rent in advance annually, the Lessor shall allow Lessee a discount of two percent (2%). The Annual Rent shall be paid pursuant to the Lessor's timely submission of invoices for payment. It is expressly covenanted and agreed that any prepayment of Annual Rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of Rent (as defined below), only, and no part thereof shall be considered as a security or cash deposit. Annual Rent, together with any other monetary obligation of the Lessee, designated hereafter as "Additional Rent", hereunder shall collectively be "Rent".

**4. ACCEPTANCE OF PREMISES.** Lessor shall deliver the Premises to Lessee in accordance with Section 2a and Exhibit C hereof. Following Substantial Completion but prior to or at occupancy, Lessee shall provide Lessor with a written statement acknowledging inspection and acceptance of the Premises. Lessee's obligations under this Lease Agreement shall not commence until Lessee's acceptance of the Premises after Premises are Substantially Complete, which acceptance Lessee shall not unreasonably withhold, condition, or delay. Lessee's inspection and acceptance of the Premises are based upon what may be reasonably observed by

one untrained or unfamiliar with building inspections. At Lessee's discretion, Lessee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections. In no event shall Lessee's inspection, or inspection by any agent of Lessee, be deemed a waiver of any defects in the Premises.

**5. NO WASTE; REPAIRS.** Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the Premises, including fixtures and landscaping. Lessee further covenants that upon return, the Premises and all fixtures, will be in the same condition as originally received, reasonable wear and tear accepted.

**6. SERVICES AND PARKING.** Lessor shall be responsible for maintain and repairing the roof and the structural elements of the Premises, provided, that such maintenance and repairs are not necessitated by the actions of either Lessee or its Permitted Residents. Lessee shall be solely responsible for the maintenance, operation, and management of the entirety of the Premises during the Term, including management of the parking facilities located on the Premises, including the costs associated therewith. Any repairs shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. If Lessor is required to undertake the provision of such after notice to the Lessee of Lessee's deficiencies in the performance of any of the foregoing, or due to the actions of either Lessee or its Permitted Residents, and is required expend any amount to undertake such maintenance, operation, or management of the Premises due to Lessee's failure to do so Lessor shall be reimbursed by Lessee for all amounts Lessor is required to expend to undertake such maintenance, operation, or management of the Premises due to Lessee's failure to do so.

**7. SPECIAL PROVISIONS.**

A. Taxes. Lessee shall pay and discharge all taxes and assessments whatsoever charged against the Premises whether charged by federal, state, county, city or other public authority. The Parties anticipate that the Premises will be exempt from taxes and assessments due to the provisions of Idaho Code 63-602E. Lessee shall be solely responsible for ensuring that such exemption is obtained and recognized. If Lessee fails to do so, then Lessee shall pay and discharge any tax, penalty or assessment that arises therefrom as Additional Rent.

B. Lease Payment Adjustments. Annual Rent shall escalate annually as set forth in Section 3 of this Lease Agreement.

C. Option to Renew. Lessee shall have one (1) option to renew for a period of five (5) years. Lessee shall give written notice to the Lessor of Lessee's intent to renew the Lease Agreement upon the following terms no later than ninety (90) days prior to the expiration of the Lease Agreement or any renewal period of the Lease. The Annual Rent during such renewal period shall be as follows, escalating annually as set forth below:

YEAR	ANNUAL RENT
6	\$3,593,749.00
7	\$3,701,562.00
8	\$3,812,608.00
9	\$3,926,987.00
10	\$4,044,797.00

D. No Proration of Rent. Annual Rent shall not be prorated, but shall commence immediately upon the occurrence of the Commencement Date and shall be paid on a monthly basis thereafter consistent with the provisions of Section 3 above.

E. Adjustment of Dates Based on Commencement Date. Consistent with Section 2, above, each succeeding year of the Term shall commence upon the anniversary of the Commencement Date as shall the obligation to pay Annual Rent as such escalates on an annual basis per the Annual Rent schedules incorporated herein .

F. Lessee's Performance of Future Work. Any contractor or contractors employed by Lessee or any other person who will perform work on or install equipment on the Premises shall comply with Section 12 below as well as the following:

1) Fully covered by worker's compensation insurance as required under the Idaho Worker's Compensation Act, and all certificates of worker's compensation insurance shall be furnished to Lessor upon request and appropriate liability coverage.

2) All Work shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Lessee shall obtain any and all permits and inspections applicable to this work which must comply with all applicable codes, ordinances, rules and regulations. Lessee shall warrant and guaranty all materials, equipment and workmanship for a period of one (1) year. Upon completion of the Work, Lessee shall furnish to the Lessor a listing of products, subcontractors, supplier and/or manufacturers and maintenance manuals relative to the work. Lessee shall complete a final cleaning upon completion of the Work.

3) All improvements made to the Premises could require final inspection, acceptance and written approval by the state's Division of Building Safety, the State Fire Marshall, and by Lessor before being deemed acceptable to Lessor. Should such inspections reveal or determine any deficiencies of work designated as Lessee's, then Lessee shall proceed immediately to remedy and/or complete any such deficiencies. Lessee must additionally procure building permits, secure necessary inspections, and obtain a Certificate of Occupancy for the intended use. All buildings renovated specifically for use or occupancy by any state government agency or entity shall conform to all existing state codes. If any conflict arises between applicable codes, the more stringent code shall take precedence. The minimum building and safety codes adopted by the state of Idaho and the federal government may be amended by the Division of Building Safety. An accurate listing of their codes can be located at <https://dbs.idaho.gov/>.

G. Purchase Right. Contemporaneously herewith, Lessor shall grant Lessee the option to purchase the Premises upon the expiration of the third year of the Term and each anniversary thereof on such terms as the Parties have memorialized in an option to purchase the Premises on the terms and conditions set forth in the Option Agreement attached hereto as Exhibit D. As set forth in the Option Agreement, exercise of the option to purchase shall be subject to the approval of the State Board of Education. Exercise of the option to purchase shall occur consistent with the provisions of the Option Agreement.

**8. FAILURE TO REPAIR, MAINTAIN OR SERVICE.** In the event that the Lessee shall fail or refuse to make such repairs, perform such maintenance, provide such services, or to take any other action required of the Lessee pursuant to this Lease Agreement, Lessor shall give Lessee reasonable notice and time to cure and, failing such cure, Lessor may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action, and shall invoice Lessee for such sums expended doing so as Rent consistent with Section 2 above. Lessor's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Lease Agreement, at law or in equity.

**9. ALLOCATION OF RISK AND INSURANCE.**

A. Allocation of Risk. Lessor and Lessee shall be responsible only for the acts, omissions or negligence of such party's own employees and agents. Permitted Residents for purposes of this Lease, shall be considered agents of Lessee. Nothing in this Agreement shall extend the tort responsibility or liability of the State of Idaho or the United States beyond that required by law, including for the State of Idaho the Idaho Tort Claims Act, Idaho Code, Section 6-901, et seq. Each Party shall be responsible for damage to property of the other party caused by its employees and agents in the performance of this Agreement. If a property claim or damage is not covered by the Party's self-insurance or other property coverage, the responsible party shall pay the costs arising from such claim or damage to the extent funds are legally available therefor. If a claim or damage arises from more than one party's performance of the Agreement or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.

C. Property Damage. Each Party shall be responsible for damage to property of the other party caused by its employees and agents in the performance of this Agreement. If a property claim or damage is not covered by the Party's self-insurance or other property coverage, the responsible party shall pay the costs arising from such claim or damage to the extent funds are legally available therefor. If a claim or damage arises from more than one party's performance of the Agreement or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.

**10. USE OF PREMISES.** Lessee shall use the Premises consistent with Section 1(C) above. Lessor warrants that, upon delivery, the Premises will be in good, clean condition and will comply with all laws, regulations or ordinances of any applicable municipal, county, state, federal or other public authority respecting such use as specified above, including but not limited to health, safety and building codes specified in Section 27 of this Lease Agreement. Lack of compliance shall be an event of default and shall be grounds for termination of this Lease Agreement.

**11. FIRE OR DAMAGE.**

A. Damage or Destruction Renders Premises Unfit for Occupancy. If, during the term of this Lease Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of Lessee so as to render the Premises unfit for occupancy by Lessee, Lessee shall promptly notify Lessor, and, Lessee shall provide suitable substitute housing to all Permitted Residents. In addition, to the extent of the insurance proceeds available for such purpose, Lessor shall restore, repair, replace, or rebuild the Premises and shall provide suitable substitute housing for Permitted Residents. The restoration shall be at least equal in quality and class to the original Premises, shall be performed pursuant to plans and designs approved by Lessee. Lessor shall diligently complete the restoration. In the event the Premises are completely destroyed or it is not feasible, in Lessor's discretion, to complete a restoration, Lessor may elect to terminate the Lease, provided, however, Lessor must provide suitable substitute housing for Permitted Residents through the end of each Resident's current lease term with the University. Annual Rent shall be abated for any period that Lessee is required to provide substitute housing to all Permitted Residents but Annual Rent shall not be abated for any period that Lessor is required to provide substitute housing to all Permitted Residents. In the event Lessor elects not to restore the Premises, Lessee shall immediately surrender the Premises to Lessor and shall pay Annual Rent only to the time of such surrender, provided, that Lessor must provide suitable substitute housing for Permitted Residents through the end of each Resident's current lease term with the University. All relocation expenses shall be born by Lessor. If the Lessor elects to restore or rebuild, the Annual Rent otherwise due Lessor by Lessee shall be abated equal

to the monthly cost per square foot of the unoccupied Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Lessee is unable to occupy all or part of the Premises during the restoration, then, at the option of the Lessee, the Lessee may be relocated to comparable and acceptable office space and all relocation costs shall be at the sole expense of the Lessor. If such restoration or rebuilding exceeds ninety (90) days beyond the date of the destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the Premises prior to termination.

B. Prepaid Rent. In the event that this Lease Agreement is terminated as the result of damage or destruction to the Premises during any period of its term for which the Lessee has previously paid Annual Rent, the Lessor shall, within ten (10) days from the date of notification of termination by the Lessee, refund the full amount of any previously paid Annual Rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that the Lessor does not timely remit the full amount of any previously paid Annual Rent to the Lessee, the Lessee shall be entitled to collect the full amount of its previously paid Annual Rent from insurance proceeds in the manner set forth in this Lease Agreement.

**12. ALTERATIONS.** Except as otherwise agreed, subsequent to the Effective Date and during the term of this Lease Agreement and any extension, neither Lessor nor Lessee shall make any alterations, additions or improvements to the Premises without the prior written consent of the other. Any and all alterations and improvements made by Lessee shall be made at Lessee's sole expense and, shall, upon termination of this Lease Agreement, and without disturbance or injury, become the property of the Lessor, and shall remain in and be surrendered with the Premises. Any such alterations, whether performed by Lessor or Lessee, must be made in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

**13. DEFAULT.** In the event that either party shall default in the performance of any material term, covenant, or condition of this Lease Agreement, the party not in default may at its option terminate this Lease Agreement. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have five (5) business days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.). Should Lessee be in default by surrendering occupancy of the Premises in some manner violative of the terms of the Lease Agreement, Lessor may reenter the Premises without affecting its right of recovery of accrued Rent therefore; provided, however, the Lessor shall exercise due diligence to mitigate any and all future losses of Rent or damages that may result due to the failure of the Lessee to occupy the Premises.

**14. SUFFICIENT APPROPRIATION BY LEGISLATURE REQUIRED.** It is understood and agreed that the Lessee is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement in or in part if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such payment of the Annual Rent, or requires any return or "give-back" of funds required for the Lessee to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the Parties shall thereupon cease within ten (10) days after the notice to the Lessor. It is understood and agreed that the Annual Rent provided for in this Lease Agreement shall be paid from State legislative appropriations.

**15. RIGHT TO TERMINATE LEASE AGREEMENT AT DIRECTION OF IDAHO DEPARTMENT OF ADMINISTRATION.** The parties to this Lease Agreement recognize and agree that Lessee, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 5706, Idaho Code, and, specifically, the right of that

Department to direct and require Lessee to remove its operations from the Premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Lessee may terminate this Lease Agreement at any time after a one (1) year period from the date of the commencement of the Lease Agreement as determined under Section 2, provided that Lessor is notified in writing ninety (90) days prior to the date such termination is to be effective. Such action on the part of the Lessee will relieve the Lessee and the State of Idaho of liability for any Rent due for periods after the specified date of termination or the actual date of surrender of the Premises, if later.

**16. OFFICIALS, AGENTS AND EMPLOYEES OF LESSEE NOT PERSONALLY LIABLE.** It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the State of Idaho.

**17. RELATION OF PARTIES.** The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this Lease Agreement.

**18. NOTICES.** Notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, (iii) electronic mail, or (iv) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the addresses set forth below, or at such other address as the Parties may designate by written notice in the above manner.

Any notice required to be sent by the Lessee shall be sent to the Lessor's last known address at:

Alpine Gardner, L.C.  
201 S. Main Street, Suite 2000  
Salt Lake City, UT 84111  
Attention: Christian Gardner

and

Alpine Gardner, L.C.  
800 W. Main Street, Suite 1220  
Boise, Idaho 83702  
Attention: David Wali

and

Clark Wardle LLP  
Attention: Geoff Wardle  
P.O. Box 639  
Boise, Idaho 83701-0639

Any notice required to be sent by the Lessor shall be sent to the address of the Premises and to



the Lessee's last known address at:

Boise State University  
Real Estate Services  
1910 University Drive  
Boise, ID 83725

With Copy To

Boise State University  
Office of General Counsel  
1910 University Drive  
Boise, ID 83725

A copy of any such notice shall also be sent to:

The Department of Administration  
State Leasing Program  
Attn: Statewide Leasing Manager,  
Post Office Box 83720, Boise, ID 83720-0072.

In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

**19. INSURANCE.**

A. Lessee's Insurance. Lessee shall maintain an insurance policy (or policies) for the purpose of insuring property and liability risks regarding its occupancy of the Premises, including physical damage insurance covering the Premises following Substantial Completion. Any such policy obtained by the Lessee shall be at its sole and absolute expense, and Lessor shall have no obligation to obtain or pay for such insurance, but may do so at its sole and exclusive discretion. The Lessee shall provide the Lessor with a certificate on or before the Commencement Date and shall provide annual confirmation of coverage upon request by Lessor. Should any of Lessee's policy (or policies) be cancelled before its expiration date, the Lessee shall immediately notify the Lessor and provide evidence of a replacement policy.

B. Lessor's Insurance. In addition, if requested by Lessee, Lessor shall procure and maintain physical damage insurance covering the Premises in an amount equal to at least one hundred percent (100%) of the replacement cost of the Premises. Such insurance shall contain coverage as may be customary for like properties in the vicinity from time to time during the term of this Lease. In addition, Lessor shall procure and maintain Commercial General Liability coverage written on an occurrence basis with limits of \$1,000,000 per occurrence and a \$3,000,000 aggregate including, but not limited to, coverage for bodily injury, personal injury, property damage, ongoing and completed operations, products and contractual liability referring to this Lease. The insurance policies required by this Section shall name Lessee, the Idaho State Board of Education and the State of Idaho as an additional insured. The cost of Lessor's insurance, in this section shall be reimbursed by Lessee as Additional Rent and shall be paid upon invoice thereof by Lessor to Lessee.

C. Lessor's Insurance Prior to Substantial Completion. From Effective Date through Substantial Completion, Lessor shall also procure and maintain (or cause to be procured and

maintained covering the Premises) the following:

(i) Architects and engineers professional liability insurance in an amount of at least \$2,000,000 covering errors and omissions, bodily injury and property damage (including contractual liability coverage with all coverage retroactive to the earlier of the date of this Lease or the commencement of professional services in relation to the Premises. Architect/Engineer shall maintain this coverage for a period of three years after the date of final payment by Lessor to each architect, engineer and contractor relating to the construction of the Premises under this Lease. This Professional Liability Insurance may be written on a claims made basis or any other basis as is expressly identified to Lessee by the Lessor in writing.

(ii) "All Risk" builders risk insurance for fire, flood, earthquake, terrorism, testing of mechanical or electrical devices and extended coverages on all the Premises. The policy shall include Lessor, its contractors and subcontractors as named insureds and Lessee as its interest may appear. The amount of insurance shall be 100% of full replacement cost.

**20. ASSIGNMENTS.** Lessor shall not assign this Lease Agreement without the written consent of the Lessee. If the Premise is assigned to another party without the written consent of the Lessee via the State Board of Examiners, Lessee will not and cannot pay Rent to the new assigned party. If approved, the assignment is not effective unless it is also approved by the State Board of Examiners in accordance with Idaho Code § 67-1027. An assignment shall not in any way act as a release of any claim by Lessee as against the original Lessor nor shall it act as a waiver of any default under this Lease Agreement existing at the time of such sale or conveyance and assignment to the extent that any such default continues and remains uncured after such sale and assignment. The provisions of the Lease Agreement will continue in full force and effect upon such assignment by Lessee.

**21. NON-WAIVER.** The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.

**22. MODIFICATION.** This Lease Agreement may be modified in any particular only by the prior written consent of authorized representatives of the Lessor and Lessee. **Anything else contained herein notwithstanding, modifications to this Lease Agreement shall be of no force and effect until approved in writing by the Department of Administration, Division of Public Works, State Leasing Program.**

**23. RENEWAL.** Lessee may renew this Lease Agreement solely pursuant to the terms of Section 7C above by exercising the option to extend set forth therein.

**24. ASBESTOS AND HEALTH HAZARDS.** Lessor agrees to comply promptly with all requirements of any legally constituted public authority made necessary by any unknown or existing health hazard including, but not limited to, such hazards which may exist due to the use or suspected use of asbestos or asbestos products in the Premises. The Lessor warrants that it has inspected the Premises for health hazards, specifically for the presence of asbestos, and the inspection has not detected asbestos, or if Lessor's inspection has revealed asbestos, then Lessor warrants that it has been removed or been encapsulated in accordance with current law and regulations. In the event that asbestos or another health hazard is discovered on the Premises, the Lessor agrees to protect the Lessee and its employees and to take immediate corrective action to cure the problem. It is agreed that, in the event the Lessee is unable to continue occupancy of the Premises due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial or administrative act, rule, decision or regulation, the Lease

Agreement may be terminated by the Lessee upon ten (10) days' written notice to the Lessor. Any asbestos abatement costs, and any other repair or renovation costs associated with asbestos or other health hazard, as well as moving costs and consequential damages, will be at the sole expense of the Lessor.

**25. NON-DISCRIMINATION.** The Lessor hereby agrees to provide all services funded through or affected by this Lease Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; and The Age Discrimination Act of 1975; and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. The Lessor further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. The Lessor hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by: Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended; and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974; and to comply with all amendments to these acts and pertinent federal rules and regulation regarding these acts during the term of the Lease Agreement.

**26. ACCESSIBILITY.** Space leased by the State of Idaho will meet or exceed standards for accessibility as set out in the American National Standards Institute (ANSI A117-1); Americans with Disabilities Act, Americans with Disabilities Accessibility Guidelines (ADAAG) and applicable regulations; the International Building Code; all state-adopted codes and standards; and such federal regulations as may be applicable to the occupying agency. If any conflict arises between applicable codes, the more stringent code shall take precedence.

**27. CONSTRUCTION OR RENOVATION OF BUILDINGS.** All buildings owned or maintained by any State government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards, the International Building Code, the International Mechanical Code and the International Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety, the State Fire Marshal's Office and the Permanent Building Fund Advisory Council.

**28. LONG TERM ENERGY COSTS.** Long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction and operations of all State buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 13 of the International Building Code; (ii) use of alternative energy sources; (iii) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (iv) "state-of-the-art" systems and equipment to conserve energy economically.

**29. NON-SMOKING BUILDINGS.** All State-owned or State-leased buildings, facilities or area occupied by State employees shall be designated as "non-smoking" except for custodial care and full-time residential facilities. The policy governing custodial care and full-time residential facilities may be determined by the directors of such facilities.

**30. UTILITY INFORMATION.** State agencies are encouraged to implement strategies to reduce greenhouse gases. The Lessor agrees to provide Lessee with ongoing permission to access the utility information of the Premises to determine the amount of electricity and heating fuel consumed within the Premises. If Lessee is not able to access this information directly from

the utility companies, Lessor agrees to furnish said information to Lessee on a calendar year basis if requested.

**31. INDOOR AIR QUALITY.** Lessor agrees to achieve and maintain indoor air quality management in conjunction with all construction projects in the Premises as well as on all ongoing maintenance and repairs of the Premises. Lessor shall optimize the use of air quality compliant materials inside the Premises to reduce the emissions from materials used in the Premises. Ongoing indoor air quality requires the use of low or no VOC paints, solvents, adhesives, furniture and fabrics. VOC and chemical component limits shall not exceed Green Seal's Standard GS-11 requirements. Paints used on site shall be low VOC and are to be brush-applied only, spray painting is not allowed on the interior of the Premises. Carpet and carpet cushion must meet the requirements of the CRI Green Label Plus Testing Program. Composite panels and agrifiber products must not contain added urea-formaldehyde resins. Laminate adhesives used to fabricate on-site and shop applied assemblies containing these laminate adhesives must contain no urea-formaldehyde.

In the event a health hazard is discovered on the Premises, the Lessor agrees to protect the Lessee and its employees and to take immediate corrective action to cure the problem and return air quality within or general accepted requirements of the indoor environmental air quality category of Leadership in Energy and Environmental Design; US Green Building Council for non-industrial air quality criteria as tested by a certified industrial hygienist. It is agreed that, in the event the Lessee is unable to continue occupancy of the Premises due to the presence of poor air quality or any other health hazard, or because of any governmental, legislative, judicial or administrative act, rule, decision or regulation, the Lease Agreement may be terminated by the Lessee upon ten (10) days' written notice to the Lessor. Any preventative and costs, and any other repair or renovation costs associated with air quality or other health hazard, as well as moving costs and consequential damages, will be at the sole expense of the Lessor.

**32. MATERIAL REPRESENTATIONS.** The Parties agree and acknowledge that the representations and acknowledgments made in this Lease Agreement are material and the Parties have relied upon them in entering this Lease Agreement.

**33. SEVERABILITY.** If any term or provision of this Lease Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be continued and enforced as if the invalid term or provision were not contained in this Lease Agreement.

**34. LESSOR'S RIGHT TO LEASE.** The Lessor warrants that it is lawfully possessed of the Premises and has good, right and lawful authority to enter into this Lease Agreement and that the Lessor shall put the Lessee into actual possession of the Premises at the commencement of the term of this Lease Agreement and shall ensure to the Lessee the sole, peaceable, and uninterrupted use and occupancy of the Premises during the full term of this Lease Agreement and any extension.

**35. MORTGAGES BY LESSOR.** Lessee recognizes that Lessor may encumber the Premises by a mortgage(s) or other instrument securing Lessor's obligations to a lender. Lessee shall subordinate its interest in this Lease Agreement to Lessor's lender, subject to a subordination and non-disturbance agreement incorporating the following provisions:

A. In the event of a foreclosure or acquisition by the holder of such mortgage or security instrument (or by a third party at a foreclosure sale), this Lease Agreement shall continue in full force and effect and the holder or other acquiring party shall be entitled to the benefits of the Lessee's performance under this Lease Agreement and shall have such remedies as are available to the Lessor under this Lease Agreement with respect to any default by the Lessee then existing

or thereafter occurring.

B. Upon written notification to Lessee of a completed foreclosure or other acquisition by the holder or third-party purchaser at a foreclosure sale, Lessee will attorn to the acquiring party and shall thereafter perform.

C. In the event of a foreclosure or acquisition by the holder of such mortgage or other security instrument (or by a third party purchaser at a foreclosure sale), claims by Lessee against the Lessor arising prior to acquisition by the holder or third party purchaser shall not apply to such holder or third party purchaser; provided, however, that this shall not act as a waiver of any rights of Lessee by reason of default under this Lease Agreement existing at the time of such foreclosure sale or other acquisition or thereafter arising, to the extent that such default is not cured under the provisions of this Lease Agreement.

**36. ESTOPPEL CERTIFICATE.** Lessee agrees, upon reasonable written request, and from time to time, to provide to Lessor an Estoppel Certificate in the form attached hereto as Exhibit B.

**37. HB-1086 CERTIFICATION CONCERNING BOYCOTT OF ISRAEL.** Pursuant to Idaho Code section 67-2346, if payments under the Agreement exceed one hundred thousand dollars (\$100,000) and Lessor employs ten or more persons, Lessor certifies that 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. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

**38. FORCE MAJEURE.** Subject to Lessor's obligations to provide suitable alternative housing hereunder, Lessor shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Lessor's control, including, without limitation, labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or service, or acts of God, or the acts or omissions of Lessee or the Lessee Related Parties.

**39. COMPLETE STATEMENT OF TERMS.** No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease Agreement.

*[Signature Page Follows]*

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

LESSOR:

ALPINE GARDNER, L.C.,  
a Utah limited liability company, by its manager

By: KC Gardner Company, L.C.,  
a Utah limited liability company.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

This document was acknowledged before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_, the Manager of KC Gardner Company, L.C., the Manager of Alpine  
Gardner, L.C.

\_\_\_\_\_  
Signature of Notary Public  
My commission expires \_\_\_\_\_

(NOTARY SEAL)

LESSEE:

STATE OF IDAHO  
BOISE STATE UNIVERSITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_ (date) personal appeared \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the foregoing instrument on behalf of Boise State University as Lessee, and acknowledge to me that he/she executed the same on behalf of the Lessee.

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

Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(NOTARY SEAL)

**Approved By:**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date**



**EXHIBIT A-1 TO THE LEASE AGREEMENT**

**DESCRIPTION OF THE PREMISES**

818 W. Ann Morrison Park Drive, Boise, Idaho, together with all easements benefiting and encumbering the Premises for utilities, and access, together with the real property more specifically described as follows:

A tract of land in Lot 8 of Section 10, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, being a portion of Vacated Block 15 of Boise City Park Subdivision, according to the official plat thereof, filed in Book 5 of Plats at Page 217, Official Records of Ada County, Idaho, and more particularly described as follows:

Beginning at the southeast corner of Sherwood and Lusk Street; thence South 20°36'30" West 161.37 feet on the Easterly right of way line of said Lusk Street to a point on the Northerly right of way line of College Boulevard; thence South 57°07'30" East 260.00 feet on the Northerly right of way of College Boulevard; thence North 20°36' East 166.62 feet; thence South 69°24' East 150 feet to a point on the Westerly right of way line of Capitol Boulevard; thence North 30°55'54" East 50.82 feet on the Westerly right of way line of Sherwood Street; thence North 69°24' West 413.16 feet along the south right of way line of Sherwood Street to the Point of Beginning.

EXCEPT the right of way to the State of Idaho as shown in Second Judgment and Decree of Condemnation, recorded December 5, 1973, as Instrument No. 868164, and also recorded December 13, 1973, as Instrument No. 868961, Official Records, and described as follows:

A parcel of land being on the Northeasterly side of the centerline of the West College Boulevard Survey as shown on the plans of US Highway Nos. 20, 26, and 30, Project No. T-4030(1) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and lying over and across Lots 13 through 21 and a portion of Lot 22 of Block 15 of Boise City Park Subdivision, and vacated Lusk Street adjacent to said Block 15, according to the official plat thereof now on file in Book 5 of Plats at Page 217, records of Ada County, Idaho, lying and being situate in Government Lot 8 of Section 10, Township 3 North, Range 2 East, Boise Meridian, described as follows, to-wit:

Commencing at the Northwesterly corner of the tract of land as described in that certain Corporation Warranty Deed dated October 29, 1965, recorded January 31, 1966 as Instrument No. 631594, records of Ada County, Idaho, which corner is shown of record to be the Southeasterly corner of Sherwood and Lusk Streets as the same now exists; thence South 20°57'51" West (shown of record to be South 20°36'30" West) along the Southeasterly right of way line of said existing Lusk Street 140.81 feet to a point that bears North 22°28'59" East 44.98 feet from Station 4+37.81 of the West College Boulevard Survey as shown on the plans of said US Highway No. 20, 26, and 30, Project No. T-2030(1) Highway Survey and being the Real Point of Beginning; thence continuing South 20°57'51" West (shown of record to be South 20°36.5' West) along said existing Southeasterly right of way line 20.56 feet to a point in the Northeasterly right of way line of existing West College Boulevard; thence South 56°46'09" East (shown of record to be South 57°07'30" East) 260.0 feet to the most Southerly corner of the tract of land as conveyed by that certain Deed dated September 15, 1971 and recorded as Instrument No. 783126 in the County Recorder's Office, Ada County, Idaho; thence North 20°57'21" East (shown of record to be North 20°36' East) along the Southeasterly line of said tract of land 20.58 feet to a point in a line parallel with and 40.0 feet Northeasterly from centerline and bears North 33°13'32" East from Station 1+85.95 of said West College Boulevard Survey; thence North 56°46'28" West along said parallel line 207.05 feet to a point opposite Station 3+93.0 of said West College Boulevard Survey; thence continuing North 56°48'28" West, leaving said parallel line, 52.94 feet to the Real Point of Beginning.

West College Boulevard Survey Station Reference: 4+37.81 to 1+85.94.

**EXHIBIT A-2 TO THE LEASE AGREEMENT  
DEPICTION OF THE PREMISES**

See attached.

**EXHIBIT B TO THE LEASE AGREEMENT  
ESTOPPEL CERTIFICATE**

This Estoppel Certificate is made by \_\_\_\_\_, (hereinafter "Lessee") the lessee of those certain premises located at \_\_\_\_\_, [\_\_\_\_\_, Idaho], and described as \_\_\_\_\_, and leased by Lessee from \_\_\_\_\_ (hereinafter "Lessor").

NOW THEREFORE, Lessee certifies and represents to Lessor and its successors, mortgagees and assigns and their attorneys, representatives, with respect to the above described lease as follows:

1. The true, correct and complete copy of the lease, including all amendments or addendum thereto (hereinafter collectively referred to as the "Lease") is attached hereto.
2. The Lease contains the entire agreement between Lessor and Lessee, and to the best of Lessee's knowledge, as of the date hereof, Lessor is not in default in the performance of the terms and provisions of the Lease.
3. The Lease is for approximately \_\_\_\_\_ square feet. The Lease began on \_\_\_\_\_ and will end on \_\_\_\_\_.
4. Lessee has paid all rents due under the Lease for the period through and including \_\_\_\_\_, and Lessee has paid no other rent or compensation in lieu of rent in advance beyond such date. As of the date hereof, rent due from Lessee to Lessor is in the amount of \$ \_\_\_\_\_ per month plus such additional rent as called for in the Lease.

DATE: \_\_\_\_\_

LESSEE:

\_\_\_\_\_

**EXHIBIT C TO THE LEASE AGREEMENT  
LESSOR'S CONSTRUCTION AND DESIGN OBLIGATIONS**

In accordance with the provisions of the body of the Lease to which this Exhibit "C" is attached, the improvements to the Leased Premises shall be constructed and finished (as appropriate) in the manner described, and upon all of the terms and conditions contained in the following portion of this Exhibit "C."

**A. LESSOR'S BUILDING WORK.**

Lessor shall, at Lessor's cost and expense construct the Lessee Improvements, as defined below, for the Leased Premises, in accordance with all applicable laws including ADA compliance consistent with the approved RFP incorporated herein in the schedules set forth below ("**Lessor's Construction Obligations**"). All of Lessor's Construction Obligations and the Lessee Improvements shall utilize "**Building Standard Elements**" which are described in the schedule of documents incorporated in Subsection C below. Lessor shall furnish, construct and install the items and elements comprising Lessor's Construction Obligation substantially in accordance with the plans, specifications, and working drawings applicable thereto (hereinafter referred to as "Lessor's Plans") prepared by the architectural firm of Babcock Design Group as Lessor's Plans may be changed or modified from time to time.

**B. LESSEE IMPROVEMENTS.**

The provisions below shall apply to the planning and completion of leasehold improvements for the fitting out of the Leased Premises in conformance with the Project Plan ("**Lessee Improvements**"), as more fully set forth herein.

**1. Lessor and Lessee Pre-Construction Obligations.**

a. Project Plan. As set forth herein the concept plan for the Leased Premises that has been approved by Lessee and Lessor (collectively the "**Project Plan**"). The Project Plan has been developed consistent with the Building Standard Elements. The Building Standard Elements are subject to modification to conform with the provisions of this Exhibit.

b. Working Drawings. Lessor has previously caused its architect to prepare working drawings from the Project Plans for the Lessee Improvements based upon the approved Project Plan ("**Working Drawings**"), which shall include detailed description of the work that will be performed. Lessee has reviewed and approved the Working Drawings.

c. Final Plans. Once approved by Lessor and Lessee (or deemed approved by Lessee) and a building permit has been issued, then the Working Drawings shall be deemed the "**Final Plans**." To the extent that Lessee desires modifications to the Working Drawings or the Final Plans for any element of the Project Plans, Lessee shall notify Lessor in writing of any requested revisions. Within ten (10) business days after receipt of Lessee's notice, Lessor's architect shall make all approved revisions to the Working Drawings or Final Plans and submit two (2) copies thereof to Lessee for its final review and approval, and Lessee shall respond within ten (10) days thereafter. In the event Lessee fails to deliver requested revisions within such ten (10) business day period, Lessee shall be deemed to have approved of such drawings. Concurrently with the

above review and approval process, Lessor may submit all plans and specifications to the city building department and other applicable governmental agencies in an attempt to expedite approval by the city building department and issuance of all necessary permits and licenses to construct the Lessee Improvements as shown on the Working Drawings or Final Plans. Any changes or ancillary improvements which are required by the city building department or other governmental agencies shall be immediately submitted to Lessee for Lessee's review and reasonable approval. In the event that Lessee requests any changes to the Working Drawings or Final Plans, Lessor shall not unreasonably withhold its consent to any such change provided such change does not affect the structural portions of the building or the mechanical systems in the Building and Lessee pays for the increased costs in the work resulting from the change from Building Standard Elements.

2. Building Permit. Lessor has previously submitted the Working Drawings to the appropriate governmental body or bodies for final plan checking and a building permit. Lessor, with Lessee's cooperation, shall cause to be made any change in the Working Drawings necessary to obtain the building permit; provided, however, after the approval of the Final Plans by Lessee and Lessor, no changes shall be made to the Working Drawings without the prior written approval of both Lessor and Lessee, which approval shall not be unreasonably withheld, conditioned or delayed.

3. Construction of Lessee Improvements. Lessor shall construct the Lessee Improvements substantially in accordance with the Final Plans. Lessor shall be responsible for obtaining the temporary or permanent certificates of occupancy from the appropriate governmental agency.

4. Cost of Lessee Improvements. All costs of the Lessee Improvements, including design and construction costs and permit and inspection fees, shall be the responsibility of Lessor except that Lessee shall be responsible for any cost incurred as a result of Lessee requesting finishes or improvements that deviate from the Building Standard Elements. If Lessee requests finishes or improvements that deviate from the Building Standard Elements, including changes to the structural portions of the building or the mechanical systems in the Building, then Lessor may elect to require Lessee to make such payments or deposits as Lessor may require in advance of ordering such materials. In any event, Lessee shall pay Lessor within thirty (30) days of Lessor delivering an invoice to Lessee for payment of such finishes or improvements that deviate from the Building Standard Elements.

5. Inspection. Prior to the Commencement Date, and when Lessor considers Lessor's Construction Obligations to be substantially complete, Lessor shall provide Lessee with written notice thereof. Within five (5) days of Lessee's receipt of such notice, Lessee will conduct a walk-through inspection of the Leased Premises with Lessor. Within five (5) days of such walk-through inspection, Lessee will prepare and deliver to Lessor (i) a list of items Lessor needs to complete in order to achieve substantial completion and (ii) a punch-list of items needing additional work by Lessor. Other than the items specified in the punch-list, by taking possession of the Leased Premises, Lessee will be deemed to have accepted the Leased Premises in its condition on the date of delivery of possession and to have acknowledged that Lessor has installed the improvements as required by this Lease and that there are no items needing additional work or repair as set forth above. The punch-list will not include any damage to the Leased Premises caused by Lessee's move-in or early access, if permitted. Damage caused by Lessee will be repaired or corrected by Lessor at Lessee's expense. Lessor's contractor will

complete all reasonable punch-list items within thirty (30) days after the delivery of such punch-list or as soon as practicable after such walk-through.

6. Lessee's Construction Obligations. Lessee and Lessor shall cooperate to enable the wiring of the Leased Premises for Lessee's telecommunications service and shall provide any specialized telecommunications service and equipment at its expense. Lessee, along with its contractors, subcontractors, agents, etc., shall be permitted to enter the Leased Premises fifteen (15) business days prior to the anticipated Commencement Date with no obligation to pay rent, utilities, or operating expenses, for the purpose of installing furniture, fixtures, equipment, and leasehold improvements, or at such earlier times as may be permitted by Lessor provided that such early access shall not interfere with or delay completion of the Lessee improvements, or result in additional costs to the Lessor. During such shared access period, Lessor and Lessee shall reasonably cooperate so as each not to interfere with or delay completion of the work being performed by the other party.

C. BUILDING STANDARD ELEMENTS. The Final Plans shall be developed based upon the Building Standard Elements are set forth in the schedule of the following documents, which Lessor and Lessee shall modify consistent with the provisions of this Exhibit C as the Final Plans are developed:

- RFP Response and Submittal Dated July 27, 2022
- Boise City DR Approval DRH-22-00042 March 10, 2022
- Boise City DR Approval DRH-22-00042 April 14, 2022
- ACHD Approval February 17, 2022
- Floor and Finish Plans for Levels 1-5, Prepared by Babcock Design Group, pages A114, A124, A134, A144, A154, Dated August 29, 2022
- Capitol Student Housing Interior, Prepared by Babcock Design Group, Dated September 7, 2022
- Furniture and Furnishings Elements, Prepared by Workplaces Sprague Studios
- Material and Finish Schedules, Prepared by Babcock Design Group, page A641, Dated August 29, 2022
- Cameras and Cabling, Prepared by Babcock Design Group, pages A121 and A122, Dated March 21, 2022
- Fitness Elements, Prepared by iFit, Dated July 6, 2022

D. EXCLUSIONS FROM THE FINAL PLANS. The Final Plans will not incorporate or address the following elements which are Lessee's sole responsibility:

Lessor is delivering the Retail Element Core and Shell, no finishes, no equipment and no grease trap or other similar elements are being delivered.

Lessor is including a television for the First Level Amenity Space, but no other AV or telecommunication displays, including televisions are included.

Lessee shall be solely responsible for furnishing the leasing office, including any computers, filing cabinets, printers, or other furniture or equipment.

Lessee shall be solely responsible for extending telecommunications cabling within each unit beyond the point of central delivery identified in the Schedules.

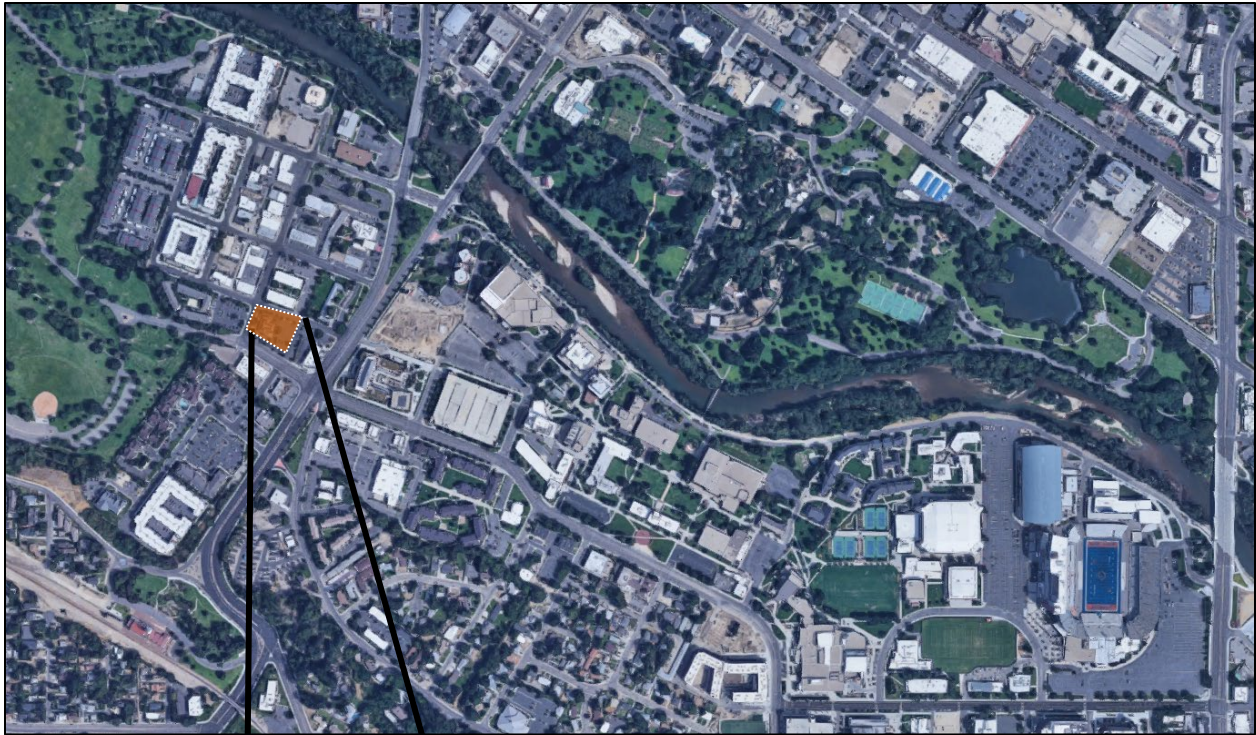
Lessee shall be solely responsible for any changes set forth in Section 1(c) of this Exhibit C above.

