

**CONSENT
DECEMBER 13, 2023**

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**BUSINESS AFFAIRS AND HUMAN RESOURCES
DECEMBER 13, 2023**

IDAHO STATE UNIVERSITY

SUBJECT

Revised Multi-year contract for Cody Hawkins, Head Football Coach

REFERENCE

February 2023

The Idaho State Board of Education (Board) approved and Idaho State University extended a 5 year contract to Coach Hawkins, initiating February 20th 2023 and continuing to January 21st 2028. At that time at Idaho State University Athletics a customary provision in contracts was to make all supplemental compensation contingent upon a minimum SINGLE year APR score.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Due to the fact that the transfer portal, NIL, and frequent coaching changes have made single year APR extremely volatile, that clause could be detrimental to retaining quality head coaches in a competitive environment. Idaho State is proposing a change to a minimum standard in MULTI year APR score.

Idaho State University requests Board approval of the amendment to a minimum standard involving Multi-Year APR (930) rather than the volatile Single-Year APR threshold previously utilized, as it has become extremely erratic due to factors often outside of the control of a head coach.

In addition, at this opportunity and in an effort to continue the trajectory of excellent progress in year 1 of Coach Cody Hawkins' employment, ISU proposes the 5 year contract be extended for 1 year, beginning January 1, 2024 and continuing through January 26, 2029; a salary increase to \$222,000 to be more in line with the mid-range of BSC Head Football Coaches, and a modest increase of \$5K (maximum) each to the APR and WIN TOTAL bonus structures.

IMPACT

The new contract is requested to be for five (5) years, extending from 1/1/2024 to 1/26/2029. The salary increases to \$220,000.00 with incentives as follows:

Conference Championship or Co-Championship	\$7,500
Playoff Appearance	\$7,500
APR	\$10,000 maximum

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<u>Multi-Year APR Score</u>	<u>Incentive Pay Up To:</u>
960-969	\$ 1,000.00
970-979	\$ 3,000.00
980-989	\$ 5,000.00
990-999	\$ 7,500.00
1000	\$15,000.00

Average Home Game Attendance \$10,000 maximum

<u>Average Home Attendance</u>	<u>Incentive Pay Up To:</u>
6,000 - 6,999	\$ 2,000
7,000 - 7,999	\$ 4,000
8,000 - 8,999	\$ 6,000
9,000 - 10,000	\$ 10,000

BSC Coach of the Year Recognition \$7500

Number of Wins \$15,000 maximum

<u>Wins</u>	<u>Incentive Pay Up To:</u>
7 wins	\$ 5,000.00
8 wins	\$ 6,000.00
9 wins	\$ 7,000.00
10 wins	\$ 8,000.00
11 wins	\$15,000.00
12 wins	\$20,000.00

Post-Season Playoff Wins \$15,000 maximum

<i>Play-in</i>	<i>8 Teams</i>	<i>1st Win</i>	<i>\$ 5,000.00*</i>
<i>Round 2</i>	<i>16 Teams</i>	<i>2nd Win</i>	<i>\$ 5,000.00</i>
<i>Round 3</i>	<i>8 Teams</i>	<i>3rd Win</i>	<i>\$ 5,000.00</i>
<i>Round 4</i>	<i>4 Teams</i>	<i>4th Win</i>	<i>\$ 8,000.00</i>
<i>Round 5</i>	<i>2 Teams</i>	<i>5th Win</i>	<i>\$15,000.00</i>

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 base pay in the employment agreement reflects Coach's current base salary, and is subject to annual state mandated merit increases. The proposed

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employment agreement is in substantial conformance with the Board's model contract.

When the Board approved ISU's previous employment agreement for Head Football Coach Cody Hawkins in February 2023, it was common for coaching contracts to include a provision to make all supplemental compensation contingent upon APR score based on the performance of a single year. However, since the implementation of the college player transfer portal, NIL (name, image, and likeness) deals, and frequent coaching changes, it has created a dynamic that has made the single year APR measure extremely volatile. The outcome of not amending this clause could be detrimental to ISU's collegiate athletic programs, in retaining quality head coaches in an increasingly competitive and complex environment.