**EXHIBIT D TO THE LEASE AGREEMENT  
FORM OF OPTION AGREEMENT**

**See attached.**

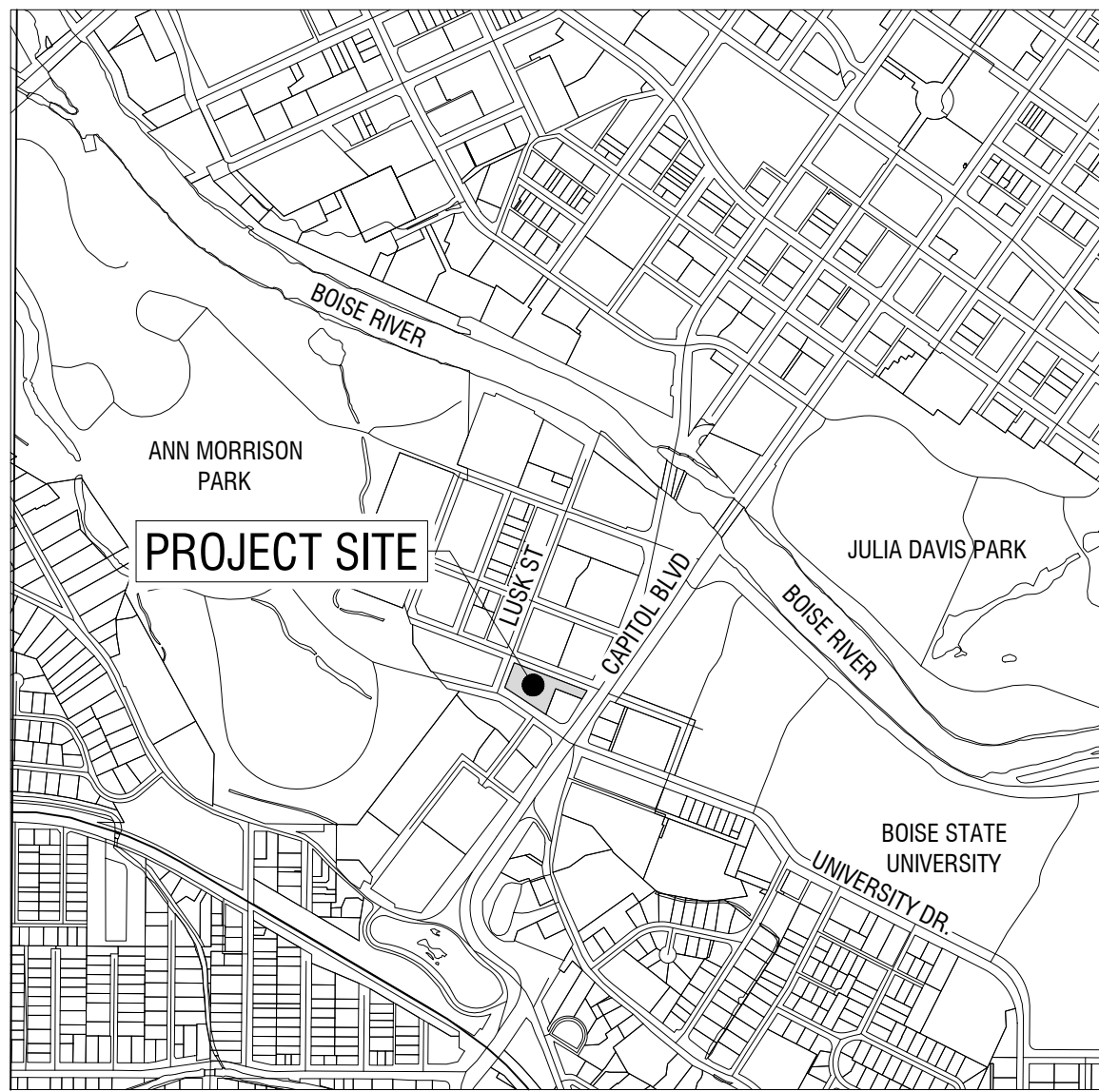


**Proposed Upper Classman Housing**  
Site and Vicinity Map





Vicinity Map:



Project Contacts:

DEVELOPER / OWNER  
818 AMP, LLC

CIVIL ENGINEER / LANDSCAPE ARCHITECT  
THE LAND GROUP, INC.  
482 E. SHORE DR., SUITE 100  
EAGLE, IDAHO 83616  
208-939-4041  
www.thelandgroupinc.com

Project Data:

SITE ADDRESS: 818 W. ANN MORRISON PARK DR.  
ASSESSOR'S PARCEL NO.: R101326400  
PARCEL AREA: 1.16-AC (±50,515-SF)  
ZONING: R-OD

PROPOSED USE: STUDENT HOUSING, REFER TO ARCHITECTURAL FOR BEDS AND UNIT COUNT.

DIMENSIONAL STANDARDS:  
(PER BOISE CITY CODE 11-04)

	R-OD ZONE (PROPOSED)
DENSITY: UNITS PER ACRE (MAXIMUM)	87.1
MINIMUM STREET FRONTAGE	25-FT
FLOOR AREA RATIO (RESIDENTIAL USES) (MAX)	1.5
LOT COVERAGE, BUILDINGS/TOTAL	N/A
BUILDING HEIGHT (MAX)	65-FT
SETBACKS (MINIMUM)	
FRONT YARD	10-FT / 20-FT ON ARTERIAL
SIDE YARD, STREET	10-FT / 20-FT ON ARTERIAL
REAR YARD	5-FT

Sheet Notes:

- UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE LOCATIONS SHOWN HEREON ARE BASED UPON ABOVE GROUND EVIDENCE AND UTILITY COMPANY FACILITY MAPS. THE SURVEYOR MAKES NO GUARANTEE OF THE ACCURACY OF LOCATION OF UNDERGROUND UTILITIES.
- REFER CLOSELY TO BUILDING LAYOUT DRAWINGS IN RELATION TO SITE LAYOUT ITEMS.
- ALL DIMENSIONS ARE TO FACE OF CURB, EDGE OF WALK, EDGE OF PAVEMENT, EDGE OF FOUNDATION, EDGE OF WALLS OR CENTER OF POST.
- FIRE ACCESS PROVIDED VIA ADJACENT STREETS.
- TRASH STORAGE LOCATED WITHIN BUILDING AND SCREENED SITE ENCLOSURE.
- ALL LANDSCAPE AREAS WILL BE IRRIGATED WITH AN AUTOMATIC, UNDERGROUND SPRINKLER SYSTEM SUPPLIED WITH WATER FROM THE DOMESTIC WATER SYSTEM.

Keynotes:

- CONCRETE SIDEWALK PER ACDH STANDARD.
- DRIVEWAY APPROACH.
- VERTICAL CURB & GUTTER.
- PEDESTRIAN RAMP WITH TRUNCATED DOMES.
- EXISTING CURB AND GUTTER TO BE RETAINED AND PROTECTED.
- EXISTING CONCRETE FLATWORK.
- TRASH ENCLOSURE, REFER TO ARCHITECTURAL DRAWINGS FOR MORE INFORMATION.
- HISTORIC STREET LIGHT PER CITY STANDARDS, SEE DETAIL 6/C130.
- NOT USED
- RAIN GARDEN STORMWATER SYSTEM AND LANDSCAPE FEATURE. SEE DETAIL 9/C130.
- PERMEABLE PAVER STORMWATER SYSTEM
- TREE GRATE WITH SILVA CELL SYSTEM PER CITY STANDARD.
- TEMPORARY TRASH BIN STORAGE PAD WITH RUBBER WHEEL STOP.
- CONCRETE STAIR WITH METAL HANDRAIL & GUARDRAIL, SEE DETAIL 3/C130.
- CONCRETE RAMP WITH METAL HANDRAIL & GUARDRAIL, SEE DETAIL 4/C130.
- MOVABLE AMENITY FURNITURE, FOR REFERENCE ONLY.
- EXISTING ASPHALT, RETAIN & PROTECT.
- METAL GUARDRAIL AT ELEVATED PATIO SPACE.
- PROPOSED IDAHO POWER TRANSFORMER

Material Legend:

	CONCRETE FLATWORK, SEE DETAIL 1/C130.		PERMEABLE CONCRETE UNIT PAVERS, SEE DETAIL 2/C130.
	LANDSCAPE AREAS, REFER TO LANDSCAPE SHEET L100.		ASPHALT PAVING.

CAPITOL STUDENT HOUSING  
818 AMP, LLC

818 W. ANN MORRISON PARK DR.  
BOISE, ID 83706

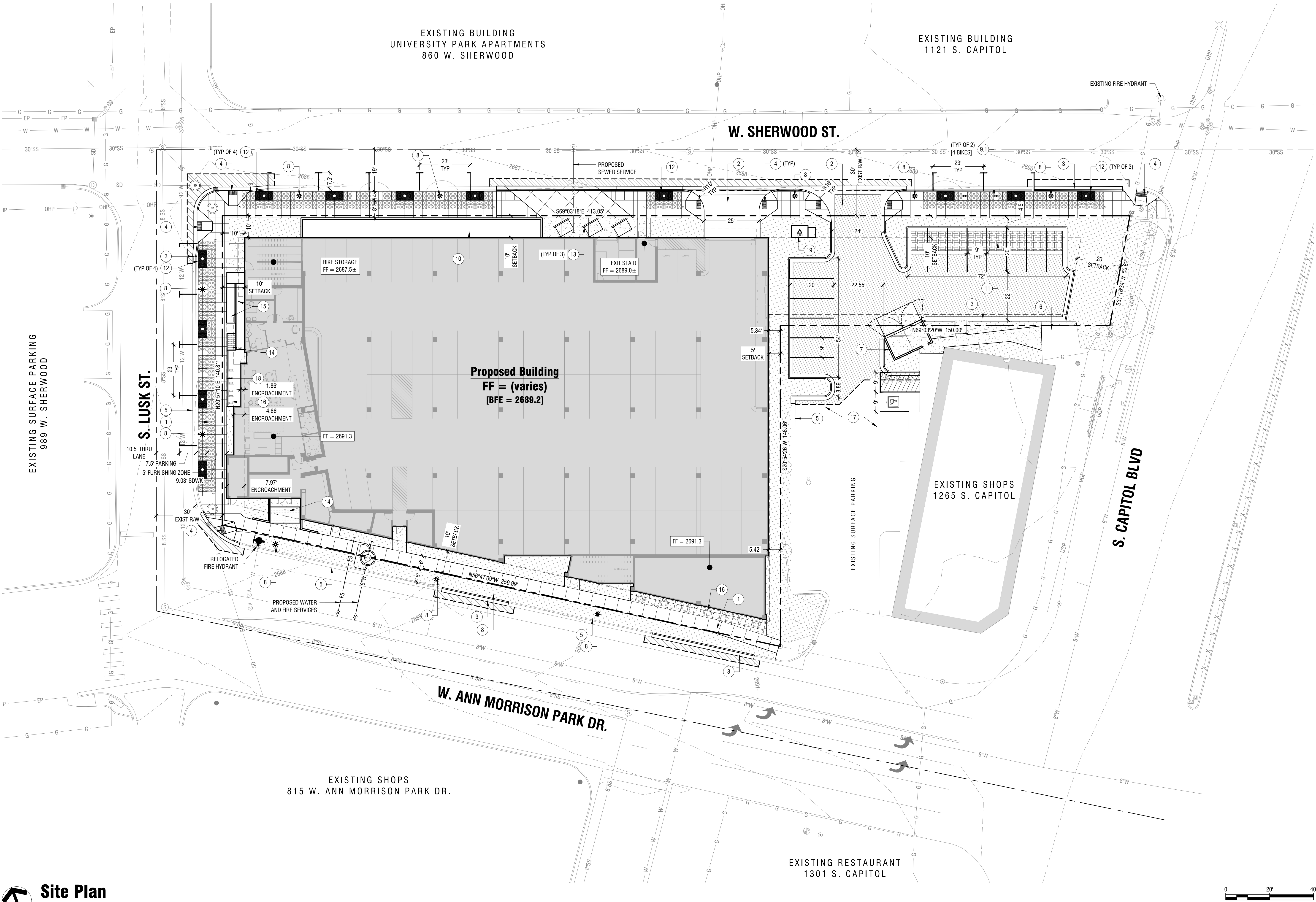
Revisions
1.



Project No.: 121104  
Date of Issuance: 02.18.2022  
Project Milestone: DR Submittal

Design Review  
Site Plan

C100



Site Plan

Horizontal Scale: 1" = 20'



## OPTION AGREEMENT

THIS OPTION AGREEMENT ("**Agreement**") is executed as of \_\_\_\_\_, 20\_\_ ("**Effective Date**") by and between ALPINE GARDNER, L.C., a Utah limited liability company ("**Seller**"), and the STATE OF IDAHO, by and through the Idaho State Board of Education, on behalf of BOISE STATE UNIVERSITY ("**Buyer**").

1. Certain Definitions. As used in this Agreement, the following capitalized terms shall have the meanings set forth:

"**Buyer's Address**" means:

Boise State University  
Real Estate Services  
1910 University Drive  
Boise, ID 83725

With Copy To:

Boise State University  
Office of General Counsel  
1910 University Drive  
Boise, ID 83725

"**Commencement Date**" shall mean the Commencement Date as defined in the Lease Agreement.

"**Exercise Date**" means the third anniversary of the Commencement Date or each anniversary thereof as further defined below.

"**Party or Parties**" means Seller and Buyer individually or collectively as the case may be.

"**Person**" means an individual, trust, estate, partnership, association, limited liability company, corporation or other legally recognized entity.

"**Premises**" shall mean all of Seller's interest the Property and Improvements, as depicted on Exhibit A hereof and as further described in the Lease Agreement.

"**Seller's Address**" means:

Alpine Gardner, L.C. c/o  
KC Gardner Company, L.C.  
201 South Main Street, Suite 2000  
Salt Lake City, Utah 84111  
ATTN: Christian Gardner  
Email: [christian@gardnercompany.net](mailto:christian@gardnercompany.net)

With a copy to:

Alpine Gardner, L.C.

800 W. Main Street, Suite 1220  
Boise, Idaho 83702  
ATTN: David Wali

With a copy to:

Clark Wardle LLP  
ATTN: Geoff Wardle  
PO Box 639  
Boise, ID 83701

**“Termination Date”** means the expiration or earlier termination of the Lease Agreement.

2. Property. Buyer and Seller have previously entered into a lease arrangement for that certain real property located in Ada County, Idaho and more particularly described on Exhibit A (**“Property”**), upon which Seller has constructed a student housing project and related amenities, together with all furnishings, and all related improvements necessary for the operation of such use (**“Improvements”**) whereby Seller leased the Property and Improvements to Buyer (**“Lease Agreement”**). In connection with Buyer entering into the Lease Agreement with Seller, Seller hereby grants and gives to Buyer, an exclusive option (**“Option”**) to purchase all of Seller’s interest in the Property, together with the Improvements (collectively, the **“Premises”**), pursuant to the terms and conditions of a Contract of Sale to be executed between the Parties in accordance with the terms hereof.

3. Purchase Price. The purchase price for the Premises shall equal the sum of the Cash Consideration plus the Contribution Consideration, as such terms are defined below (**“Purchase Price”**).

(a) The **“Cash Consideration”** shall be Fifty-Two Million, Five Hundred Thousand and no/100s Dollars (\$52,500,000.00) on the first Exercise Date, escalating thereafter on the anniversary of the first Exercise Date by three percent (3%) until the Termination Date. For the convenience of the parties, the Purchase Price upon each such anniversary shall be as follows

(i) Upon the third anniversary of the Commencement Date, the Cash Consideration is Fifty-Two Million, Five Hundred Thousand and no/100s Dollars (\$52,500,000.00);

(ii) Upon the fourth anniversary of the Exercise Date, the Cash Consideration is Fifty-Four Million, Seventy Five Thousand and no/100s Dollars (\$54,075,000.00); and

(iii) Upon the fifth anniversary of the Exercise Date, the Cash Consideration is Fifty-Five Million Six Hundred, Ninety Seven Thousand, Two Hundred Fifty and no/100s Dollars (\$55,697,250.00).

(b) The “**Contribution Consideration**” shall be the difference between the Fair Market Value of both the Property and Improvements and the Cash Consideration. “**Fair Market Value**” of Property and Improvements be established as the then existing market value of such provided, however that in no event shall fair market value be less than the Cash Consideration set forth above as of the date of valuation. Upon Buyer exercising the Option to purchase the Property and Improvements, if the parties are unable to agree in writing upon the market value of the Property and Improvements within fifteen (15) days of notice from the Buyer, then each party shall employ an independent third party appraiser licensed in the state of Idaho possessing the requisite knowledge, expertise and experience in appraising multifamily residential properties and deliver such appraiser's written opinion of the market value to the other party no later than thirty (30) days after the initial fifteen (15) day period. If the appraisers' opinions do not vary by more than ten percent (10%), the Fair Market Value shall be the average of the two opinions. If the appraisers' opinions vary by more than ten percent (10%), the appraisers will jointly select a third appraiser whose fees will be shared equally by the parties. If a third appraiser is engaged, Fair Market Value shall be the average of the two appraisals (out of the three) which are closest in amount.

Closing of the purchase of the Property and Improvements shall occur within thirty (30) days of the exercise of the Option with the Purchase Price being confirmed as set forth above as of the Closing Date.

4. Transferability of Option. This Option shall not be assigned by Buyer without the prior written consent of Seller in each instance, which approval may be withheld at Seller's sole and absolute discretion. Any assignment that is not permitted by this Agreement is and shall be null and void for all purposes.

5. Exercise of Option. Buyer shall exercise the Option on any Exercise Date by mailing or delivering to Seller a written notice that Buyer desires to purchase the Premises not later than ninety (90) days' prior to the Exercise Date upon which it seeks to exercise the Option (“**Exercise Notice**”). Within sixty (60) days of Buyer's delivery of an Exercise Notice, Buyer and Seller shall enter into a Contract of Sale on terms and conditions acceptable to both Parties and consistent with the terms hereof. Buyer's purchase of the Premises shall be subject to all matters of record and any matters which may be disclosed by an accurate survey of the Premises. Buyer shall be required to pay all costs and expenses incurred in connection with the purchase of the Premises, including, without limitation, all title, survey, escrow and recording costs. The Premises will be conveyed from Seller to Buyer pursuant to a special warranty deed with representation that Seller has authority to grant, sell, and convey the Premises and holds marketable fee simple title to the Premises and that Seller has not conveyed the same estate to any person other than Buyer and that such estate is at the time of the execution of the deed is free from encumbrances done, made or suffered by the Seller, or any person claiming under Seller. Notwithstanding the foregoing, Buyer shall have no right to exercise the Option if it is in default (beyond any applicable notice and cure periods) under its obligations under the Lease Agreement or if Buyer fails to exercise the Option prior to

the Termination Date. Notwithstanding the foregoing, the parties acknowledge that the exercise of this Option is predicated upon the approval of the State Board of Education, and as such, the Termination Date shall be extended for such reasonable period as is necessary to facilitate the Buyer obtaining approval of such action by the State Board of Education. So long as Buyer is not in default (beyond any applicable notice and cure periods) under the Lease Agreement, Seller shall, after receipt of the Contract of Sale executed by Buyer and until the Contract of Sale is terminated, refrain from entering into any Contracts that will be binding on Buyer or the Premises after the Closing without Buyer's written approval or taking any actions which would have a material adverse effect on the Premises, and within five (5) business days after receipt of such copy of the Contract of Sale signed by Buyer, Seller shall sign such Contract of Sale and deliver a copy of the fully executed Contract of Sale to Buyer; provided that Seller shall have the right to modify any representations and warranties of Seller contained in the Contract of Sale executed by Seller to the extent required to make such representations and warranties accurate and to confirm the Fair Market Value of the Property and Improvements, if necessary. If Buyer determines that it will not exercise the Option, or having exercised the Option determines it will not close, Buyer shall immediately provide written notice of its waiving of the Option. Notwithstanding the foregoing, Buyer's failure to exercise the Option prior to the Termination Date shall be conclusive evidence that it has waived the rights set forth herein.

6. Termination of Option. If Buyer (a) does not timely and properly exercise the Option, or (b) does not close out the purchase within thirty (30) days after the execution of the Contract of Sale, or (c) does not exercise the Option and close prior to the Termination Date, then this Agreement shall thereafter be of no further force and effect. In addition, if Buyer exercises the Option but fails to timely consummate the purchase of the Property in accordance with the Contract of Sale, through no fault of Seller, this Agreement shall be of no further force and effect.

7. Real Estate Commissions. The Parties agree that neither has been represented by any broker, finder or other party entitled to a real estate brokerage commission, finder's fee or other compensation.

8. Miscellaneous.

(a) This Agreement contains the entire agreement of the Parties. There are no other agreements, oral or written, between the Parties, and this Agreement can be amended only by written agreement signed by the Parties and by reference made a part hereof.

(b) This Agreement, and the terms, covenants, and conditions in this Agreement contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the Parties.

(c) Any notice, demand, request, invoice, bill or other instrument which may be or is required to be given under this Option ("**Notice**") shall be delivered in person,

via nationally recognized overnight courier, or sent by United States certified or registered mail, postage prepaid, to the Parties as set forth herein as applicable. Notices shall be in writing unless oral notice is expressly permitted by this Option Agreement and shall be deemed given on the date immediately following deposit with the overnight courier or upon actual receipt, if earlier. A Party may change its notice address as set forth herein by delivering notice thereof to the other Party. Notices shall be given at the addresses set forth in Section 1 above.

(d) Time is of the essence in all things pertaining to the performance of this Agreement.

(e) This Agreement shall be construed in accordance with the laws of the State of Idaho, without reference to its choice of law rules.

(f) The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

(g) This Agreement may be executed in multiple counterparts (each of which is to be deemed original for all purposes). Counterparts may be delivered by email, fax or other form of electronic delivery.

(h) This Agreement shall not be recorded but a Memorandum in the form attached as Exhibit B shall be executed and recorded by the Buyer and Seller upon execution of this Agreement. The Memorandum shall automatically terminate on the Termination Date.

*[SIGNATURE PAGE TO FOLLOW]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first written above.

**SELLER:**

ALPINE GARDNER, L.C.,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Manager  
Date: \_\_\_\_\_

**BUYER:**

STATE OF IDAHO  
BOISE STATE UNIVERSITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A  
TO  
OPTION AGREEMENT

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Legal Description

A tract of land in Lot 8 of Section 10, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, being a portion of Vacated Block 15 of Boise City Park Subdivision, according to the official plat thereof, filed in Book 5 of Plats at Page 217, Official Records of Ada County, Idaho, and more particularly described as follows:

Beginning at the southeast corner of Sherwood and Lusk Street; thence South 20°36'30" West 161.37 feet on the Easterly right of way line of said Lusk Street to a point on the Northerly right of way line of College Boulevard; thence South 57°07'30" East 260.00 feet on the Northerly right of way of College Boulevard; thence North 20°36' East 166.62 feet; thence South 69°24' East 150 feet to a point on the Westerly right of way line of Capitol Boulevard; thence North 30°55'54" East 50.82 feet on the Westerly right of way line of Sherwood Street; thence North 69°24' West 413.16 feet along the south right of way line of Sherwood Street to the Point of Beginning.

EXCEPT the right of way to the State of Idaho as shown in Second Judgment and Decree of Condemnation, recorded December 5, 1973, as Instrument No. 868164, and also recorded December 13, 1973, as Instrument No. 868961, Official Records, and described as follows:

A parcel of land being on the Northeasterly side of the centerline of the West College Boulevard Survey as shown on the plans of US Highway Nos. 20, 26, and 30, Project No. T-4030(1) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and lying over and across Lots 13 through 21 and a portion of Lot 22 of Block 15 of Boise City Park Subdivision, and vacated Lusk Street adjacent to said Block 15, according to the official plat thereof now on file in Book 5 of Plats at Page 217, records of Ada County, Idaho, lying and being situate in Government Lot 8 of Section 10, Township 3 North, Range 2 East, Boise Meridian, described as follows, to-wit:

Commencing at the Northwesterly corner of the tract of land as described in that certain Corporation Warranty Deed dated October 29, 1965, recorded January 31, 1966 as Instrument No. 631594, records of Ada County, Idaho, which corner is shown of record to be the Southeasterly corner of Sherwood and Lusk Streets as the same now exists; thence South 20°57'51" West (shown of record to be South 20°36'30" West) along the Southeasterly right of way line of said existing Lusk Street 140.81 feet to a point that bears North 22°28'59" East 44.98 feet from Station 4+37.81 of the West College Boulevard Survey as shown on the plans of said US Highway No. 20, 26, and 30, Project No. T-2030(1) Highway Survey and being the Real Point of Beginning; thence continuing South 20°57'51" West (shown of record to be South 20°36'5" West) along said existing Southeasterly right of way line 20.56 feet to a point in the Northeasterly right of way line of existing West College Boulevard; thence South 56°46'09" East (shown of record to be South 57°07'30" East) 260.0 feet to the most Southerly corner of the tract of land as conveyed by that certain Deed dated September 15, 1971 and recorded as Instrument No. 783126 in the County Recorder's Office, Ada County, Idaho; thence North 20°57'21" East (shown of record to be North 20°36' East) along the Southeasterly line of said tract of land 20.58 feet to a point in a line parallel with and 40.0 feet Northeasterly from centerline and bears North 33°13'32" East from Station 1+85.95 of said West College Boulevard Survey; thence North 56°46'28" West along said parallel line 207.05 feet to a point opposite Station 3+93.0 of said West College Boulevard Survey; thence continuing North 56°48'28" West, leaving said parallel line, 52.94 feet to the Real Point of Beginning.

West College Boulevard Survey Station Reference: 4+37.81 to 1+85.94.



EXHIBIT B  
TO  
OPTION AGREEMENT

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Memorandum of Option Agreement

Recording Requested By and  
When Recorded Return To:

Clark Wardle LLP  
PO Box 639  
Boise, Idaho 83701

### MEMORANDUM OF AGREEMENTS

This Memorandum of Agreements ("**Memorandum**") is entered into as of the date last set forth below, memorializing certain agreements between ALPINE GARDNER, L.C., a Utah limited liability company ("**Alpine Gardner**"), and the STATE OF IDAHO, by and through the Idaho State Board of Education, on behalf of BOISE STATE UNIVERSITY ("**Boise State**").

1. Agreements. Alpine Gardner and Boise State have, contemporaneously herewith, entered into a Lease Agreement and an Option to Purchase (collectively ("**Agreements**") relating to certain real property described herein in Exhibit A ("**Subject Property**"). The parties hereto desire to record this instrument to memorialize the existence of such rights and obligations under the Agreements.

2. Successors. The rights and obligations created in the Agreements shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of the parties.

3. Incorporation and Conflicts. All of the terms and conditions of the Agreements are incorporated herein by reference as though set forth fully herein. In the event of any conflict between the terms hereof and of the terms of the Agreements, the terms of the Agreements shall prevail.

**[signatures to follow]**

IN WITNESS WHEREOF, this Memorandum of Agreements is executed as of the date last set forth below.

ALPINE GARDNER, L.C.,  
a Utah limited liability company, by its manager

By: KC Gardner Company, L.C.,  
a Utah limited liability company.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Manager

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

This document was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_, the Manager of KC Gardner Company, L.C., the Manager of Alpine Gardner, L.C.

Signature of Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF IDAHO  
BOISE STATE UNIVERSITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

This record was acknowledged before me on \_\_\_\_\_ (date)  
personal appeared \_\_\_\_\_, known or identified to me to be the person  
whose name is subscribed to the foregoing instrument on behalf of Boise State  
University as Lessee, and acknowledge to me that he/she executed the same on  
behalf of the Lessee.

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

Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A**  
**Description of Subject Property**

A tract of land in Lot 8 of Section 10, Township 3 North, Range 2 East, Boise Meridian, Ada County, Idaho, being a portion of Vacated Block 15 of Boise City Park Subdivision, according to the official plat thereof, filed in Book 5 of Plats at Page 217, Official Records of Ada County, Idaho, and more particularly described as follows:

Beginning at the southeast corner of Sherwood and Lusk Street; thence South 20°36'30" West 161.37 feet on the Easterly right of way line of said Lusk Street to a point on the Northerly right of way line of College Boulevard; thence South 57°07'30" East 260.00 feet on the Northerly right of way of College Boulevard; thence North 20°36' East 166.62 feet; thence South 69°24' East 150 feet to a point on the Westerly right of way line of Capitol Boulevard; thence North 30°55'54" East 50.82 feet on the Westerly right of way line of Sherwood Street; thence North 69°24' West 413.16 feet along the south right of way line of Sherwood Street to the Point of Beginning.

EXCEPT the right of way to the State of Idaho as shown in Second Judgment and Decree of Condemnation, recorded December 5, 1973, as Instrument No. 868164, and also recorded December 13, 1973, as Instrument No. 868961, Official Records, and described as follows:

A parcel of land being on the Northeasterly side of the centerline of the West College Boulevard Survey as shown on the plans of US Highway Nos. 20, 26, and 30, Project No. T-4030(1) Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and lying over and across Lots 13 through 21 and a portion of Lot 22 of Block 15 of Boise City Park Subdivision, and vacated Lusk Street adjacent to said Block 15, according to the official plat thereof now on file in Book 5 of Plats at Page 217, records of Ada County, Idaho, lying and being situate in Government Lot 8 of Section 10, Township 3 North, Range 2 East, Boise Meridian, described as follows, to-wit:

Commencing at the Northwesterly corner of the tract of land as described in that certain Corporation Warranty Deed dated October 29, 1965, recorded January 31, 1966 as Instrument No. 631594, records of Ada County, Idaho, which corner is shown of record to be the Southeasterly corner of Sherwood and Lusk Streets as the same now exists; thence South 20°57'51" West (shown of record to be South 20°36'30" West) along the Southeasterly right of way line of said existing Lusk Street 140.81 feet to a point that bears North 22°28'59" East 44.98 feet from Station 4+37.81 of the West College Boulevard Survey as shown on the plans of said US Highway No. 20, 26, and 30, Project No. T-2030(1) Highway Survey and being the Real Point of Beginning; thence continuing South 20°57'51" West (shown of record to be South 20°36'5" West) along said existing Southeasterly right of way line 20.56 feet to a point in the Northeasterly right of way line of existing West College Boulevard; thence South 56°46'09" East (shown of record to be South 57°07'30" East) 260.0 feet to the most Southerly corner of the tract of land as conveyed by that certain Deed dated September 15, 1971 and recorded as Instrument No. 783126 in the County Recorder's Office, Ada County, Idaho; thence North 20°57'21" East (shown of record to be North 20°36' East) along the Southeasterly line of said tract of land 20.58 feet to a point in a line parallel with and 40.0 feet Northeasterly from centerline and bears North 33°13'32" East from Station 1+85.95 of said West College Boulevard Survey; thence North 56°46'28" West along said parallel line 207.05 feet to a point opposite Station 3+93.0 of said West College Boulevard Survey; thence continuing North 56°48'28" West, leaving said parallel line, 52.94 feet to the Real Point of Beginning.

West College Boulevard Survey Station Reference: 4+37.81 to 1+85.94.

**CONSENT**  
**OCTOBER 19, 2022**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Multi-year contract for Ryan Looney, Head Men's Basketball Coach

**REFERENCE**

June 2019

The Idaho State Board of Education (Board) approved a five year employment agreement with Head Men's Basketball Coach Ryan Looney. Pay and incentives approved at that time.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

In June 2019, the Board approved a five-year employment contract with Ryan Looney. Ryan has slowly and steadily improved the Men's Basketball program through exemplary recruiting and building a culture of excellence. The team has performed at an average of 980 and above for Academic Progress Rate (APR), won its first Big Sky Tournament Game in nine years, and beat the University of Montana for the first time in 19 years. Idaho State University (ISU) requests approval to enter into a new contract with Coach Looney as Head Men's Basketball Coach in an effort to continue to retain a high-performing coach who is central to the positive culture of ISU athletics by extending the contract term and granting a salary increase, which is equal to that dictated by the CEC allocation and formula at Idaho State University.

**IMPACT**

The new contract will be for four years and seven months, extending from October 20, 2022 to May 7, 2027. The previous salary of \$115,000 will increase to \$123,687.00 with incentives as follows:

- Supplemental Compensation: The potential supplemental compensation described herein shall be available to Coach only in years when the following conditions are met: (1) the single year APR is above 970 and (2) the Team operates within the assigned and agreed upon Men's Basketball budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.
  - Each year the Team is the Big Sky Conference Regular Season Champion or Co-Champion, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing May 1, the University shall pay to Coach supplemental compensation in an amount equal to \$6,000 during the fiscal year in which the Championship or Co-Championship is achieved. The

**CONSENT  
OCTOBER 19, 2022**

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University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

- Each year Coach is named Big Sky Conference Coach of the Year, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to two (2) weeks (2/52) of Coach's Annual Salary during the fiscal year in which the Big Sky Conference Coach of the Year honor is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.
- Each year the Team wins the Big Sky Conference Men's Basketball Tournament, or otherwise earns a bid to the NCAA Men's Basketball Championship, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing July 1, the University shall pay to Coach supplemental compensation in an amount equal to two (2) weeks (2/52) of Coach's Annual Salary during the fiscal year in which the NCAA Tournament Bid is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.
- Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$6,000 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; 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.

<u>Men's Basketball Single Year APR Score:</u>	<u>Incentive Pay Up To:</u>
970-979	\$ 3,000
980-989	\$ 3,500
990-999	\$ 4,000
1000	\$ 6,000

- Record Bonus. The University will provide to Coach supplemental compensation in the amount of \$4,000 for winning 18 or 19 regular

**CONSENT  
OCTOBER 19, 2022**

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season Division I Men's Basketball games, and \$6,000 for winning 20 or more regular season Division I Men's Basketball games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the record was achieved.

- Each year the Team advances in the NCAA Men's Basketball Tournament, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	64 Teams	1 <sup>st</sup> win	\$ 5,000
Round 2	32 Teams	2 <sup>nd</sup> win	\$10,000
Round 3	16 Teams	3 <sup>rd</sup> win	\$12,000
Round 4	8 Teams	4 <sup>th</sup> win	\$15,000
Round 5	4 Teams	5 <sup>th</sup> win	\$20,000
Round 6	2 Teams	6 <sup>th</sup> win	\$30,000

Possible total national championship winner computation bonus is \$92,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1 of the year the goal was achieved.

- Each year the Team advances in the National Invitation Tournament (NIT) Men's Basketball Postseason Tournament, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	32 Teams	1 <sup>st</sup> win	\$2,000
Round 2	16 Teams	2 <sup>nd</sup> win	\$3,000
Round 3	8 Teams	3 <sup>rd</sup> win	\$4,000
Round 4	4 Teams	4 <sup>th</sup> win	\$5,000
Round 5	2 Teams	5 <sup>th</sup> win	\$6,000

Possible bonus compensation total for winning NIT Men's Basketball Postseason Tournament is \$20,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1 of the year the goal was achieved.



**CONSENT**  
**OCTOBER 19, 2022**

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- Coach shall receive the sum of \$15,000 from the University or the University'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. To receive this bonus Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1 of the year the bonus was achieved. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

**ATTACHMENTS**

Attachment 1 – Proposed Clean Contract  
Attachment 2 – Redline from Model Contract  
Attachment 3 – Redline from Current Contract  
Attachment 4 – APR Summary  
Attachment 5 – Salary and Incentive Sheet  
Attachment 6 – Liquidated Damages Sheet  
Attachment 7 – Max Compensation Calculation

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed employment agreement is in substantial conformance with the Board's model contract. Information regarding the university's obligation to pay liquidated damages and how that compares to other institutions is included in the Attachment 6.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University to enter into a four-year, seven-month employment agreement with Ryan Looney, Head Men's Basketball Coach, commencing on October 20, 2022 and terminating on May 7, 2027, at a base salary of \$139,287 and supplemental compensation provisions as submitted.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**ATHLETICS MULTI-YEAR CONTRACT  
RYAN LOONEY, HEAD COACH - MEN'S BASKETBALL**

**EMPLOYMENT AGREEMENT**

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

**1.2. Reporting Relationship.** Coach shall report and be responsible directly to the University's Athletic Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's 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 3.2.4. shall cease.

**ARTICLE 2**

**2.1. Term.** This Agreement is for a fixed-term appointment of approximately four (4) years and seven (7) months, commencing on October 20, 2022 and terminating, without further notice to Coach, on May 7th, 2027 unless sooner terminated in accordance with other provisions of this Agreement.

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

### ARTICLE 3

#### 3.1 Regular Compensation

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

- a) An annual salary of \$123,687 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 when the following conditions are met: (1) the single year APR is above 970 and (2) the Team operates within the assigned and agreed upon Men's Basketball budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

3.2.1. Each year the Team is the Big Sky Conference Regular Season Champion or Co-Champion, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$6,000 during the fiscal year in which the Championship or Co-Championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2. Each year Coach is named Big Sky Conference Coach of the Year, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two (2) weeks (2/52) of Coach's Annual Salary during the fiscal year in which the Big Sky Conference Coach of the Year honor is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3. Each year the Team wins the Big Sky Conference Men's Basketball Tournament, or otherwise earns a bid to the NCAA Men's Basketball Championship, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two (2) weeks (2/52) of Coach's Annual Salary during the fiscal year in which the NCAA Tournament Bid is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$6,000 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; 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.

<u>Men's Basketball Single Year APR Score:</u>	<u>Incentive Pay Up To:</u>
970-979	\$ 3,000
980-989	\$ 3,500
990-999	\$ 4,000
1000	\$ 6,000

3.2.5 Record Bonus. The University will provide to Coach supplemental compensation in the amount of \$4,000 for winning eighteen or nineteen (18 or 19) regular season Division I Men's Basketball games, and \$6,000 for winning twenty (20) or more regular season Division I Men's Basketball games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the record was achieved.

3.2.6 Each year the Team advances in the NCAA Men's Basketball Tournament, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing May 1<sup>st</sup>, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	64 Teams	1 <sup>st</sup> win	\$ 5,000
Round 2	32 Teams	2 <sup>nd</sup> win	\$10,000
Round 3	16 Teams	3 <sup>rd</sup> win	\$12,000
Round 4	8 Teams	4 <sup>th</sup> win	\$15,000
Round 5	4 Teams	5 <sup>th</sup> win	\$20,000
Round 6	2 Teams	6 <sup>th</sup> win	\$30,000

Possible total national championship winner computation bonus is \$92,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the goal was achieved.

3.2.7 Each year the Team advances in the NIT Men's Basketball Postseason Tournament, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1<sup>st</sup>, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	32 Teams	1 <sup>st</sup> win	\$2,000
Round 2	16 Teams	2 <sup>nd</sup> win	\$3,000
Round 3	8 Teams	3 <sup>rd</sup> win	\$4,000
Round 4	4 Teams	4 <sup>th</sup> win	\$5,000
Round 5	2 Teams	5 <sup>th</sup> win	\$6,000

Possible bonus compensation total for winning NIT Men's Basketball Postseason Tournament is \$20,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the goal was achieved.

3.2.8 Coach shall receive the sum of \$15,000.00 from the University or the University'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). To receive this bonus Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the bonus was achieved. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

3.2.9 (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth Idaho State University 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 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 Men's Basketball 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 Men's Basketball 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 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: \$100,000.00 if termination occurs within one year of the contract commencement date, \$75,000.00 if termination occurs within two years of the contract commencement date, \$50,000.00 if termination occurs within three years of the contract commencement date, and \$25,000.00 anytime thereafter prior to the expiration date. 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 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 for a period equal to any such prevention, delay or stoppage.

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

**6.10 Notices.** Any notice under this Agreement shall be in physical or electronic writing and be delivered in person, by email to the official university 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  
                                  Kevin Satterlee  
                                  Idaho State University  
                                  MS 8310  
                                  Pocatello, ID 83209

Coach:                     Ryan Looney  
                                  Last address on file with

## Idaho State University 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**

Signature: \_\_\_\_\_  
 Printed Name: Kevin Satterlee  
 Idaho State University President  
 Date: \_\_\_\_\_

**Coach**

Signature: \_\_\_\_\_  
 Printed Name: Ryan Looney  
 Head Coach  
 Men's Basketball  
 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.]





**ATHLETICS MULTI-YEAR CONTRACT**  
**RYAN LOONEY,[COACH NAME], HEAD COACH - MEN'S BASKETBALL[SPORT]**

**EMPLOYMENT AGREEMENT**

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY (University), and RYAN LOONEY[LEGAL NAME OF COACH] (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 Men's Basketball Team[INSERT SPORT/TEAM] (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

**1.2. Reporting Relationship.** Coach shall report and be responsible directly to the University's Athletic Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's 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 3.2.4. shall cease.

**ARTICLE 2**

**2.1. Term.** This Agreement is for a fixed-term appointment of approximately four (4) years and seven (7) months,[INSERT TERM OF YEARS 3 OR LESS], commencing on October 20, 2022[INSERT COMMENCEMENT DATE] and terminating, without further notice to Coach, on May 7th, 2027[INSERT TERMINATION DATE] unless sooner terminated in accordance with other provisions of this Agreement.

**2.2. Extension or Renewal.** This Agreement is renewable solely upon an offer from the University and an acceptance by Coach, both of which must be in writing and signed by the parties. Any renewal is subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to

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

### ARTICLE 3

#### 3.1 Regular Compensation

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

- a) An annual salary of ~~\$123,687~~[INSERT SALARY AMOUNT IN USD] 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 when the following conditions are met: (1) ~~the single year~~[INSERT CONDITIONS SUCH AS MINIMUM APR is above 970 THRESHOLD] and (2) the Team operates within the assigned and agreed upon ~~Men's Basketball~~[TEAM/SPORT] budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

3.2.1. Each year the Team is the ~~Big Sky Conference Regular Season Champion or Co-Champion~~[INSERT TRIGGER EVENT: BIG SKY CHAMP, COACH OF YEAR, ETC], and if Coach continues to be

employed as University's Head ~~Men's Basketball~~[INSERT TEAM/SPORT] Coach as of the ensuing ~~May~~July 1st, the University shall pay to Coach supplemental compensation in an amount equal to ~~\$6,000~~[INSERT AMOUNT IN WEEKS] of Coach's Annual Salary during the fiscal year in which the ~~Championship or Co-Championship~~[TRIGGER EVENT] is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

~~3.2.2. Each year Coach is named Big Sky Conference Coach of the Year, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two (2) weeks (2/52) of Coach's Annual Salary during the fiscal year in which the Big Sky Conference Coach of the Year honor is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3. Each year the Team wins the Big Sky Conference Men's Basketball Tournament, or otherwise earns a bid to the NCAA Men's Basketball Championship, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two (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) weeks (2/52) of Coach's Annual Salary during the fiscal year in which the NCAA Tournament Bid is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.4~~ Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~\$6,000~~[INSERT USD AMOUNT] 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; 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.

Men's Basketball Single Year[TEAM/SPORT] APR Score: \_\_\_\_\_

\_\_\_\_\_ Incentive Pay Up To:

970-979

\_\_\_\_\_ \$ 3,000\$ [USD AMOUNT]

980-989

\_\_\_\_\_ \$ 3,500\$ [USD AMOUNT]

990-999

\_\_\_\_\_ \$ 4,000\$ [USD AMOUNT]

1000

\_\_\_\_\_ \$ 6,000\$ [USD AMOUNT]

~~3.2.5—Record Bonus. The University will provide to Coach supplemental compensation in the amount of \$4,000 for winning eighteen or nineteen (18 or 19) regular season Division I Men's Basketball games, and \$6,000 for winning twenty (20) or more regular season Division I Men's Basketball games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the record was achieved.~~

~~3.2.6—Each year the Team advances in the NCAA Men's Basketball Tournament, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing May 1<sup>st</sup>, the University shall pay Coach supplemental compensation in an amount equal to the following:~~

Round 1	64 Teams	1 <sup>st</sup> win	\$ 5,000
Round 2	32 Teams	2 <sup>nd</sup> win	\$10,000
Round 3	16 Teams	3 <sup>rd</sup> win	\$12,000
Round 4	8 Teams	4 <sup>th</sup> win	\$15,000
Round 5	4 Teams	5 <sup>th</sup> win	\$20,000
Round 6	2 Teams	6 <sup>th</sup> win	\$30,000

~~Possible total national championship winner computation bonus is \$92,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the goal was achieved.~~

~~3.2.7—Each year the Team advances in the NIT Men's Basketball Postseason Tournament, and if Coach continues to be employed as University's head Men's Basketball coach as of the ensuing May 1<sup>st</sup>, the University shall pay Coach supplemental compensation in an amount equal to the following:~~

Round 1	32 Teams	1 <sup>st</sup> win	\$2,000
Round 2	16 Teams	2 <sup>nd</sup> win	\$3,000
Round 3	8 Teams	3 <sup>rd</sup> win	\$4,000
Round 4	4 Teams	4 <sup>th</sup> win	\$5,000
Round 5	2 Teams	5 <sup>th</sup> win	\$6,000

~~Possible bonus compensation total for winning NIT Men's Basketball Postseason Tournament is \$20,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the goal was achieved.~~

~~3.2.8—Coach shall receive the sum of \$15,000.00 from the University or the University'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). To receive this bonus Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the bonus was achieved. The~~

~~University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.~~

### ~~3.2.9~~

~~3.2.4~~ (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth ~~Idaho State University Men's Basketball~~ [TEAM/SPORT] 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 ~~Men's Basketball~~ [TEAM/SPORT] Camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach's participation in the University's ~~Men's Basketball~~ [TEAM/SPORT] 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 ~~Men's Basketball~~ [TEAM/SPORT] 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 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: ~~\$100,000.00 if termination occurs within one year of the contract commencement date, \$75,000.00 if termination occurs within two years of the contract commencement date, \$50,000.00 if termination occurs within three years of the contract commencement date, and \$25,000.00 anytime thereafter prior to the expiration date.~~ [INSERT SUM]. 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 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 for a period equal to any such prevention, delay or stoppage.

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

**6.10 Notices.** Any notice under this Agreement shall be in physical or electronic writing and be delivered in person, by email to the official university 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  
Kevin Satterlee  
Idaho State University  
MS 8310  
Pocatello, ID 83209

Coach: Ryan Looney [INSERT COACH NAME AND CONTACT INFO]  
Last address on file with  
Idaho State University 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: \_\_\_\_\_  
Printed Name: Kevin Satterlee  
Idaho State University President

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: ~~Ryan Looney~~ [COACH NAME]  
Head Coach  
~~Men's Basketball~~ [SPORT/TEAM]  
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.]

**ATHLETICS IDAHO STATE UNIVERSITY MEN'S BASKETBALL HEAD COACH**  
**MULTI-YEAR CONTRACT**  
**RYAN LOONEY, HEAD COACH - MEN'S BASKETBALL**  
**(Template adopted by Idaho State Board of Education, December 20, 2018)**

**EMPLOYMENT AGREEMENT**

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to 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 3.2.4.10 shall cease.

**ARTICLE 2**

2.1. Term. This Agreement is for a fixed-term appointment of approximately four (4) years and seven (7) months, commencing on October 20, 2022 April 29<sup>th</sup>, 2019 and terminating, without further notice to Coach, on May 7<sup>th</sup>, 2027 5<sup>th</sup>, 2024 unless sooner terminated in accordance with other provisions of this Agreement.



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

### ARTICLE 3

#### 3.1 Regular Compensation.

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

- a) An annual salary of \$~~123,687~~115,000 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 PresidentChief Executive Officer and approved by the Board;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements -(except that in accordance with Board Policy II.H.6.b.ii, University and Universityand 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 PresidentChief Executive Officer, in the President'sChief Executive Officer's discretion, to institute furloughs or to take such other actions consistent with Board policy as the PresidentChief Executive Officer may determine to be necessary to meet such

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

3.2 Supplemental Compensation: ~~The potential supplemental compensation described herein shall be available to Coach only in years when the following conditions are met: (1) the single year APR is above 970 and (2) the Team operates within the assigned and agreed upon Men's Basketball budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.~~

~~3.2.1. Each year the Team is the Big Sky Conference Regular Season Championconference champion or Co-Championco-champion, and if Coach continues to be employed as University's Head Men's Basketball CoachUniversity's head men's basketball coach as of the ensuing May 1st, the University shall pay to Coach supplemental compensation in an amount equal to \$6,000two weeks (2/52) of Coach's Annual Salary during the fiscal year in which the Championshipchampionship or Co-Championshipis-eligibility are achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.1. 3.2.2 Each year the Coach is named as the Big Sky Conference Coach of the Year, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing May 1st, the University shall pay Coach supplemental compensation in an amount equal to two weeks (2/52) of Coach's Annual Salary in effect on the date that Coach is named Big Sky Conference Coach of the Year. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3 Each year Coach is named the Team either wins the Big Sky Conference Coach of the Year~~

~~3.2.2. Tournament or obtains an NCAA Men's Basketball Tournament berth, and if Coach continues to be employed as University's Head Men's Basketball CoachUniversity's head men's basketball coach as of the ensuing JulyMay 1<sup>st</sup>, the University shall pay to Coach supplemental compensation in an amount equal to two (2) weeks (2/52) of -Coach's Annual Salary during the fiscal year in which the Big Sky Conference Coach of the Year honorpost-season participation is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

~~3.2.3. Each year the Team wins the Big Sky Conference Men's Basketball~~

~~3.2.1. Tournament, or otherwise earns a bid to the NCAA Men's Basketball Championship, and if Coach continues to be employed as University's Head Men's Basketball Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to two (2) weeks (2/52) of Coach's Annual Salary during the fiscal year in which the NCAA Tournament Bid is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

3.2.4 Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$65,000 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/Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate; set by the Board, grade point averages; difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; 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 and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

Men's Basketball Single Year Team APR Score:

Incentive Pay Up To:

970-979	<u>\$ 32,000</u>
980-989	<u>\$ 32,500</u>
990-999	<u>\$ 43,000</u>
1000	<u>\$ 61,000</u>

3.2. \$5 Record Bonus. The University will provide to .000

3.2.5 Each year Coach shall be eligible to receive supplemental compensation in thean amount of \$4,000 for winning eighteen or nineteen (18 or 19) regular season Division I Men's Basketball games, and up to \$6,000.00 for winning twenty (20) or more regular season Division I Men's Basketball games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and men's basketball games, provided that Coach must continue to be employed as University's Head Men's Basketball Coach University's men's basketball coach as of the ensuing May 1<sup>st</sup> of the year the record was achieved.

3.2.6 Each year the Team advances in the NCAA Men's Basketball Tournament, and if Coach continues to be employed as University's head men's basketball coach as of the ensuing May 1<sup>st</sup>, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	64 Teams	1 <sup>st</sup> win	\$ 5,000
Round 2	32 Teams	2 <sup>nd</sup> win	<u>\$10,000</u>

Round 3	16 Teams	3 <sup>rd</sup> win	\$12,000
Round 4	8 Teams	4 <sup>th</sup> win	\$15,000
Round 5	4 Teams	5 <sup>th</sup> win	\$20,000
Round 6	2 Teams	6 <sup>th</sup> win	\$30,000

Possible total national championship winner computation bonus is \$92,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. ~~Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the goal was achieved.~~

3.2.7 Each year the Team advances in the NIT Men's Basketball ~~Postseason~~Post-Season Tournament, and if Coach continues to be employed as University's head ~~Men's Basketball~~men's basketball coach as of the ensuing May 1<sup>st</sup>, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	32 Teams	1 <sup>st</sup> win	\$2,000
Round 2	16 Teams	2 <sup>nd</sup> win	<del>_____</del> \$3,000
Round 3	8 Teams	3 <sup>rd</sup> win	\$4,000
Round 4	4 Teams	4 <sup>th</sup> win	\$5,000
Round 5	2 Teams	5 <sup>th</sup> win	\$6,000

Possible bonus compensation total for winning NIT ~~Men's~~Mens's Basketball ~~Postseason~~Post-Season Tournament ~~is~~ \$20,000.00. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation. ~~Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950 or better, and Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the goal was achieved.~~

3.2.8 Coach shall receive the sum of \$15,000.00 from the University or the University'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). ~~To receive this bonus Coach must continue to be employed as University's Head Men's Basketball Coach as of the ensuing May 1st of the year the bonus was achieved.~~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. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

3.2.9 (SUMMER CAMP—OPERATED BY COACH) Coach may operate a summer youth boys basketball camp at the University (College) under the following conditions:

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

c) 3.2.9 (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth Idaho State University 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 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 Men's Basketball 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 Men's Basketball 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.

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

- d) Coach complies with all NCAA, Conference, and University (College) rules and regulations related, directly or indirectly, to the operation of summer youth camps;
- e) Coach or the private enterprise enters into a contract with University and Chartwell's for all campus goods and services required by the camp.
- f) Coach or private enterprise pays for use of University facilities.
- g) Within thirty days of the last day of the summer youth camp(s), Coach shall submit to the 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

Director a final accounting and "Camp Summary Sheet." A copy of the "Camp Summary Sheet" is attached to this Agreement as Exhibit A.

- h) 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, Coach or the private enterprise shall defend and indemnify the State of Idaho, the University and the Board 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 Coach or the private enterprise and not the University while engaged in camp activities. Coach and all other University 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. 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) shall not be under any obligation to permit a summer youth camp to be held by Coach after the effective date of such termination, suspension, or reassignment, and the University (College) shall be released from all obligations relating thereto.

**3.3—Apparel Agreement-2.10** Coach agrees that the University has the exclusive right to select footwear, apparel, and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the ~~University is~~ 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 (Company Name) product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Apparel Entity Adidas, or give a lecture at an event sponsored in whole or in part by Apparel Entity Adidas, 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~~ men's basketball coach. In order to avoid entering into an agreement with a competitor of ~~Apparel Entity~~ Adidas, 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~~ including Adidas, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

**3.43** General Conditions of Compensation. All compensation provided by the ~~University to~~ 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 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's ~~policies~~Policies and ~~procedures~~Procedures; (c) University's Administrative Procedures Manual; (d) the policies of the Department; (~~de~~) NCAA rules and regulations; and (~~ef~~) the rules and regulations of the Big Sky conference of which the ~~University is~~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~~Chief Executive Officer~~, enter into separate arrangements for outside activities and endorsements which are consistent with Coach's



obligations under this Agreement. Coach may not use the University's name, logos, or trademarks in connection with any such arrangements without the prior written approval of the Director and ~~University Marketing and Communication~~the Chief Executive Officer.

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the ~~President~~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 ~~President's Office~~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 ~~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~~Chief Executive Officer and the Board.

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

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

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

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

## 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 or NAIA member institution;

- d) Ten (10) working days' absence of Coach from duty without the ~~Director's~~University's consent;
- e) Any conduct of Coach that ~~the University determines brings Coach into general public disrepute, contempt, scandal, or ridicule~~constitutes moral turpitude 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: ~~\$100,000.00~~ if termination occurs within one year of the contract commencement date, \$75,000.00 if termination occurs within two years of the contract commencement date, \$50,000.00 if termination occurs within three years of the contract commencement date, and \$25,000.00 anytime thereafter prior to the expiration date. 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 ~~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 Board Approval. This Agreement shall not be effective ~~until and 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~~ Agreement shall be subject to the approval of the Board, ~~if required~~ the Chief Executive Officer, and the ~~President~~ 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~~ University's rules regarding financial exigency.

6.2 University Property. All personal property, (excluding vehicle(s) provided through the Courtesy Car), 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 for a period equal to any such prevention, delay or stoppage.

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

6.10 Notices. Any notice under this Agreement shall be in ~~physical or electronic~~ writing and be delivered in person, ~~by email to the official university 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: ~~\_\_\_\_\_~~ (College): Director of Athletics

Pauline Thiros

Idaho State University

MS921 So. 8<sup>th</sup> Ave. Stop 8173

\_\_\_\_\_ Pocatello, ID 83209



with 83209 with a copy to: President/Chief Executive Officer  
Kevin Satterlee  
Idaho State University  
MS921 So. 8<sup>th</sup> Ave. Stop 8310  
Pocatello, ID 83209

Coach: Ryan Looney  
 Last known address on file with  
Idaho State University University's Human Resources  
Resource Services

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day electronic 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/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 Ryan Looney**

Signature: \_\_\_\_\_

Printed Name: KevinSatterlee: \_\_\_\_\_Idaho State University PresidentChief Executive Officer

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: RyanLooney: \_\_\_\_\_Head CoachMen's Basketball

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.]

## IDAHO STATE UNIVERSITY

Men's Basketball

## SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2016-17	2017-18	2018-19	2019-20	2020-21	REPORT YEAR
Men's Basketball	958	980	981	981	1000	Raw Score for single year
Percentile Rank within Sport	20-30	20-30	20-30	Not Calculated	70-80	

## MULTI-YEAR APR (4-Year Rolling Average)

Men's Basketball	950	949	955	975	985
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**Big Sky Conference Men's Basketball Head Coach Salary and Incentives Chart**

Supporting Information for ISU Head Men's Basketball Coach (Ryan Looney) Contract

COACH	INSTITUTION	BASE SALARY	INCENTIVES
David Patrick	Sacramento State	\$ 300,000.00	Annual 7% of current base salary in retention bonus \$150,000 Talent Fee (for appearing to media and fundraising events) BSC Coach of the Year \$10,000 Big Sky Tournament Champion \$10,000 Big Sky Regular Season Champion \$15,000 At large selection to NCAA Tournament \$15,000 Named National Coach of the Year \$15,000 Each NCAA Tournament win \$20,000 NIT Invitation \$15,000 Each NIT Tournament Win \$15,000 National Championship \$50,000 Rolling APR of 940 or above \$5,000 GPA of 3.0 or above \$5,000 GSR of 86% or above \$5,000
Eric Duft	Weber State	\$ 167,294.00	Big Sky Regular Season Champion \$2,000 Big Sky Tournament Champion \$2,000 APR of 950 or greater \$2,000 BSC Coach of the Year \$2,000 NCAA Tournament win in Rounds 1, 2, or 3 - \$10,000 each win NCAA Tournament win beyond Round 3 - \$25,000 each win Each NIT Tournament Win in Rounds 1,2,3 - \$1,500 each win NIT Tournament Win beyond Round 3 - \$5,000 each win
Danny Sprinkle	Montana State	\$ 185,711.00	Retention bonus of \$50,000 annually to remain employed at July 1st each year Contract states Coach will be paid "an amount agreed upon by AD annually" for media appearances GPA of 2.9 - 3.10 grants a bonus of \$2,000 - \$4,000 respectively APR of 950 or greater \$2,500 GSR above national average \$5,000 No "0/2" calculations for APR \$1,000 \$30,000 Fundraising Bonus BSC Coach of the Year \$5,000 BSC Regular Season Championship \$5,000 BSC Tournament Championship OR At Large NCAA Bid \$15,000 NIT Tournament up to \$15,000 depending upon wins NCAA Tournament up to \$140,000 depending upon wins Up to \$8,500 attendance bonuses depending upon increase from prior year
Jase Coburn	Portland State	\$ 165,000.00	\$2,500 for 20 wins vs. Division I opponents \$5,000 for advancing to the NCAA Tournament \$5,000 for each NCAA Tournament win \$2,500 for advancing to the WNIT \$2,500 for each WNIT win \$5,000 for earning a single year APR of 980 or higher \$5,000 for earning a BSC regular season Championship, including a tie \$5,000 for earning BSC Coach of the Year
			\$4,000 - \$5,000 for Team GPA of 3.2 - 3.5+ respectively \$2,000 - \$7,500 for APR of 950-1000 ascending

**Big Sky Conference Men's Basketball Head Coach Salary and Incentives Chart**

Supporting Information for ISU Head Men's Basketball Coach (Ryan Looney) Contract

COACH	INSTITUTION	BASE SALARY	INCENTIVES
Shane Burcar	Northern Arizona	\$ 198,000.00	\$8,000 for BSC Regular Season Championship, including ties \$8,000 for BSC Tournament Championship \$4,000 for each NCAA Tournament win \$4,000 for NIT appearance \$8,000 for NIT Championship \$5,000 for BSC Coach of the Year
Zac Claus	Idaho	\$ 130,000.00	\$20,000 Media Bonus \$2,000 for APR of 950+, \$5,000 for 985+ BSC Coach of the Year \$2,000 BSC Regular Season Championship 1/13th of salary
Steve Smiley	Northern Colorado	\$ 156,398.00	\$5,000 for GPA over 2.8 in each semester (\$2,500 per semester) \$2,500 for APR above 940 \$2,500 for GSR above 80% \$1,500 for any student athlete being named NCAA Academic All America Team \$1,000 for meeting marketing and communications expectations of the AD \$2,500 for meeting the expectations of the University Compliance Office \$1,500 for a top 5 finish in BSC standings \$1,000 for BSC Regular Season Championship \$2,500 for making the NCAA Tournament
David Riley	Eastern Washington	\$ 154,000.00	\$2,500 for 20 wins vs. Division I opponents \$2,500 for Team GPA 3.0+ \$2,500 for APR above 940 \$5,000 for BSC Regular Season Championship \$5,000 for BSC Tournament Championship \$1,000 for each BSC Tournament Win, a bye is considered a Win \$2,500 for BSC Coach of the Year \$2,500 for NIT appearance plus \$2,500 for each NIT win \$5,000 for NCAA At Large Bid, plus \$5,000 for each NCAA Tournament Win \$5,000 for each win over a guarantee game opponent
Travis DeCuire	Montana	\$ 185,711.00	Retention bonus of \$50,000 annually to remain employed at July 1st each year Contract states Coach will be paid "an amount agreed upon by AD annually" for media appearances GPA of 2.9 - 3.10 grants a bonus of \$2,000 - \$4,000 respectively APR of 950 or greater \$2,500 GSR above national average \$5,000 No "0/2" calculations for APR \$1,000 \$30,000 Fundraising Bonus BSC Coach of the Year \$5,000 BSC Regular Season Championship \$5,000 BSC Tournament Championship OR At Large NCAA Bid \$15,000 NIT Tournament up to \$15,000 depending upon wins NCAA Tournament up to \$140,000 depending upon wins Up to \$8,500 attendance bonuses depending upon increase from prior year
			\$6,000 for BSC Regular Season Championship Two Weeks salary for BSC Coach of the Year Two Weeks salary for BSC Tournament Championship

Big Sky Conference Men's Basketball Head Coach Salary and Incentives Chart  
Supporting Information for ISU Head Men's Basketball Coach (Ryan Looney) Contract

COACH	INSTITUTION	BASE SALARY	INCENTIVES
Ryan Looney	Idaho State	\$ 139,287.00	<div>\$3,000 - \$6,000 for APR 970-1000</div> <div>\$4,000 for 18 or 19 Wins, \$6,00 for 20 or more Wins</div> <div>NCAA Tournament Wins Round 1 <del>16</del>4 Teams1st win\$ 5,000</div> <div>Round 2 <del>32</del>2 Teams2nd win\$10,000<del>2</del></div> <div>Round 3 <del>16</del>6 Teams3rd win\$12,000</div> <div>Round 4 <del>8</del> Teams4th win\$15,000</div> <div>Round 5 <del>4</del> Teams5th win\$20,000</div> <div>Round 6 <del>2</del> Teams6th win\$30,000</div> <div>NIT Wins Round 1 <del>32</del>2 Teams1st win\$2,000</div> <div>Round 2 <del>16</del>6 Teams2nd win\$3,000</div> <div>Round 3 <del>8</del> Teams3rd win\$4,000</div> <div>Round 4 <del>4</del> Teams4th win\$5,000</div> <div>Round 5 <del>2</del> Teams5th win\$6,000</div> <div>\$15,000 Media bonus</div>

**Big Sky Conference Men's Basketball Head Coach Salary and Incentives Chart**

Supporting Information for ISU Head Men's Basketball Coach (Ryan Looney) Contract

COACH	INSTITUTION	LENGTH OF CONTRACT	2021 Total Compensation	LIQUIDATED DAMAGES CLAUSE?	TYPE OF LIQUIDATED DAMAGES CLAUSE	STRUCTURE OF LIQUIDATED DAMAGES
David Patrick	Sacramento State	6 years, automatic 1 year extension for 4th place finish or .500 record	\$ 210,500.00	NO	Coach must inform the Director if Coach is seeking another position and obtain a release to do so.	
Eric Duft	Weber State	3 years	\$ 120,068.00	YES	Flat Rate	\$40,000
Danny Sprinkle	Montana State	4 years	\$ 323,009.60	YES	Tied to value of compensation for years remaining on the contract	...Coach will pay University, as liquidated damages: an amount equal to that portion (pro-rata) of the Coach's Base salary and benefits remaining unpaid under this Agreement.
Jase Coburn	Portland State	5 years	\$ 165,000.00	YES	Flat Rate	\$30,000
Shane Burcar	Northern Arizona	5 years	\$ 214,058.00	YES	Descending rate from Year 1 to Year 5	\$40,000 to \$10,000
Zac Claus	Idaho	3 years	\$ 137,500.00	YES	Sliding Scale	Coach will pay 1/2 of the remaining total salary for the remainder of the contract
Steve Smiley	Northern Colorado	5 years	\$ 170,646.00	YES	Descending rate from Year 1 to Year 5	\$200,000 - \$50,000
David Riley	Eastern Washington	5 years	\$87,000 (Coach was appointed partially through the year)	YES	Flat Rate	An amount equal to 6 months current base salary.
Travis DeCuire	Montana	4 years	\$ 236,711.00	YES	Flat Rate or 1/2 remaining	\$250,000 or 1/2 amount remaining in salary for entire contract
Ryan Looney	Idaho State	5 years	\$ 142,477.00	YES	Flat Rate	\$20,000

## Coach Ryan Looney Maximum Compensation Calculation: FY 2022-2027

Contract Reference:		Yr 1		Yr 2		Yr 3		Yr 4		Yr 5	
3.1.1	Annual Salary	\$	123,687.00	\$	123,687.00	\$	123,687.00	\$	123,687.00	\$	123,687.00
3.2.1	Bonus: Regular Season Championship	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00
3.2.2	Bonus: BSC Coach of the Year	\$	4,757.19	\$	4,757.19	\$	4,757.19	\$	4,757.19	\$	4,757.19
3.2.3	Bonus: BSC Tournament Champion	\$	4,757.19	\$	4,757.19	\$	4,757.19	\$	4,757.19	\$	4,757.19
3.2.4	Bonus: APR Max	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00
3.2.5	Bonus: Record Bonus Max	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00	\$	6,000.00
3.2.6	Bonus: NCAA Tournament Wins Max	\$	92,000.00	\$	92,000.00	\$	92,000.00	\$	92,000.00	\$	92,000.00
3.2.7	Bonus: NIT Wins Max	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00
3.2.8	Bonus: Media Bonus	\$	15,000.00	\$	15,000.00	\$	15,000.00	\$	15,000.00	\$	15,000.00
Total Maximum Annual Compensation Under Proposed Contract:		\$	186,201.38	\$	186,201.38	\$	186,201.38	\$	186,201.38	\$	186,201.38



**CONSENT**  
**OCTOBER 19, 2022**

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**IDAHO STATE UNIVERSITY**

**SUBJECT**

Multi-year contract for Sean Carter, Head Women's Volleyball Coach

**REFERENCE**

June 2022

Idaho State University hired Sean Carter with a three-year contract which did not require SBOE approval, with a commitment to go before the Board at the earliest opportunity to seek a contract of greater than three years, not to exceed four years.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

In May 2022, Idaho State University (ISU) Volleyball Coach Samantha Stuart resigned, creating an urgent situation and need to hire a new Head Coach at a very untraditional time of year when candidates are very difficult to secure due to the proximity of the fall season. ISU entered a national search and secured Sean Carter, a well-known and regarded eight-year Associate Head Coach from Wichita State University—with ties to Idaho and Utah—to be ISU's next Head Coach. ISU committed to Coach Carter that in lieu of the lack of a spring training season and no opportunity to secure recruits for fall 2022, ISU would seek a contract term at the next opportunity, which would cover four fall seasons. ISU requests approval to enter into a new three-year, three-month contract with Coach Carter beginning on October 20, 2022.

**IMPACT**

The new contract will grant an additional season to Coach Carter at a salary of \$78,000, with consideration for annual CEC increases and the following incentives:

- \$5,000 BSC Championship
- \$4,000 NCAA Berth
- \$4,000 BSC Coach of the Year
  
- 20 wins: \$2,000.00
- 22 wins: \$2,500.00
- 24 wins: \$3,000.00
- 26 wins: \$4,000.00
  
- Single Year Team APR:                      Maximum Incentive Pay:  
970-979    \$ 700.00

**CONSENT  
OCTOBER 19, 2022**

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980-989	\$ 800.00
990-999	\$ 900.00
1000	\$1,500.00

- Team GPA of 3.5 or higher: \$1,500.00

**ATTACHMENTS**

Attachment 1 – Proposed Clean Contract  
Attachment 2 – Redline from Model  
Attachment 3 – Redline from Current Contract  
Attachment 4 – APR Summary  
Attachment 5 – Salary and Incentive Sheet  
Attachment 6 – Liquidated Damages Sheet  
Attachment 7 – Max Compensation Calculation

**STAFF COMMENTS AND RECOMMENDATIONS**

The proposed employment agreement is in substantial conformance with the Board's model contract. Information regarding the university's obligation to pay liquidated damages and how that compares to other institutions is included in the Attachment 6.

Staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University to enter into a three-year, three-month employment agreement with Sean Carter, Head Women's Volleyball Coach, commencing on October 20, 2022 and terminating on January 20, 2026, at a base salary of \$78,000 and supplemental compensation provisions, as submitted.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



ATHLETICS MULTI-YEAR CONTRACT  
SEAN JAMES CARTER, HEAD COACH - WOMEN'S VOLLEYBALL

EMPLOYMENT AGREEMENT

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

1.2. **Reporting Relationship.** Coach shall report and be responsible directly to the University's Athletic Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's 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 3.2.4. shall cease.

ARTICLE 2

2.1. **Term.** This Agreement is for a fixed-term appointment of three (3) years and eight (8) months, commencing on October 20, 2022 and terminating, without further notice to Coach, on January 20, 2026 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 \$78,000 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 when the following conditions are met: (1) the Team operates within the assigned and agreed upon Women's Volleyball team budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

3.2.1 Each year the Team is the conference champion or co-champion,

and if Coach continues to be employed as University's Head Women's Volleyball Coach as of the ensuing January 21st, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000.00 during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is the post-season conference tournament champion or co-champion, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 21st, the University shall pay Coach supplemental compensation in an amount equal to \$4,000.00 during the year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year, if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 21st, the University shall pay to Coach supplemental compensation for the number of regular season victories in the amount set forth in the table below. These bonus amounts are non-cumulative. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

20 wins:	\$2,000.00
22 wins:	\$2,500.00
24 wins:	\$3,000.00
26 wins:	\$4,000.00

3.2.4 Each year, Coach shall be eligible to receive supplemental compensation in an amount up to \$3,000.00 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board\*, team grade point averages\*\*, difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus, at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

*Single Year Team APR	Maximum Incentive Pay
970-979	\$ 700.00
980-989	\$ 800.00
990-999	\$ 900.00
1000	\$1,500.00

\*\*Team GPA of 3.5 or higher      \$1,500.00

3.2.5 Each year Coach is named as the Conference Coach of the Year, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 21st, the University shall pay to Coach supplemental compensation in an amount equal to \$4,000.00 during the fiscal year in which the Coach is named. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth volleyball 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 volleyball 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 volleyball 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 volleyball 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 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 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 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 \$20,000 in liquidated damages to the University.

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.

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 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 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.

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

6.3 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.

6.4 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.

6.5 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.

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

6.7 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 for a period equal to any such prevention, delay or stoppage.

6.8 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.

6.9 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  
                             Kevin Satterlee  
                             Idaho State University  
                             MS 8310  
                             Pocatello, ID 83209

Coach:                 Sean Carter  
                             Idaho State University Athletics  
                             MS 8173  
                             Pocatello, ID 83209

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.

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

6.11 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.

6.12 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.

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

6.14 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.

6.15 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: \_\_\_\_\_

Printed Name: Kevin Satterlee  
Idaho State University President

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Sean Carter  
Head Coach  
Women's Volleyball

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.]





# Idaho State University

## ATHLETICS MULTI-YEAR CONTRACT

[COACH NAME], SEAN JAMES CARTER, HEAD COACH - [SPORT] WOMEN'S VOLLEYBALL

### EMPLOYMENT AGREEMENT[1]

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY (University), and [LEGAL NAME OF COACH], SEAN CARTER (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/TEAM] Women's Volleyball Team (Team). Coach represents and warrants that Coach is fully qualified to serve, and is available for employment, in this capacity.

**1.2. Reporting Relationship.** Coach shall report and be responsible directly to the University's Athletic Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's 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 3.2.4. shall cease.

## ARTICLE 2

**2.1. Term.** This Agreement is for a fixed-term appointment of ~~[INSERT TERM OF YEARS three (3 OR LESS),] years and eight (8) months,~~ commencing on ~~[INSERT COMMENCEMENT DATE]~~October 20, 2022 and terminating, without further notice to Coach, on ~~[INSERT TERMINATION DATE]~~January 20, 2026 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)\$~~\$78,000 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 when the following conditions are met: (1) ~~[INSERT CONDITIONS SUCH AS MINIMUM APR THRESHOLD]~~ and (2) ~~the Team operates within the assigned and agreed upon [TEAM/SPORT] Women's Volleyball team budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.~~

3.2.1. Each year the Team is the ~~[INSERT TRIGGER EVENT: BIG SKY CHAMP, COACH OF YEAR, ETC]~~, conference champion or co-champion, and if Coach continues to be employed as University's Head ~~[INSERT TEAM/SPORT]~~ Women's Volleyball Coach as of the ensuing ~~July 1st~~ January 21st, the University shall pay to Coach supplemental compensation in an amount equal to ~~[INSERT AMOUNT IN WEEKS] of Coach's Annual Salary~~ \$5,000.00 during the fiscal year in which the ~~[TRIGGER EVENT]~~ championship is achieved. 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]~~

3.2.2 Each year the Team is the post-season conference tournament champion or co-champion, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 21st, the University shall pay Coach supplemental compensation in an amount equal to \$4,000.00 during the year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year, if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 21st, the University shall pay to Coach supplemental compensation for the number of regular season victories in the amount set forth in the table below. These bonus amounts are non-cumulative. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

<u>20 wins:</u>	<u>\$2,000.00</u>
<u>22 wins:</u>	<u>\$2,500.00</u>

24 wins:	\$3,000.00
26 wins:	\$4,000.00

3.2.4 Each year, Coach shall be eligible to receive supplemental compensation in an amount up to ~~\$(INSERT USD AMOUNT)~~\$3,000.00 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~~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~~\*, team 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 and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

<u>[TEAM/SPORT]</u>	*Single Year Team APR Score:	_____
<u>Maximum Incentive Pay Up To:</u>		
_____ 970-979		_____ \$ <del>[USD AMOUNT]</del> \$ 700.00
_____ 980-989		_____ \$ <del>[USD AMOUNT]</del> \$ 800.00
_____ 990-999		_____ \$ <del>[USD AMOUNT]</del> \$ 900.00
_____ 1000		_____ \$ <del>[USD AMOUNT]</del> \$1,500.00

3.2.4 \*\*Team GPA of 3.5 or higher \$1,500.00

3.2.5 Each year Coach is named as the Conference Coach of the Year, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 21st, the University shall pay to Coach supplemental compensation in an amount equal to \$4,000.00 during the fiscal year in which the Coach is named. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth [TEAM/SPORT]volleyball 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]volleyball 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]volleyball 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~~volleyball 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~~ 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 \$20,000 in~~ liquidated damages ~~and not a penalty, the following sum: [INSERT SUM]. 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 to the University.~~

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 ~~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.~~

**6.26.1 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.

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

**6.43 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.

**6.54 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.

**6.65 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.

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

**6.87 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 for a period equal to any such prevention, delay or stoppage.

**6.98 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.

**6.109 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  
    Kevin Satterlee  
    Idaho State University  
    MS 8310  
    Pocatello, ID 83209

Coach:                                      ~~[INSERT COACH NAME AND CONTACT INFO]~~ Sean Carter  
    [Idaho State University Athletics](#)  
    [MS 8173](#)  
    [Pocatello, ID 83209](#)

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.

**6.1110 Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

**6.1211 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.

**6.1312 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.

**6.1413 No Third Party Beneficiaries.** There are no intended or unintended third party beneficiaries to this Agreement.

**6.1514 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.

**6.1615 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:\_\_\_\_\_

Printed Name: Kevin Satterlee  
Idaho State University President

Date:\_\_\_\_\_

Signature:\_\_\_\_\_

Printed Name: [COACH NAME]Sean Carter  
Head Coach  
[SPORT/TEAM]Women's Volleyball

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.]





**ATHLETICS MULTI-YEAR CONTRACT  
SEAN JAMES CARTER, HEAD COACH - WOMEN'S VOLLEYBALL**

**EMPLOYMENT AGREEMENT**

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

**1.2. Reporting Relationship.** Coach shall report and be responsible directly to the University's Athletic Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's 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 3.2.4. shall cease.

**ARTICLE 2**

**2.1. Term.** This Agreement is for a fixed-term appointment of three (3) years and eight (8) months, commencing on May 30 October 20,

2022 and terminating, without further notice to Coach, on ~~May 30, 2025~~January 20, 2026 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 \$78,000 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 when the following conditions are met: (1) the Team operates within the assigned and agreed upon Women's Volleyball team budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

3.2.1. Each year the Team is the conference champion or co-champion, and if Coach continues to be employed as University's Head Women's Volleyball Coach as of the ensuing January 21st, the University shall pay to Coach supplemental compensation in an amount equal to \$5,000.00 during the fiscal year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.2 Each year the Team is the post-season conference tournament champion or co-champion, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 21st, the University shall pay Coach supplemental compensation in an amount equal to \$4,000.00 during the year in which the championship is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.3 Each year, if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 21st, the University shall pay to Coach supplemental compensation for the number of regular season victories in the amount set forth in the table below. These bonus amounts are non-cumulative. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

20 wins:	\$2,000.00
22 wins:	\$2,500.00
24 wins:	\$3,000.00
26 wins:	\$4,000.00

3.2.4 Each year, Coach shall be eligible to receive supplemental compensation in an amount up to \$3,000.00 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director. The determination shall be based on the following factors: the Academic Progress Rate set by the Board\*, team grade point averages\*\*, difficulty of major course of study; honors such as scholarships, designation as Academic All-American, and conference academic recognition; progress toward graduation for all athletes, but particularly those who entered the University as academically at-risk students; the conduct of Team members on the University campus,

at authorized University activities, in the community, and elsewhere. Any such supplemental compensation paid to Coach shall be accompanied with a detailed justification for the supplemental compensation based on the factors listed above and such justification shall be separately reported to the Board as a document available to the public under the Idaho Public Records Act.

*Single Year Team APR	Maximum Incentive Pay
970-979	\$ 700.00
980-989	\$ 800.00
990-999	\$ 900.00
1000	\$1,500.00
**Team GPA of 3.5 or higher	\$1,500.00

3.2.5 Each year Coach is named as the Conference Coach of the Year, and if Coach continues to be employed as University's head Women's Volleyball coach as of the ensuing January 21st, the University shall pay to Coach supplemental compensation in an amount equal to \$4,000.00 during the fiscal year in which the Coach is named. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.5 (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth volleyball 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 volleyball 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 volleyball 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 volleyball 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 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 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 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 \$20,000 in liquidated damages to the University.

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.

**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 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 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.

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

**6.3 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.

**6.4 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.

**6.5 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.

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

**6.7 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 for a period equal to any such prevention, delay or stoppage.

**6.8 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.

**6.9 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  
    Kevin Satterlee  
    Idaho State University  
    MS 8310

Pocatello, ID 83209

Coach: Sean Carter  
Idaho State University Athletics  
MS 8173  
Pocatello, ID 83209

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.

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

**6.11 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.

**6.12 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.

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

**6.14 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.

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

#### University

Signature: \_\_\_\_\_  
Printed Name: Kevin Satterlee  
Idaho State University President

#### Coach

Signature: \_\_\_\_\_  
Printed Name: Sean Carter  
Head Coach

Date:\_\_\_\_\_

Women's Volleyball

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.]



**IDAHO STATE UNIVERSITY**  
 Women's Volleyball APR History

**SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES**

	2016-17	2017-18	2018-19	2019-20	2020-21	REPORT YEAR
Women's Volleyball	1000	952	1000	1000	978	Raw Score for single year
Percentile Rank within Sport	90-100	40-50	30-40	Not Calculated	20-30	

**MULTI-YEAR APR (4-Year Rolling Average)**

Women's Volleyball	1000	989	989	988	983
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**Big Sky Conference Women's Volleyball Head Coach Salary and Incentives Chart**

Supporting Information for ISU Head Women's Volleyball Coach (Sean Carter) Contract

COACH	INSTITUTION	BASE SALARY	INCENTIVES
Sean Carter	Idaho State	\$78,000	Regular Season Championship = \$5,000 BSC Tournament Championship / NCAA Berth = \$4,000 20-26 Wins = \$2,000 - \$4,000 Academic Achievement = \$3,000 BSC Coach of the Year = \$4,000
Jon Hariguchi	Eastern Washington	\$ 86,569.00	\$1,500 for top 3 finish or 20 wins \$2,500 for BSC Regular Season Championship \$2,500 for BSC Tournament Championship \$1,500 for making the BSC Tournament Championship Match \$2,000 for each win in the NCAA Tournament \$5,000 for making the NCAA Semi Final Round \$2,500 for BSC Coach of the Year Honor \$5,000 for National Coach of the Year Honor \$1,500 for Team GPA of 3.0+ AND Multi-year APR of 940+ May be paid \$50K for camps, as a maximum, only if camps net at least \$50K
Chris Gonzales	Idaho	\$ 90,001.00	\$7,500 Media Bonus \$3,640 Car Stipend \$1,500 for APR 985+ \$2,000 BSC Coach of the Year 1/13 of salary for BSC Regular Season Championship
Daniel Jones	Montana State	\$ 74,285.00	\$5,000 Media Bonus \$3,500 Team GPA of 3.3 + \$3,000 APR of 985 + \$1,500 Department APR of 985 + \$1,500 BSC Coach of the Year \$1,500 National Coach of the Year \$1,500 Regional Coach of the Year \$2,500 BSC Regular Season Championship \$5,000 BSC Tournament Championship \$2,500 At Large Bid to NCAA Tournament
Allyson Lawrence	Montana	\$ 60,000.00	No Incentives
Michael Seemann	Portland State	\$ 100,000.00	\$2,500 for advancing to the NCAA Tournament \$2,500 for advancing to another postseason tournament \$2,500 for APR 940+
Jeremiah Larsen	Weber State	\$ 110,000.00	\$2,000 for BSC Regular Season Championship \$2,000 for BSC Tournament Championship \$1,000 for BSC Coach of the Year \$1,000 for 950+ APR \$20,000 Annual retention bonus
Lindsey Oats	Northern Colorado	\$ 110,533.00	\$5,000 for increase of 10% in annual attendance \$5,000 for increase of 15% in annual attendance \$5,000 for APR of 960+ \$2,500 for Team GPA of 3.2+ \$5,000 for BSC Season Championship

**Big Sky Conference Women's Volleyball Head Coach Salary and Incentives Chart**

Supporting Information for ISU Head Women's Volleyball Coach (Sean Carter) Contract

COACH	INSTITUTION	BASE SALARY	INCENTIVES
			\$5,000 for BSC Tournament Championship \$5,000 for BSC Coach of the Year \$2,500 for NCAA Tournament Win #1 \$2,500 for NCAA Tournament Win #2
Ken Murphy	Northern Arizona	\$ 90,000.00	\$10,000 Media Bonus \$2,000 - \$4,000 for APR 954-1000 \$1,000 - \$4,000 for Team GPA 3.2-3.5+ \$12,500 for winning percentage of .660+ \$2,500 for BSC Season Championship \$2,500 for BSC Tournament Championship \$5,000 for NCAA Tournament Appearance \$5,000 for each NCAA Tournament Win \$2,500 for BSC Coach of the Year Honor \$7,500 retention bonus annually in years exceeding .668 win % \$15,000 retention bonus annually in year exceeding .722 win %
Ruben Volta	Sacramento State	\$ 105,000.00	Retention Bonus of 7% of base annually \$2,500 for Multi Year APR 950+ \$2,500 for Team GPA of 3.2+ \$2,500 for BSC Coach of the Year Honor \$2,500 for BSC Season Championship \$5,000 for BSC Tournament Championship \$5,000 for undefeated BSC Season \$5,000 for at large NCAA selection \$5,000 / \$10,000 / \$17,500 / \$27,500 / \$37,500 / \$47,500 for 1-6 rounds of NCAA Tournament wins non-cumulative \$2,000 / \$2,000 / \$4,000 / \$6,000 / \$8,000 for wins 1-4 of NIVC wins non-cumulative

**Big Sky Conference Women's Volleyball Head Coach Salary and Incentives Chart**  
Supporting Information for ISU Head Women's Volleyball Coach (Sean Carter) Contract

COACH	INSTITUTION	LENGTH OF CONTRACT	FY2021 Total Compensation	LIQUIDATED DAMAGES CLAUSE?	TYPE OF LIQUIDATED DAMAGES CLAUSE	STRUCTURE OF LIQUIDATED DAMAGES
Sean Carter*	ISU	4 years	\$ 78,000.00	Yes	Flat	\$20,000
Jon Hariguchi*	EWU	5 Years	\$ 86,569.00	No		
Chris Gonzales*	UI	3 years	\$ 90,001.00	Yes	Sliding Scale	1/2 of salary remaining to be paid over duration of contract
Daniel Jones	MSU	1 year	\$ 107,185.00	No		
Allison Lawrence	UM	1 year	\$ 60,000.00	No		
Michael Seemann	PSU	1 year	\$ 102,612.00	No		
Jeremiah Larsen	WSU	5 years	\$ 155,956.00	Yes	Flat	\$20,000
Lindsey Oats	UNC	5 years	\$ 120,033.00	Yes	Flat	\$25,625
Ken Murphy	NAU	5 years	\$ 109,264.00	Yes	Sliding Scale	\$40,000 in year 1 descending each year by \$10K to 0 in year 5
Ruben Volta	SAC State	2 years	\$ 105,000.00	No		

\*New Head Coach

## Coach Sean Carter Maximum Compensation Calculation: FY 2022-2026

Contract Reference:		Yr 1	Yr 2	Yr 3	Yr 4
3.1.1	Annual Salary	\$ 78,000.00	\$ 80,340.00	\$ 82,750.20	\$ 85,232.71
3.2.1	Bonus: Regular Season Championship	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
3.2.2	Bonus: NCAA Tournament Berth	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
3.2.3	Bonus: Win Record	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
3.2.4	Bonus: Academic Achievement	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
*3.2.5	Bonus: Coach of the Year	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Total Maximum Annual Compensation					
Under Proposed Contract:		\$ 98,000.00	\$ 100,340.00	\$ 101,750.20	\$ 104,232.71

\* Assumes a 3% CEC increase annually. May vary.

**CONSENT  
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**SUBJECT**

Graduate Medical Education – Committee Appointments

**REFERENCE**

December 5, 2017	Board approved a Graduate Medical Education 10-year plan.
June 2018	Board approved first reading of Board Policy III.C. Graduate Medical Education Committee.
August 2018	Board approved second reading of Board Policy III.C. Graduate Medical Education Committee.
June 2020	Board approved reappointments to the Graduate Medical Education Committee.
August 2020	Board approved the appointments of Dr. Jaren Blake and Dr. A.J. Weinhold to the Graduate Medical Education Committee.
October 2020	Board approved the appointments of Dr. Thomas Mohr and Dr. John Grider to serve on the Graduate Medical Education Committee.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section III.C.

**BACKGROUND/DISCUSSION**

The Graduate Medical Education (GME) committee plays a vital role in making recommendations on the implementation and refinement of the 10-year GME plan approved by the Board at the December 5, 2017 special Board meeting.

Consistent with Board Policy III.C, the purpose of the GME Committee is to provide recommendations to the Board on ways to enhance graduate education in the state of Idaho. The committee also supports the development, implementation, and monitoring of the Board's graduate medical education short and long-term plans. The committee reports to the Board through the Instruction, Research, and Student Affairs Committee.

A maximum of thirty (30) members can serve on the committee. All committee members are appointed by the Board. Committee members represent postsecondary institutions providing graduate medical education for Idaho, residency sites, the Idaho Medical Association, and the Office of the State Board of Education. Representatives from medical organizations include a physician and an administrator. Appointments and/or reappointments serve five-year terms.

The Board is being asked to appoint four new members to the Graduate Medical Education Committee:

Dr. Perry Brown Jr., the Program Director of Pediatric Residency of Idaho in Boise.

**CONSENT**  
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Dr. Abby Davids, the Associate Program Director at Full Circle Health-Family Medicine Residency of Idaho in Boise.

Dr. Robyn Dreibelbis, the Executive Director of the Mountain States Institute for Graduate Medical Education and Research in Meridian.

Dr. Matthew Larsen, the Psychiatry Residency Program Director at Eastern Idaho Regional Medical Center Graduate Medical Education in Idaho Falls.

The Board is also being asked to reappoint eight current members of the Graduate Medical Education Committee:

Dr. Mary Barinaga, Assistant Clinical Dean for Idaho WWAMI and the University of Washington School of Medicine.

Dr. Justin Glass, the Program Director for the Full Circle Health Family Medicine Residency of Idaho in Boise.

Dr. John Grider, the Program Director for the Eastern Idaho Regional Medical Center Internal Medicine Residency in Idaho Falls.

Dr. Melissa Hagman, the Program Director for the University of Washington Boise Internal Medicine Residency.

Susie Keller, Chief Executive Officer for the Idaho Medical Association in Boise.

Dr. Samantha Portenier, the Program Director for the Full Circle Health Family Residency of Idaho in Caldwell.

Dr. Kimberly Stutzman, the Program Director for the Full Circle Health Family Residency of Idaho in Nampa.

Dr. William Woodhouse, the Associate Dean for Graduate Medical Education and Professional Relations at Idaho State University in Pocatello.

**IMPACT**

Drs. Brown, Davids, Dreibelbis and Larsen offered letters of recommendation and curriculum vitae.

**ATTACHMENTS**

- Attachment 1 – GME Committee Members 2022
- Attachment 2 – Dr. Perry Brown Letter of Interest
- Attachment 3 – Dr. Perry Brown Curriculum Vitae
- Attachment 4 – Dr. Abby Davids Letter of Interest

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Attachment 5 – Dr. Abby Davids Curriculum Vitae  
Attachment 6 – Dr. Robyn Dreibelbis Letter of Interest  
Attachment 7 – Dr. Robyn Dreibelbis Curriculum Vitae  
Attachment 8 – Dr. Matt Larsen Letter of Interest  
Attachment 9 – Dr. Matt Larsen Curriculum Vitae  
Attachment 10 – Dr. Mary Barinaga Letter of Reappointment  
Attachment 11 – Dr. Justin Glass Letter of Reappointment  
Attachment 12 – Dr. John Grider Letter of Reappointment  
Attachment 13 – Dr. Melissa Hagman Letter of Reappointment  
Attachment 14 – Susie Keller Letter of Reappointment  
Attachment 15 – Dr. Samantha Portenier Letter of Reappointment  
Attachment 16 – Dr. Kimberly Stutzman Letter of Reappointment  
Attachment 17 – Dr. William Woodhouse Letter of Reappointment

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff has reviewed the qualifications of the nominees and recommends approval.

**BOARD ACTION**

I move to appoint Dr. Perry Brown Jr., Dr. Abby Davids, Dr. Robyn Dreibelbis and Dr. Matthew Larsen to serve on the Graduate Medical Education Committee effective immediately and expiring June 30, 2027.

I move to reappoint Dr. Mary Barinaga, Dr. Justin Glass, Dr. John Grider, Dr. Melissa Hagman, Susie Keller, Dr. Samantha Portenier, Dr. Kimberly Stutzman, and Dr. William Woodhouse to serve on the Graduate Medical Education Committee effective immediately and expiring June 30, 2027.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



## GRADUATE MEDICAL EDUCATION COMMITTEE MEMBERS

Institution	Representative	Email	Term Expiration June 30 of
Office of State Board of Education	Gideon Tolman	<a href="mailto:gideon.tolman@osbe.idaho.gov">gideon.tolman@osbe.idaho.gov</a>	Ex Officio
GME Coordinator	Ted Epperly, MD	<a href="mailto:tedepperly@fullcircleidaho.org">tedepperly@fullcircleidaho.org</a>	Ex Officio
Idaho Hospital Association	Brian Whitlock	<a href="mailto:bwhitlock@teamiha.org">bwhitlock@teamiha.org</a>	2025
Idaho Medical Association	Susie Pouliot Keller, CEO	<a href="mailto:susie@idmed.org">susie@idmed.org</a>	2022
Idaho College of Osteopathic Medicine	Robyn Dreibelbis, DO	<a href="mailto:rdreibelbis@idahocom.org">rdreibelbis@idahocom.org</a>	Pending SOBE Review
University of Utah School of Medicine	Ben Chan, MD Occasionally Kylie Christensen (Assoc Director/ MPH for RUUTE and Regional Affairs) for Chan	<a href="mailto:Benjamin.Chan@hsc.utah.edu">Benjamin.Chan@hsc.utah.edu</a>  <a href="mailto:kylie.christensen@hsc.utah.edu">kylie.christensen@hsc.utah.edu</a>	2025
University of Washington School of Medicine	Mary Barinaga, MD – Vice Chair	<a href="mailto:barinm@uw.edu">barinm@uw.edu</a>	2022
Full Circle Family Med Boise	Justin Glass, MD Abby Davids, MD	<a href="mailto:JustinGlass@fullcircleidaho.org">JustinGlass@fullcircleidaho.org</a> <a href="mailto:abbydavids@fullcircleidaho.org">abbydavids@fullcircleidaho.org</a>	2022 Pending SBOE Review
Full Circle Family Med Caldwell	Samantha Portenier, MD	<a href="mailto:Samantha.portenier@saintalphonsus.org">Samantha.portenier@saintalphonsus.org</a>	2022
Full Circle Family Med Nampa	Kim Stutzman, MD	<a href="mailto:KimStutzman@fullcircleidaho.org">KimStutzman@fullcircleidaho.org</a>	2022
Full Circle Family Med Twin Falls	Joshua Kern, MD	<a href="mailto:kernjw@slhs.org">kernjw@slhs.org</a>	2025
Full Circle Pediatrics	Perry Brown, MD	<a href="mailto:PerryBrown@fullcircleidaho.org">PerryBrown@fullcircleidaho.org</a>	Pending SBOE Review
Idaho State University Family	Bill Woodhouse, MD	<a href="mailto:billwoodhouse@isu.edu">billwoodhouse@isu.edu</a>	2022

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**ATTACHMENT 1**

Medicine Residency			
ISU Family Medicine Rexburg	A.J. Weinhold, MD	<a href="mailto:weinana@isu.edu">weinana@isu.edu</a> <a href="mailto:ajweinhold@isu.edu">ajweinhold@isu.edu</a>	2025
Coeur d' Alene Family Medicine Residency	Dick McLandress, MD	<a href="mailto:RMclandress@kh.org">RMclandress@kh.org</a> <a href="mailto:rmclandr@uw.edu">rmclandr@uw.edu</a>	2025
EIRMC Family Medicine	Joshua Stringam, DO Luisa Hiendlmayr, MD (APD) has been attending in lieu of Stringham	<a href="mailto:Joshua.Stringam@hcahealthcare.com">Joshua.Stringam@hcahealthcare.com</a> <a href="mailto:luzpineda25@gmail.com">luzpineda25@gmail.com</a>	Pending SBOE Review
EIRMC Internal Medicine	John Grider, MD	<a href="mailto:John.Grider@hcahealthcare.com">John.Grider@hcahealthcare.com</a>	2022
EIRMC Psychiatry	Matt Larsen, DO	<a href="mailto:Drmattlarsen@gmail.com">Drmattlarsen@gmail.com</a>	Pending SBOE Review
UW Boise Internal Medicine	Moe Hagman, MD - Chair	<a href="mailto:mhagman@uw.edu">mhagman@uw.edu</a>	2022
UW Boise Psychiatry	Kirsten Aaland, MD	<a href="mailto:Kirsten.Aaland@va.gov">Kirsten.Aaland@va.gov</a>	2025
University of Utah/Idaho Psychiatry Residency	Beth Botts, MD	<a href="mailto:Elizabeth.Botts@hsc.utah.edu">Elizabeth.Botts@hsc.utah.edu</a>	2025
Saint Alphonsus Healthcare	Lisa Nelson, MD	<a href="mailto:Lisa.M.Nelson@saintalphonsus.org">Lisa.M.Nelson@saintalphonsus.org</a>	2025
St. Luke's Healthcare	Bart Hill, MD	<a href="mailto:hillb@slhs.org">hillb@slhs.org</a>	2025
Portneuf Medical Center	Dan Snell, MD	<a href="mailto:Daniel.snell@portmed.org">Daniel.snell@portmed.org</a> ;	2022
Madison Memorial Hospital	Clay Prince, MD	<a href="mailto:clayprince@mmhnet.org">clayprince@mmhnet.org</a>	2022
Kootenai Health	Jon Ness	<a href="mailto:jness@kh.org">jness@kh.org</a>	2025
Boise VAMC	Andy Wilper, MD	<a href="mailto:wilpera@gmail.com">wilpera@gmail.com</a>	2025
Eastern Idaho Regional Medical Center	Patricia Howell-DelTufo, MD	<a href="mailto:patricia.howell@hcahealthcare.com">patricia.howell@hcahealthcare.com</a>	Pending SBOE Review
West Valley Medical Center	Betsy Young Hunsicker	<a href="mailto:Betsy.hunsicker@healthonecares.com">Betsy.hunsicker@healthonecares.com</a>	2025

September 15, 2022

Perry Brown, MD  
325 W. Idaho St.  
Boise, ID 83702  
208-859-1706  
perrybrown@fullcircleidaho.org

Idaho State Board of Education  
650 W. State Street  
Boise, ID 83702

To whom it may concern,

My name is Perry Brown, and I am the Program Director for Full Circle Health Pediatric Residency of Idaho. I request to serve as the representative for this residency on the statewide Graduate Medical Education Committee. I have included my Curriculum Vitae for your review.

Sincerely,

Perry Brown, MD

**Perry Stern Brown, Jr., MD, FAAP**

Office Phone: (208) 514-2525  
Email: perry.brown@fmridaho.org

**Specialty:**

Pediatrics

**Certifications:**

American Board of Pediatrics

Original Certification: October 1998

Re-certification: July 2012 (valid through December 2022)

Neonatal Resuscitation Program, October 2021 (valid through October 2023)

**Licensure:**

Idaho State Board of Medicine, April 1998 – present

Colorado State Board of Medicine, July 1997 – June 1999

**Education:**

Faculty Development Fellowship

Department of Family Medicine

University of Washington School of Medicine

Seattle, WA

July 2005 – May 2006

Pediatrics Internship and Residency

Denver Children's Hospital / University of Colorado Health Sciences Center

Denver, Colorado

June 1995 - June 1998

Doctor of Medicine

University of California, San Francisco (UCSF) School of Medicine

San Francisco, California

September 1991 - May 1995

Bachelor of Arts (Major in Psychology)

Dartmouth College

Hanover, New Hampshire

September 1987 - June 1991

**Honors:**

Regional Preceptor of the Year, Pacific Northwest University of Health Sciences, Yakima, WA, 2018

Ada County Medical Society Physician of the Year, Boise, ID, 2014

Idaho Hospital Association Award of Excellence in Patient Care, Sun Valley, ID, 2012

Ron Lemire WWAMI Pediatrics Leadership and Teaching Award, Seattle, Washington, 2012

Idaho Health Care Hero, Idaho Business Weekly, Boise, Idaho, 2010

Physician Leadership Award, Idaho Medical Group Management Association, Sun Valley, Idaho, 2010

Pediatrician of the Year, American Academy of Pediatrics (Idaho Chapter), Boise, Idaho, 2009

Faculty of the Year, Family Medicine Residency of Idaho, Boise, Idaho, 2007

Rookie Faculty of the Year, Family Medicine Residency of Idaho, Boise, Idaho, 2005

Medal of Honor and Achievement, Children's Hospital, Denver, Colorado

Pediatric Emergency Medicine Achievement Award, Children's Hospital, Denver, Colorado

Outpatient Continuity Clinic Achievement Award, Children's Hospital, Denver, Colorado

Alpha Omega Alpha, University of California, San Francisco (elected as 3<sup>rd</sup> year medical student, May 1994)

Summa Cum Laude, Phi Beta Kappa, Presidential Scholar and Freshman Chemistry Achievement Honors, Dartmouth College

**Work Experience:**

Pediatric Residency of Idaho  
Program Director  
January 2021 - present

Family Medicine Residency of Idaho  
Director of Pediatric Education  
Boise, Idaho  
May 2004 - present

St. Luke's Cystic Fibrosis Center of Idaho  
Co-Director  
Boise, Idaho  
January 2000 - present

Saltzer Medical Group  
General Pediatrics  
Private Multispecialty Group  
Meridian and Nampa, Idaho  
September 1998 - May 2004

Attending Physician in Emergency Department 2 (acute care drop-in clinic)  
Children's Hospital / University of Colorado Health Sciences Center  
August 1997 - June 1998

**Hospital Privileges:**

St. Luke's Regional Medical Center  
Boise, Idaho  
May 2004 - present

St. Luke's Meridian Medical Center  
Meridian, Idaho  
November 2001 - May 2004

Mercy Medical Center  
Nampa, Idaho  
September 1998 - May 2004

Children's Hospital  
Denver, Colorado  
June 1995 - June 1998

Denver Health Medical Center (formerly Denver General Hospital)  
Denver, Colorado  
June 1995 - June 1998

University Hospital, University of Colorado Health Sciences Center  
Denver, Colorado  
June 1995 - June 1998

**Administrative Experience:**

Program Director, Pediatrics Residency of Idaho  
Full Circle Health  
October 2021 - present

Idaho Immunization Assessment Board  
State of Idaho  
August 2021 - present

Center Committee  
Cystic Fibrosis Foundation  
March 2021 - present

Newborn Screening Advisory Committee  
Idaho Department of Health and Welfare  
April 2019 - present

Therapeutics Development Network Steering Committee  
Cystic Fibrosis Foundation  
January 2018 - December 2020

Board of Directors  
Conservation Voters of Idaho  
December, 2016 - November, 2018

Protocol Review Committee  
Cystic Fibrosis Foundation Therapeutics Development Network  
October, 2016 - present

Research Medical Director, Pediatric Specialties and Cystic Fibrosis  
St. Luke's Regional Medical Center  
September 2014 - present

Advisory Board Member  
Idaho KidsCount  
October 2012 - December 2015

Member, Graduate Medical Education Committee  
St. Luke's Health System  
July 2012 - present

Member, State of Idaho Child Immunization Policy Commission  
Idaho Medical Association Representative  
January 2013 - December 2016  
August 2010 – December 2012 (Vice Chair)

Legislative Advocacy Chair and Member of Executive Committee  
Idaho Immunization Coalition  
April 2010 - January 2012

Physicians' Research Advisory Committee  
St. Luke's Health System  
January 2010 - present

Coordinator, Mountain West Cystic Fibrosis Consortium Annual Meeting  
Mountain West Cystic Fibrosis Consortium  
April 2009 – May 2010

Legislative Advocacy Chair and Member of Executive Committee  
Idaho Chapter of American Academy of Pediatrics  
October, 2009 - January 2020

Member, Idaho Medicaid Pharmacy & Therapeutics Committee  
Idaho Department of Health and Welfare  
January 2017 - present  
January 2009 – December 2015

Member, Idaho Medicaid Physician Advisory Panel  
Idaho Department of Health and Welfare  
January 2008 – December 2012

Member, St. Luke's Quality Task Force  
St. Luke's Regional Medical Center  
January 2008 – April 2010

Member, Idaho Medicaid Drug Utilization Review Board  
Idaho Department of Health and Welfare  
October 2007 – present

Consultant, Cystic Fibrosis Newborn Screening  
Idaho Department of Health and Welfare  
August 2007 - present

Member, Newborn Screening Leadership / Special Interest Group  
Cystic Fibrosis Foundation  
May 2007 - present

Member, Operations Committee  
Family Medicine Residency of Idaho  
April 2007 - June 2017

Member, Steering Committee  
Mountain West Cystic Fibrosis Consortium  
March 2007 - February 2015

Board of Directors and Member of Finance Committee  
Idaho Conservation League  
Boise, ID  
June 2014 - May 2015  
June 2007 - May 2014 (Treasurer)  
May 2006 - May 2007

Director, Fort Street Clinic  
Family Medicine Residency of Idaho  
Boise, Idaho  
April 2005 – December 2015

Director of Pediatric Education  
Family Medicine Residency of Idaho  
Boise, Idaho  
May 2004 – present

Board of Directors  
Percival Stern Foundation  
New Orleans, LA  
December 2003 – present

Co-Director  
Cystic Fibrosis Center of Idaho  
Boise, Idaho  
January 2000 - present

Chairperson, Department of Pediatrics  
Mercy Medical Center  
Nampa, Idaho  
September 2001 - November 2001

Vice-Chairperson, Department of Pediatrics  
Mercy Medical Center  
Nampa, Idaho  
September 2000 - September 2001

Member, Residency Program Steering Committee  
Children's Hospital / University of Colorado Health Sciences Center  
Denver, Colorado  
August 1995 - June 1998

Editor, UCSF Journal of Medical Student Research  
San Francisco, California  
April 1994 - June 1995

**Health Experience with the Underserved:**

Family Medicine Residency of Idaho  
Boise, Idaho  
May 2004 - present

Indian Health Service  
Sioux San Hospital  
Rapid City, South Dakota  
August 1996

Neighborhood Health Fairs  
San Francisco, California and Denver, Colorado  
1992 - 1996

Homeless Health Clinic  
South of Market Homeless Shelter  
San Francisco, California  
September 1992 - May 1995

**Teaching and Supervisory Experience:**

Clinical Professor  
Departments of Family Medicine and Pediatrics  
University of Washington School of Medicine  
July 2005 – present



Pediatrics Clerkship Coordinator / Site Director  
WWAMI Pediatrics Core Rotation (3<sup>rd</sup> year medical school)  
University of Washington School of Medicine  
January 2008 – present

Pediatrics Clerkship Coordinator / Site Director  
WWAMI Pediatrics Elective Sub-Internship Rotation (4<sup>th</sup> year medical school)  
University of Washington School of Medicine  
July 2006 – present

Medical Scholars Program (Teaching Assistant Program for Gross Anatomy and Human Physiology)  
San Francisco, California  
Program Director, July 1993 - June 1995  
Lecturer and Review Leader, September 1992 - June 1993

Teaching Assistant and Tutor of General Chemistry and Physics  
Hanover, New Hampshire  
September 1990 - June 1991

**Special National Responsibilities:**

Member, Task Force for the Care of Children [American Academy of Family Physicians task force  
commissioned to analyze the decreasing fraction of pediatric care provided by family physicians, and  
recommend corrective action(s)]  
October 2004 – July 2005

**Special Local Responsibilities:**

Member, Peer Review / Performance Improvement Committee  
Department of Pediatrics  
St. Luke's Regional Medical Center  
February 2012 - present (Chair)  
January 2007 – January 2012

Member, Neonatal Care Committee  
Department of Pediatrics  
St. Luke's Regional Medical Center  
May 2004 – January 2007

**Clinical Study Experience:**

SIMPLIFY-IP-19  
A protocol to test the impact of discontinuing chronic therapies in people with cystic fibrosis on highly  
effective CFTR modulator therapy  
Primary Investigator  
February 2020 - present

VX19-CFD-003  
An Observational Study to Evaluate the Real-world Effectiveness of Elexacaftor/Tezacaftor/Ivacaftor  
on the Burden of Illness in Cystic Fibrosis Patients  
Primary Investigator  
February 2020 - present

VX18-445-113  
A Phase 3, Open-label Study Evaluating the Long-term Safety of VX-445 Combination Therapy in  
Subjects With Cystic Fibrosis  
Primary Investigator  
January 2020 - present

SPI-3005-501

A Phase 2, Randomized, Double-blind, Placebo-Controlled Study To Evaluate the Safety, and Efficacy of SPI-1005 in Cystic Fibrosis Patients With Acute Pulmonary Exacerbation Receiving IV Tobramycin At Risk For Ototoxicity

Primary Investigator

May 2019 - present

LAU-14-01

APPLAUD: A Double-blind, Randomized, Placebo-controlled, Phase II Study of the Efficacy and Safety of LAU-7B in the Treatment of Cystic Fibrosis in Adults

Sub-Investigator

November 2018 - present

VX17-661-116

A Phase 3, Open-label, Rollover Study to Evaluate the Safety and Efficacy of Long-term Treatment with Tezacaftor in Combination with Ivacaftor in Subjects With Cystic Fibrosis Aged 6 Years and Older, Homozygous or Heterozygous for the F508del-CFTR mutation

Sub-Investigator

October 2018 - present

VX-17-659-105

A Phase 3, Open-label Study Evaluating the Long-term Safety and Efficacy of VX-659 Combination Therapy in Subjects with Cystic Fibrosis Who Are Homozygous or Heterozygous for the F508del Mutation

Primary Investigator

June 2018 - present

VX-17-659-102

A Phase 3, Randomized, Double-blind, Controlled Study Evaluating the Efficacy and Safety of VX-659 Combination Therapy in Subjects with Cystic Fibrosis Who Are Heterozygous for the F508del Mutation and a Minimal Function Mutation (F/MF)

Primary Investigator

May 2018 - present

VX-17-659-103

A Phase 3, Randomized, Double-blind, Controlled Study Evaluating the Efficacy and Safety of VX-659 Combination Therapy in Subjects with Cystic Fibrosis Who Are Homozygous for the F508del Mutation (F/F)

Primary Investigator

May 2018 - present

VX16-661-114

Phase 3b, Randomized, Double-blind, Placebo-controlled, Parallel Group Study to Assess the Safety, Efficacy, and Tolerability of Tezacaftor/Ivacaftor (TEZ/IVA) in an Orkambi-experienced Population Who Are Homozygous for the F508del-CFTR Mutation

Sub-Investigator

September 2017 - January 2019

PTI-801-01

A Multi-Center, Randomized, Placebo-Controlled, Phase 1, Two-Part Study Designed to Assess the Safety, Tolerability, Pharmacokinetics, Food Effect, and Drug-Drug Interactions of PTI-801 in Healthy Volunteers and Safety, Tolerability, and Pharmacokinetics of PTI-801 in Subjects with Cystic Fibrosis

Sub-Investigator

September 2017 - present

VX-15-661-113

A Phase 3, Open-label Study to Evaluate the Pharmacokinetics, Safety, and Tolerability of VX-661 in Combination With Ivacaftor in Subjects 6 Through 11 Years of Age with Cystic Fibrosis, Homozygous or Heterozygous for the F508del-CFTR Mutation

Primary Investigator

September 2017 - January 2019

TEACH-IP-15

TEACH Trial: Testing the Effect of Adding Chronic Azithromycin to Inhaled Tobramycin. A Randomized, Placebo-Controlled, Double-Blinded Trial of Azithromycin 500 mg Thrice Weekly in Combination with Inhaled Tobramycin

Primary Investigator

July 2017 - January 2020

VX-16-440-105

A Phase 3, Open-label Study to Evaluate the Safety and Efficacy of Long-Term VX-440 Combination Therapy in Subjects with Cystic Fibrosis Who Are Homozygous or Heterozygous for the F508del Mutation

Primary Investigator

June 2017 - August 2018

VX16-440-102

A Phase 3, Randomized, Double-blind, Placebo-controlled Study Evaluating the Efficacy and Safety of VX-440 in Combination With Tezacaftor/Ivacaftor in Subjects With Cystic Fibrosis Who Are Heterozygous for F508del and a Minimal Function Mutation (F508del/MF)

Primary Investigator

May 2017 - April 2018

CTBM100C2407

A prospective observational study in cystic fibrosis patients with chronic respiratory Pseudomonas aeruginosa infection treated with TOBI Podhaler (tobramycin inhalation powder) or other FDA approved inhaled antipseudomonal antibacterial drugs

Sub-Investigator

March 2017 - present

STOP2-IP-15

Standardized Treatment of Pulmonary Exacerbations II

Sub-Investigator

Feb 2017 - present

CNT0148DML2001—T1GER

SIMPONI® to Arrest  $\beta$ -cell Loss in Type 1 Diabetes

Sub-Investigator

February 2017 - present

VX14-661-110

A Phase 3 Open-label Rollover Study to Evaluate the Safety and Efficacy of Long-term Treatment with VX-661 in Combination with Ivacaftor in Subjects with Cystic Fibrosis Homozygous or Heterozygous for the F508del-CFTR Mutation

Sub-Investigator

February 2016 - April 2018

Alcresta-0000498

Absorption and Safety with Sustained Use of Relizorb™ Evaluation (ASSURE) Study in Patients With Cystic Fibrosis Receiving Enteral Feeding

Primary Investigator

July 2016 - May 2017

VX15-440-101

A Phase 2, Randomized, Double-blind, Controlled Study to Evaluate the Safety and Efficacy of  
VX-440 Combination Therapy in Subjects Aged 12 Years and Older With Cystic Fibrosis

Primary Investigator

January 2017 - December 2017

OPTIMIZE-IP-12

OPTIMIZing Treatment for Early Pseudomonas aeruginosa Infection in Cystic Fibrosis: The  
OPTIMIZE Multicenter, Placebo-Controlled, Double-Blind, Randomized Trial

Primary Investigator

January 2014 - January 2018

Mountain West Cystic Fibrosis Consortium Sputum Study

Multicenter Validation of Predictive Sputum Biomarkers in CF

Primary Investigator

April 2014 - present

Alcresta-0000497

Study to Evaluate Safety, Tolerability and Fat Absorption of a Novel Enteral Feeding In-line Digestive  
Enzyme Cartridge (EFIC™) in Cystic Fibrosis Patients Using Enteral Tube Feeding For 24-Hour  
Plasma Pharmacodynamic Fatty Acid Profile

Primary Investigator

December 2015 - January 2017

GS-US-404-1808

A Phase 2b, Dose-Ranging Study of the Effect of GS-5745 on FEV1 in Adult Subjects with Cystic  
Fibrosis

Primary Investigator

February 2016 - September 2017

VX13--103

A Phase 2, Randomized, Multicenter, Double-Blind, Placebo-Controlled Study to Evaluate Safety,  
Efficacy, Safety, Pharmacokinetics and Pharmacodynamics of VX-661 in Combination with  
Ivacaftor for 12 Weeks in Subjects with Cystic Fibrosis, Homozygous for the F508del-CFTR  
Mutation with an Open-Label Extension

Sub-Investigator

June 2015 - February 2018

KaloBios KB001A-05

A Phase 2 Randomized, Double-Blind, Placebo-Controlled Repeat Dose Study of KB001A in Subjects  
with Cystic Fibrosis Colonized with Pseudomonas aeruginosa

Primary Investigator

March, 2014 - January 2016

PERT

Porcine virus exposure in pancreatic enzymes (age 2 and up)

Sub-Investigator

March 2014 - November 2016

VX09-809-102

A Phase 2, Multicenter, Double-Blind, Placebo-Controlled, Multiple-Dose Study to Evaluate the  
Safety, Tolerability, Efficacy, Pharmacokinetics, and Pharmacodynamics of Lumacaftor  
Monotherapy, and Lumacaftor and Ivacaftor Combination Therapy in Subjects With Cystic  
Fibrosis, Homozygous or Heterozygous for the F508del-CFTR Mutation

Sub-Investigator

January 2014 - July 2016

Vertex 809-105

A Rollover, Phase 3, Long-Term, Randomized, Double Blind, Placebo Controlled, Parallel Group Study to Evaluate the Efficacy and Safety of Lumacaftor in Combination With Ivacaftor in Subjects Aged 12 Years and Older With Cystic Fibrosis, Homozygous for the F508del CFTR Mutation

Primary Investigator

September 2013 - May 2015

Vertex 770-115

A Phase 4 Study of Eye Safety for Kalydeco Users 6 - 11 years of Age

Sub-Investigator

September 2013 - November 2014

Food Insecurity in Cystic Fibrosis: An Observational Study

Primary Investigator

July 2013 - October 2018

CF-FC (Fibrosing Colonopathy)

An Observation Study for Distal Intestinal Obstructive Syndrome and Fibrosing Colonopathy

Sub-Investigator

March 2013 - present

Vertex-809-103

A Phase 3, Randomized, Double Blind, Placebo Controlled, Parallel Group Study to Evaluate the Efficacy and Safety of Lumacaftor in Combination With Ivacaftor in Subjects Aged 12 Years and Older With Cystic Fibrosis, Homozygous for the F508del CFTR Mutation”

Primary Investigator

May 2013 - May 2015

Gilead-205-0170

A Phase 3, Randomized, Double-Blind, Placebo-Controlled, Multicenter Study of Aztreonam for Inhalation Solution (AZLI) in a Continuous Alternating Therapy (CAT) Regimen of Inhaled Antibiotics for the Treatment of Chronic Pulmonary Pseudomonas aeruginosa Infection in Subjects with Cystic Fibrosis

Primary Investigator

April 2013 - February 2015

Vertex-661-101

A Phase 2, Multicenter, Double-Blinded, Placebo-Controlled, 3-Part Study to Evaluate Safety, Efficacy, Pharmacokinetics, and Pharmacodynamics of VX-661 Monotherapy and VX-661/ VX-770 Cotherapy in Subjects with Cystic Fibrosis, Homozygous for the F508del-CFTR Mutation

Sub-investigator

May 2012 - October 2013

Vertex VX08770-105

An Open-Label, Rollover Study to Evaluate the Long-Term Safety and Efficacy of VX-770 in Subjects with Cystic Fibrosis

Sub-investigator

August 2010 - May 2013

MPEX-209

A Phase 3, Open-Label, Randomized Trial to Evaluate the Safety and Efficacy of MP-376 Inhalation Solution (Aeroquin) Versus Tobramycin Inhalation Solution (TIS) in Stable Cystic Fibrosis Patients

Primary Investigator

January 2011 - October 2013

**MPEX-207**

A Phase 3, Multi-Center, Multinational, Randomized, Double-Blind, Placebo-Controlled Study to Evaluate the Efficacy and Safety of MP-376 (Levofloxacin Inhalation Solution; Aeroquin) in Stable Cystic Fibrosis Patients

Primary Investigator

January 2011 - September 2012

**TIDES Multi-Center Observational Study**

Prevalence and Impact of Depression and Anxiety in CF Patients and Their Caregivers

Primary Investigator

October 2010 - October 2011

**Vertex Protocol VX08770-104**

A Phase 2, Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Study to Evaluate the Safety and Efficacy of VX 770 in Subjects Aged 12 Years and Older With Cystic Fibrosis who are Homozygous for the F508del-CFTR mutation

Sub-investigator

October 2009 - March 2011

**Vertex Protocol VX08770-102**

A Phase 3, Randomized, Double-Blind, Placebo Controlled, Parallel Group Study to Evaluate the Efficacy and Safety of VX 770 in Subjects with Cystic Fibrosis and the G551D Mutation

Sub-investigator

August 2009 - May 2011

**Solvay Creon Protocol S245.3.128**

An Open Label, Multi-Center Study to Assess the Safety and Tolerability of Pancrelipase Delayed Release Capsules in Infants and Children Less than Seven Years of Age with Pancreatic Exocrine Insufficiency Due to Cystic Fibrosis

Sub-investigator

June 2009 - September 2009

**Pharmaxis Protocol DPM-CF-302**

Long Term Administration of Inhaled Mannitol in Cystic Fibrosis – A Safety and Efficacy Study of Inhaled Mannitol in Cystic Fibrosis

Principal Investigator

October 2008 – May 2011

**Inhaled Bronchitol IND for compassionate use**

Principal Investigator

March 2011 - July 2012

**Gilead Protocol EA-US-205-0111**

Expanded Access Program for Aztreonam Lysine for Inhalation in Patients with Cystic Fibrosis and Pseudomonas aeruginosa Airway Infection Who Have Limited Treatment Options and are at Risk for Disease Progression

Principal Investigator

January 2008 – December 2010

**Altus Protocol 0000767**

An Open-Label Clinical Study Evaluating the Long-Term Safety of ALTU-135 for the Treatment of Patients with Cystic Fibrosis-Related Exocrine Pancreatic Insufficiency

Sub-Investigator

November 2007 – June 2009

Cystic Fibrosis Patient Registry  
Cystic Fibrosis Foundation  
Co-Investigator  
January 2001 - present

**Peer-Reviewed Publications:**

Liou TG, Brown PS et. al. Prospective Multicenter Randomized Patient Recruitment and Sample Collection to Enable Future Measurements of Sputum Biomarkers of Inflammation in an Observational Study of Cystic Fibrosis. *BMC Medical Research Methodology*, 26 April 2019. <https://doi.org/10.1186/s12874-019-0705-0>.

Brown P et. al. Evaluation of Food Insecurity in Adults and Children With Cystic Fibrosis: Community Case Study. *Front. Public Health*, 26 November 2018. <https://doi.org/10.3389/fpubh.2018.00348>

Mayer-Hamblett N, Brown P, et. al. Azithromycin for Early Pseudomonas Infection in Cystic Fibrosis: The Optimize Randomized Trial. *American Journal of Respiratory and Critical Care Medicine*. 2018 Nov 1;198(9):1177-1187. doi: 10.1164/rccm.201802-0215OC.

Freedman SD, Brown P, et. al. Absorption and Safety with Sustained Use of RELiZORB Evaluation (ASSURE) Study in Patients with Cystic Fibrosis Receiving Enteral Feeding. *Journal of Pediatric Gastroenterology and Nutrition*. 2018 Oct;67(4):527-532. doi: 10.1097/MPG.0000000000002110

Freedman S, Orenstein D, Black P, Brown P, et. al. Increased Fat Absorption From Enteral Formula Through an In-line Digestive Cartridge in Patients With Cystic Fibrosis. *Journal of Pediatric Gastroenterology and Nutrition*. 2017 Jul;65(1):97-101.

Liou TG, Brown P, et. al. Mountain West CF Consortium Sputum Biomarker Study. Poster, North American Cystic Fibrosis Conference, Orlando, Florida. October 27 - 29, 2016.

Orenstein D, Brown P, et. al. Safety, Tolerability, and Fat Absorption Using a Novel In-Line Digestive Cartridge (RELiZORB) in Patients with Cystic Fibrosis Receiving Enteral Nutrition. Poster, North American Cystic Fibrosis Conference, Orlando, Florida. October 27 - 29, 2016.

Perry S, Brown, Christopher E, Pope, Robyn L, Marsh, Xuan Qin, Sharon McNamara, Ronald Gibson, Jane L. Burns, Gail Deutsch, and Lucas R. Hoffman "Directly Sampling the Lung of a Young Child with Cystic Fibrosis Reveals Diverse Microbiota", *Annals of the American Thoracic Society*, Vol. 11, No. 7 (2014), pp. 1049-1055.

Frandsen T, Sexton J, Brown P. What is the most effective therapy for immunocompetent infants with oral thrush? *Evidence-Based Practice*. 2014; 17(6): 9.

Senior Editor for Pediatrics  
PEPID (electronic medical reference--<http://www.pepid.com>)  
June 2006 – October 2009

Rulon EA, Brown P. Fever of Unknown Origin. In: WinklerPrins V, Ewigman B, Ballarin D, editors. *PEPID Primary Care Plus v. 9.1*. <http://www.pepid.com>. May, 2008. [Evidence-based, peer-reviewed medical reference]

Brown P, Schnall JG. Clinical inquiries: When (and how) should you evaluate a child for obstructive sleep apnea? *Journal of Family Practice*, 2007; 57(4): 317 – 320.

Adler MR, Hyderi A, Hamilton A, Brown P. Clinical inquiries: What are safe sleeping arrangements for infants? *Journal of Family Practice*, 2006; 55(12): 1083-4, 1087.

Papac J, Brown PS. Cystic Fibrosis. In: WinklerPrins V, Ewigman B, Ballarin D, editors. *PEPID Primary Care Plus* v. 7.0. <http://www.pepid.com>. July, 2006. [Evidence-based, peer-reviewed medical reference]

Brown PS. Bronchiolitis and RSV. In: WinklerPrins V, Ewigman B, Ballarin D, editors. *PEPID Primary Care Plus* v. 7.0. <http://www.pepid.com>. April, 2006. [Evidence-based, peer-reviewed medical reference]

Brown PS, Dodson M, and Weintrub PS. Xanthogranulomatous pyelonephritis: report of nonsurgical management of a case and review of the literature. *Clinical Infectious Disease*, 1996; 22: 308-314.

Baum N, and Brown P. Carcinoma of the prostate: treating disease that has metastasized. *Postgraduate Medicine*, 1990; 88(6): 77-84.

**Non-Peer Reviewed Publications:**

Brown PS et al. Congress has a chance to correct a mistake and help 36,000 Idaho kids. Opinion, *Idaho Statesman*, October 15, 2017.

Brown PS. Extending health coverage to poor won't cost more money. Opinion, *Idaho Statesman*, August 25, 2013.

**Invited Significant Talks Given:**

"A Review of 2021: Top Developments in Pediatrics", Children's Hospital Grand Rounds, St. Luke's Regional Medical Center, Boise, ID, January 19, 2021

"The FDA is Calling", Human Subjects GCP Lecture Series, Ochsner Health System, New Orleans, LA (via Zoom), February 9, 2021

"A Review of 2020: Top Developments in Pediatrics", Children's Hospital Grand Rounds, St. Luke's Regional Medical Center, Boise, ID, January 20, 2021

"Cystic Fibrosis Town Hall: 2020 NACFC Update", Utah / Idaho Chapter of the Cystic Fibrosis Foundation, Zoom, November 17, 2020

"A Review of 2019: Top Developments in Pediatrics", Children's Hospital Grand Rounds, St. Luke's Regional Medical Center, Boise, ID, January 15, 2020

"The Secret Sauce: Four High-Performing Sites Share Their Approach" [Panel], Cystic Fibrosis Foundation Therapeutics Development Network Annual Meeting, Austin, TX, April 29, 2019.

"Opioids and Chronic Pain: Pediatric Considerations", Project Echo Idaho, Boise, ID, January 24, 2019

"A Review of 2018: Top Developments in Pediatrics", Children's Hospital Grand Rounds, St. Luke's Regional Medical Center, Boise, ID, January 16, 2019

"Newborn Hearing Screening, Congenital CMV, and Statutorily Mandated Care," Idaho Perinatal Project Annual Conference, JUMP, Boise, ID, February 23, 2018

"Clinician Experiences: Integrating Research into Practice", Northwest Participant and Clinical Interactions Network Annual Meeting, University of Washington School of Medicine, Seattle, WA, January 22, 2018

"A Review of 2017: Top Developments in Pediatrics", Children's Hospital Grand Rounds, St. Luke's Regional Medical Center, Boise, ID, January 17, 2018



“Challenges and Issues in CF Research Recruitment” [Panel], Cystic Fibrosis Foundation Therapeutics Development Network Meeting, Indianapolis, IN, November 1, 2017

“Evolving From a Tortoise to A Hare: A Site Perspective on Use of TDN Startup Metrics to Improve Efficiency and Decrease Startup Time”, Cystic Fibrosis Foundation Therapeutics Development Network Meeting, Nashville, TN, April 3 and April 4, 2017

“A Review of 2016: Top Developments in Pediatrics”, Children’s Hospital Grand Rounds, St. Luke’s Regional Medical Center, Boise, ID, January 18, 2017

“Update on CF”, Idaho / Utah Chapter of the Cystic Fibrosis Foundation, Boise, ID, November 29, 2016

“A Review of 2015: Top Developments in Pediatrics”, Children’s Hospital Grand Rounds, St. Luke’s Regional Medical Center, Boise, ID, January 20, 2016

“A Review of 2014: Top Developments in Pediatrics”, Children’s Hospital Grand Rounds, St. Luke’s Regional Medical Center, Boise, ID, January 14, 2015

“Performance Improvement at the Cystic Fibrosis Center of Idaho”, Mountain West Cystic Fibrosis Consortium Annual Meeting, Billings, MT, May 2, 2014

“A Review of 2013: Top Developments in Pediatrics”, CHEER, St. Luke’s Regional Medical Center, Boise, ID, April 4, 2014

“A Review of 2013: Top Developments in Pediatrics”, Children’s Hospital Grand Rounds, St. Luke’s Regional Medical Center, Boise, ID, January 15, 2014

“Vaccinations in Idaho and the Idaho Childhood Immunization Policy Commission”, Health Care Task Force, Idaho Legislature, Boise, ID, November 4, 2013

"Failure of the IRT / IRT Method for Newborn Screening for CF: the Idaho Experience", Newborn Screening Quality Improvement Consortium, North American Cystic Fibrosis Conference, Salt Lake City, UT, October 16, 2013

"Pulmonary Therapies for CF: New Thoughts on Old Interventions", Mountain West Cystic Fibrosis Consortium, Salt Lake City, UT, April 13, 2013

"The FDA is Calling: perspectives from the primary investigator and the research coordinator", Office of Research Administration Continuing Education, St. Luke's Regional Medical Center, Boise, ID, December 13, 2012 and January 24, 2013

"Learning to Teaching and Teaching to Learn: More Efficient Teaching in the Clinical Environment", Children's Hospital Grand Rounds, St. Luke's Regional Medical Center, Boise, ID, April 18, 2012

“Epidemiology in CF: From Newborn Screening to Risk Factors of Sub-Optimal Outcomes”, North American Cystic Fibrosis Conference, Anaheim, CA, November 4, 2011

“Performance Improvement at the Cystic Fibrosis Center of Idaho”, Mountain West Cystic Fibrosis Consortium Annual Meeting, Tucson, AZ, April 29, 2011

“Update on Cystic Fibrosis”, St. Luke’s Regional Medical Center Respiratory Therapy Department, Boise, ID, March 17, 2011

“Mountain West Cystic Fibrosis Consortium Update: A Review of Our Data”, Mountain West Cystic Fibrosis Consortium Annual Meeting, Boise, ID, April 23, 2010

“Cystic Fibrosis: An Update for Primary Care Physicians”, Idaho Osteopathic Physicians Association Annual CME Meeting, Eagle, ID, April 9, 2010

“The Top 10 New Things in Pediatrics From 2009 – 2010 That You Will Want To Know”, Idaho Osteopathic Physicians Association Annual CME Meeting, Eagle, ID, April 9, 2010

“CF Advocacy: How to Successfully Politically Influence Your State to Protect (or Even Expand) CF Programs in the New Economy”, North American Cystic Fibrosis Conference, Minneapolis, MN, October 17, 2009

“Quality Improvement in Cystic Fibrosis Care in Boise, Idaho”, Mountain West Cystic Fibrosis Consortium, Santa Fe, NM, April 24, 2009

“The Little CF Center That Could: Clinical Research in a Center with No Initial Know-How”, St. Luke’s IRB Recruitment Presentation, Boise, ID, April 1, 2009

“Cystic Fibrosis: Progress and Challenges”, Idaho Society for Respiratory Care 2008 Conference, Boise, ID, September 11, 2008

“Cystic Fibrosis: A Pharmacist’s Perspective”, St. Luke’s Pharmacy Department Update, Boise, ID, March 6, 2008

“Cystic Fibrosis: Newborn Screening, New Technologies, and Progress”, Idaho Perinatal Project Conference Keynote, Nampa, ID, February 22, 2008

“Cystic Fibrosis: An Update”, Association of Women's Health, Obstetric and Neonatal Nurses Idaho Chapter Meeting, Nampa, ID, February 21, 2008

“Oral Health Assessment and Preventative Dental Care in the Primary Care Setting”, Idaho Oral Health Summit, Boise, ID, November 9<sup>th</sup>, 2007

“Cystic Fibrosis and Physical Therapy”, Physical Therapy Continuing Education Conference, St. Luke’s Regional Medical Center, Boise, ID, November 7<sup>th</sup>, 2007

“Planning and Writing Your PEPID Card”, University of Washington Department of Family Medicine Faculty Development Fellowship, Seattle, WA, October 15<sup>th</sup>, 2007

“Growth Problems in Children”, Idaho Academy of Physician Assistants 2007 Annual Meeting, Sun Valley, ID, April 13<sup>th</sup>, 2007

“Pediatric Obesity”, Idaho Academy of Physician Assistants 2007 Annual Meeting, Sun Valley, ID, April 12<sup>th</sup>, 2007

“Quality Improvement at the Cystic Fibrosis Center of Idaho”, Mountain West Cystic Fibrosis Consortium, Midway, UT, March 24<sup>th</sup>, 2007

“Cystic Fibrosis: An Update”, Ada County Medical Education Consortium, St. Luke’s Regional Medical Center (Boise, ID) and Mercy Medical Center (Nampa, ID), March 21<sup>st</sup>, 2007

“The Musculoskeletal System: Children”, Program Moderator, WWAMI Mini Medical School, St. Luke’s Regional Medical Center, Boise, ID, January 31<sup>st</sup>, 2007

“Methamphetamines: Impact of Pre- and Post-natal Exposure”, Early Years Conference for the Governor's Early Care and Learning Initiative, Boise, ID, November 29<sup>th</sup>, 2006

“Planning and Writing Your PEPID Card”, University of Washington Department of Family Medicine Faculty Development Fellowship, Seattle, WA, October 10<sup>th</sup>, 2006

“Pediatric Fever: An Evidence-Based Approach”, Ada County Medical Education Consortium, St. Luke’s Regional Medical Center (Boise, ID) and Mercy Medical Center (Nampa, ID), June 7<sup>th</sup>, 2006

“Pediatric Fever”, Idaho Academy of Physician Assistants 2006 Annual Meeting, Sun Valley, ID, April 8<sup>th</sup>, 2006

“Acute Gastroenteritis and Oral Rehydration”, Idaho Academy of Physician Assistants 2006 Annual Meeting, Sun Valley, ID, April 7<sup>th</sup>, 2006

“GERD and Acute Gastroenteritis in Children”, WWAMI Mini Medical School, St. Luke’s Regional Medical Center, Boise, ID, February 2<sup>nd</sup>, 2006

“Cystic Fibrosis: State of the Art Care”, Idaho Society for Respiratory Care 2005 Conference, Boise, ID, September 9<sup>th</sup>, 2005

“ADHD: A Primer”, CHEER, St. Luke’s Regional Medical Center, Boise, ID, April 7<sup>th</sup>, 2005

“ADHD and Learning Disabilities”, WWAMI Mini Medical School, St. Luke’s Regional Medical Center, Boise, ID, February 2<sup>nd</sup>, 2005

“Update on Cystic Fibrosis”, CHEER, St. Luke’s Regional Medical Center, Boise, ID, September 2<sup>nd</sup>, 2004

**Current Organization Memberships:**

Fellow, American Academy of Pediatrics

Idaho Chapter, American Academy of Pediatrics

Idaho Medical Association

Southwest Idaho Medical Association

Ada County Medical Education Consortium

**Languages Spoken:**

English

French (basic only)

Spanish (basic only)

**Demographics:**

Birthplace: New Orleans, Louisiana

Citizenship: United States of America

**References:**

Provided upon request

9 September 2022

Abby Davids, MD  
777 N Raymond St.  
Boise, ID 83704  
208-514-2500  
abbydavids@fullcircleIdaho.org

Idaho State Board of Education  
650 W. State Street  
Boise, ID 83702

To whom it may concern,

My name is Abby Davids and I am the associate program director for the Full Circle Health – Family Medicine Residency of Idaho in Boise. I request appointment as the alternative representative for this residency on the statewide Graduate Medical Education Committee, when our program director, Dr. Justin Glass, is unable to attend. My CV has been forwarded for your review.

Sincerely,

Abby Davids, MD, MPH

## Abby R. Davids, MD, MPH, AAHIVS

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Home: 1810 W. Ridenbaugh St  
Boise, ID 83702  
(m): 614.226.8691  
(e): abbyrdavids@icloud.com

Work: 6565 W. Emerald St  
Boise, ID 83704  
(p): 208.514.2510  
(e): abbydavids@fullcircleidaho.org

Birthplace: Marion, Ohio

Citizenship: USA

### Employment

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**Full Circle Health - Family Medicine Residency of Idaho** August 2015-present  
Associate Program Director, Boise Residency July 2019-present

- Educational responsibilities including curricular review, residents in difficulty, special projects

Director, HIV and Viral Hepatitis Fellowship and Resident Global Medicine Training Track April 2016-present

- Lead post-residency fellowship for HIV and Viral Hepatitis
- Supervise residents in global health training track and provide longitudinal curriculum over two years

Medical Director, TB Clinic April 2016-present

- Lead tuberculosis clinic for FMRI in collaboration with State of Idaho and Central District Health Department

Family Medicine Faculty August 2015-present

- Full spectrum family medicine with inpatient, outpatient, OB, and resident teaching responsibilities
- Lead immigration and global health, infectious disease, and electives curricula
- Inpatient and outpatient care of patients with HIV through our Ryan White Wellness Center clinic
- Additional specialty clinics in care of refugees and immigrants, patients with viral hepatitis, and patients with TB
- Faculty Appointment:
  - University of Washington School of Medicine – Clinical Assistant Professor 6/23/20-present
  - University of Washington School of Medicine – Clinical Instructor 9/16/2016-6/22/20

### Education

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**WWAMI Faculty Development Fellowship** July 2018-July 2019  
• Cohort training in faculty development and research through the University of Washington

**Family Medicine Residency of Idaho - HIV Primary Care Fellowship**, Boise, ID August 2014-August 2015  
• Additional training in HIV, Hepatitis B/C, TB, PrEP, gender affirming care  
• Outpatient, inpatient, and resident teaching responsibilities

**Lawrence Family Medicine Residency**, Lawrence, MA June 2011-June 2014  
• Area of Concentration: HIV/AIDS  
• Global Health Track resident

**The Ohio State University College of Medicine**, Columbus, OH August 2006-June 2011  
Doctor of Medicine  
• Magna Cum Laude

**The Ohio State University College of Public Health**, Columbus, OH August 2008-June 2011  
Master of Public Health  
• MD/MPH dual degree program  
• Concentration: Health Behavior and Health Promotion, Global Health  
• Thesis Project: Community Health Assessment in Ethiopia using Photovoice

**The Ohio State University**, Columbus, OH

September 2002-June 2006

Bachelor of Arts, Political Science

- Magna Cum Laude, With Honors in the Liberal Arts
- Concentration: International Relations
- Minor: Professional Writing

### **Certifications**

AAHIVM	American Academy of HIV Medicine – HIV Specialist	November 2015-present
BLS	Basic Life Support	June 2011-present
ACLS	Advanced Cardiovascular Life Support	June 2015-present
PALS	Pediatric Advanced Life Support	June 2011-present
NRP	Neonatal Resuscitation Program	September 2011-present
ALSO	Advanced Life Support in Obstetrics	May 2012-present
	Suboxone Certified Provider	February 2013-present
	Civil Surgeon	August 2019-present

### **Licensure**

American Board of Family Medicine, Diplomate	July 2014-present
State of Idaho Medical License	April 2014-present
Federal DEA and State of Idaho Controlled Substance Licenses	June 2014-present
Buprenorphine DEA Waiver	October 2015-present
Commonwealth of Massachusetts Limited Medical License	June 2011-June 2014

### **Professional Organizations**

AAFP	American Academy of Family Physicians	June 2011-present
STFM	Society of Teachers of Family Medicine	January 2012-present
AAHIVM	American Academy of HIV Medicine	May 2013-present
HIVMA	HIV Medicine Association	August 2014-present

### **Scholarly Activity**

#### **Publications**

- Davids, A. "Rural Populations and HIV." *Fundamentals of HIV Medicine*, 2021 Edition, lead editor W. David Hardy. Oxford University Press, 2021, Chapter 11, pp 121-123.
- Zambrano, L., Jentes, E., Phares, C., Weinberg, M., Kachur, S., Basnet, M., Klosovsky, A., Mwesigwa, M., Naoum, M., Nsobya, S., Samson, O., Goers, M., McDonald, R., Morawski, B., Njuguna, H., Peak, C., Laws, R., Bakhsh, Y., Iverson, S., Bezold, C., Alkhenfr, H., Horth, R., Yang, J., Miller, S., Kacka, M., Davids, A., Mortimer, M., Stauffer, W., and Marano, N. Clinical sequelae associated with unresolved tropical splenomegaly in a cohort of recently resettled Congolese refugees in the United States – Multiple States, 2015-2018. *Am J Trop Med Hyg*, 00(0), 2020, pp. 1-9.
- Davids, A., White, T. What is the best treatment for corneal abrasion? Help Desk Answer. *Evidence Based Practice*. May 2020; 23(5): 16-17.
- Mortimer, M., Hippe, S., Roop, M., Davids, A. What are the most effective nonpharmacologic treatments of insomnia in adults? Help Desk Answer. *Evidence Based Practice*. Aug 2019; 22(8): 9-10.
- Zambrano, L., Samson, O., Phares, C., Jentes, E., Weinberg, M., Goers, M., Kachur, S., McDonald, R., Morawski, B., Njuguna, H., Bakhsh, Y., Laws, R., Peak, C., Iverson, S., Bezold, C., Alkhenfr, H., Horth, R., Miller, S., Kacka, M., Davids, A., Mortimer, M., Khan, N., Stauffer, W., Marano, N. Unresolved splenomegaly in a cohort of recently resettled Congolese refugees – multiple states, 2018. *CDC Morbidity and Mortality Weekly Report*. December 14, 2018.

- Carlson, C., Ingersoll, J., Davids, A. Does vitamin B12 supplementation improve outcomes for patients taking metformin? Help Desk Answer. *Evidence Based Practice*. Sept 2017, 20(9): E2-E3.
- Alcamo, A., Davids, A., Way, D., Lynn, D.J., Vandre, D. The Impact of a Peer-Designed and -Led USMLE Step 1 Review Course: Improvement in Preparation and Scores. *Academic Medicine* 2010, 85;10, S45-S48.

#### **Oral Presentations**

- Davids, A and Beyer, C. Bloodborne Diseases: The PCP's Primer on HIV, HBV, and HCV. Idaho Academy of Family Physicians Annual Conference. Sun Valley, Idaho. May 7, 2022.
- Davids, A and Duncan, J. Treating Patients Experiencing Homelessness. ACMS Winter Clinics Virtual Conference. February 26, 2021.
- Davids, A and Duncan, J. Testing and Treating COVID-19 in Boise's Homeless Community. Idaho Academy of Family Physicians CME Webinar. September 21, 2020.
- Mortimer, M and Davids, A. Factors that affect engagement in primary care of refugees with chronic conditions in Boise, Idaho: a retrospective case control study of secondary electronic health record data from 2014 through 2017. North American Refugee Health Conference. Virtual Meeting. September 2020.
- Davids, A. HIV in 2019: Where We've Been, Where We're Going, and What You Need To Know. Ada County Medical Education Consortium Grand Rounds. Boise, ID. November 6, 2019.
- Aleinikoff, S., Davids, A., Shanley, P., and Zhang, Y. Developing Experiences for Residents Around Refugee Health. WWAMI Network Webinar. September 5, 2018.
- Davids, A. and Mortimer, M. African Refugees Living with HIV: Perceptions, Challenges, and Success Stories of Engagement in Care after US Arrival. North American Refugee Health Conference. Portland, Oregon. June 2018.
- Mortimer, M. and Davids, A. TB Treatment for Individuals with Refugee Status: A Community Health Center / Local Health Department Collaboration. North American Refugee Health Conference. Portland, Oregon. June 2018.
- Davids, A., Mortimer, M., Colson, L., and Pluskal, M. Global Health at Home: Integrating Residents into the Care of Special Populations. Society of Teachers of Family Medicine, Annual Spring Conference. Washington, DC. May 2018.
- Davids, A., Alviso, M., Henkle, S, and Pinsky, M. PrEP in Primary Care: Training the Family Medicine Workforce in HIV Prevention. Society of Teachers of Family Medicine, Annual Spring Conference. Washington, DC. May 2018.
- Davids, A and Mortimer, M. Taking Care of Children in Boise Who Arrive from Around the World. Ada Canyon Medical Education Consortium – Children's Pediatric Professional Education Program. Boise, Idaho. March 2018.
- Davids, A. and Mortimer, M. Global Health at Home: Primary Care Considerations for Individuals Arriving to the US with Refugee Status. American Academy of Family Physicians National Conference. Kansas City, Missouri. July 2017.
- Davids, A., Mortimer, M., Strain, J., Chrisman, J., and Muhire, J. Strategy for Improving Refugee Care Services – Use of Contract Interpreters. North American Refugee Health Conference. Toronto, Ontario, Canada. June 2017.
- Mortimer, M. and Davids, A. Asymptomatic Splenomegaly – US Follow Up. North American Refugee Health Conference. Toronto, Ontario, Canada. June 2017.
- Bositis, C., Bolduc, P., Chu, C., Davids, A., Kolb, N., Prasad, R., and Sell, J. Hepatitis C is a Primary Care Disease: Transforming Residency Training to Address Growing National Needs. Lecture-Discussion. Society of Teachers of Family Medicine, Annual Spring Conference. Minneapolis, Minnesota. May 2016.
- Nusser, J., Huffman, M., Bolduc, P., Chu, C., and Davids, A. Enhancing HIV Care and Education at Your Residency: From Getting Started to Getting Great. Scholarly Topic Roundtable Presentation. Society of Teachers of Family Medicine, Annual Spring Conference. Minneapolis, Minnesota. May 2016.
- Bositis, C., Baumgartner, K., Bolduc, P., Davids, A., and Kirchner, J. Addressing the HIV Workforce Shortage by Training Family Medicine HIV Specialists: Existing Models of Training, Opportunities for Collaboration, and Developing New Programs. Scholarly Topic Roundtable Presentation. Society of Teachers of Family Medicine, Annual Spring Conference. Minneapolis, Minnesota. May 2016.

- Hall, J., Roscoe, C., Hahn, C., Mortimer, M., Davids, A., and Allen, S. Achieving high levels of treatment completion for latent TB (LTBI) in a low incidence state with relatively large numbers of resettled refugees. National TB Conference 2015. Atlanta, Georgia. June 2015.
- Davids, A. HIV, Substance Abuse, and Mental Health. NW AETC Training for Idaho Medical Case Managers. Boise, ID. December 2014.
- Davids, A. Interconception Care: Pilot Project at GLFHC. Residency Research Presentation, Greater Lawrence Family Health Center. Lawrence, MA. June 2014.
- Barr, W., Valdin, A., Augart, C., Davids, A., Gravel, J. Learning Spanish in Residency: Yes It Is Possible (It Can Be Done!). Society of Teachers of Family Medicine, 47<sup>th</sup> Annual Spring Conference. San Antonio, Texas. May 2014.
- Davids, A. Student Scholarship Winners: What Tomorrow's Leaders Are Doing Today. Society of Teachers of Family Medicine, 37<sup>th</sup> Annual Conference on Medical Student Education. Houston, Texas. January 2011.
- Alcamo, A., Davids, A., Way, D., Lynn, D.J., Vandre, D. The Impact of a Peer-Designed and -Led USMLE Step 1 Review Course: Improvement in Preparation and Scores. 49<sup>th</sup> Annual Conference of Research in Medical Education in conjunction with the 121<sup>st</sup> Annual Meeting of the AAMC, Washington, D.C. November 2010 (\*co-first authors)
- Alcamo, A., Davids, A., Way, D., Lynn, D.J., Vandre, D. Evaluation of a Student-Led USMLE Step 1 Review Course. Ottawa Conference, Miami, Florida. May 2010. (\*co-first authors)
- Alcamo, A., Davids, A., Way, D., Lynn, D. J., Vandre, D. The Impact of a Novel Peer-Designed and -Led USMLE Step 1 Review Course: Improvement in Preparation and Scores. Association of American Medical Colleges, Central Region Group on Educational Affairs. Chicago, Illinois. April 2010 (\*co-first authors)
- Davids, A. Three Cheers for the Liberal Arts: Why this Buckeye Loves Her BA. 117<sup>th</sup> Annual Meeting of the AAMC, Seattle, WA. October 2006.

#### **Poster Presentations**

- Gerrish, S., Bangs, A., Frey, M., Davids, A. Health Equity Rounds: Systematically Expanding Assessments and Plans to Include Social and Structural Determinants of Health. Society of Teachers of Family Medicine, Annual Spring Conference. Indianapolis, IN. May 2022.
- Davids, A and Mortimer, M. Obstetrical Care for Newly Arrived Refugees: Continuity is Key. North American Refugee Health Conference. Virtual Meeting. September 2020.
- Davids, A and Mortimer, M. Asymptomatic Splenomegaly – US Follow Up Year 5. North American Refugee Health Conference. Virtual Meeting. September 2020.
- Zambrano, L., Samson, O., Phares, C., Jentes, E., Weinberg, M., Goers, M., Kachur, S., McDonald, R., Morawski, B., Njuguna, H., Bakhsh, Y., Laws, R., Peak, C., Iverson, S., Bezold, C., Alkhenfr, H., Horth, R., Miller, S., Kacka, M., Davids, A., Mortimer, M., Khan, N., Staugger, W., Marano, N. Unresolved splenomegaly in recently resettled Congolese refugees – multiple states, 2018. American Society of Tropical Medicine and Hygiene. Annual Meeting, New Orleans, LA. October 2018.

#### **Panels/Conference Series**

- University of Idaho Hepatitis C ECHO. Expert Panelist. April 2021-present

#### **Research Projects**

- |  |                       |
|--|-----------------------|
| Lawrence Family Medicine Residency, IMPLICIT project, Wendy Barr, MD, MPH  | August 2012-June 2014 |
| <ul style="list-style-type: none"> <li>• Evaluation of prenatal care interventions and pregnancy outcomes to minimize preterm birth and low birth weight. Part of a network of 13 family medicine residency programs.</li> </ul> |                       |
| The Ohio State University College of Public Health, Mary Ellen Wewers, PhD, MPH  | 2010-2011             |
| <ul style="list-style-type: none"> <li>• Community Health Assessment in Ethiopia using Photovoice; culminating project for MPH completion</li> </ul>   |                       |
| The Ohio State University College of Medicine, Dale D. Vandre, PhD   | 2009-2010             |
| <ul style="list-style-type: none"> <li>• Evaluation of a student-developed and -led USMLE Step 1 Board Review Course and its impact on exam preparation and performance</li> </ul>   |                       |

#### **Honors**

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• Faculty of the Year, Family Medicine Residency of Idaho	June 2022
• Advocacy Award, Idaho Academy of Family Physicians	May 2021
• Director's Award, Family Medicine Residency of Idaho	June 2020
• Rookie of the Year, Family Medicine Residency of Idaho	June 2016
• Sir William Osler, MD Award, Medicine in the Arts, The Ohio State University College of Medicine	April 2016
• Gossman Service Award, The Ohio State University College of Medicine	June 2011
• John J. Fahey Scholarship in Family Medicine, The Ohio State University College of Medicine	June 2011
• Mary Jo Welker, MD Award in Professionalism, OSU Department of Family Medicine	May 2011
• Society of Teachers of Family Medicine Student Scholar	January 2011
• Landacre Research Honor Society, The Ohio State University College of Medicine	January 2011
• Alpha Omega Alpha Honor Medical Society, The Ohio State University College of Medicine	September 2010
• Family Medicine Honors Program, The Ohio State University College of Medicine	2010-2011
• Leadership in Academic Medicine Honors Program, The Ohio State University College of Medicine	2010-2011
• Outstanding Academic Merit Scholarship, The Ohio State University College of Medicine	June 2010
• Dean's Student Leadership Award, The Ohio State University College of Medicine	June 2010
• Gold Humanism Honor Society, The Ohio State University College of Medicine	April 2010
• Central Group on Educational Affairs – Research in Medical Education: Oral Presentation Winner, Excellence in Conducting and Presenting Research	April 2010
• Marion Academy of Medicine Scholarship	2009-2010
• University Fellowship, The Ohio State University Graduate School, College of Public Health	2008-2009
• Community Service Excellence Award, The Ohio State University College of Medicine	May 2008
• Phi Beta Kappa, The Ohio State University	May 2006
• College of Arts & Sciences, Excellence in Scholarship Award, The Ohio State University	May 2006
• Political Science Department, Outstanding Senior, The Ohio State University	May 2006
• SPHINX, the Senior Honorary, The Ohio State University	2005-2006
• Distinguished Scholarship for National Merit Scholars, The Ohio State University	2002-2006

#### **Leadership and Committees**

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• Idaho COVID Vaccine Advisory Committee	October 2020-present
• JEDI Committee, Family Medicine Residency of Idaho	August 2020-present
• Infection Control Committee, Lead, Family Medicine Residency of Idaho	August 2016-present
• Program Evaluation Committee, Family Medicine Residency of Idaho	August 2016-present
• Clinical Competency Committee, Family Medicine Residency of Idaho	August 2016-present
• Arnold P. Gold Foundation Gold Humanism Honor Society Advisory Council	September 2012-June 2014
• Length of Training Task Force, Lawrence Family Medicine Residency	March 2012-June 2014
• Curriculum Committee, Lawrence Family Medicine Residency	2011-2012
• Gold Humanism Honor Society, Chair, The Ohio State University College of Medicine	2010-2011
• Honors Consortium, Executive Committee, The Ohio State University College of Medicine	2010-2011
• Humanism in Medicine, Executive Committee, The Ohio State University College of Medicine	2010-2011
• Ohio Academy of Family Physicians Foundation, Student Trustee	2009-2010
• USMLE Step 1 Board Review Course, Co-creator, The Ohio State University College of Medicine	2009-2010
• Board Preparation Team Member, The Ohio State University College of Medicine	2008-2011
• Family Medicine Newsletter, Editor and Contributor, The Ohio State University College of Medicine	2007-2011

#### **Community Service**

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• Al Otro Lado / Refugee Health Alliance Volunteer, Tijuana, Mexico	2019-ongoing
• COVID-19 Homeless Outreach Program via FMRI	2020-2021
• Friendship Clinic, Bimonthly Volunteer, Boise, Idaho	2014-2015

- AHOPE for Children, Board Member, Addis Ababa, Ethiopia and Seattle, Washington 2009-2014
- AHOPE Ethiopia, Medical Volunteer, Addis Ababa, Ethiopia 2007-2014
- PODEMOS, Medical Volunteer and Committee Member, El Progreso, Honduras 2008-2009
- La Clinica Esperanza, Medical Volunteer, Roatán, Honduras August 2008
- Victory Junction Gang Camp, Camp Counselor, Randleman, North Carolina June 2008
- Franklin County Children's Services, Volunteer Mentor, Columbus, Ohio 2007-2009
- Center for Child and Family Advocacy, Clinic Volunteer, Columbus, Ohio 2006-2007
- Columbus Free Clinic, Volunteer, Columbus, Ohio 2006-2007

### **Special Skills**

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Proficiency in Spanish – passed ALTA Language Services CCLA test in 4/2014

- Test developed and used by Kaiser Permanente health system to gauge whether healthcare professionals are competent to see patients in a particular language without interpreter present

September 9, 2022

Robyn Dreibelbis, DO, FACOFP  
1401 E. Central Drive  
Meridian, ID 83642  
(208) 795-4346  
[rdreibelbis@idahocom.org](mailto:rdreibelbis@idahocom.org)

Idaho State Board of Education  
650 W. State Street  
Boise, ID 83702

To whom it may concern,

My name is Robyn Dreibelbis, and I am the Associate Dean for Graduate Medical Education at the Idaho College of Osteopathic Medicine. I request to serve as the representative for this medical school on the statewide Graduate Medical Education Committee. I have previously sent my Curriculum Vitae for your review.

Sincerely,

Robyn Dreibelbis

# ***Robyn Dreibelbis, DO, FACOFP***

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\*\* Home: 15495 NW Orchard View Road, McMinnville, OR 97128

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\*\* Cell Phone: (971) 241-8588

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## **Personal Data**

- ***Specialty: Family Medicine***
- ***Date of Birth: 03/15/1967***
- ***Place of Birth: Orange, CA, USA***
- ***Married, two adult children***

## **Education**

***08/1991 – 06/10/1995***

***College of Osteopathic Medicine of the Pacific, Pomona, CA***

- Doctor of Osteopathic Medicine
- Graduated: 06/10/1995

***Fall 1989 – Spring 1990***

***Cal State Fullerton, Fullerton, CA***

- One year of study in Exercise Physiology before deciding to attend medical school, 1990-1991
- No degree obtained

***09/1985 – 06/1989***

***University of California, Santa Barbara***

- Bachelor's Degree in Biochemistry/Molecular Biology
- Graduated: 06/1989

## **Post-Graduate Training**

***08/2012 – 09/2014***

***UCLA/DW Reynolds, Longitudinal Scholar Program in Geriatrics***

- The purpose of this program, sponsored by University of California, Los Angeles (UCLA), is to develop physicians to be geriatrics educators. This is accomplished by components that: enhance faculty's geriatric clinical knowledge and skills; develop teaching expertise; and leadership training, including project development and implementation. A variety of opportunities are available, including courses that are focused on clinical knowledge and skills, and seminars that include small-group sessions in which participants work with faculty mentors to develop worksite improvement projects to implement in their respective institutions, and receive individualized mentorship and follow-up feedback.
- Completed: 09/2014

***03/2012***

***Division of Geriatrics, David Geffen School of Medicine, UCLA***

- Donald W. Reynolds FD~AGE, Mini-Fellowship in Geriatrics
- Completed: 03/2012

*Revised\_05.03.2022*

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### ***09/2010 – 09/2011***

#### ***The Costin Institute, Costin Scholar Program***

- The Costin Institute for Osteopathic Medical Educators is an academic program housed at Midwestern University, Chicago, IL specifically designed for Osteopathic Medical personnel currently involved in teaching, academic management as well as those aspiring to a career in medical academe
- Completed: 09/24/2011

### ***06/21/1996 – 07/31/1998***

#### ***Residency***

- Family Medicine, Eastmoreland Hospital, Portland, OR
- I took a 6 week maternity leave after the birth of my second son on 04/21/1997
- Completed: 07/31/1998

### ***06/21/1995 – 06/20/1996***

#### ***Rotating Internship***

- Eastmoreland Hospital, Portland, OR
- Completed: 06/20/1996

## **Professional Experience**

### ***12/15/2021 – present***

#### ***Mountain States Institute for Graduate Medical Education and Research (MSIGMER), Meridian, ID***

- ACGME-Accredited Sponsoring Institution:
  - Designated Institutional Official (DIO) and Executive Director
    - **Mission:** The primary purpose of the Mountain States Institute for Graduate Medical Education and Research ("MSIGMER") is to promote, support, and contribute to the continuum of medical education with a focus on excellence in postdoctoral training and research.
    - **Charge:** MSIGMER will strive to meet our mission by:
      - Maintaining its status through the Accreditation Council for Graduate Medical Education ("ACGME") as a Sponsoring Institution;
      - Supporting the development of new graduate medical education opportunities that meet the needs of the community they serve;
      - Promoting evidence-based education, scholarship, and research throughout the continuum of medical education;
      - Supporting graduate medical education programs with the highest level of resources essential to meet and exceed accreditation standards;
      - Supporting the best interest of trainees with qualified faculty, facilities, and clinical experiences;
      - Advancing the tenets of osteopathic philosophy through partnerships with osteopathic medical schools and the development of graduate medical education programs with "Osteopathic Recognition"; and
      - Developing and supporting continuing medical education opportunities.

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### ***10/12/2021 – present***

#### ***Idaho College of Osteopathic Medicine (ICOM), Meridian, ID***

- College:
  - Associate Dean of Graduate Medical Education
    - Develop graduate medical education programs in the five states we endeavor to serve (Idaho, Wyoming, Montana, N. Dakota, S. Dakota) while advancing training opportunities for graduates from osteopathic and allopathic institutions to pursue the specialty that speaks to their heart and to their mind

### ***06/01/2011 – 10/08/2021***

#### ***Western University of Health Sciences, College of Osteopathic Medicine of the Pacific-Northwest (COMP-Northwest), Lebanon, OR***

- University:
  - IRB Committee
    - Member: 2016 – 2021
  - Strategic Performance Group Team (part of the WesternU Strategic Planning process)
    - Innovation Performance Group to focus on technology transfer, IP Policy management, innovation alliances, and for-profit commercial establishments and more: 2018 – 2021
- College:
  - Chief Wellness Officer, WesternU/COMP-Northwest
    - 07/01/2014 – 10/08/2021
  - Director of MEDWell
    - 2013 – 2021
  - Organizer/Director of the Nutrition in Medicine lecture series
    - 2011 – 2021
  - Committees
    - Student Performance Committee (SPC)
      - Vice Chair: 2012 – 2018
      - Member: 2018 – 2021
    - Awards Committee
      - 2017 – 2021
    - Curriculum Committee
      - 2020 – 2021
  - Faculty Advisor
    - Sigma Sigma Phi
    - Gold Humanism Honor Society
    - American College of Osteopathic Family Physicians (ACOFP) Chapter
    - Sports Medicine Club
  - Co-Course Director
    - Applied Anatomy Track
  - Department of Population Health
    - Division of Health and Behavior
      - Faculty member: 2018 – 2021

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- Department:
    - Chair, Department of Family Medicine
      - 01/01/2020 – 10/08/2021
    - Vice Chair, Department of Family Medicine:
      - 01/7/2018 – 12/31/2019
      - 06/1/2011 – 6/30/2014
    - Associate Professor, Department of Family Medicine
      - 07/1/2019 – 10/08/2021
    - Assistant Professor, Department of Family Medicine:
      - 06/1/2011 – 06/2019

### ***07/2010 – 09/2013***

#### ***Samaritan Health Services, Corvallis, OR Program Director, Family Medicine Residency***

- Oversee recruitment, scheduling, curriculum development, training, evaluation of trainees, and written policies to guide residency training in family medicine
- Oversee the family medicine residents' continuity clinic to ensure that the residents have a rich and fruitful clinical experience, that the clinic runs smoothly and operates as a free-standing profitable clinic
- Teach and evaluate medical students and residents while they are seeing patients in the Samaritan Resident Clinic
- Involved in starting a community-based OMT clinic to treat patients with specific musculoskeletal complaints through which every intern in the global SHS residency program (traditional rotating, psychiatry, orthopedic, general surgery, internal medicine) as well as residents in all 3 years of the family medicine program rotate on a regular basis
- Involved in starting an OMT clinic at Oregon State University (NCAA Division 1 athletics programs) in which our SHS family medicine residents evaluate and treat athletes in consultation from the onsite sports medicine physicians and athletic trainers

### ***08/1998 – 05/31/2011***

#### ***West Hills Healthcare Clinic, McMinnville, OR***

- Full-scope clinical practice in Family Medicine
- In-office procedures (vasectomy, circumcision, skin biopsies, laceration repair, joint injections and aspirations)
- In-hospital newborn care, pediatric and adolescent admissions
- 1/3 Owner, Single specialty Family Practice, 1999 - 05/31/2011 (after I left full-time practice, I continued to serve the clinic and patient population through a procedure clinic on average once per month until ~2014)
- Left this very profitable and thriving practice to join the administrative team at COMP-NW Osteopathic medical school as Vice Chair/Assistant Professor, Department of Family Medicine (06/2011) and to be the Program Director for Samaritan Health Systems Family Medicine Residency (07/2010)

### ***06/1989 – 09/1989***

#### ***Allergan Pharmaceuticals, Irvine, CA***

- Research Biochemist, Pharmacokinetics
- Left to continue my education

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### **Hospital Affiliations**

#### ***Samaritan Lebanon Community Hospital, Lebanon, OR***

- Active Staff, 07/2010 – 10/2021

#### ***Willamette Valley Medical Center, McMinnville, OR***

- Active Staff, 1998 - 05/31/2011
- Left in good standing to pursue a career change from clinical practice to academic medicine and all that entails

### **Licensure and Certification**

#### ***Board Certified in Family Medicine (ACOFM/AOBFM)***

- Continuous certification in my specialty from 11/16/1998 - present

#### ***State of Oregon***

- 07/19/1996 - present, unrestricted, DO19905

#### ***State of Idaho***

- 03/2022 - present, unrestricted

#### ***Drug Enforcement Administration (DEA) Certification***

- 07/19/1996 - present, unrestricted

### **Publications**

#### ***Foundations of Osteopathic Medicine, Fourth Edition***

- Fraix, M., Nieman, D., Dreibelbis, R., Giusti, R. (2018). Chapter 17 – Energy Balance: Nutrition, Exercise, and The Metabolic Model. In *Foundations of Osteopathic Medicine* (4<sup>th</sup> ed., Chapter 17, pgs. 375-401).

### **Presentations/Lectures**

#### ***Lifestyle Implications of Psychiatric Diagnoses***

- Presented at the Osteopathic Physicians and Surgeons of Oregon (OPSO) Lifestyle Conference
- Portland, OR, 05/18/2019

#### ***The New Paradigm of EPAs***

- Presented at the Preceptor Development Conference – St. Charles Medical Center
- Bend, OR, 05/17/2019

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### ***“Healthcare Workforce in Oregon”***

- Presented at the 2018 STATE of REFORM – Oregon Health Policy Conference
- Portland, OR, 10/16/2018

### ***“Greens, Beans, and Yoga: Teaching Lifestyle Medicine to Students”***

- The MEDWell Program: A Focus on Student Health and Wellbeing
- Presented at the OMED Conference
- San Diego, CA, 10/7/2018 (invited to give this presentation at the 2018 OMED Conference)

### ***“The Blue Zones”***

- Presented at the Mid-Winter Osteopathic Physicians and Surgeons of Oregon (OPSO) Conference
- Sun River, OR, 02/2017

### ***“MEDWell: The Importance of Campus-wide Focus on Personal Wellness”***

- Presented at the Fall Osteopathic Physicians and Surgeons of Oregon (OPSO) Conference
- Portland, OR, 09/2016

### ***“The Sports Physical”***

- Presented to the faculty, family medicine residents, and medical students helping with sports physicals for local area youth
- Lebanon, OR, 08/2014, 08/2015, 08/2016, 08/2017, 08/2018

### ***“Robyn’s 5 No-Brainer Rules for Health and Wellness”***

- Presented to the Lebanon Chapter of the Optimist Club (of which I am a member)
- Lebanon, OR, 08/2015

### ***“The Story with a Happy Ending: Robyn’s 5 No-Brainer Rules for Health and Wellness”***

- Presented to the Lebanon teachers at their Annual Retreat
- Lebanon, OR, 08/25/2015

### ***“The Story with a Happy Ending: Healthy Soil = Healthy Us”***

- Presented at the Linn County Oregon State University Extension Association Banquet
- Albany, OR, 02/17/2015

### ***“Fend off the Attackers: Aging and the Immune System”***

- Presented at the 38<sup>th</sup> Annual OSU Gerontology Conference
- Oregon State University, Corvallis, OR, 02/2014

### ***“Lifestyle Focus: Stress”***

- Presented to the employees of Central Willamette Community Credit Union at their Annual Retreat
- Albany, OR, 10/14/2013

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### ***Reviewer, Smoking Module, WiRED International***

- 09/2013

### ***"Crystal and Cheers: A Focus on Lifestyle Medicine"***

- Keynote Address at Crystal and Cheers, as annual fundraiser of COMP-Northwest
- COMP-Northwest, OR, 08/01/2013

### ***"The Benefit of Preventative Medicine through the Years: The Exercise Rx"***

- Presented at the 37<sup>th</sup> Annual OSU Gerontology Conference
- Oregon State University, Corvallis, OR, 02/2013

\*\* Many more lectures given over the course of my tenure at COMP-Northwest

## **Awards**

### ***Fellow, American College of Osteopathic Family Physicians (FACOFP)***

- Named as a Fellow of my specialty college, 03/2020

### ***Case Writer of the Year 2019, National Board of Osteopathic Family Physicians (NBOME)***

- As a member of the Case Development Committee for the NBOME I wrote cases that served as the national clinical assessment for the COMLEX-2PE exam. I was named the national case writer of the year in 2019.

### ***Dean's Award for Faculty Excellence, 05/2019***

- In special recognition by student proclamation for extraordinary service towards student achievement

### ***Outstanding Clinical Faculty, 06/2017***

- Recognition by the COMP-Northwest Class of 2020 as the outstanding clinical faculty member for the academic year 2016-2017

### ***Leonard Tow Humanism in Medicine Award, 03/2017***

- Leonard Tow Humanism in Medicine Award recognizes graduating students and faculty members who demonstrate both clinical excellence and outstanding compassion in the delivery of care and who show respect for patients, their families, and healthcare colleagues.

### ***DO of the Year Award, 12/2016***

- Presented by the Osteopathic Physicians and Surgeons of Oregon (OPSO) "In grateful recognition of her leadership, dedication, and personal commitment to the osteopathic profession and the people of Oregon"

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\*\* Cell Phone: (971) 241-8588

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### ***Gold Humanism Honor Society, 06/2016***

- National society that gives value and credit for those inductees who embody the foundational elements of what it truly means to be a physician; Individuals who are exemplars of integrity, excellence, compassion, altruism, respect, empathy, and service.

### ***Outstanding Clinical Faculty, 06/2016***

- Recognition by the COMP-Northwest Class of 2019 as the outstanding clinical faculty member for the academic year 2015-2016

### ***Unsung Heroes Award, 04/2014***

- Recognition by my academic peers of the quiet but important work being done behind the scenes but impactful to students, faculty, and administration

### ***Arthur Rott Award, 06/1998***

- Recognition for the best 3<sup>rd</sup> Year Resident paper presented

### ***American Medical Women's Association (AMWA), 06/1995***

- Presented to the top women graduating from COMP

### ***Pauline Weiss Pumerantz Memorial award, 06/09/1995***

- "For demonstrating a full commitment to striving for an excellence in education and a desire to become an osteopathic physician who will be a role model for future generations of students"

### ***Sigma Sigma Phi, 06/11/1995***

- National honorary osteopathic fraternity, lifetime member

## **Leadership Positions and Committees**

### ***Western University of Health Sciences, COMP-Northwest***

- Chief Wellness Officer, COMP-Northwest, 7/2014 – 10/08/2021
- Chair, Department of Family Medicine, 01/01/2020 – 10/08/2021
- Vice Chair, Department of Family Medicine, 2011 – 6/30/2014, 01/2018 – 12/31/2019
- Associate Professor, Department of Family Medicine, 07/01/2019 – 10/08/2021
- Assistant Professor, Department of Family Medicine, 2011 – 2019
- Creator and Director, MEDWell, Campus-wide Wellness Program, Western University of Health Sciences, 7/2014 – 10/08/2021
- Leadership Team, Healthy Living and Wellness Initiative, COMP-Northwest, 2012 – 10/08/2021
- Vice Chair, Student Performance Committee, 06/2012 – 2018
- Member, Student Performance Committee, 06/2011 – 06/2012, 2018 – 10/08/2021
- Director, Nutrition in Medicine Lecture Series, 2011 – present
- Advisor, Sports Medicine Outreach Program for Lebanon High School, 2013 – 10/08/2021
- Advisor, Sigma Sigma Phi, 2013 – 10/08/2021
- Advisor, Gold Humanism Honor Society, COMP-Northwest, 2015 – 10/08/2021

Revised\_05.03.2022

## ***Robyn Dreibelbis, DO, FACOFP***

\*\* Work: 1401 E. Central Drive, Meridian, ID 83642

\*\* Home: 15495 NW Orchard View Road, McMinnville, OR 97128

\*\* E-mail: [rdreibelbis@idahocom.org](mailto:rdreibelbis@idahocom.org), [drdddo@yahoo.com](mailto:drdddo@yahoo.com)

\*\* Cell Phone: (971) 241-8588

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### ***National Board of Osteopathic Medical Examiners, NBOME***

- Committee member, NBOME Level 2-PE Advisory Committee, 11/2020 – present (on pause with COVID)
- Committee member, NBOME 3<sup>rd</sup> Site Task Force, 06/2020 – present (on pause with COVID)
- Committee member, NBOME Item Writing Committee for COMLEX-USA Level 2-CE (Cognitive Evaluation component to NBOME's Comprehensive Osteopathic Medical Licensing Examination), 05/2019 – present
- Committee member, NBOME Case Development Committee for COMLEX-USA Level 2-PE (Performance Evaluation, the clinical skills examination component to NBOME's Comprehensive Osteopathic Medical Licensing Examination), 02/2014 – 02/2019
- Committee member, NBOME Post-Encounter Activity Task Force for COMLEX-USA Level 2-PE (Performance Evaluation, the clinical skills examination component to NBOME's Comprehensive Osteopathic Medical Licensing Examination), 01/2018 – present (on pause with COVID)
- Committee member, NBOME Standards Setting Committee for COMLEX-USA Level 2-PE (Performance Evaluation, the clinical skills examination component to NBOME's Comprehensive Osteopathic Medical Licensing Examination), 04/2013

### ***Oregon Healthcare Workforce Committee***

- Subcommittee of the Oregon Health Policy Board
- Chair, 01/2018 – 01/2019
- Vice Chair, 12/2015 – 12/2017
- Committee member, 06/2013 – 12/31/2019

### ***Oregon Wellness Program (OWP)***

- Promotes Oregon healthcare professionals (physicians, nurse practitioners, physician assistants) well-being through education, coordinated regional counseling services, telemedicine services, and research
- Member of Executive Committee
- 06/2019 – 10/08/2021

### ***Oregon Graduate Medical Education Consortium (Oregon GME Consortium)***

- Founding member of Executive Committee
- Chair, 02/2017 – 01/2018
- Secretary, 08/2015 – 02/2017
- Committee member, 02/2013 – 08/2021

### ***Osteopathic Physicians and Surgeons of Oregon (OPSO)***

- Chair of Membership Committee, 2013 – 2015
- President, 2011 - 2013
- President Elect, 2009 - 2011
- Board Member, 2002 - 2016

### ***American Osteopathic Association, National Meeting, House of Delegates***

- National Delegate, representing the state of Oregon: 2005, 2012, 2013, 2016, 2017, 2018, 2020

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### ***American Osteopathic Association, Advocacy for Healthy Partnerships***

- Member, representing the state of Oregon: 2011, 2012, 2013
- The **Advocacy for Healthy Partnerships** conference is a series of training sessions designed to impart the knowledge and skills necessary for physicians and association staff to successfully advocate for patients and the osteopathic profession

### ***West Hills Healthcare Clinic, McMinnville, OR***

- 1/3 owner of single specialty Family Practice with 6 providers, 9/1999 - 5/31/2011
- Director of Personnel for a small medical office with 30 employees, 2004 - 2011
- Organized the call schedule for a call group of 5 Family Physicians, 2004 - 2011

### ***Board of Trustees, Willamette Valley Medical Center, McMinnville, OR***

- Chairman of the Board, 1/2009 - 1/2010
- Board of Trustees Member, 2003 - 5/31/2011

### ***Credentials Committee, Willamette Valley Medical Center, McMinnville, OR***

- Committee Member, 2000 - 2011

### ***Physicians Leadership Group, Willamette Valley Medical Center, McMinnville, OR***

- Member, 2004 - 2011
- Representative group of 8 physicians who work closely with hospital administration to brainstorm on projects with the goal of advancing services to our community and to discuss concerns brought forward by members of the medical staff
- One of three representatives from Willamette Valley Medical Center's local PLG invited to present at the National Physicians Leadership Group meeting for our entire hospital system (Capella Healthcare) the successes that we have had at our facility and in our community as a local PLG and how the company can duplicate that success at other hospitals within the organization, 2/2010

### ***Linfield College, McMinnville, OR***

- Medical Director, Athletic Training Department, 2007 - 2018
- Team Physician, 2001 - 2018

### ***AQx Sports, McMinnville, OR***

- Board Member, 2009 - 2014
- This company is on the cutting edge of research in Aqua-training as a way to rehabilitate injury, prevent injury, cross train utilizing a zero-gravity environment in the water in conjunction with buoyancy suit and resistance shoes

### **Preceptor**

#### ***DO Medical Students***

- Western University/College of Osteopathic Medicine of the Pacific, Pomona, CA
- Midwestern University-Arizona College of Osteopathic Medicine

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\*\* Cell Phone: (971) 241-8588

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### ***Physician Assistant Students***

- Pacific University, Forest Grove, OR

### ***Athletic Training Students***

- Linfield College, McMinnville, OR

### **Society Memberships**

- ***Osteopathic Physicians and Surgeons of Oregon (OPSO)***
- ***American Osteopathic Association (AOA)***
- ***American College of Osteopathic Family Physicians (ACOFP)***
- ***Society of Teachers of Family Medicine (STFM)***
- ***American College of Sports Medicine (ACSM)***
- ***American College of Lifestyle Medicine (ACLM)***
- ***International Association of Medical Science Educators (IAMSE)***
- ***American Academy of Family Physicians (AAFP)***
- ***Oregon Academy of Family Physicians (OAFP)***

### **Leadership Conferences Attended**

- ***Senior Leadership Development Program (SLDP), 7/2022 – 4/2023***
- ***Franklin Covey, The 5 Choices to Extraordinary Productivity, 5/2012***
- ***Covey Leadership Course, COMP-Northwest, 1/2012***
- ***Studer Group, Leadership Conference, 9/2009***
- ***Horty Springer, Hospital Leadership/Credentials Conference, 2002***

### **Activities**

- Spending time with my incredible and supportive family
- Juggling professional responsibilities in order to attend every sporting event in which my sons compete
- Exercise of any sort
- Cooking, baking delicious and nutritious food

### **Family**

#### ***Doug Dreibelbis (1964)***

- Amazing husband and father

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- He has stood by my side through medical school, residency, private practice, and was a coworker during the final few years at my family medicine office (he is still the business office manager at my prior office)

### ***Kyle Dreibelbis (1992)***

- Born during my 2<sup>nd</sup> year of medical school and he often says that he has attended medical school alongside of me
- Happy, fun-loving, funny young man who has a great outlook on life and has no limitations in his mind. He will do great things in his life!!
- Great leader through good times and when presented with adversity
- Amazing Cross Country and Track distance athlete and runner of marathons (2:41 PR)
- He graduated from George Fox University in 2015 with a degree in Mechanical Engineering and is currently working in his field of study in Portland, OR

### ***Bailey Dreibelbis (1997)***

- Born during my 2<sup>nd</sup> year of residency (I took 3 months off after his birth)
- Jumping, dancing, happy boy with a beaming smile and energy seeping out of his body
- He has taught his parents so much about non-traditional sport and the art of dance (he is a ballet dancer and a cheerleader)
- Currently, he is following his passion of food as an Executive Chef in Portland, OR
- We know he will do great things in his life

*Revised\_05.03.2022*



September 20, 2022

Matt Larsen  
2001 S Woodruff Suite #9  
208-419-3002  
DrMattLarsen@gmail.com

Idaho State Board of Education  
650 W. State Street  
Boise, ID 83702

To whom it may concern,

My name is Matt Larsen DO, I am the Program Director for the Eastern Idaho Regional Medical Center Psychiatry Residency. I request to serve as the representative for this residency on the statewide Graduate Medical Education Committee. I have included my Curriculum Vitae for your review.

Sincerely,  
Matt Larsen DO

Double Board Certified Psychiatrist  
– Child and Adolescent Fellowship  
Program Director for EIRMC Psychiatry Residency  
Owner of Ascend Mental Health Center



**Matthew F. Larsen D.O.**

Ascend Mental Health Center  
2001 S Woodruff Ste #9  
Idaho Falls, ID 83404  
Telephone: (208) 520-8239  
DrMattLarsen@gmail.com

EDUCATION

<u>DUKE UNIVERSITY</u>	2018
<b>ELECTROCONVULSIVE THERAPY FELLOW</b> DURHAM, NC	
<u>UNIVERSITY OF NEVADA SCHOOL OF MEDICINE</u>	2013-2015
<b>CHILD AND ADOLESCENT PSYCHIATRY FELLOW (CHIEF FELLOW)</b> RENO, NV	
<u>UNIVERSITY OF NEVADA SCHOOL OF MEDICINE</u>	2010-2013
<b>PSYCHIATRY RESIDENT</b> RENO, NV	
<u>DES MOINES UNIVERSITY – COLLEGE OF OSTEOPATHIC MEDICINE</u>	2006-2010
<b>DOCTOR OF OSTEOPATHIC MEDICINE (CLASS PRESIDENT)</b> DES MOINES, IA	
<u>BRIGHAM YOUNG UNIVERSITY – IDAHO</u>	2000-2006
<b>BACHELOR OF SCIENCE:</b> MAJOR: BIOLOGY MINOR: CHEMISTRY REXBURG, ID	

LICENSING

Idaho State Medical License	2015 - Present
Nevada State Medical License (now inactive)	2010 - 2015

BOARD CERTIFICATION

<u>General Psychiatry</u>	
Board Certified as of 9/22/16	2016 - Present
Board Eligible	2014 - 2016
<u>Child and Adolescent Psychiatry</u>	
Board Certified as of 9/18/17	2017 – Present
Board Eligible	2015 - 2017

EMPLOYMENT

<u>EIRMC Graduate Medical Education (HCA)</u>	Dec 1 2021 - Present
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Psychiatry Residency Program Director <u>Ascend Mental Health Center</u>	2020-present
Owner - Outpatient clinic in Idaho Falls <u>Eastern Idaho Regional Medical Center</u>	2015 - Present
2 years on Acute Inpatient: 40 adult beds, 20 adolescent beds	2015-2017
4 years directing RTC: 12 adolescent beds	2017-2021
3 years on ECT Service	2018-2021
6 years Consult service: 200 beds including Burn & Trauma	2015-2021
2 years Outpatient: 100 Patients (majority adolescent)	2019-2021
6 months Intensive Outpatient Clinic: 10 patient slots	2020
5 years Psychiatry Department Chairman	2016-2021
2 years Medical Staff Vice President	2021-present
<u>Rehabilitative Health Services</u>	
Supervise a Physician Assistant: Kade Anderson	2019-2020
<u>Portneuf Valley Family Center</u>	
Supervise a Physician Assistant: Wende Leavitt	2020-Present
<u>Stewards of Recovery</u>	
Supervise a Nurse Practitioner: Shawn Warren	2019-Present

TEACHING EXPERIENCE

<u>GME - EIRMC Psychiatry Residency</u>	2022
Program Director	
<u>ISU - Idaho State University Physician Assistant Program</u>	2021
Preceptor / Adjunct Faculty	
<u>ICOM - Idaho College of Osteopathic Medicine</u>	2020-present
Preceptor/Faculty - Assistant Professor of Psychiatry	
<u>GME - EIRMC Family Medicine Residency</u>	
Core Faculty	2019-present
PI - Suicide Research Project	2021-present
<u>Gonzaga Nurse Practitioner Program</u>	2018
Preceptor	

**Resident Physician – Mentoring**

Muad K. PGY-1	mentored for 1 year	2022
Kwadwo S. PGY-1	mentored for 1 year	2022
Keon H. PGY-1	mentored for 1 year	2022
Thomas K. PGY-1	mentored for 1 year	2022
Nathan M. PGY-2	mentored for 1 weeks	2021

**Medical Students - Mentoring**

Nicolas S. MS-3	mentored for 4 weeks	2021
Clay C. MS-3	mentored for 3 weeks	2020
Tate V. MS-3	mentored for 8 weeks	2018
Cade C. MS-4	mentored for 4 weeks	2016

**Nurse Practitioner Students -Mentoring**

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Bailey M	mentored for 13 weeks	2021
Julie M.	mentored for 6 weeks	2020
Jenn M.	mentored for 8 weeks	2020
Ben P.	mentored for 11 weeks	2020
Nicole B.	mentored for 3 weeks	2020
Josh P.	mentored for 6 weeks	2019
Melissa H.	mentored for 6 weeks	2019
Todd B.	mentored for 12 weeks	2018
Blake M.	mentored for 4 weeks	2018
Ben P.	mentored for 4 weeks	2017

**Physician Assistant Students - Mentoring**

Lauren C.	mentored for 8 weeks	2021
Samantha B.	mentored for 8 weeks	2016
David R.	mentored for 8 weeks	2015

**Psychologist - Prescribing Rights - Mentoring**

Dawn C.	mentored for 10 weeks	2022
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**COMMITTEE WORK**

EIRMC - Chairman of Quality Improvement Committee	2021-2022
HCA - Peer Reviewer for Rocky Mountain Health Care Symposium	2022
EIRMC - GME Research committee	2022
HCA Psychiatry Residency - Curriculum Development	2021-2022
Faculty – Family Medicine Residency	2018 - 2022

**AWARDS**

Honoree – Distinguished Citizen Under 40 Idaho Falls Chamber of Commerce	9/24/2019
1st Place - Resident Research Day University of Nevada School of Medicine	5/6/2015
2nd Place –Resident Research Day University of Nevada School of Medicine	6/12/2013
Honoree - Philip H. Goodman Critical Appraisal Competition University of Nevada School of Medicine	2/12/2013
1st Place - Resident Research Day University of Nevada School of Medicine	6/13/2012
2nd Place - Philip H. Goodman Critical Appraisal Competition University of Nevada School of Medicine	2/9/2012
Certificate of Excellence in Osteopathic Manipulative Medicine Des Moines University College of Osteopathic Medicine	5/29/2009
Northwest Osteopathic Fellow Scholarship Award	2006

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Des Moines University College of Osteopathic Medicine  
Excellence in Research Scholarship Award 2006  
Des Moines University College of Osteopathic Medicine

PRESENTATIONS

**Oral Presentations**

1. LDS Faith Based Presentation (Higbee congregation) 8/28/2022  
*Taught 60 youth and their church leaders about resilience & mental health*
2. Foster Parents Training 8/16/2022  
*Taught 16 sets of foster parents about Gender Identity in teens*
3. LDS Faith Based Presentation (Cloverdale congregation) 7/24/2022  
*Taught 65 youth and their church leaders about resilience & mental health*
4. LDS Faith Based Presentation (Juniper congregation) 7/19/2022  
*Taught 13 youth and their church leaders about resilience & mental health*
5. LDS Church Youth Summer Camp at Island Park 6/24/2022  
*Taught 18 adolescents about resilience & mental health*
6. LDS Faith Based Presentation (Yorkside congregation) 6/13/2022  
*Taught 23 youth and their church leaders about resilience & mental health*
7. LDS Faith Based Presentation (Sunterra congregation) 5/29/2022  
*Taught 65 youth and their church leaders about resilience & mental health*
8. LDS Faith Based Presentation (Cloverdale congregation) 5/29/2022  
*Taught 25 youth and their church leaders about resilience & mental health*
9. College of Eastern Idaho Nursing Program 3/18/2022  
*Taught 40 Nursing students about practicing psychiatry for 2 hours*
10. LDS Faith Based Presentation (South 5th building congregation) 1/30/2022  
*Taught 50 youth and their church leaders about resilience & mental health*
11. LDS Faith Based Presentation (Ammon building congregation) 1/30/2022  
*Taught 300 adults about resilience & mental health*
3. Foster Parents Training 10/19/2021  
*Taught 15 sets of foster parents how to access mental health resources*
12. Rigby Mental Health Symposium 10/8/2021  
*Taught 200 teachers/first responders/ parents about trauma treatment*
13. Community Suicide Prevention Conference - PANEL 9/10/2021  
*Taught 65 local police and providers about suicide prevention*
14. Taylor's Crossing Charter School 8/23/2021  
*Taught 40 teachers about helping students with mental health issues*
15. Idaho College of Osteopathic Medicine 8/11/2021  
*Taught 200 medical students about Psychiatry in practice*
16. LDS Faith Based Presentation (Crimson building congregation) 4/11/2021  
*Taught 40 youth & church leaders about resilience & mental health*

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17. LDS Faith Based Presentation (York building congregation) 3/30/2021  
*Taught 45 youth & church leaders about resilience & mental health*
18. Idaho Psychiatric Association 3/12/2021  
*Presented at the annual meeting on the effects of social isolation on kids*
19. Idaho Nurse Practitioner Association 2/27/2021  
*Taught 65 Nurse Practitioners about Adolescent Psychopharmacology*
20. Compass Academy High School 1/20/2021  
*Taught 125 Freshman about resilience during COVID*
21. LDS Faith Based Presentation (Idaho Falls Stake) 9/30/2020  
*Taught 85 youth & church leaders about resilience & mental health*
22. Idaho Falls Chamber of Commerce Mental Health Panel 1/8/2020  
*Discussed Mental Health Shortages in Idaho Falls*
23. LDS Faith Based Presentation (Jamestown ID Congregation) 12/29/2019  
*Taught 40 adults about suicide prevention in their congregation*
24. College of Eastern Idaho Community Meeting 10/26/2019  
*Presented on suicide prevention/postvention, then Q&A*
25. College of Eastern Idaho: Psychology 101 Guest Lecture 9/9/2019  
*Taught 40 students the basics of psychopharmacology*
26. LDS Church Youth Summer Camp at Badger Creek Camp 8/7/2019  
*Spoke to 20 adolescent females about mental health*
27. LDS Church Youth Summer Camp at Island Park Camp 7/23/2019  
*Spoke to 15 adolescents about mental health*
28. Local Church Resilience Talk (Osgood ID Congregation) 7/7/2019  
*Spoke to 25 youth & parents about mental health & resilience*
29. LDS Church Summer Youth Conference at Utah State University 6/14/2019  
*Taught 200 youth & church leaders about resilience & mental health*
30. EIRMC Physician Education Conference 5/10/2019  
*Updated hospital medical staff on current treatment  
Recommendations for pediatric mental health*
31. STEAM Night at Sunnyside Elementary School 2/28/2019  
*Taught youth about mental health, careers, and resilience*
32. LDS Faith Based Presentation (Ammon ID Congregation) 2/27/2019  
*Taught about resilience and mental health*
33. EIRMC Internal Medicine Residency Lecture 2/26/2019  
*Taught 8 IM Residents about psychosis*
34. Northwest Nazarene University Social Work Masters Program 2/23/2019  
*Taught students about child abuse, how to interview and treat*
35. Meeting with Idaho Falls City Council member Jim Francis 2/7/2019  
*Discussed how to build resilience in Middle School Students*
36. Idaho Falls High School National Honor Society Keynote Speaker 1/28/2019  
*Discussed with the inductees how to maintain mental health*

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|---|----------------------|
| 37. Rigby High School Suicide Prevention Meeting  | 1/22/2019            |
| <i>Discussed suicide prevention with parents and school counselors</i>                            |                      |
| 38. Hillcrest High School Suicide Prevention Meeting  | 12/15/2018           |
| <i>Discussed suicide prevention with students and teachers</i>                                    |                      |
| 39. Idaho State University Mental Wellness Lecture  | 11/2/2018            |
| <i>Discussed Mental health, anxiety, depression with students and teachers</i>                    |                      |
| 40. LDS Faith Based Suicide Prevention Presentation   | 10/28/18             |
| <i>Discussed suicide prevention with teenagers and their parents</i>                              |                      |
| 41. LDS Faith Based Presentation (Shelley ID Congregation)  | 9/30/2018            |
| <i>Discussed suicide prevention with teenagers</i>  |                      |
| 42. LDS Faith Based Presentation (Idaho Falls ID Congregation)                                    | 9/30/2018            |
| <i>Discussed suicide prevention with adults</i>   |                      |
| 43. LDS Faith Based Presentation (Ammon ID Congregation)  | 9/30/2018            |
| <i>Discussed suicide prevention with adults and teenagers</i>                                     |                      |
| 44. Idaho Society of Health System Pharmacists Annual Conference                                  | 9/29/2018            |
| <i>Presented on Suicide Prevention for Clinical Pharmacists</i>                                   |                      |
| 45. Ultimate Show For Women in Idaho Falls  | 9/21/2018            |
| <i>Discussed Suicide prevention as it pertains to women in the region</i>                         |                      |
| 46. LDS Faith Based Presentation for Young Women  | 9/19/2018            |
| <i>Discussed anxiety, depression, suicide, and resilience</i>                                     |                      |
| 47. Idaho Suicide Prevention Conference Panelist  | 8/3/2018             |
| <i>Discussed "Ethical considerations for survivors or suicide from a faith based perspective"</i> |                      |
| 48. LDS Faith Based Presentation  | 7/29/2018            |
| <i>Discussed with 200 church members mental health &amp; suicide</i>                              |                      |
| 49. UNSOM Medical Student Lectures for MS2s   | 2014,'15,'16,'17,'18 |
| <i>Adolescent Drug Use, ADHD</i>  |                      |
| 50. Community Mental Health Conference  | 5/11/2018            |
| <i>Presented in Pocatello on adolescent mental illness and suicide</i>                            |                      |
| 51. Community Wellness Conference in Rexburg ID   | 5/5/2018             |
| <i>Mental Illness: Choices other than "Buck Up:" or "Medicate"</i>                                |                      |
| 52. LDS Faith Based Presentation  | 4/29/2018            |
| <i>Spoke to local congregation about suicide prevention</i>                                       |                      |
| 53. Idaho Falls Community School Safety Meeting   | 4/21/2018            |
| <i>Presented on School Safety with EMS, Police, Mayor and city council</i>                        |                      |
| 54. LDS Church Multi-Congregation Fireside  | 1/23/2018            |
| <i>Spoke to 200 parents and youth leaders about Suicide Prevention</i>                            |                      |
| 55. Suicide Prevention Action Network of Idaho Bi-Annual Conference                               | 9/15/2017            |
| <i>Spoke to 150 professionals and citizens about</i>  |                      |
| <i>"Medical Treatment to Prevent Suicide: What Works"</i>   |                      |
| 56. InTouch Community Conversation: Resilience  | 5/17/2017            |

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- Panelist on Adverse Childhood Events and suicide prevention*
57. Idaho Falls School District 91 Community Conversation 4/20/2017  
*Spoke to 85 parents about "Teen Rebellion: Is This Normal" discussing YRBS data and mental health*
  58. State of Utah Critical Issues Facing Children and Adolescents 11/3/2016  
*CME lecture to 150 professionals assessing for suicidality.*
  59. InTouch Community Conversation: Paper Tigers Documentary 10/13/2016  
*Panelist on Adverse Childhood Events and suicide prevention.*
  60. Suicide Prevention Action Network Fundraiser 6/11/2016  
*Spoke to 200 community members about suicide prevention*
  61. Idaho Region 6 Center for Mental Health symposium 5/20/2016  
*Spoke to 25 professionals about mental illness & stigma*
  62. Idaho Region 7 Department of H&W –Federation for Families 5/13/2016  
*Spoke to 45 professionals about reducing the stigma of mental illness*
  63. Madison Cares - Wellness for Women, Rexburg ID 4/30/2016  
*Spoke to 200 women about Anxiety and Stress Management*
  64. Highland High School, Pocatello ID 3/12/2016  
*Spoke to all Freshman and Sophomores about mental illness stigma, suicide prevention, depression, and resources for help.*
  65. National Alliance on Mental Illness Annual meeting, Idaho Falls ID 1/19/2016  
*Spoke on how to stamp out the Stigma of Mental Illness*
  66. EIRMC Physician Education Conference 12/4/2015  
*Spoke to 25 physicians about the massive influence pharmaceutical companies have on prescribers*
  67. Idaho Falls School District #93 Careers on Wheels, Idaho Falls ID 9/18/2015  
*Spoke to 600 Elementary students about how to become a physician*
  68. UNSOM Psychiatry Grand Rounds 4/15/2015  
*"Pharmaceutical Companies and Their Influence on Prescribers: How Bad is it?"*
  69. UNSOM Philip H. Goodman Critical Appraisal Competition 3/8/2013  
*Presentation of: The Relationship Between Level of Training and Accuracy of Violence Risk Assessment: Teo et al. 11/1/2012*
  70. UNSOM Medical Student Lecture 2/25/2013  
*Sexual Disorders*
  71. UNSOM Philip H. Goodman Critical Appraisal Competition 2/9/2012  
*Presentation of: Initial Severity and Antidepressant Benefits*
  72. UNSOM Psychiatry Grand Rounds 1/18/2012  
*"Benjamin Rush: Heroic Physician or Experimental Quack?"*
  73. Des Moines University SNMA Presentation for Minority HS Students 1/22/2007  
*"You can go to Medical school – Here's How"*
  74. BYU-Idaho Senior Seminar 3/14/2006

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*Presented on summer research on Paramyotonia Congenita*

**Poster Presentations**

- |  |           |
|--|-----------|
| 1. UNSOM Resident Research Day   | 6/06/2015 |
| <i>Obtaining Accurate Trainee Feedback About Residency Experience – ORIGINAL RESEARCH</i>  |           |
| 2. UNSOM Resident Research Day   | 3/26/2014 |
| <i>When Doctors are more Deadly than Disease: The Philadelphia Yellow Fever Epidemic of 1793</i>   |           |
| 3. UNSOM Resident Research Day   | 6/12/2013 |
| <i>Anti-NMDA Receptor Encephalitis: Case Study: The delayed diagnosis of one adolescent results in a better prognosis for a second” – Original Case Presentation</i> |           |
| 4. UNSOM Resident Research Day   | 6/13/2012 |
| <i>“Do-Not Resuscitate, Suicidality, and the Role of the Consultant” – Original Case Presentation</i>  |           |
| 5. Idaho INBRE Research Day Poster Presentation  | 8/13/2005 |
| <i>Paramyotonia Congenita: Temperature Effects on Voltage Gated Sodium Channels – Original Research Presentation</i>   |           |

**MEDIA INTERVIEWS**

- |  |            |
|--|------------|
| 1. Television Interview: Brett Forrest KSNV - Las Vegas NV             | 4/21/2022  |
| <i>Discussed teenage violence against teachers</i>                     |            |
| 2. Television Interview: Jack Schemmel KMVT News - Twin Falls ID       | 2/9/2022   |
| <i>Discussed teenage behavior regarding schools and weapons</i>        |            |
| 3. WebNews Interview: Andrea Olson East Idaho News - Idaho Falls       | 11/5/2021  |
| <i>Discussed the East Idaho Post Suicide Survey</i>                    |            |
| 4. Television Interview: Nicholas Snider KMVT News - Twin Falls ID     | 10/28/2021 |
| <i>Discussed parent and teen response to shooting at Boise Mall</i>    |            |
| 5. Television Interview: Jack Schemmel KMVT News - Twin Falls ID       | 3/31/2021  |
| <i>Discussed teenagers autonomy regarding COVID vaccine</i>            |            |
| 6. Radio Interview Neal Larson News Radio - NewsTalk 107.9             | 12/4/2020  |
| <i>Discussed COVID effects on families and adolescents</i>             |            |
| 7. Website News Interview: East Idaho News - Idaho Falls               | 6/5/2020   |
| <i>Discussed COVID coping strategies and effect on our community</i>   |            |
| 8. Television Interview: KMVT News - Twin Falls                        | 6/1/2020   |
| <i>Adolescent Mental health during race riots and COVID</i>            |            |
| 9. Television Interview: KIDK Local News 3 - Idaho Falls               | 12/5/2019  |
| <i>How to navigate holiday stress</i>                                  |            |
| 10. Newspaper Interview: The Post Register - Idaho Falls               | 10/24/2019 |
| <i>Article about the upcoming Suicide Prevention Community Meeting</i> |            |
| 11. Idaho Education News - Idaho                                       | 10/8/2019  |



MATT LARSEN DO

PAGE 9

- Interviewed about recent spike in teenage suicide*
12. Radio Interview: KID Newsradio 590 AM 92.1 FM 106.3 FM 4/30/2019  
*Discussed stress at the end of the school year*
  13. Newspaper Interview: The Post Register - Idaho Falls 12/5/2018  
*Suicide Prevention through the Holidays*
  14. Radio Interview: KID Newsradio 590 AM 92.1 FM 106.3 FM 9/14/18  
*Discussed Suicide Rates at the beginning of the school year*
  15. Newspaper Interview: The Post Register - Idaho Falls 2/12/2018  
*"Psychiatrists shortage leaves patients struggling to find help"*  
(Associated Press, re-published in US News and World Report)
  16. News Website Interview: East Idaho News 9/30/2017  
*"Middle schooler opens up about attempted suicide"*
  17. Radio Interview: La Super Caliente 103.7 - Idaho Falls 8/18/2017  
*Discussed Suicide Prevention (Interview in Spanish)*
  18. Radio Interview: KID Newsradio 590 AM 92.1 FM 106.3 FM 7/27/2017  
*Discussed Suicide Prevention with SPAN state chairwoman J. Griffin*
  19. Television Interview: KIFI Local News 8 - Idaho Falls 1/23/2017  
*Interview about suicide prevention in the region*
  20. Television Interview: KXPI, Fox 5 East Idaho 6/27/2016  
*Discussed how to decrease mental health stigma*

#### ORIGINAL RESEARCH

- |  |                    |
|--|--------------------|
| East Idaho Post Suicide Survey                                 | Oct 2021 – present |
| Obtaining Accurate Trainee Feedback About Residency Experience | 2015               |

#### PUBLICATIONS

##### Medical Publications

- |   |          |
|---|----------|
| Dahl, Nathan A. and <b>Matthew Larsen</b> . " <i>Do Not Resuscitate, attempted suicide, and the role of the consultant</i> " The New Physician January-February 2013, Volume 62, Number 2 (31-32)   | Feb 2013 |
| J. Groome, <b>Matthew F. Larsen</b> and A. Coonts. " <i>Differential effects of paramyotonia congenita mutations F1473S and F1705I on sodium channel gating.</i> " Channels, Volume 2, Issue 1, 2008 Jan/Feb (39-50)<br>( <a href="http://www.landesbioscience.com/journals/20/article/6051">http://www.landesbioscience.com/journals/20/article/6051</a> ) | Jan 2008 |

##### Non Medical Publications

- |   |           |
|---|-----------|
| Les Misérables: Children's Edition (Abridged Novel)             | Feb 2015  |
| Les Misérables: High School Edition (Abridged Novel)            | July 2015 |
| Les Misérables: Ultimate Fan Edition (Abridged Novel)           | July 2015 |
| Revolutionary Relationships: Benjamin Rush (Original Biography) | July 2015 |

MATT LARSEN DO

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PROFESSIONAL MEMBERSHIPS

Idaho Psychiatric Association	2022
American Academy of Child and Adolescent Psychiatry	2013 - Current
Suicide Prevention Action Network – (Chairman 2016-2019)	2015 - 2019
American Psychiatric Association	2013
Nevada Psychiatric Association	2006 - 2010
Student National Medical Association	2006 - 2010
American College of Physicians	2008
National Osteopathic Student Caucus	2006 - 2008
International Medicine Club	2006 - 2008
Pediatric Medicine Club	2006 - 2008
Student Osteopathic Medicine Club	2006 – 2008

LANGUAGES

English - native language  
Portuguese – I can speak with conversational proficiency  
Spanish – I can conduct a medical interview and make simple conversation

Last Revised: 9/20/2022

September 11, 2022

Mary Barinaga, MD  
Idaho WWAMI Clinical Office  
322 E. Front Street, Suite 462  
208-364-4548  
barinm@uw.edu

Idaho State Board of Education  
650 W. State Street  
Boise, ID 83702

To whom it may concern,

My name is Mary Barinaga, M.D. I am the Assistant Clinical Dean for Idaho WWAMI and the University of Washington School of Medicine. I request to renew my appointment as the representative for WWAMI on the statewide Graduate Medical Education Committee.

Sincerely,

Mary Barinaga, MD

September 9, 2022

Justin A. Glass, MD  
777 N Raymond Sst.  
Boise, ID 83704  
208-514-2500  
justinglass@fullcircleIdaho.org

Idaho State Board of Education  
650 W. State Street  
Boise, ID 83702

To whom it may concern,

My name is Justin A. Glass and I am the program director for the Full Circle Health – Family Medicine Residency of Idaho in Boise. I request to renew my appointment as the representative for this residency on the statewide Graduate Medical Education Committee.

When needed during my absence, I request that my associate director, Abby Davids, MD be my replacement on the committee.

Sincerely,

Justin A. Glass, MD

September 9, 2022

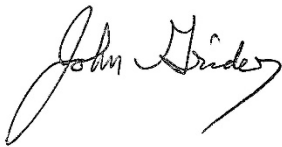
John Grider, DO, FACOI  
2860 Channing Way, #221  
Idaho Falls, ID 83404  
(208) 535 - 4000  
John.Grider@hcahealthcare.com

Idaho State Board of Education  
650 W. State Street  
Boise, ID 83702

To whom it may concern,

My name is John Grider, and I am the Program Director for the Eastern Idaho Regional Medical Center Internal Medicine Residency. I request to renew my appointment as the representative for this residency on the statewide Graduate Medical Education Committee.

Sincerely,

A handwritten signature in black ink that reads "John Grider". The signature is written in a cursive style with a large, looping "J" and a stylized "G".

John Grider, DO, FACOI



UNIVERSITY of WASHINGTON

## Boise Internal Medicine Residency

BOISE VAMC • SAINT ALPHONSUS • ST. LUKE'S

### RESIDENCY LEADERSHIP

Melissa (Moe) Hagman, MD, FACP  
*Program Director*

Michael Krug, MD, FACP  
*Associate Program Director*

Andrea S. Christopher, MD, MPH,  
FACP  
*Associate Program Director*

### RESIDENCY ADMINISTRATION

Tanya Conger  
*Assistant Director*

Janet Baxter  
*Program Administrator*

September 20, 2022

Idaho State Board of Education  
650 W. State Street  
Boise, ID 83702

To Whom It May Concern,

My name is Melissa (Moe) Hagman, and I am the Program Director for the University of Washington Boise Internal Medicine Residency. I request to renew my appointment as the representative for this residency on the statewide Graduate Medical Education Committee.

Respectfully,

A handwritten signature in black ink, appearing to read "Melissa Hagman, MD".

Melissa (Moe) Hagman, MD  
208-695-9827  
Melissa.Hagman2@va.gov

September 9, 2022

Susie Pouliot Keller  
P.O. Box 2668  
208-344-7888 office; 208-401-8737 cell  
susie@idmed.org

Idaho State Board of Education  
650 W. State Street  
Boise, ID 83702

To whom it may concern,

My name is Susie Pouliot Keller, and I am the CEO for the Idaho Medical Association (IMA). I request to renew my appointment as the representative for the IMA on the statewide Graduate Medical Education Committee.

Sincerely,

Susie Pouliot Keller



Open doors. Open minds. Open hearts.

September 15, 2022

Samantha Portenier, M. D  
Program Director  
Full Circle Health FMRI/Caldwell  
315 E Elm St #200  
Caldwell, Idaho 83605

Idaho State Board of Education  
650 W. State Street  
Boise, ID 83702  
Samantha.portenier@fullcircleIdaho.org

To: Whom it may Concern,

My name is Samantha Portenier, MD and I am the Program Director for the Full Circle Health Family Medicine Residency of Idaho - Caldwell. I request to renew my appointment as the representative for this residency on the statewide Graduate Medical Education Committee.

Sincerely,

Samantha Portenier, M. D



September 8, 2022

Kimberly Stutzman, MD  
9850 St. Luke's Way  
Nampa, ID 83687  
208-340-0685  
kimstutzman@fullcircleidaho.org

Idaho State Board of Education  
650 W. State Street  
Boise, ID 83702

To whom it may concern,

My name is Kim Stutzman and I am the Program Director for the Full Circle Health Family Medicine Residency of Idaho - Nampa. I request to renew my appointment as the representative for this residency on the statewide Graduate Medical Education Committee.

Sincerely,

Kim Stutzman, MD

September 19, 2022

William M. Woodhouse, MD, FAAFP  
Room 301, Beckley Nursing Building #66  
Pocatello, ID 83201  
Phone: Office: (208) 282-2978; DFM Admin: Phone: (208) 282-4508, Fax: (208) 282-4818  
E-mail: [billwoodhouse@isu.edu](mailto:billwoodhouse@isu.edu)

Idaho State Board of Education  
650 W. State Street  
Boise, ID 83702

To whom it may concern,

My name is William Woodhouse. I am a Clinical Professor in the Department of Family Medicine at Idaho State University where I serve as Associate Dean for Graduate Medical Education and Professional Relations. I request to renew my appointment as the representative for the Idaho State University Family Medicine Residency on the statewide Graduate Medical Education Committee.

Sincerely,

William M. Woodhouse

**CONSENT  
OCTOBER 19, 2022**

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**SUBJECT**

Idaho Indian Education Committee Appointments

**REFERENCE**

June 20, 2019	The Board approved the appointment of Dr. Leslie Webb, Mr. Jaime Barajas-Zepeda, and Ms. Effie Hernandez.
February 13, 2020	The Board approved the appointment of Mr. Jesse LaSarte.
April 16, 2020	The Board approved the appointment of Dr. Rex Force.
August 26, 2020	The Board approved the appointment of Dr. Mary Jane Miles.
April 2021	The Board approved reappointments for Mr. Sobotta, Dr. Force, Ms. James, Dr. Meyer, and Mr. LaSarte.
June 2021	The Board approved the reappointment of Ms. Tina Strong.
August 2021	The Board approved the appointment of Ms. Shirley Allman.
October 2021	The Board approved the appointment of Dr. Eric Scott.
February 2022	The Board approved the appointment of Dr. Jean McGivney-Burelle, Dr. Kassie Silvas, and Ms. Desi Moses.
April 2022	The Board approved reappointments for Ms. Hernandez, Dr. Bisbee, and Mr. Edmo.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies and Procedures, Section I.P.

**BACKGROUND/DISCUSSION**

The Idaho Indian Education Committee serves as an advisory committee to the State Board of Education (Board) and the State Department of Education (Department) on educational issues and how they impact Idaho's American Indian student population. The committee also serves as a link between Idaho's American Indian tribes. Pursuant to Board Policy I.P., the Idaho Indian Education Committee consists of 19 members appointed by the Board. Each member serves a term of five years. Appointments to vacant positions during a previous incumbent's term are filled for the remainder of the open term. The membership consists of:

- One representative from each of the eight public postsecondary institutions
  - Nominations are submitted from the institution president
- One representative from each of the five tribal chairs or their designee
- One representative from each of the five tribal education departments
- One representative from each of the two Bureau of Indian Education schools
  - Representatives must be a school board member, administrator, or designee
- One representative from the State Board of Education

**CONSENT  
OCTOBER 19, 2022**

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All members are voting members.

Members serve six year terms and may be reappointed at the end of each term. Terms run from July 1 of the appointing year to June 30 of the year they expire.

**IMPACT**

The proposed appointments will replace the Coeur d'Alene Tribe, Kootenai Tribe of Idaho, and Boise State University representatives on the committee.

**ATTACHMENTS**

Attachment 1 – Current Committee Membership  
Attachment 2 – Coeur d'Alene Tribe Nomination  
Attachment 3 – Boise State University Nomination

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Mr. Jesse LaSarte is the Family Engagement Specialist for the Coeur d'Alene Tribe, Tribal Education Department. Mr. LaSarte will be completing a term vacated by Ms. Desi Moses, which is scheduled to expire on June 30, 2026. A letter of nomination is provided by Chairman Chief J. Allan.

Mr. Gary Aitken is no longer the tribal chair for the Kootenai Tribe of Idaho. Ms. Jennifer Porter is the current tribal chair and will replace Mr. Aitken and serve as the tribal chair representative on the committee. If approved, Ms. Porter will serve a new five-year term effective immediately and conclude on June 30, 2027.

Dr. Tim Thornes is currently the interim chair and professor for the Department of Linguistics. He presently is serving as the Tribal Liaison for Boise State University. Dr. Thornes will replace Dr. Eric Scott who is no longer with the university and will serve as Boise State University's representative on the committee. If approved, the term for Dr. Thornes will be effective October 19, 2022 and run through June 30, 2027. A letter of nomination is provided by President Marlene Tromp.

These nominations were shared with the Idaho Indian Education Committee at their September 9, 2022 meeting and recommends approval of the appointments.

Board staff recommends approval.

**BOARD ACTION**

I move to appoint Mr. Jesse LaSarte, representing the Coeur d'Alene Tribe to the Idaho Indian Education Committee effective October 19, 2022 and expiring June 30, 2026.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**CONSENT**  
**OCTOBER 19, 2022**

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I move to appoint Ms. Jennifer Porter, representing the Kootenai Tribe of Idaho to the Idaho Indian Education Committee effective October 19, 2022 and expiring June 30, 2027.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

I move to appoint Dr. Tim Thornes, representing Boise State University to the Idaho Indian Education Committee effective October 19, 2022 and expiring June 30, 2027.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**STATE BOARD OF EDUCATION  
Idaho Indian Education Committee**

**Tribal Chair or Designee**

**Shirley J. Allman** - Nez Perce Tribal Executive committee representative and serves as the Tribal Chairperson's designee. Term: August 18, 2021 – June 30, 2023.

**Jennifer Porter** is the Tribal Chairperson for the Kootenai Tribe of Idaho and serves as their Tribal Chair representative. Term: October 19, 2022 – June 30, 2027. **Pending Board approval.**

**Ladd Edmo** is the Tribal Secretary of the Fort Hall Business Council and serves as their Tribal Chairperson representative. Term: July 1, 2022 - June 30, 2027.

**Dr. Chris Meyer** is the Director of Education for the Coeur d'Alene Tribal Education Department and serves as the Tribal Chairperson's designee for the Coeur d'Alene Tribe. Term: July 1, 2021 – June 30, 2026.

**Pending Recommendation** - Tribal Chairperson's designee for the Shoshone-Paiute Tribes. Term: July 1, 2018 – June 30, 2023.

**Tribal Education Department Representative**

**Jessica James** is the Tribal Youth Education Program Manager for the Shoshone-Bannock Tribes and serves as their Tribal Education Department representative. Term: July 1, 2021 – June 30, 2026.

**Joyce McFarland** is the Education Manager for the Nez Perce Tribe and serves as their Tribal Education Department representative. Term: July 1, 2018 – June 30, 2023.

**Jesse LaSarte** is the Family Engagement Specialist for the Coeur d'Alene Tribe and serves as their Tribal Education Department representative. Term: October 20, 2022 – June 30, 2026. **Pending Board approval.**

**Pending Recommendation** – Tribal Education Department representative for the Shoshone-Paiute Tribes.

**Pending Recommendation** – Tribal Education Department representative for the Kootenai Tribe.

**Bureau of Indian Education Representatives**

**Hank McArthur** is the Bureau of Indian Education school representative. Term: July 1, 2018 – June 30, 2023.

**Tina Strong** is the Bureau of Indian Education school representative. Term: July 1, 2021 – June 30, 2026.

**State Board of Education Representative**

**Dr. Linda Clark** is the State Board of Education member of the Indian Education Committee.

**Institutions of Higher Education Representatives**

**Jaime Barajas-Zepeda** is the Assistant Director of Admissions and Recruitment at the College of Western Idaho. Term: immediately - June 30, 2024.

**Dr. Yolanda Bisbee** is the Chief Diversity Officer and Executive Director of Tribal Relations at the University of Idaho. Term: July 1, 2012 – June 30, 2027.

**Effie Hernandez** is the Multicultural Coordinator at College of Eastern Idaho. Term: July 1, 2012 – June 30, 2027.

**Dr. Jean McGivney-Burelle** is the Dean of the College of Education at Idaho State University. Term: February 17, 2022 – June 30, 2026.

**Jason Ostrowski** is the Dean of Students at the College of Southern Idaho. Term: July 1, 2018 - June 30, 2023.

**Dr. Tim Thornes** – Interim chair, Department of Linguistics at Boise State University. Term: October 19, 2022 – June 30, 2027. **Pending Board approval.**

**Dr. Kassie Silvas** is the Interim Provost/Student Services at North Idaho College. Term: February 17, 2022 – June 30, 2027.

**Bob Sobotta, Jr.** is the Director for Native American, Minority, and Veteran's Services at Lewis-Clark State College. Term: July 1, 2021 – June 30, 2026.



**COEUR D'ALENE TRIBE**

CHIEF J. ALLAN CHAIRMAN

P.O. BOX 408

PLUMMER, IDAHO 83851

(208) 686-5803 • Fax (208) 686-8813

email: [chairman@cdatribe-nsn.gov](mailto:chairman@cdatribe-nsn.gov)

August 25, 2022

Patty Sanchez  
Academic Affairs Program Manager Readiness  
Office of the State Board of Education  
PO Box 83720  
Boise, ID 83720-0037

RE: Idaho Indian Education Committee Nominations

Dear Ms. Sanchez,

Please accept this letter as the nomination for the Coeur d'Alene Tribe for Jesse Lasarte to replace Desi Moses to serve as representative on the Idaho Indian Education Committee. On behalf of the Coeur d'Alene Tribe, thank you very much for all the good work the Committee and the Board of Education do to improve educational opportunities for Idaho students.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chief J. Allan", with a stylized flourish at the end.

Chief J. Allan,  
Chairman





**BOISE STATE UNIVERSITY**  
**OFFICE OF THE PRESIDENT**

August 31, 2022

Ms. Patty Sanchez  
Idaho State Board of Education  
Indian Education Committee  
650 West State Street #307  
Boise, ID 83720-0037

Dear Ms. Sanchez,

Please accept this letter of support recommending Dr. Tim Thornes for the Idaho Indian Education Committee. Dr. Thornes presently serves as the Tribal Liaison for Boise State University, a position that is highly relevant to the work of your committee.

Dr. Thornes has over two decades of experience developing relationships and working with Native American communities in the region as a consultant to teachers and students alike, in heritage language support and reclamation projects. His work with area Tribes includes connecting them to professional development and other higher education programs, as well as assisting in developing language curricula at both primary and secondary levels.

His doctoral dissertation, *A Northern Paiute Grammar with Texts*, and ongoing research on Northern Paiute and related languages, is shaped through collaboration with Tribal communities. He is committed to serving area Tribes in restoring the central place of language and culture as part of a vibrant cultural identity. He views language and cultural reclamation as bellwethers of community health and well-being.

We, at Boise State, are committed to furthering that critical work and appreciate the opportunity to support these and other endeavors with Dr. Thornes serving in this key role.

Sincerely,



Dr. Marlene Tromp

President

cc: Matt Freeman, Executive Director of the Idaho State Board of Education

**CONSENT**  
**OCTOBER 19, 2022**

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**SUBJECT**

Data Management Council Appointments

**REFERENCE**

February 2020	The Board appointed Marcia Grabow to the Data Management Council.
April 2020	The Board reappointed Matthew Rauch, Georgia Smith, and Dianna Renz to the Data Management Council. The Board appointed Chris Bragg to the Data Management Council.
August 2020	The Board appointed Leslie Odom and Kevin Whitman to the Data Management Council. The Board approved the first reading of Board Policy I.O., shifting one position from the Department of Education to the Office of the State Board of Education to align with the move of the ISEE data system and adding one at-large member.
October 2020	The Board approved the second reading of Board Policy I.O., shifting one position from the Department of Education to the Office of the State Board of Education to align with the move of the ISEE data system and adding one at-large member.
February 2021	The Board reappointed Chris Campbell and Todd King to the Data Management Council.
April 2021	The Board reappointed Cathleen McHugh, Grace Anderson, Tami Haft, Scott Thomson, and Heather Luchte to the Data Management Council. The Board appointed Spencer Barzee to the Data Management Council.
October 2021	The Board appointed Thomas Sharpe to the Data Management Council.
December 2021	The Board appointed Kevin Chandler to the Data Management Council.
June 2022	The Board reappointed Thomas Sharpe, Matthew Rauch, and Georgia Smith to the Data Management Council. The Board appointed Ayaka Nukui to the Data Management Council.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

The Data Management Council (Council) was established by the Board pursuant to Board policy I.O. to make recommendations to the Board on the oversight and development of Idaho's Statewide Longitudinal Data System (SLDS) and to oversee the creation, maintenance and usage of said system. Section 33-133,

**CONSENT**  
**OCTOBER 19, 2022**

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Idaho Code, defines the state “data system” to include the state’s elementary, secondary, and postsecondary longitudinal data. The SLDS consists of three areas of data and is referred to as EASI (the Education Analytics System of Idaho). EASI is a P-20W system consisting of P-12, postsecondary, and workforce data. The P-12 data is commonly referred to as the Idaho System for Educational Excellence (ISEE), the postsecondary data is referred to as the Postsecondary Measures of Academic Progress (PMAP), and the labor data (managed by the Department of Labor) is referred to as the Idaho Labor Market Information (ILMI).

There are 13 seats on the Council representing the following constituencies:

- a. Two representatives from the Office of the State Board of Education;
- b. Three representatives from public postsecondary institutions, of whom at least one shall be from a community college and no more than one member from any one institution;
- c. One representative who serves as the registrar at an Idaho public postsecondary institution, which may be from the same institution represented above;
- d. One representative from the State Department of Education;
- e. Three representatives from a school district, with at least one from an urban district and one from a rural district, and no more than one member from any one district;
- f. One representative from the Division of Career Technical Education;
- g. One representative from the Department of Labor;
- h. One at-large member.

Appointments are made for two year terms and commence on July 1<sup>st</sup>. Incumbent candidates can be reappointed as long as they are eligible to serve based on the Council’s current membership structure.

One public postsecondary institution seat is currently vacant. Applications for this vacancy were sought. Only one application was received. The applicant (Dr. Lindsey Brown) serves as the Registrar at the University of Idaho. Currently, the Registrar seat is filled by Tami Haft from North Idaho College. Ms. Haft has served on the Council since its inception and, in the past, has expressed her desire to retire from the Council if another Registrar was interested in the position. The Council asked Dr. Brown if she would be interested in serving as the Registrar representative and she consented. Ms. Haft has consented to remaining on the Council until her replacement has been appointed. The public postsecondary institution seat will remain vacant.

**IMPACT**

Appointment of Dr. Brown will result in all seats on the Data Management Council being filled except for one public postsecondary institution seat.

**ATTACHMENTS**

Attachment 1 – Current Data Management Council Membership

**CONSENT**  
**OCTOBER 19, 2022**

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Attachment 2 – Statement of interest from Dr. Lindsey Brown

Attachment 3 – Resume of Dr. Lindsey Brown

Attachment 4 – Resignation of Tami Haft

**STAFF COMMENTS AND RECOMMENDATIONS**

The Data Management Council considered the Dr. Brown's application during a meeting in September and voted to recommend her to the Board for appointment.

Staff recommends approval.

**BOARD ACTION**

I move to approve the appointment of Dr. Lindsey Brown to the Data Management Council as the Registrar representative commencing immediately and ending June 30, 2023.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_



# Data Management Council Membership

September 2022

## Office of the Idaho State Board of Education

### Dr. Cathleen McHugh

Chief Research Officer  
Idaho State Board of Education  
Member since 2018  
Term: July 1, 2021 – June 30, 2023

### Chris Campbell

Chief Technology Officer  
Idaho State Board of Education  
Member since 2015  
Term: February 17, 2021 – June 30, 2023

## Public Postsecondary Institutions

### Four Year Institution

#### Dr. Grace Anderson

Director of Institutional Research  
Lewis-Clark State College  
Member since 2019  
Term: July 1, 2021 – June 30, 2023

**VACANT POSITION**

### Community College

#### Thomas Sharpe

Senior Research Analyst  
College of Southern Idaho  
Member since 2021  
Term: October 21, 2021 – June 30, 2024

### Public Postsecondary Institution Registrar

#### Tami Haft

Registrar/Director of Admissions – Enrollment Services  
North Idaho College  
Member since 2011  
Term: July 1, 2021 – June 30, 2023

## State Department of Education

### Ayaka Nukui

Director of Accountability  
State Department of Education  
Member since 2022  
Term: June 14, 2022 – June 30, 2024

## K-12 School Districts

### At-Large School District

#### **Dr. Spencer Barzee**

Superintendent  
West Side School District  
Member since 2021  
Term: April 21, 2021 – June 30, 2023

### Rural District

#### **Scott Thomson**

Executive Director  
North Idaho STEM Charter Academy  
Member since 2019  
Term: July 1, 2021 – June 30, 2023

### Urban District

#### **Matthew Rauch**

Database Manager  
Kuna School District  
Member since 2015  
Term: July 1, 2020 – June 30, 2024

## Division of Career Technical Education

#### **Heather Luchte**

Director, Performance Management  
Division of Career Technical Education  
Member since 2014  
Term: July 1, 2021 – June 30, 2023

## Department of Labor

#### **Georgia Smith**

Deputy Director of Communications, Research and Determination Services  
Idaho Department of Labor  
Member since 2014  
Term: July 1, 2020 – June 30, 2024

## At-Large Representative

#### **Todd King**

Education Data Systems Reporting Manager  
Idaho State Board of Education  
Member since 2013  
Term: February 17, 2021 – June 30, 2023



**OFFICE OF THE REGISTRAR**  
875 Perimeter Drive MS 4260  
Moscow ID 83844-4260  
208-885-6731  
208-885-9061 [FAX]  
registrar@uidaho.edu  
uidaho.edu/registrar

September 6, 2022

Cathleen McHugh  
Data Management Council  
650 West State Street, 3<sup>rd</sup> Floor  
Boise, ID 83702

Dear Data Management Council,

I would like to express my interest in becoming a member of the Idaho State Board of Education Data Management Council. I have also attached my qualifications as outlined in my resume.

The Office of the Registrar works very closely with the Office of Institutional Research to ensure that campus data needs are met and we are complying with the Educational Analytics System (EASI) data standards. As someone who is familiar with data, data security, and reporting requirements, I feel it is important to have representation on the council from the University of Idaho.

Plaese let me know if you have any further questions.

Sincerely,

Lindsey Brown  
University Registrar

# Lindsey Brown

<b>Education</b>	2007 - 2017	Indiana State University	Terre Haute, IN
	<b>Doctor of Philosophy in Educational Administration</b>		
	<ul style="list-style-type: none"> <li>• Emphasis in Higher Education Leadership</li> </ul>		
	2002 - 2004	Montana State University	Bozeman, MT
	<b>Master of Education in Adult and Higher Education</b>		
<b>Professional experience</b>	<ul style="list-style-type: none"> <li>• Emphasis in Student Affairs</li> </ul>		
	1998 - 2001	Pacific Lutheran University	Tacoma, WA
	<b>Bachelor of Arts in Computer Science</b>		
	1996 - 1998	Pierce Community College	Lakewood, WA
	<b>Associate of Arts and Sciences</b>		
<b>Professional experience</b>	2019 – Current	University of Idaho	Moscow, ID
	<b>University Registrar</b>		
	<ul style="list-style-type: none"> <li>• Supervising staff to ensure effective communication of goals, objectives and departmental priorities and to ensure effective delivery of services and programs</li> <li>• Managing Banner effectively; working effectively with other groups on campus to implement state-of-the-art systems</li> <li>• Overseeing timely and accurate reporting of student enrollment information (registration reports, census enrollment reports end-of-semester reports, etc.)</li> <li>• Reviewing office policies and procedures on a continuous basis to ensure efficiency and to ensure that resources are being applied appropriately</li> <li>• Maintaining communication with faculty and staff concerning academic regulations and the interpretations and discussing with faculty on a regular basis issues that arise in the applications of these policies</li> <li>• Applying analytical, interpretive, and constructive thinking to various types of situations as they arise and taking appropriate action in a timely manner to resolve conflicts or problems</li> <li>• Reviewing and revising procedures and policies as needed to remain in compliance with all applicable regulations; ensuring that manuals are prepared and updated to document policies and procedure</li> </ul>		
	2013 – 2019	Central Washington University	Ellensburg, WA
	<b>Registrar</b>		
	<ul style="list-style-type: none"> <li>• Plan organize, direct, and lead the administrative and operational activities of the Registrar's Office.</li> <li>• Responsible for organizational planning, policy recommendations and implementation of procedures for student records, registration, graduation, and athletic certification.</li> <li>• Develop and implement administrative policies, procedures, and technology to facilitate the timely, accurate, efficient and innovative provision of services, while also serving as the data custodian of the student information system.</li> <li>• Educate faculty, staff and students on FERPA.</li> <li>• Oversee the maintenance the academic calendar and campus academic scheduling needs through the 25Live scheduling program.</li> <li>• Oversee residency determinations for tuition purposes.</li> <li>• Successful implementation of College Scheduler, 25Live SAAS, and Curriculumlog.</li> <li>• Collaborate with Athletics and the Faculty Athletic Representative on NCAA guidelines to ensure compliance.</li> <li>• Advise on academic policy review.</li> <li>• Plan, organize, and oversee the Commencement ceremony.</li> <li>• Oversee transfer articulation, catalog creation, academic records, academic scheduling, degree checkout, registration, petitions, and residency.</li> </ul>		



2012 – Current Northwest Commission on Colleges and Universities Varies

**Peer Evaluator**

- Served on various evaluation teams to include mid-cycle reviews and year seven reviews.
- Analyzed the institution's adherence to NWCCU accreditation standards.
- Identified institution's strengths and made recommendations regarding NWCCU eligibility requirements, standards, and policies.

2010 – 2013 Montana State University - Northern Havre, MT

**Dean of Students/Registrar**

- Provide oversight and strategic direction for various student services offices including: financial aid, admissions, veteran/disability services, career center, advising, housing, dining, student activities, student health.
- Serve as chief student affairs officer.
- Serve as Title IX coordinator.
- Successfully implemented Hobsons CRM and Food Service Solutions POS.
- Plan organize, direct, and lead the administrative and operational activities of the Registrar's Office.
- Develop and implement administrative policies, procedures, and technology to facilitate the timely, accurate, efficient and innovative provision of services, while also serving as custodian of the student information system.
- Responsible for organizational planning, policy recommendations and implementation of procedures for student records, registration, graduation, and athletic certification.
- Maintain the integrity and confidentiality of academic records.
- Educate faculty, staff and students on FERPA.
- Schedule academic courses and classrooms.
- Serve as the Banner Student security administrator.
- Advise on academic policy review.
- Collaborate with Athletics and the Faculty Athletic Representative on NAIA guidelines for athlete compliance certification.
- Supervise and collaborate on all aspects of Institutional Research.

2005 – 2010 Southern Utah University Cedar City, UT

**Registrar**

- Plan organize, direct, and lead the administrative and operational activities of the Registrar's Office.
- Develop and implement administrative policies, procedures, and technology to facilitate the timely, accurate, efficient and innovative provision of services, while also serving as custodian of the student information system.
- Responsible for organizational planning, policy recommendations and implementation of procedures for student records, registration, graduation, veteran's benefits and athletic certification.
- Maintain the integrity and confidentiality of academic records.
- Educate faculty, staff and students on FERPA.
- Schedule academic courses and classrooms.
- Serve as the Banner Student security administrator.
- Supervise the production of the annual Veteran's Day Observance program.
- Oversee the maintenance the academic calendar and campus academic scheduling needs through the Ad Astra scheduling program.
- Advise on academic policy review.
- Collaborate with Athletics and the Faculty Athletic Representative on NCAA guidelines to ensure compliance.
- Educate faculty and staff on the use of various reporting systems: Argos, Crystal Reports, Ad Astra.

2007 – 2010                      Southern Utah University                      Cedar City, UT

**Adjunct Instructor – First Year Seminar**

- Provide instruction for one-hour freshman seminar course that introduces students to various topics and University resources such as: academic advising, campus personnel and services, diversity, opportunities for social involvement, and responsibility.
- Provide leadership to student mentors.

2002 – 2005                      Montana State University                      Bozeman, MT

**Program Specialist for Banner and User Support**

- Supervised all Banner application and enrollment functions, conversions, and all user accounts for the Registrar and Enrollment Services Offices.
- Coordinated a wide variety of administration, testing, and training functions for the different Banner modules and offices.
- Conducted a variety of research and data analysis projects both for the office and a wide variety of administrative and academic users on campus.
- Provided leadership for the department in all areas of data management and technology support systems.
- Served as a liaison for other offices on campus and assisted in special projects as needed.
- Coordinated the implementation CAPP degree audit program.

2003 – 2004                      Montana State University                      Bozeman, MT

**Retention Advisor Intern**

- Primary focus of student retention. Worked with students and academic departments to meet student retention goals.
- Provided support for at risk students to meet their educational goals.
- Contributed to planning and support of student retention activities.

2001 – 2002                      Montana State University                      Bozeman, MT

**Administrative Assistant**

- Provided a high level of customer service for students, faculty, staff, and public contacts.
- Assisted students with the readmission process, major changes, registration changes and various enrollment processing procedures.

2001 – 2001                      Pierce Community College                      Lakewood, WA

**Computer Lab Consultant**

- Conducted computer lab orientations for students and faculty.
- Supervised and assisted in the maintenance of main computer and disability computer labs.

1997 - 1998                      Pierce Community College                      Puyallup, WA

**Writing Center Advisor**

- Provided a comfortable and supportive environment for students in need of writing assistance.
- Assisted English as a Second Language (ESL) students in all stages of the writing process.

**Professional  
Organizations**

Idaho Association of College Registrars and Admissions Officers (IACRAO)  
Pacific Association of College Registrars and Admissions Officers (PACRAO)  
American Association of College Registrars and Admissions Officers (AACRAO)  
North American Association of Commencement Officers (NAACO)

**From:** [Tami Haft](#)  
**To:** [Cathleen McHugh](#)  
**Subject:** Resignation  
**Date:** Tuesday, September 13, 2022 2:50:05 PM

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Hi Cathleen-

Please accept this email as notice of my resignation from the DMC upon the board's approval of my successor. I am thankful for the opportunity I have been given to serve on the council since its inception.

Please let me know if there is anything you need me to do to ensure a successful transition for my successor.

Thanks

*Tami*



**Tami L. Haft**

(she/her/hers)

Dean of Enrollment Services

Phone: 208.769.7729

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College hours:

Monday – Thursday 7:30 am – 5 pm

Friday 7:30 am – 2:30 pm

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**CONSENT**  
**OCTOBER 19, 2022**

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**PROFESSIONAL STANDARDS COMMISSON**

**SUBJECT**

Appointment to the Professional Standards Commission

**REFERENCE**

April 2022	Board approved 20 appointments to the Professional Standards Commission.
June 2022	Board approved nine appointments to the Professional Standards Commission.

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1252, Idaho Code

**BACKGROUND/DISCUSSION**

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

One (1) position on the PSC is open for an appointment, effective immediately through June 30, 2025, representing classroom teachers. Stephan Lynch, an appointee to the PSC effective July 1, 2022, representing certificated classroom teachers, was promoted to a principal position for the 22-23 school year. Mr. Lynch declined the PSC appointment, as he no longer represents certificated classroom teachers. Nominations were sought from Idaho Education Association (IEA) and Northwest Professional Educators (NWPE).

**IMPACT**

Board action allows for appointment of members to the PSC, ensuring all seats on the commission are filled.

**ATTACHMENTS**

Attachment 1 – Current Professional Standards Commission Members  
Attachment 2 – Stephanie Brodwater Resume

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Attachment 3 – Kristin Burns Resume

Attachment 4 – Mary Lynn Spiker Resume

**STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to Section 33-1252(2), Idaho Code, “Except for the member from the staff of the State Department of Education, and the member from the staff of the Division of Career Technical Education, three (3) nominees for each position on the commission shall be submitted to the State Superintendent of Public Instruction, for the consideration of the State Board of Education. Any state organization of teachers whose membership is open to all certificated teachers in the state may submit nominees for positions to be held by classroom teachers; the Idaho Association of School Superintendents may submit nominees for one (1) position, the Idaho Association of Secondary School Principals may submit nominees for one (1) position; the Idaho association of elementary school principals may submit nominees for one (1) position; the Idaho School Boards Association may submit nominees for one (1) position; the Idaho Association of Special Education Administrators may submit nominees for one (1) position; the education departments of the private colleges of the state may submit nominees for one (1) position, the community colleges and the education departments of the public institutions of higher education may submit nominees for two (2) positions, and the colleges of letters and sciences of the institutions of higher education may submit nominees for one (1) position.”

Additionally, Section 33-1252, Idaho Code, requires not less than seven (7) members be certificated classroom teachers in the public schools system and shall include at least one (1) teacher of exceptional children and at least one (1) teacher in pupil personnel services. While not required, historical practice has been to identify whether a teacher serving on the commission is an elementary or secondary school teacher to assure a balance in the representation on the Commission.

At the June 2016 Regular Board meeting, the Board requested the SDE amend its practices when requesting nominations to the PSC. The new practice would be for SDE to reach out not only to the statutorily identified stakeholder groups, but to also reach out to other education community groups to allow individuals who are not connected to the standard communications process an opportunity to apply or submit nominations for open positions. Specifically, it was discussed that there was a need for educators who work with underserved populations to have an opportunity to serve on the PSC. The Board’s Indian Education Committee expressed an interest in nominating individual educators to the Commission if notified in advance of openings.

Original appointments are made for a term of three years. Appointments to fill vacant positions are made for the remainder of the term they are filling. This process helps to limit the number of new appointments that have to be made in a single year and helps to assure some continuity of membership on the PSC.

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**BOARD ACTION**

I move to appoint Stephanie Brodwater of Post Falls School District to the Professional Standards Commission for the remainder of the term she is assuming, beginning immediately and ending June 30, 2025, representing certificated classroom teachers.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

## 2022-2023 Member Roster

**Chair, Marianne Sletteland**

Exceptional Child Teacher  
Moscow School District #281  
Term 7/1/22 – 6/30/25

Tate Castleton, Elementary Principal  
Homedale Joint School District #370  
Term 7/1/21 – 6/30/24

Kristi Enger, Educator Certification Director  
Idaho Career Technical Education  
Term 7/1/21 – 6/30/24

Angela Gillman, Classroom Teacher  
Idaho Falls School District #091  
Term 7/1/21 – 6/30/24

Ramona Lee, Special Education Administrator  
West Ada School District #002  
Term 7/1/20 – 6/30/23

Katie Horner, Classroom Teacher  
Murtaugh School District #418  
Term 7/1/21 – 6/30/24

Lance Harrison, School Superintendent  
Preston Joint District #201  
Term (Partial) 4/21/22 – 6/30/23

Stacey Jensen, Classroom Teachers  
Pocatello School District #025  
Term 7/1/22 – 6/30/25

MeLissa Rose, Pupil Service Staff  
Lakeland School District #272  
Term 7/1/22 – 6/30/25

**Vice Chair, Chanel Harming**

Classroom Teacher  
Lapwai School District #341  
Term (Partial) 10/20/21-6/30/23

Peter McPherson, Chief Deputy Superintendent  
State Department of Education  
Term 7/1/21 – 6/30/24

Jamee Nixon, College of Letters and Sciences  
Northwest Nazarene University  
Term 7/1/22 – 6/30/25

Karen Pyron, School Board Member  
Butte County School District #111  
Term 7/1/21 – 6/30/24

Lori Sanchez, Private Teacher Education  
Northwest Nazarene University  
Term 7/1/21 – 6/30/24

Emma Wood, Public Teacher Education  
Idaho State University  
Term 7/1/20 – 6/30/23

Amy McBride, Secondary Principals  
Twin Falls School District #411  
Term 7/1/22 – 6/30/25

Vanessa Anthony-Stevens, Public Teacher Education  
University of Idaho  
Term 7/1/22 – 6/30/25

## STEPHANIE BRODWATER

### RELATED EXPERIENCE

#### **Post Falls School District**

#### **Elementary Classroom Teacher**

**August 2016-present**

- Develop student lessons, activities and schedules to meet student goals
- Implement teaching methods to maintain classroom management in small and large group settings
- Instruct students individually and in groups, using various teaching methods such as lectures, discussions, and demonstrations.
- Work collaboratively with colleagues and administration to develop and carry out grade level programming

#### **Boys and Girls Club of Kootenai County**

#### **Summer STEM teacher**

**June**

**2018-August 2018**

- Pioneered a new summer STEM program for elementary aged club members
- Met grant goals for changing student opinion of STEM education
- Collaborated with another teacher and Club staff to organize, initiate and carry out STEM program and lessons

#### **Substitute Teacher PreK-5**

**November**

**2013-June 2016**

- Collaborated with teachers and staff to write, adjust, customize and carry out lesson plans
- Worked one-on-one to support special needs students in the classroom

#### **West Ridge Elementary**

#### **PTO Treasurer and Classroom Volunteer**

**November**

**2011-June 2016**

- Coordinated and directed the financial planning, budgeting, procurement, and investment activities of the parent/teacher organization.
- Provided direction and assistance to other organizational units regarding accounting and budgeting policies and procedures and efficient control and utilization of financial resources.
- Administered reading assessments and tracked data for individual students
- Mentored students in building reading fluency and confidence

#### **Coeur d'Alene School District**

#### **Substitute Teacher PreK-8**

**May**

**2001-June 2003**

- Instructed special needs students in academic subjects, using a variety of techniques, such as phonetics, multisensory learning, or repetition to reinforce learning and meet students' varying needs.



- Met with parents or guardians to discuss their children's progress, advise them on using community resources, or teach skills for dealing with students' impairments.
- Prepared objectives, outlines, or other materials for courses of study following curriculum guidelines or school or state requirements.

**OTHER EXPERIENCE**

**Trader Tots**

**Owner/Manager**

**September 2010-**

**September 2017**

- Maintained and updated filing, inventory, mailing, and database systems.
- Communicated with customers, employees, and other individuals to answer questions, disseminate or explain information, take orders, and address complaints.
- Inventory and order materials, supplies, and services.
- Perform sales floor work, such as assisting customers, stocking shelves, or taking inventory.

**EDUCATION**

**University of Idaho**

Bachelor of Science Degree in Elementary Education

**University of the People**

Master of Advanced Teaching Degree – anticipated October 2022

# Kristin A. Burns

## OBJECTIVE

To serve on the Professional Standards Commission to contribute to the improvement of education in the state of Idaho and building excellence in all teachers that will impact student achievement.

## EDUCATION

*Bachelors of Science in  
Elementary Education 2005*  
Lewis-Clark State College  
Lewiston, ID  
Graduated with Honors-  
Cum Laude

## EXPERIENCE

*5<sup>th</sup> Grade Teacher (Intermediate),  
Heyburn Elementary, 2019-Present*  
Planned, prepared, taught, and evaluated lessons for students

*2<sup>nd</sup> Grade Teacher (Primary),  
Heyburn Elementary, 2010-2019*  
Planned, prepared, taught, and evaluated lessons for students

*1<sup>st</sup> Grade Teacher (Primary),  
Heyburn Elementary, 2007-2010*  
Planned, prepared, taught, and evaluated lessons for students

*Kindergarten Teacher (Primary),  
Heyburn Elementary, 2007-2010*  
Planned, prepared, taught, and evaluated lessons for students

*Kindergarten / Middle School Teacher,  
UpRiver Elementary 2006*  
Planned, prepared, taught, and evaluated lessons for students

## KEY SKILLS

Communication  
Problem Solving  
Conflict Resolution  
Critical thinking  
Organization  
Teamwork  
Time management  
Technological skills  
Patience

## LEADERSHIP

- St. Maries Education Association Secretary 2022-Present
- Textbook Adoption Committee 2021-2022
- Heyburn School Improvement Team 2019-2020
- Standards Based Assessment Committee 2016-2017
- Response to Intervention Building Coordinator 2012-2019
- Skyward RTI Module Programmer 2012-2019
- District Professional Development Committee 2012-2016

## VOLUNTEER EXPERIENCE

- St. Maries Distinguished Young Woman Committee Volunteer 2022-Present
- Greater St. Maries Youth Soccer Association Board Member 2021-Present
- Greater St. Maries Youth Soccer Association Registrar 2015-2021
- Parent Teacher Organization (P.T.O.) Chopper Fun Run Coordinator 2014-2019
- St. Joe River Marathon Committee Member-Youth Fun Run Coordinator 2012-2013

## REFERENCES

Kathy Davis, Retired Teacher, Past St. Maries Education Association President,  
Former Professional Standards Commission Member  
St. Maries, ID (208) 582-0187

Bridgit Arkoosh, Principal  
Heyburn Elementary, St. Maries School District (208) 245-2025

Jenifer Miller, Special Education Coordinator  
St. Maries Joint School District (208) 245-2579

# Mary Lynn Spiker

## Education & Credentials

WALDEN UNIVERSITY, Minneapolis, Minnesota, 55401  
Master of Science in Education Specialization: Teacher Leadership (K-12)  
2019

MONTANA STATE UNIVERSITY BILLINGS, BILLINGS, MT 59102  
Bachelor of Science in Education, 1987

IDAHO STATE UNIVERSITY, POCATELLO, ID 83209

BOISE STATE UNIVERSITY, BOISE, ID 83725

NORTHWEST NAZARENE UNIVERSITY, Nampa, ID 83686

UNIVERSITY OF ALASKA, Juneau, AK 99801

EASTERN OREGON STATE COLLEGE, LaGrande, OR 97850

CENTER GRADUATE COLLEGE, Saratoga, CA 95070

## Awards

2017 **Idaho Teacher of the Year**

2015-2016 **P.I.E.S. (Positive Influence for Educational Success) Award Recipient**

2015-2016, 2012-2013, 2010-2011, 2008-2009 **Simplot Inspirational Award Nominee**

2014-2015, 2009-2010, 2007-2008 **Simplot Inspirational Award Finalist**

2006-2007, 2004-2005 **Recognized in Who's Who Among American Teachers and Educators**

2004-2005, 2001-2002 **Wal\*Mart Teacher of the Year**

2004-2005 **The Post Register and NIE (Newspapers in Education) Teacher of the Year**

2003-2004 **Disney Hand Teacher Awards Nominee**

## References

### Brenda Miner

Administrator  
Pocatello -Chubbuck School District No. 25  
Pocatello, ID 83202

807 Washburn  
208.251.2687 (Cell)  
208.237.6050 (School)

### Lana Borgholthaus

Parent  
785 Alpine Drive  
Chubbuck, ID 83202

208.705.0116

### Jeanne Jones

Teacher, Colleague  
Pocatello, ID 83201

208.251.8213

### Linda Dunbar

Retired Administrator, Blackfoot School District No. 55  
198 Hill Ridge Avenue  
Blackfoot, ID

*"She empowers and influences beyond the classroom and school years."  
Lana Borgholthaus  
Parent*

*"Because Mary is intelligent, organized, prompt, nonthreatening and demonstrates integrity, she is the 'go to person' for teachers in her building who need advice as well as kindergarten personnel in the district who need questions answered. Parents also respond to her tireless commitment and energy as they become partners with Mary in their child's education."  
Jeanne Jones  
Pocatello-Chubbuck School District  
Colleague*

**CONSENT**  
**OCTOBER 19, 2022**

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**SUBJECT**

Emergency Provisional Certificates Recommendations

**REFERENCE**

February 2021	Board approved fifty-two (52) emergency provisional certificates for the 2020-21 school year.
April 2021	Board approved thirteen (13) emergency provisional certificates for the 2020-21 school year.
June 2021	Board reviewed six (6) emergency provisional certificates for the 2020-21 school year. Five (5) applications were approved and one (1) application was not approved.
August 2021	Board approved two (2) emergency provisional certificates for the 2021-22 school year. Board approved emergency provisional certificate Application Process.
October 2021	Board approved nineteen (19) emergency provisional certificates for the 2021-2022 school year.
December 2021	Board approved forty-nine (49) provisional certificates for the 2021-2022 school year.
February 2022	Board approved twenty-six (26) provisional certificates for the 2021-2022 school year.
April 2022	Board approved nineteen (19) provisional certificates for the 2021-2022 school year.
June 2022	Board approved six (6) provisional certificates for the 2021-2022 school year.
August 2022	Board approved <del>three</del> <u>two</u> (32) provisional certificates for the 2022-2023 school year.

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho Code § 33-1201 and 33-1203

**BACKGROUND/DISCUSSION**

Seventy-six (76) complete Emergency Provisional Certificate applications were received by the State Department of Education by August 31, 2022, including seventy-one (71) Instructional and [Occupation Specialist](#) CTE certificate applications (Attachments 1-71) and five (5) Pupil Service Staff certificate applications (Attachment 72-76) from the school districts listed below. These applications for the 2022-23 school year were reviewed by the Certification Department of the State Department of Education using the state board approved Emergency Provisional Certificate Application Process. The Emergency Provisional Certificate allows a school district or charter school to request one-year certification/endorsement in an emergency situation for a candidate who does not hold the required Idaho certificate ~~or~~ endorsement to fill a position. While the candidate is under emergency provisional certification, no financial penalties will be assessed to the hiring district.

**Instructional and CTE Applications**

**Boise School District #001**

**Applicant Name:** Killie Cheney

**Endorsement(s):** Physical Education (6-12)

**College Training:** BS

**Declared Emergency Date:** 7/11/2022

**Hire/Assignment Date:** 6/6/2022

**Summary of Recruitment Efforts:** Hired to fill a Summer School teaching position. The Summer School teaching positions were posted for several months with not enough Physical Education applicants to fill all of the positions that we needed filled. If we did not hire this applicant, we were going to have to cut the number of PE sections offered. The applicant has a BS in Physical Education and Sports Community Health but not a teaching certificate.

**Applicant Name:** Patricia Dowdy

**Endorsement(s):** Music K-12

**College Training:** BA

**Declared Emergency Date:** 8/26/2022

**Hire/Assignment Date:** 8/17/2022

**Summary of Recruitment Efforts:** There were no qualified applicants available in the hiring pool for this position. The position was advertised online and contacted the local university partners. No viable candidate presented themselves.

**Applicant Name:** Henry Molet

**Endorsement(s):** English 6-12

**College Training:** BS

**Declared Emergency Date:** 8/26/2022

**Hire/Assignment Date:** 8/17/2022

**Summary of Recruitment Efforts:** There were no qualified applicants available in the hiring pool for this position. The position was advertised online and contacted the local university partners. No viable candidate presented themselves.

**Applicant Name:** Rhiannon Terry

**Endorsement(s):** Music K-12

**College Training:** BA

**Declared Emergency Date:** 8/26/2022

**Hire/Assignment Date:** 8/17/2022

**Summary of Recruitment Efforts:** There were no qualified applicants available in the hiring pool for this position. The position was advertised online and contacted the local university partners. No viable candidate presented themselves.

**West Ada School District #002**

**Applicant Name:** Kristi Dorris

**Endorsement(s):** World Language ASL 6-12

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**College Training:** 117+

**Declared Emergency Date:** 8/22/2022

**Hire/Assignment Date:** 8/18/2022

**Summary of Recruitment Efforts:** Five total candidates applied. Two candidates were interviewed. Both candidates were not certified, but the candidate did hold a Provisional in 17-18. She is currently teaching at BSU.

**Applicant Name:** Dawn O'Connell

**Endorsement(s):** Visual Art K-12

**College Training:** BS

**Declared Emergency Date:** 8/22/2022

**Hire/Assignment Date:** 8/18/2022

**Summary of Recruitment Efforts:** 13 applicants were received, 12 called, but no one wanted part-time. Position was advertised for three months.

**St. Maries Joint School District #041**

**Applicant Name:** Lewis Jones

**Endorsement(s):** History 5-9

**College Training:** BS

**Declared Emergency Date:** 8/24/2022

**Hire/Assignment Date:** 8/24/2022

**Summary of Recruitment Efforts:** The position was advertised in local papers.

**Applicant Name:** Marissa Turner

**Endorsement(s):** American Govt 6-12, History 6-12

**College Training:** BS

**Declared Emergency Date:** 8/24/2022

**Hire/Assignment Date:** 8/24/2022

**Summary of Recruitment Efforts:** The position was advertised in local papers.

**Basin School District #072**

**Applicant Name:** Janelle Marie Kristina LaSalle

**Endorsement(s):** All Subjects K-8

**College Training:** BA

**Declared Emergency Date:** 8/16/2022

**Hire/Assignment Date:** 8/16/2022

**Summary of Recruitment Efforts:** Position was opened for several months. Current candidate has tried to apply for credential, but proving to be difficult. She is working with CSI but school needs to fill the role.

**Lake Pend Oreille School District #084**

**Applicant Name:** Ryan Allen

**Endorsement(s):** Music K-12

**College Training:** BS

**Declared Emergency Date:** 8/9/2022

**Hire/Assignment Date:** 6/15/2022

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**Summary of Recruitment Efforts:** The music position at Sagle and Southside Elementary needed two candidates. One candidate was hired at one school, leaving this candidate for the second school.

**Applicant Name:** Hannah Meehan

**Endorsement(s):** Music K-12

**College Training:** 85+

**Declared Emergency Date:** 8/9/2022

**Hire/Assignment Date:** 6/14/22

**Summary of Recruitment Efforts:** Four applicants were received, two were interviewed. Hannah was the best fit and was able to secure funding, eliminating the struggle, and considering the housing climate in Bonner County.

**Idaho Falls School District #091**

**Applicant Name:** Melissa Diaz

**Endorsement(s):** All Subjects K-8

**College Training:** AA

**Declared Emergency Date:** 7/13/2022

**Hire/Assignment Date:** 8/17/2022

**Summary of Recruitment Efforts:** 14 applicants and seven were interviewed. Due to the time of year, the applicant pool is nonexistent. School has hired everyone that is qualified.

**Applicant Name:** McKeyan Howell

**Endorsement(s):** Mathematics 6-12

**College Training:** BS

**Declared Emergency Date:** 8/10/2022

**Hire/Assignment Date:** 8/17/2022

**Summary of Recruitment Efforts:** Due to the time of year, the application pool is nonexistent. All qualified candidates have been hired.

**Butte County School District #111**

**Applicant Name:** Bryton Pancheri

**Endorsement(s):** All Subjects K-8

**College Training:** AA

**Declared Emergency Date:** 7/11/2022

**Hire/Assignment Date:** 8/1/2022

**Summary of Recruitment Efforts:** Position was posted in May and reposted in June. Initially zero applications were received. School called Bryton the middle of June to see if she would be interested in the position on an Emergency. On June 23rd, received an email from a recent graduate from BYU-I with an interior design degree, asking if the position was open. Both candidates were interviewed. Bryton has previous experience as a Para in the school. She is four semesters away from finishing her education program.



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**Caldwell School District #132**

**Applicant Name:** Lily Bowers

**Endorsement(s):** All Subjects K-8

**College Training:** 70

**Declared Emergency Date:** 8/22/2022

**Hire/Assignment Date:** 8/12/2022

**Summary of Recruitment Efforts:** The position was posted on numerous sites without any applicants. School began looking at paras. The current candidate is enrolled at WGU. She did not meet the qualifier for the Content Specialist.

**Applicant Name:** Charles Rehdorf

**Endorsement(s):** English 6-12

**College Training:** BA

**Declared Emergency Date:** 8/22/2022

**Hire/Assignment Date:** 8/1/2022

**Summary of Recruitment Efforts:** Candidate was only application for position. He was previously employed at another district teaching History under an Alt Auth. He is enrolled in the TESOL endorsement only program through C of I and would be a huge asset to the Spanish speaking students. He will be taking the English Praxis and enrolling CSI's program during the 22-23 school year.

**Middleton School District #134**

**Applicant Name:** Caden Bailey

**Endorsement(s):** All Subjects K-8

**College Training:** BS

**Declared Emergency Date:** 8/8/2022

**Hire/Assignment Date:** 8/8/2022

**Summary of Recruitment Efforts:** Posted 4/14/22 and 5/17/22 internally, SchoolSpring, Indeed and Facebook. Many of the eight applicants did not have correct certification or did not want part-time. School offered a qualified candidate but declined. Mr. Bailey has worked for the school district as a sub, has classroom experience and meets the qualifications of his application.

**Vallivue School District #139**

**Applicant Name:** Ryan Anderson

**Endorsement(s):** Math 6-12

**College Training:** 49

**Declared Emergency Date:** 8/9/2022

**Hire/Assignment Date:** 8/10/2022

**Summary of Recruitment Efforts:** Positions have been posted since May without being filled. Our particular math position has been unsuccessful at finding a candidate. Upon interviewing and realizing the students would not be able to receive high school credit but rather than an elective from the candidate's alternate program. The current candidate will be continuing his path towards math certification.

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**Applicant Name:** Mario Betancourt  
**Endorsement(s):** PE 6-12, Health 6-12  
**College Training:** BA  
**Declared Emergency Date:** 8/9/2022  
**Hire/Assignment Date:** 8/9/2022  
**Summary of Recruitment Efforts:** August 1st, school was notified the current teacher would be resigning. Position was posted on August 3rd to the school's website as well as educational job websites. A candidate applied, but was a no-show for the interview. Efforts to contact the candidate were unsuccessful.

**Applicant Name:** Melinda Butkus  
**Endorsement(s):** All Subjects K-8  
**College Training:** BA  
**Declared Emergency Date:** 8/8/2022  
**Hire/Assignment Date:** 8/9/2022  
**Summary of Recruitment Efforts:** Three applicants were received. Two were student teaching and the third was a retired teacher with an expired credential.

**Applicant Name:** Alexander Hobson  
**Endorsement(s):** Social Studies 6-12  
**College Training:** 100+  
**Declared Emergency Date:** 8/9/2022  
**Hire/Assignment Date:** August 16, 2022  
**Summary of Recruitment Efforts:** The first day back was informed by the teacher they would be taking another job and fulfilling their contract. The position was posted immediately with zero applicants. The candidate had subbed and was highly recommended.

**Applicant Name:** Arielle Elizabeth Metz  
**Endorsement(s):** All Subjects K-8  
**College Training:** BS  
**Declared Emergency Date:** 8/9/2022  
**Hire/Assignment Date:** 8/12/2022  
**Summary of Recruitment Efforts:** Enrollment for six first grade teachers were 182 students, equating to 30 students per teacher. Only three applicants were left to interview, pulling from the teacher application system. Current candidate has a BS and is enrolled in Masters of Education prgorm. Arielle seemed to be the best fit.

**Applicant Name:** Shawna Staley  
**Endorsement(s):** All Subjects K-8  
**College Training:** AA  
**Declared Emergency Date:** 8/9/2022  
**Hire/Assignment Date:** 8/10/2022  
**Summary of Recruitment Efforts:** The position was opened due to a late teacher resgination. One applicant was received and was offered the position. However,

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the candidate declined the offer. The current candidate was slated to be an intern. She had built rapport with the staff and seemed like a great fit for the kids.

**Applicant Name:** Tanya Tellez

**Endorsement(s):** All Subjects K-8

**College Training:** AA

**Declared Emergency Date:** 8/9/2022

**Hire/Assignment Date:** 8/10/2022

**Summary of Recruitment Efforts:** The principal at East Canyon contacted all applicants in the applicant pool to locate interviews. Zero people were interviewed due to not interested or had found employment elsewhere. The principal reached out on social media and in emails to further locate qualified candidates to no avail.

**Cassia County School District #151**

**Applicant Name:** Joelle Anthon

**Endorsement(s):** All Subjects K-8

**College Training:** BS

**Declared Emergency Date:** 9/15/2022

**Hire/Assignment Date:** 7/22/2022

**Summary of Recruitment Efforts:** Candidate was best fit

**Applicant Name:** Marian Christensen Searle

**Endorsement(s):** All Subjects K-8

**College Training:** AA

**Declared Emergency Date:** 6/16/2022

**Hire/Assignment Date:** 6/13/2022

**Summary of Recruitment Efforts:** Has experience with 3rd grade curriculum. She also has experience working with younger students. Her personality was best suited for teaching 3rd grade. She will be a good fit with the 3rd grade team.

**Applicant Name:** Faithe Warrell

**Endorsement(s):** All Subjects K-8

**College Training:** 49

**Declared Emergency Date:** 8/18/2022

**Hire/Assignment Date:** 8/1/2022

**Summary of Recruitment Efforts:** Previously a Para Educator. Seemed to be the best fit.

**Emmett School District #221**

**Applicant Name:** Penn Peterson

**Endorsement(s):** English 6-12, All Subjects K-8

**College Training:** 68

**Declared Emergency Date:** July 12, 2022

**Hire/Assignment Date:** August 14, 2022

**Summary of Recruitment Efforts:** At the Emmett SD, the Assistance Superintendent, HR Director and Communications Officer attended virtual job fairs

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to promote position and encouraged individuals to apply. The position has been posted since May 12, 2022 with only one applicant, thus far. The job posting was also shared to colleges and job service sites to no avail.

**Wendell School District #232**

**Applicant Name:** Charmane Davis

**Endorsement(s):** All Subjects K-8

**College Training:** BS

**Declared Emergency Date:** 4/19/2022

**Hire/Assignment Date:** 4/19/2022

**Summary of Recruitment Efforts:** Done everything possible to hire folks to teach in Wendell.

**Applicant Name:** Julian Slotten

**Endorsement(s):** All Subjects K-8

**College Training:** 51

**Declared Emergency Date:** 6/21/2022

**Hire/Assignment Date:** 6/21/2022

**Summary of Recruitment Efforts:** Done everything possible to hire folks to teach in Wendell.

**Applicant Name:** Kathleen Smith

**Endorsement(s):** All Subjects K-8, Music 6-12

**College Training:** BS

**Declared Emergency Date:** 8/23/2022

**Hire/Assignment Date:** 8/23/2022

**Summary of Recruitment Efforts:** Done what we can to hire staff due to influx of students.

**Joint Hagerman School District #233**

**Applicant Name:** Emily Osterhout

**Endorsement(s):** Biological Science 6-12, Physical Science 6-12

**College Training:** 160

**Declared Emergency Date:** 6/20/2022

**Hire/Assignment Date:** 6/20/2022

**Summary of Recruitment Efforts:** Position was advertised April 5, 2022. The ad on the district website, district Facebook page, the local newspaper in Twin Falls as well as in Fairfield, and Education Jobs website. Only two applicants applied from April 5-June 15, 2022. Both were interviewed. The candidate was hired to teach science.

**Cottonwood School District #242**

**Applicant Name:** Jarret Nuxoll

**Endorsement(s):** Agricultural Science and Technology

**College Training:** AA

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**Declared Emergency Date:** 7/18/2022

**Hire/Assignment Date:** 8/22/2022

**Summary of Recruitment Efforts:** Ran newspaper ads in the Idaho County Free Press, Cottonwood Chronicle for two months (May/June). Also ran ads in the Lewiston Morning Tribune on three separate occasion (Wed/Fri/Sun), \$700 each time. There was an online version from the Tribune that could track how many people actively looked at the ad. Received zero applicants from the paper ads. Three people who inquired were not certified. All transcripts were sent to CTE and U of I.

**Jefferson School District #251**

**Applicant Name:** Sherry Curnutt

**Endorsement(s):** All Subjects K-8

**College Training:** 59

**Declared Emergency Date:** 8/10/2022

**Hire/Assignment Date:** 8/10/2022

**Summary of Recruitment Efforts:** Late posting for the position due to enrollment increases. The candidate was the only applicant who applied.

**Applicant Name:** Katie Lemire

**Endorsement(s):** All Subjects K-8

**College Training:** 94+

**Declared Emergency Date:** 8/10/2022

**Hire/Assignment Date:** 8/10/2022

**Summary of Recruitment Efforts:** Late hire due to increased enrollment at the school. Only one applicant applied.

**Kootenai School District #274**

**Applicant Name:** Amy Myers

**Endorsement(s):** All Subjects K-8

**College Training:** MA

**Declared Emergency Date:** 8/22/2022

**Hire/Assignment Date:** 8/22/2022

**Summary of Recruitment Efforts:** Two of the four applicants had credentials but were not allowed to be released from current contracts. The other two had degrees but no credentials. Amy was the strong of the two, based on interviews.

**Genessee Joint School District #282**

**Applicant Name:** Sara Meeks

**Endorsement(s):** All Subjects K-8

**College Training:** 121

**Declared Emergency Date:** 8/10/2022

**Hire/Assignment Date:** 8/19/2022

**Summary of Recruitment Efforts:** Interviewed three candidates from the three applications school received. Two teachers were hired to fill other positions within the district, third candidate had no experience and was not interested in the last

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minute position. Current candidate has a bachelor's degree and has been working within the district as a paraprofessional. She is familiar with the students, the staff and policies. District has met with the university to develop a plan for the candidate's completion of her program.

**Minidoka County School District #331**

**Applicant Name:** Sadie Foote

**Endorsement(s):** All Subjects K-8

**College Training:** 48+

**Declared Emergency Date:** 8/15/2022

**Hire/Assignment Date:** 8/1/2022

**Summary of Recruitment Efforts:** The position has been posted since May 2nd. The administrator has completed many interviews for the six positions available in the building. 14 applications were received and all qualified candidates were hired.

**Applicant Name:** Akayla Garner

**Endorsement(s):** All Subject K-8

**College Training:** BS

**Declared Emergency Date:** 8/15/2022

**Hire/Assignment Date:** 8/15/2022

**Summary of Recruitment Efforts:** The position was posted June 7th until August 15th. The administrator has completed many interviews for the six positions available in the building. 12 applications were received, two of the applicants did not meet the requirements to be considered for the position. One applicant had poor previous reviews. One applicant was hired for a different position, and two applicants were hired at other schools within the district.

**Applicant Name:** Norma Gonzalez

**Endorsement(s):** All Subjects K-8

**College Training:** AA

**Declared Emergency Date:** 8/15/2022

**Hire/Assignment Date:** 8/1/2022

**Summary of Recruitment Efforts:** The position has been posted since May 2nd. The administrator has completed many interviews for the six positions available in the building. 14 applications were received and all qualified candidates were hired.

**Applicant Name:** Jean Hale

**Endorsement(s):** All Subjects K-8

**College Training:** AA

**Declared Emergency Date:** 8/15/2022

**Hire/Assignment Date:** 8/1/2022

**Summary of Recruitment Efforts:** The position has been posted since May 2nd. The administrator has completed many interviews for the six positions available in the building. 14 applications were received and all qualified candidates were hired.

**Applicant Name:** Janelle Ortiz

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**Endorsement(s):** All Subjects K-8

**College Training:** AA

**Declared Emergency Date:** 8/15/2022

**Hire/Assignment Date:** 8/1/2022

**Summary of Recruitment Efforts:** The position has been posted since June 3rd. The administrator has completed many interviews for the four positions available in the building. Nine applications were received. Three were not qualified; one with poor reviews.

**Applicant Name:** Nancy Schut

**Endorsement(s):** All Subjects K-8

**College Training:** AA

**Declared Emergency Date:** 8/15/2022

**Hire/Assignment Date:** 8/1/2022

**Summary of Recruitment Efforts:** The position was posted June 7th until August 5th. The administrator has completed many interviews for the six positions available in the building. 12 applications were received, two of the applicants did not meet the requirements to be considered for the position one applicant had poor previous reviews, one applicant was hired for a different position, and two applicants were hired at other schools within the district.

**Applicant Name:** Kallie Jo Stanger

**Endorsement(s):** All Subjects K-8

**College Training:** 96+

**Declared Emergency Date:** 8/15/2022

**Hire/Assignment Date:** 8/15/2022

**Summary of Recruitment Efforts:** The position was posted June 7th until August 5th. The administrator has completed many interviews for the six positions available in the building. 12 applications were received, two of the applicants did not meet the requirements to be considered for the position one applicant had poor previous reviews, one applicant was hired for a different position, and two applicants were hired at other schools within the district.

**Applicant Name:** Jennifer Struchen

**Endorsement(s):** All Subjects K-8

**College Training:** 55

**Declared Emergency Date:** 8/15/2022

**Hire/Assignment Date:** 8/1/2022

**Summary of Recruitment Efforts:** The position has been posted since May 2nd. The administrator has completed many interviews for the six positions available in the building. 14 applications were received and all qualified candidates were hired.

**Applicant Name:** San Juana Valero Acosta

**Endorsement(s):** All Subjects K-8

**College Training:** 65+

**Declared Emergency Date:** 8/29/2022

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**Hire/Assignment Date:** 6/20/2022

**Summary of Recruitment Efforts:** The position has been posted since June 3rd. The administrator has completed many interviews for the four positions available in the building. Nine applications were received. Three were not qualified; one with poor reviews and all qualified applicants were hired.

**Applicant Name:** Emma Van Every

**Endorsement(s):** All Subjects K-8

**College Training:** AA

**Declared Emergency Date:** 8/29/2022

**Hire/Assignment Date:** 8/15/2022

**Summary of Recruitment Efforts:** The position was posted from August 10th to August 13th. Two applications were received and Emma was the most qualified and experienced with the school.

**Applicant Name:** Grace Van Every

**Endorsement(s):** CTE Family and Consumer Science 6-12

**College Training:** 85+

**Declared Emergency Date:** 8/15/2022

**Hire/Assignment Date:** 8/1/2022

**Summary of Recruitment Efforts:** Position was posted on May 18, 2022 to August 2, 2022. Three applicants were received and Grace was the most qualified for the position.

**Applicant Name:** Alison Weikle

**Endorsement(s):** All Subjects K-8

**College Training:** BA

**Declared Emergency Date:** 8/15/2022

**Hire/Assignment Date:** 8/15/2022

**Summary of Recruitment Efforts:** This position was posted from August 11th and closed August 14th. The previous employee for this position resigned August 8th, one week prior to the start of the teacher's contract. One application was received. Allison has a bachelor's degree and will be determining what route she will be taking to receive her certification.

**Applicant Name:** Amanda Winters

**Endorsement(s):** All Subjects K-8

**College Training:** AA

**Declared Emergency Date:** 7/18/2022

**Hire/Assignment Date:** 7/18/2022

**Summary of Recruitment Efforts:** The position has been posted since June 3rd. Nine applications were received. Three were not qualified; one with poor reviews.

**Oneida School District #351**

**Applicant Name:** Gabriel Cobabe

**Endorsement(s):** Mathematics 6-12, Computer Science 6-12



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**College Training:** BA

**Declared Emergency Date:** 8/16/2022

**Hire/Assignment Date:** 8/16/2022

**Summary of Recruitment Efforts:** With the lack of candidates, we are in need of high school teachers at brick and mortar building. To fill some of the vacancies, the use of alternate routes to help teachers with bachelors receive certifications. This teacher has been assigned an experienced teacher as a mentor.

**Applicant Name:** Ashlyn Jacobsen

**Endorsement(s):** English 6-12

**College Training:** 107+

**Declared Emergency Date:** 8/16/2022

**Hire/Assignment Date:** 8/16/2022

**Summary of Recruitment Efforts:** With the lack of candidates, we are in need of high school teachers at brick and mortar building. To fill some of the vacancies, the use of alternate routes to help teachers with bachelors receive certifications. This teacher has been assigned an experienced teacher as a mentor.

**Applicant Name:** Janessa Wilson

**Endorsement(s):** All Subjects K-8

**College Training:** BA

**Declared Emergency Date:** 8/16/2022

**Hire/Assignment Date:** 8/16/2022

**Summary of Recruitment Efforts:** With the lack of candidates, we are in need of high school teachers in the IHLA school. To fill some of the vacancies, the use of alternate routes to help teachers with bachelors receive certifications. This teacher has been assigned an experienced teacher as a mentor.

**Payette School District #371**

**Applicant Name:** Caitlyn Dover-Pearson

**Endorsement(s):** All Subjects K-8

**College Training:** 109

**Declared Emergency Date:** 8/8/2022

**Hire/Assignment Date:** 8/8/2022

**Summary of Recruitment Efforts:** The 4th grade position is open due to the loss of a long-time teacher that accepted a significant pay raise in Oregon. It was advertised throughout the Summer months via online application tool, Clear Company, putting out on multiple sites. Good faith efforts to find qualified candidates were virtually impossible as the qualified applicant pool was nonexistent.

**Applicant Name:** Courtney Hildebrand

**Endorsement(s):** All Subjects K-8

**College Training:** BS

**Declared Emergency Date:** 8/8/2022

**Hire/Assignment Date:** 8/8/2022

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**Summary of Recruitment Efforts:** The ELA position is open due to two retirements. A teacher from another building has transferred to fill one of the openings but no other qualifying applications were received. It was advertised throughout the Summer months via online application tool, Clear Company, putting out on multiple sites. Good faith efforts to find qualified candidates were virtually impossible as the qualified applicant pool was nonexistent.

**Applicant Name:** Brandi Lake

**Endorsement(s):** All Subjects K-8

**College Training:** BS

**Declared Emergency Date:** 8/8/2022

**Hire/Assignment Date:** 8/8/2022

**Summary of Recruitment Efforts:** The social studies position is due to the loss of three social studies teachers at the middle school. One teacher was promoted an admin position, another accepted a position in Oregon at significantly higher pay rates including a \$5,000 signing bonus and one teacher left the industry due to COVID exhaustion and fears. It was advertised throughout the Summer months via online application tool, Clear Company, putting out on multiple sites. Good faith efforts to find qualified candidates were virtually impossible as the qualified applicant pool was nonexistent.

**Applicant Name:** Jared Moore

**Endorsement(s):** All Subjects K-8

**College Training:** BA

**Declared Emergency Date:** 8/8/2022

**Hire/Assignment Date:** 8/8/2022

**Summary of Recruitment Efforts:** The social studies/health position is due to the loss of three social studies teachers at the middle school. One teacher was promoted an admin position, another accepted a position in Oregon at significantly higher pay rates including a \$5,000 signing bonus and one teacher left the industry due to COVID exhaustion and fears. It was advertised throughout the Summer months via online application tool, Clear Company, putting out on multiple sites. Good faith efforts to find qualified candidates were virtually impossible as the qualified applicant pool was nonexistent.

**Applicant Name:** Mardine Olsen

**Endorsement(s):** All Subjects K-8

**College Training:** AA

**Declared Emergency Date:** 8/8/2022

**Hire/Assignment Date:** 8/8/2022

**Summary of Recruitment Efforts:** Position was advertised throughout the Summer months. Good faith efforts to fill positions with qualified candidates with the necessary certifications was virtually impossible.

**Fruitland School District #373**

**Applicant Name:** Tracy Bratcher

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**Endorsement(s):** All Subjects K-8

**College Training:** 61

**Declared Emergency Date:** 8/8/2022

**Hire/Assignment Date:** 8/16/2022

**Summary of Recruitment Efforts:** The social studies position through Clear Company all throughout the Summer months. Good faith efforts to fill position with a certified candidate was virtually impossible.

**Applicant Name:** Brandi Burrup

**Endorsement(s):** ESL K-12

**College Training:** 60

**Declared Emergency Date:** 8/8/2022

**Hire/Assignment Date:** 8/15/2022

**Summary of Recruitment Efforts:** This ESL position has been advertised for approximately eight months. The district had interviewed and hired one candidate last year, but this person ended up withdrawing her acceptance due to the pay. The position was advertised on the district website, school buildings, on the Idaho Education jobs site and through district email.

**Applicant Name:** Gary Rindlisbacher

**Endorsement(s):** All Subjects K-8

**College Training:** 123

**Declared Emergency Date:** 8/29/2022

**Hire/Assignment Date:** 8/12/2022

**Summary of Recruitment Efforts:** The school district had multiple openings with very few applications. A middle school Science position had zero applicants. A teacher from another school was moved to fill the vacant Science position, but that left a vacancy at the school. Position was advertised using the online tool Clear Company.

**Applicant Name:** Tabetha Seebert

**Endorsement(s):** All Subjects K-8

**College Training:** 61

**Declared Emergency Date:** 8/8/2022

**Hire/Assignment Date:** 8/15/2022

**Summary of Recruitment Efforts:** This 4th grade teaching position was advertised on district website, in school buildings, district email and on Idaho Ed Jobs website for about five weeks. One certified application was received. However, the candidate accepted a job at another district.

**American Falls School District #381**

**Applicant Name:** Haily Crompton

**Endorsement(s):** Science Middle Level (5-9)

**College Training:** 100+

**Declared Emergency Date:** 7/25/2022

**Hire/Assignment Date:** 8/22/2022

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**Summary of Recruitment Efforts:** In early May, the current teacher left the position, prompting school to begin recruiting efforts. By mid-June, only three applicants had applied, none being certified. Ms. Crompton was the strongest of the three candidates. School delayed hiring with hopes of a certified teaching applying. Ms. Crompton was hired two weeks after initial interview.

**Buhl School District #412**

**Applicant Name:** Natasha Dixon

**Endorsement(s):** All Subjects K-8

**College Training:** AA

**Declared Emergency Date:** 8/15/2022

**Hire/Assignment Date:** 8/9/2022

**Summary of Recruitment Efforts:** Several positions were vacant at the elementary. All were filled except for 2nd grade. Advertisement started in May through several outlets, including district website. With so many area districts also looking for elementary teachers, school was unable to find a fully certified teacher.

**Filer School District #413**

**Applicant Name:** Thane Thomas

**Endorsement(s):** All Subjects K-8

**College Training:** BA

**Declared Emergency Date:** 8/9/2022

**Hire/Assignment Date:** 8/9/2022

**Summary of Recruitment Efforts:** Hollister is the rural school of 60+ students. School lost head teacher and two additional teachers. With the teacher shortage, little success in hiring the three positions. School advertised since May. Candidate approached school in July, willing to help as the head teacher. He is a retired music teacher from Alaska.

**Murtaugh School District #418**

**Applicant Name:** Kayla Harris

**Endorsement(s):** Animal Science 6-12, Ag Power Machinery 6-12

**College Training:** BS

**Declared Emergency Date:** 8/9/2022

**Hire/Assignment Date:** 8/9/2022

**Summary of Recruitment Efforts:** Current Ag teacher had an opportunity to leave, and it was a late start for the recruiting efforts. Information was put on all the forums connected to Ag teachers, including those out of state. School reached out to the State for assistance and offered a \$7500 signing bonus to a qualified applicant. Three applicants were interviewed; two were unable to accept the position due to logistical reasons.

**iSucceed Virtual High School, Inc. #466**

**Applicant Name:** Holly Mortimer

**Endorsement(s):** School Principal

**College Training:** Currently Certified

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**Declared Emergency Date:** 5/11/2022

**Hire/Assignment Date:** 7/1/2022

**Summary of Recruitment Efforts:** Job was posted both internally and externally in Spring of 2022. Position requires in person availability in Boise area as well as extensive knowledge of online instruction, management, systems/technology and leadership skills with both remote and in person staff. Board acknowledges a statewide shortage of administration but also personnel with this type of background. This candidate possessed the majority of the core elements/knowledge for the job.

**Idaho Science and Technology Charter #468**

**Applicant Name:** Jessica Olsen

**Endorsement(s):** All Subjects K-8

**College Training:** 75+

**Declared Emergency Date:** 7/18/2022

**Hire/Assignment Date:** 8/22/2022

**Summary of Recruitment Efforts:** The school posted six positions, including four elementary teachers, a counselor and English. They were posted on the school website, Indeed. When recruiting efforts failed, the school reached out to universities and recruited seven applicants. Three accepted out of state, one was not qualified, one was retired and three were offered positions.

**Applicant Name:** Mashalee Thomas

**Endorsement(s):** All Subjects K-8

**College Training:** 101+

**Declared Emergency Date:** 7/18/2022

**Hire/Assignment Date:** 8/24/2022

**Summary of Recruitment Efforts:** The school posted six positions, including four elementary teachers, a counselor and English. They were posted on the school website, Indeed. When recruiting efforts failed, the school reached out to universities and recruited seven applicants. Three accepted out of state, one was not qualified, one was retired and three were offered positions.

**Monticello Montessori #474**

**Applicant Name:** Tiffany Ford

**Endorsement(s):** All Subjects K-8

**College Training:** 79 credits

**Declared Emergency Date:** 6/9/2022

**Hire/Assignment Date:** 8/18/2022

**Summary of Recruitment Efforts:** Mrs. Ford came to MMPCS the end of last September when one of our teacher's Visa expired. She stepped in and taught through the remainder of last school year. She did an excellent job and we want to retain her. She has a multi-age class so many of her students will remain with her. For these students, it is advantageous to have her as their teacher an additional year. She working to complete her student teaching and final course work.

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**Rise Charter School #562**

**Applicant Name:** Kerena Clifton

**Endorsement(s):** All Subjects K-8

**College Training:** AA

**Declared Emergency Date:** 8/15/2022

**Hire/Assignment Date:** 8/1/2022

**Summary of Recruitment Efforts:** February 2021 the middle school math teacher resigned. Recruitments efforts were made, but 0 applicants applied. The current candidate is seeking her education degree and expressed interest in the position. At the end of the 21-22 school year, the position was re-posted with 0 applicants. The current candidate was a Para and has proved competent and has risen as a natural math teacher.

**Pupil Service Staff Certificate-School Psychologist Applications**

**Cassia County School District #151**

**Applicant Name:** Nicholas Davis

**Endorsement(s):** School Psychologist

**College Training:** BA

**Declared Emergency Date:** 7/21/22

**Hire/Assignment Date:** 7/1/2022

**Summary of Recruitment Efforts:** He was most closely aligned with the school psychologist position. None of the applicants had a credential. He seems to be the best fit.

**Jefferson County School District #251**

**Applicant Name:** Laurie Bowcutt

**Endorsement(s):** Speech-Language Pathologist

**College Training:** BS

**Declared Emergency Date:** 8/10/2022

**Hire/Assignment Date:** 8/10/2022

**Summary of Recruitment Efforts:** This position has been posted since Spring 2022 and this is the only application the school received.

**Coeur d'Alene School District #271**

**Applicant Name:** Christopher Tucker

**Endorsement(s):** School Psychologist

**College Training:** 45 earned credit hours

**Declared Emergency Date:** 3/3/2022

**Hire/Assignment Date:** 8/29/2022

**Summary of Recruitment Efforts:** School had openings for the Psychologist position all year. Two resignations started the search early for the 22-23 school year. One candidate was hired with experience and the second candidate was an intern. Out of five applicants, one was incomplete, one was currently a School

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Psychologist in another state and the others were all looking for a paid internship to complete their program.

**Post Falls School District #273**

**Applicant Name:** Emily Shryrock

**Endorsement(s):** School Psychologist

**College Training:** BS

**Declared Emergency Date:** 6/13/2022

**Hire/Assignment Date:** 8/2022

**Summary of Recruitment Efforts:** This position was open for three months and one prior throughout the 21-22 school year. Notices were placed through the school district online open position, websites, and advertisements locally. There were no applicants with current endorsements for the position and the only one was an intern interested in position.

**Idaho Science and Technology Charter #468**

**Applicant Name:** Phylcia Lee

**Endorsement(s):** School Counselor

**College Training:** BS

**Declared Emergency Date:** 7/18/2022

**Hire/Assignment Date:** 8/24/2022

**Summary of Recruitment Efforts:** The school posted six positions, including four elementary teachers, a counselor and English. They were posted on the school website, Indeed. When recruiting efforts failed, the school reached out to universities and recruited seven applicants. Three accepted out of state, one was not qualified, one was retired and three were offered positions. Candidate is currently exploring Masters programs for School Counselor.

**IMPACT**

If an emergency provisional certificate is not approved, the school district will have no certificated staff to serve in the position as required by Idaho Code §33-1201 and funding could be impacted.

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to Section 33-1201, Idaho Code, "every person who is employed to serve in any public elementary or secondary school in the capacity of teacher, supervisor, administrator, education specialist, school nurse or school librarian shall be required to have and to hold a certificate issued under the authority of the State Board of Education...." Section 33-1203, Idaho Code, prohibits the Board from authorizing standard certificates to individuals who have less than four (4) years accredited college training, except in "the limited fields of trades and industries, and specialists certificates of school librarians and school nurses." In the case of emergencies, which must be declared, "the State Board may authorize the issuance of provisional certificates based on not less than two (2) years of college training."

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Section 33-512(15), Idaho Code, defines substitute teachers as “as any individual who temporarily replaces a certificated classroom educator....” Neither Idaho Code, nor administrative rule, limits the amount of time a substitute teacher may be employed to cover a classroom. In some cases, school districts use a long-term substitute prior to requesting emergency provisional certification for the individual. The individual that the school district is requesting emergency certification for may have been in the classroom as a long-term substitute for the entire school term. Salary based apportionment is calculated based on school district employee certification. A school district or charter school receives a lesser apportionment for noncertificated/classified staff than it receives for certificated staff. Substitute teachers are calculated at the lesser-classified staff rate.

A process for approving provisional certificates was approved by the Board at the April 2019 Regular Board meeting to limit the timeline for emergency provisional certificates to come to the Board and to incentivize school districts and charter schools to request emergency provisional certification earlier in the school year rather than waiting until the end of the school year. The approved process required requests for the current school year to come to the Board at no later than the April Regular Board meeting. The process was amended at the August 2019 Regular Board meeting to provide an extension of this timeframe “subject to extenuating circumstances” such as when a local education agency loses a staff member after the January Professional Standards Commission (Commission) meeting deadline. In order to meet the April Board meeting agenda material deadline in March of each year, the certification request is required to be submitted no later than January of each year to make it through the Commission/Department process. Due to the length of time it was taking to process the requests when Commission recommendations were included in the process, the Board amended the process again at the August 2021 Regular Board meeting limiting the recommendation process to recommendations from Department certification staff or Division of Career Technical Education staff as applicable to the type of certification. The Department staff have forwarded those applications they recommend for approval for Board consideration. Emergency Provisional Certificates and Endorsements may be issued to an uncertified person with the minimum amount of training or may be issued to individuals with an existing certificate and endorsement outside of the area in which they have been hired. In the case of someone hired outside of the subject area they are endorsed to teach in, the Emergency Provision Certificate/Endorsement is for the endorsement area.

**BOARD ACTIONS**

I move to approve the request by State Department of Education for one-year emergency provisional certificates in the Instructional and CTE endorsement area(s) at the specified school districts as provided herein for the 2022-2023 school year for the following individuals: Killie Cheney, Patricia Dowdy, Henry Molet, Rhiannon Terry, Kristi Dorris, Dawn O’Connell, Lewis Jones, Marissa Turner, Janelle Marie Kristina LaSalle, Ryan Allen, Hannah Meehan, Melissa Diaz, McKeyan Howell, Bryton Pancheri, Caden Bailey, Lily Bowers, Charles Rehder,



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Ryan Anderson, Mario Betancourt, Melinda Butkus, Alexander Hobson, Arielle Elizabeth Metz, Shawna Staley, Tanya Tellez, Joelle Anthon, Marian Christensen Searle, Faithe Warrell, Penn Peterson, Charmane Davis, Julian Slotten, Kathleen Smith, Emily Osterhout, Jarret Nuxoll, Sherry Curnutt, Katie Lemire, Amy Myers, Sara Meeks, Sadie Foote, Akayla Garner, Norma Gonzalez, Jean Hale, Janelle Ortiz, Nancy Schut, Kallie Stanger, Jennifer Struchen, Gabriel Cobabe, San Juana Valero Acosta, Emma Van Every, Grace Van Every, Alison Weikle, Amanda Winters, Ashlyn Jacobsen, Janessa Wilson, Caitlyn Dover-Pearson, Courtney Hildebrand, Brandi Lake, Jared Moore, Mardine Olsen, Tracy Bratcher, Brandi Burrup, Gary Rindlisbacher, Tabetha Seebert, Haily Crompton, Natasha Dixon, Thane Thomas, Kayla Harris, Holly Mortimer, Jessica Olsen, Mashalee Thomas, Tiffany Ford, and Kerena Clifton.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

AND

I move to approve the request by State Department of Education for one-year emergency provisional certificates in the School Psychologist endorsement area at the specified school districts as provided herein for the 2022-2023 school year for the following individuals: Laurie Bowcutt, Nicholas Davis, Christopher Tucker, Emily Shryrock, and Phylicia Lee.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

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**SUBJECT**

2022 Curricular Materials Adoption

**REFERENCE**

June 2016	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for mathematics.
August 2017	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 arts and humanities, 9-12 computer applications, K-12 health and wellness, K-12 physical education, K-12 social studies, and 6-12 mathematics open educational resources.
October 2018	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 English language arts & literacy, K-6 handwriting, K-12 English learner, K-12 computer applications, K-12 computer science, and 9-12 mathematics open educational resources.
August 2019	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 science, K-12 computer applications, and K-12 computer science.
August 2020	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 science, K-12 computer applications, K-12 computer science, and career technical education.
August 2021	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 English language learner, 6-8 computer science, and driver's education.
August 2022	Board approved the recommendations made by the Curricular Materials Selection Committee of curricular materials for K-12 mathematics and K-12 English language learner

**APPLICABLE STATUTE, RULE, OR POLICY**

Idaho State Board of Education Governing Policies & Procedures, Section IV.B.9.  
Section 33-118, Idaho Code – Courses of study – Curricular materials  
Section 33-118A, Idaho Code – Curricular materials – Adoption procedures IDAPA  
08.02.03.128 – Rules Governing Thoroughness, Curricular Materials Selection  
and Online Course Approval

**BACKGROUND/DISCUSSION**

The curricular materials review and adoption process is established in Sections

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33-118 and 33-118A, Idaho Code, and is further defined in IDAPA 08.02.03.128, Rules Governing Thoroughness. Curricular materials are defined as textbooks and instructional media including software, audio/visual material, and internet based instructional material (Section 33-118A, Idaho Code). Idaho is a multiple adoption state and adopts a number of materials in a designated subject area from a variety of publishing companies.

The adoption process provides for the continuous review and evaluation of new curricular materials. This process ensures that all Idaho school districts and charter schools have quality products available to purchase at a guaranteed low contract price. This process maintains local control in the choice of instruction materials by providing multiple lists of approved materials. While school districts and charter schools can choose materials from the list of vetted and approved materials, this is not a requirement.

In accordance with IDAPA 08.02.03.128, Idaho adopts materials in the areas of reading, English, spelling, speech, journalism, languages other than English, art, drama, social studies, music, mathematics, business education, career technical education and counseling, science, health, physical education, handwriting, literature, driver education, and limited English proficiency. In addition, computer science is adopted annually and computer applications are adopted biennially.

The Curricular Materials Selection Committee (Committee), the members of which are appointed by the State Board of Education (Board) for a five (5)-year term, has the responsibility of overseeing the adoption process for the state. The Executive Secretary of this Committee is an employee of the State Department of Education (Department) and a voting member of the committee.

The Committee consists of not less than ten (10) total members from the following stakeholder groups:

- certified Idaho classroom teachers
- Idaho public school administrators
- Idaho higher education officials
- parents
- trustees
- local board of education members
- members of the Division of Career Technical Education
- State Department of Education personnel

The Committee, assisted by content specialists from throughout the state, meets for approximately one week in June to review and evaluate all materials against Idaho Content Standards and specific course requirements. The Committee votes to recommend materials to the Board, and these recommendations are forwarded to the Board for adoption. All meetings of the Committee are open to the public.

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If the Board accepts the recommendation of the Committee and adopts the materials, the Department executes contracts with the publishing companies, and the listing of newly adopted materials is published in the Department's Curricular Materials Adoption Guide. In accordance with IDAPA 08.02.03.128, a state curriculum depository is maintained at Caxton Printers, Ltd., in Caldwell, Idaho. Curriculum libraries are also maintained at seven (7) regional centers.

The 2022 curricular materials review included K-12 mathematics and K-12 English language learner. Eighty-six (86) content area specialists assisted twelve (12) Committee members in the evaluation of curricular materials and related instructional materials. Recommended curricular materials and related instructional materials are catalogued in Attachment 1.

After review of completed evaluations, it was determined that two reviews had an inaccurate recommendation classification. This was due to an inaccurate assignment of point values based on reviewer findings. All adjusted point values were reviewed and approved by the Curricular Materials Subcommittee. The two reviews were updated from a "do not recommend" classification to a "basic" classification.

**IMPACT**

The curricular review and adoption process help to ensure that all Idaho school districts and charter schools, regardless of size, can purchase quality materials at a guaranteed low price for the length of the adoption cycle while maintaining local control in the choice of instruction materials.

**ATTACHMENTS**

- Attachment 1 – Recommended curricular materials and related instructional materials
- Attachment 2 – Curricular Materials Selection Committee Roster
- Attachment 3 – Regional Center locations

**STAFF COMMENTS AND RECOMMENDATIONS**

Pursuant to Section 118A, Idaho Code, school districts and charter schools may also establish their own local curricular materials committees, these local committees may evaluate and select curriculum that is not on the Board approved list as long as the curriculum is aligned to the applicable subject area content standards.

The state curricular materials lists provides an additional resource to school districts and charter schools for selecting curricular materials. Curricular materials are approved on a rotating calendar for a period of six (6) years or following changes to the subject area content standards. With the legislature's 2022 changes to the content standards for mathematics, the new curricular materials reviewed for mathematics should be based on the new mathematics content standards. Curricular materials should also have been reviewed for English

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language arts and science.

**BOARD ACTION**

I move to approve the recommendation of the Curricular Materials Selection Committee to adopt curricular materials and related instructional materials for K-12 mathematics and K-12 English language learner, as submitted in Attachment 1.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Carried Yes \_\_\_\_\_ No \_\_\_\_\_

**2022 Curricular Materials Review**

<b>Content Area</b>	<b>Publisher</b>	<b>Title</b>	<b>Grade Level</b>	<b>Recommendation</b>
Math	Amplify	Amplify Math	6	Comprehensive
Math	Amplify	Amplify Math	7	Comprehensive
Math	Amplify	Amplify Math	8	Comprehensive
Math	Amplify	Amplify Math, Algebra I	9-12	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	K	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	1	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	2	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	3	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	4	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	5	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	6	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	7	Comprehensive
Math	Big Ideas	Big Ideas Learning Math	8	Comprehensive
Math	Big Ideas	Algebra I	9--12	Comprehensive
Math	Big Ideas	Geometry	9--12	Comprehensive
Math	Big Ideas	Algebra II	9--12	Comprehensive
Math	Carnegie Learning	Middle School Math Solutions Course 1	6	Comprehensive
Math	Carnegie Learning	Middle School Math Solutions Course 2	7	Comprehensive
Math	Carnegie Learning	Middle School Math Solutions Course 3	8	Comprehensive
Math	Carnegie Learning	High School Math Solution Integrated Math I	9-12	Comprehensive
Math	Carnegie Learning	High School Math Solution Integrated Math II	9-12	Comprehensive
Math	Carnegie Learning	High School Math Solution Integrated Math III	9-12	Comprehensive
Math	Carnegie Learning	High School Math Solution Algebra I	9-12	Comprehensive
Math	Carnegie Learning	High School Math Solution Algebra II	9-12	Comprehensive
Math	Carnegie Learning	High School Math Solution Geometry	9-12	Comprehensive

English Learner	Carnegie Learning	Fast Forward	K-8	Component
Math	Cengage	College Prep Algebra	9-12	Comprehensive
Math	Cengage	College Algebra	9-12	Comprehensive
Math	Cengage	Financial Algebra Tax Update	9-12	Comprehensive
Math	Cengage	Understanding Statistics	9-12	Comprehensive
Math	Cengage	Precalculus with Limits	9-12	Comprehensive
Math	Cengage	Precalculus with Limits: A Graphing Approach	9-12	Comprehensive
Math	Cengage	Trigonometry	9-12	Comprehensive
Math	CPM	Core Connections I	6	Comprehensive
Math	CPM	Core Connections II	7	Comprehensive
Math	CPM	Core Connections III	8	Comprehensive
Math	CPM	Core Connections Integrated I	9-12	Comprehensive
Math	CPM	Core Connections Integrated II	9-12	Comprehensive
Math	CPM	Core Connections Integrated III	9-12	Comprehensive
Math	CPM	Core Connections Algebra I	9-12	Comprehensive
Math	CPM	Core Connections Algebra II	9-12	Comprehensive
Math	CPM	Core Connections Geometry	9-12	Comprehensive
Math	CPM	Precalculus	9-12	Component
Math	CPM	Calculus	9-12	Component
Math	CPM	Statistics	9-12	Component
Math	Curriculum Associates	i-Ready Classroom Mathematics	K	Comprehensive
Math	Curriculum Associates	i-Ready Classroom Mathematics	1	Comprehensive
Math	Curriculum Associates	i-Ready Classroom Mathematics	2	Comprehensive
Math	Curriculum Associates	i-Ready Classroom Mathematics	3	Comprehensive

Math	Curriculum Associates	i-Ready Classroom Mathematics	4	Comprehensive
Math	Curriculum Associates	i-Ready Classroom Mathematics	5	Comprehensive
Math	Curriculum Associates	i-Ready Classroom Mathematics	6	Comprehensive
Math	Curriculum Associates	i-Ready Classroom Mathematics	7	Comprehensive
Math	Curriculum Associates	i-Ready Classroom Mathematics	8	Comprehensive
Math	Explore Learning	Reflex	2-5	Component
Math	Explore Learning	Reflex	6-8	Component
Math	Explore Learning	Gizmos	3-5	Component
Math	Explore Learning	Gizmos	6-8	Component
Math	Explore Learning	Gizmos	9-12	Component
Math	Explore Learning	Frax Foundations	3-5	Component
Math	Houghton Mifflin Harcourt	Math 180	5-12	Intervention
Math	Houghton Mifflin Harcourt	Into Math	K	Not Recommended
Math	Houghton Mifflin Harcourt	Into Math	1	<del>Basic</del> <del>Not Recommended</del>
Math	Houghton Mifflin Harcourt	Into Math	2	<del>Basic</del> <del>Not Recommended</del>
Math	Houghton Mifflin Harcourt	Into Math	3	Comprehensive
Math	Houghton Mifflin Harcourt	Into Math	4	Comprehensive
Math	Houghton Mifflin Harcourt	Into Math	5	Comprehensive
Math	Houghton Mifflin Harcourt	Into Math	6	Comprehensive



Math	Houghton Mifflin Harcourt	Into Math	7	Comprehensive
Math	Houghton Mifflin Harcourt	Into Math	8	Comprehensive
Math	Houghton Mifflin Harcourt	Into Algebra I	9-12	Comprehensive
Math	Houghton Mifflin Harcourt	Into Algebra II	9-12	Comprehensive
Math	Houghton Mifflin Harcourt	Into Geometry	9-12	Comprehensive
Math	Houghton Mifflin Harcourt	Functions Modeling Change	9-12	Comprehensive
Math	Houghton Mifflin Harcourt	Precalculus	9-12	Comprehensive
Math	Houghton Mifflin Harcourt	Algebra and Trigonometry	9-12	Comprehensive
Math	Houghton Mifflin Harcourt	College Algebra	9-12	Comprehensive
Math	Houghton Mifflin Harcourt	Trigonometry	9-12	Comprehensive
English Learner	Houghton Mifflin Harcourt	English 3D	4-5	Comprehensive
English Learner	Houghton Mifflin Harcourt	English 3D	6-8	Comprehensive
English Learner	Houghton Mifflin Harcourt	English 3D	9-12	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics	K	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics	1	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics	2	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics	3	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics	4	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics	5	Comprehensive

Math	Imagine Learning	Imagine Learning Illustrative Mathematics	6	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics Accelerated	6	Basic
Math	Imagine Learning	Imagine Learning Illustrative Mathematics	7	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics Accelerated	7	Basic
Math	Imagine Learning	Imagine Learning Illustrative Mathematics	8	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics Algebra I	9-12	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics Algebra II	9-12	Comprehensive
Math	Imagine Learning	Imagine Learning Illustrative Mathematics Geometry	9-12	Comprehensive
Math	MacMillan/Bedford, Freeman, & Worth	Statistics and Probability with Applications	9-12	Comprehensive
Math	McGraw Hill	Reveal Math	K	Comprehensive
Math	McGraw Hill	Reveal Math	1	Comprehensive
Math	McGraw Hill	Reveal Math	2	Comprehensive
Math	McGraw Hill	Reveal Math	3	Component
Math	McGraw Hill	Reveal Math	4	Component
Math	McGraw Hill	Reveal Math	5	Component
Math	McGraw Hill	Reveal Math	6	Comprehensive
Math	McGraw Hill	Reveal Math	7	Comprehensive
Math	McGraw Hill	Reveal Math	8	Comprehensive
Math	McGraw Hill	Reveal Math Algebra I	9-12	Comprehensive
Math	McGraw Hill	Reveal Math Algebra II	9-12	Comprehensive
Math	McGraw Hill	Reveal Math Geometry	9-12	Comprehensive
Math	McGraw Hill	Illustrative Mathematics	6	Basic
Math	McGraw Hill	Illustrative Mathematics	7	Basic
Math	McGraw Hill	Illustrative Mathematics	8	Basic
Math	McGraw Hill	Illustrative Mathematics Algebra I	9-12	Basic
<b>Math</b>	McGraw Hill	Illustrative Mathematics Algebra II	9-12	Basic
Math	McGraw Hill	Illustrative Mathematics Geometry	9-12	Basic
Math	Open Up Resources	Math	6	Comprehensive

Math	Open Up Resources	Math	7	Comprehensive
Math	Open Up Resources	Math	8	Comprehensive
Math	Open Up Resources	Algebra I	9-12	Comprehensive
Math	Open Up Resources	Algebra II	9-12	Comprehensive
Math	Open Up Resources	Geometry	9-12	Comprehensive
Math	Open Up Resources	Integrated I	9-12	Comprehensive
Math	Open Up Resources	Integrated II	9-12	Comprehensive
Math	Open Up Resources	Integrated III	9-12	Comprehensive
Math	Savvas	Investigations in Number, Data, and Space	K	Basic
Math	Savvas	Investigations in Number, Data, and Space	1	Comprehensive
Math	Savvas	Investigations in Number, Data, and Space	2	Comprehensive
Math	Savvas	Investigations in Number, Data, and Space	3	Comprehensive
Math	Savvas	Investigations in Number, Data, and Space	4	Comprehensive
Math	Savvas	Investigations in Number, Data, and Space	5	Comprehensive
Math	Savvas	enVision Mathematics	K	Comprehensive
Math	Savvas	enVision Mathematics	1	Comprehensive
Math	Savvas	enVision Mathematics	2	Comprehensive
Math	Savvas	enVision Mathematics	3	Comprehensive
Math	Savvas	enVision Mathematics	4	Comprehensive
Math	Savvas	enVision Mathematics	5	Comprehensive
Math	Savvas	enVision Mathematics	6	Comprehensive
Math	Savvas	enVision Mathematics	7	Comprehensive
Math	Savvas	enVision Mathematics Accelerated	7	Comprehensive
Math	Savvas	enVision Mathematics	8	Comprehensive
Math	Savvas	enVision Mathematics Algebra I	9-12	Comprehensive
Math	Savvas	enVision Mathematics Algebra II	9-12	Comprehensive
Math	Savvas	enVision Mathematics Geometry	9-12	Comprehensive
Math	Savvas	enVision Mathematics Integrated I	9-12	Comprehensive

Math	Savvas	enVision Mathematics Integrated II	9-12	Comprehensive
Math	Savvas	enVision Mathematics Integrated III	9-12	Comprehensive
Math	Savvas	Elementary Statistics	9-12	Comprehensive
Math	Savvas	Elementary Statistics: Picturing the World	9-12	Comprehensive
Math	Savvas	Stats in Your World	9-12	Comprehensive
Math	Savvas	Stats: Modeling the World AP Edition	9-12	Comprehensive
Math	Savvas	Trigonometry	9-12	Comprehensive
Math	Savvas	Precalculus	9-12	Comprehensive
Math	Savvas	Precalculus: Enhanced with Graphing Utilities	9-12	Comprehensive
Math	Savvas	Precalculus: Graphical, Numerical, Algebraic	9-12	Comprehensive
Math	Savvas	Calculus: Graphical, Numerical, Algebraic	9-12	Comprehensive
Math	Walch	CCSS IP: Math I	9-12	Comprehensive
Math	Walch	CCSS IP: Math II	9-12	Comprehensive
Math	Walch	CCSS IP: Math III	9-12	Comprehensive
Math	Walch	CCSS IP: Algebra I	9-12	Not Recommended
Math	Walch	CCSS IP: Algebra II	9-12	Not Recommended
Math	Walch	CCSS IP: Geometry	9-12	Not Recommended
Math	Zaner Bloser	Build Fact Fluency: A Toolkit for Addition & Subtraction	K-2	Component
Math	Zaner Bloser	Build Fact Fluency: A Toolkit for Multiplication & Division	3-5	Component

**\*LEGEND**

**COMPREHENSIVE:** A recommended program which meets the focus, coherence, depth, and rigor of the Idaho Content Standards with minimal or no need for supplemental material.

**BASIC:** A recommended program which meets the focus, coherence, depth, and rigor of the Idaho Content Standards with some need for supplemental material.

**COMPONENT:** A program designed and intended to be used to supplement a comprehensive or basic program. A component program will support and/or enhance the focus, coherence, depth, and rigor of a comprehensive or basic program.

**NOT RECOMMENDED:** A program that does not meet the focus, coherence, depth, and rigor of the Idaho Content Standards.



# Selection Committee

## Curricular Materials

### COMMITTEE LISTING

Committee Member	Stakeholder Group
Chrystal Allen	Executive Secretary, Idaho State Department of Education
Kristi Enger Term Expires: April 30, 2024	Idaho Career & Technical Education
Dana Johnson Term Expires: April 30, 2024	Idaho Higher Education Official
Taylor Raney Term Expires: April 30, 2024	Idaho Higher Education Official
M. Michelle Southwick Term Expires: February 28, 2026	Idaho Public School Administrators Madison School District #321
Kelli Schroeder Term Expires: February 28, 2026	Idaho Public School Administrators Filer School District #413
Nathan Tracy Term Expires: February 28, 2026	Parent & Idaho Public School Administrators Jerome School District #261
Laree Jansen Term Expires: September 30, 2026	Parent
Ethan Sims Term Expires May 30, 2026	Parent
Stacey Jensen Term Expires: September 30, 2026	Certified Idaho Classroom Teacher Pocatello/Chubbuck School District #25

<b>Committee Member</b>	<b>Stakeholder Group</b>
Robyn Hill Term Expires: February 28, 2026	Certified Idaho Classroom Teacher Nampa School District #131
Shannon Kelly Term Expires: February 28, 2026	Certified Idaho Classroom Teacher Payette School District #371
Lisa Olsen Term Expires: April 30, 2024	Certified Idaho Classroom Teacher Bonneville Joint School District #93
Darlene Dyer Term Expires: September 30, 2026	Certified Idaho Classroom Teacher Blaine County School District #61
Aaron McKinnon Term Expires: April 30, 2024	State Department of Education Personnel

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**For Questions Contact**

Content & Curriculum – Curricular Materials  
Idaho State Department of Education  
650 W State Street, Boise, ID 83702  
208 332 6800 | [www.sde.idaho.gov](http://www.sde.idaho.gov)



# Regional Centers

## Curricular Materials

The Regional Centers serve as public depositories for curricular materials currently under adoption in the state of Idaho. Publishing companies are required to provide samples of approved materials for public viewing.

### REGIONAL CENTER LISTING

Location	Contact
Boise State University Albertson Library 1910 University Blvd Boise, ID 83725-1430	Kelsey Keyes Reference Librarian, Liaison to College of Ed 208-426-1139 <a href="mailto:kelseykeyes@boisestate.edu">kelseykeyes@boisestate.edu</a> Deliveries Contact: Marlena Hooyboer <a href="mailto:marlenahooyboer@boisestate.edu">marlenahooyboer@boisestate.edu</a>
Brigham Young University–Idaho David O McKay Library, MCK 306 525 South Center Street (0405) Rexburg, ID 83460-0405	Holly Green 208-496-9539 <a href="mailto:greenh@byui.edu">greenh@byui.edu</a>
College of Idaho Cruzen-Murray Library 2112 Cleveland Blvd Caldwell, ID 83605	Lance McGrath 208-459-5003 <a href="mailto:lmcgrath@collegeofidaho.edu">lmcgrath@collegeofidaho.edu</a>

Location	Contact
Idaho State University Instructional Materials Center College of Education 638 E. Dunn Street Pocatello, ID 83209-8059	Dr. Shu-Yuan Lin, Ed.D. 208-282-3185 <a href="mailto:linshu@isu.edu">linshu@isu.edu</a>
Lewis Clark State College Curriculum Library 500 8th Avenue Lewiston, ID 83501	Shannon Casteel 208-792-2229 <a href="mailto:scasteel@lcsc.edu">scasteel@lcsc.edu</a>
Northwest Nazarene University John Riley Library 623 S. University Boulevard Nampa, ID 83686-5897	Carol Poe 208-467-8616 <a href="mailto:cipoe@nnu.edu">cipoe@nnu.edu</a>
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