Staff recommends approval for ISU's request to enter a five (5) year employment agreement with current Men's Head Football Coach Cody Hawkins, as well as the university's proposed contract modification to a minimum standard in Multi-Year APR score of 930. The employment contract is defined to begin on January 1, 2024 and continue through January 26, 2029, with a salary increase to \$222,000 with an increase of \$5,000 to both the APR and WIN TOTAL bonus structures.

BOARD ACTION

I move to approve the request by Idaho State University to enter into a five (5) employment agreement with Cody Hawkins, Head Football Coach, commencing on January 1, 2024 and terminating on January 26, 2029, at a base salary of \$222,000 and supplemental compensation provisions, as submitted.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



FOOTBALL HEAD COACH EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to 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 3.2.9 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of 5 years, commencing on January 1, 2024 and terminating, without further notice to Coach, on January 26, 2029 unless sooner terminated in accordance with other provisions of this Agreement.

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

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 \$222,000.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and Chief Executive Officer and approved by the Board;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

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

3.2.1. Each year the Team is the conference champion or co-champion, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in the amount of \$7,500 during the fiscal year in which the championship was achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

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

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

3.2.4. Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$10,000.00 for achieving an average attendance at home football games at the levels set forth below, and if coach continues to be employed as the University's head football coach as of the ensuing July 1st. Average attendance numbers shall be determined and announced by the University Ticket Office. The determination of whether Coach will receive such supplemental compensation and the

timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director.

<u>Average Home Attendance</u>	<u>Incentive Pay Up To:</u>
6,000 - 6,999	\$ 2,000
7,000 - 7,999	\$ 4,000
8,000 - 8,999	\$ 6,000
9,000 - 10,000	\$10,000

3.2.5. Each year Coach earns recognition as the Big Sky Conference Football Coach of the Year, and if Coach continues to be employed as University’s Head Football Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in the amount of \$7,500.00 during the fiscal year in which the Big Sky Conference Football Coach of the Year recognition is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6. Each year the Coach shall be eligible to receive supplemental compensation for achieving a predetermined number of regular season wins, and if Coach continues to be employed as University’s head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to the following:

Wins	Incentive Pay Up To:
7 wins	\$ 5,000.00
8 wins	\$ 6,000.00
9 wins	\$ 7,000.00
10 wins	\$ 8,000.00
11 wins	\$15,000.00
12 wins	\$20,000.00

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

3.2.7. Coach’s Assistants are eligible to receive supplemental compensation in the amount of \$2,000 per Assistant Coach for achieving a single year APR of 960 or greater.

3.2.8. Each year the men’s football team advances in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University’s Head Football Coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

Play-in	8 Teams	1st Win	\$ 5,000.00*
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Round 2	16 Teams	2nd Win	\$ 5,000.00
Round 3	8 Teams	3rd Win	\$ 5,000.00
Round 4	4 Teams	4th Win	\$ 8,000.00
Round 5	2 Teams	5th Win	\$15,000.00

*If a play-in game is needed and if it results in a win it extends the total bonus potential by \$5,000. The total possible National Championship winner computation bonus total is \$28,000.00 without a play-in game and \$38,000.00 if the run includes a play-in game.

3.2.9. **(SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University’s camps in Coach’s capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University’s (Sport) camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach’s participation in the University’s summer (Sport) camps, the University shall pay Coach any net revenues per year as supplemental compensation during each year of employment as head football coach at the University. This amount shall be paid within thirty (30) days after all camp bills have been paid.

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

3.2.10. Coach agrees that the University has the exclusive right to select footwear, apparel, and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas or another entity (hereinafter referred to as “Apparel Entity”), to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University’s reasonable request, Coach will consult with appropriate parties concerning an Apparel Entity product’s design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Apparel Entity, or give a lecture at an event sponsored in whole or in part by Apparel Entity, or make other educationally related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder Coach’s duties and obligations as head football coach. In order to avoid entering into an agreement with a competitor of Apparel Entity, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such

outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Apparel Entity, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws, policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include, but are not limited to: (a) Board policies; (b) University's policies and procedures; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the football conference of which the University is a member.

- 4.1.5. Coach is responsible for the actions of all institutional staff members who report, directly or indirectly, to Coach. Coach shall promote an atmosphere of compliance within the program and shall monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to Coach.
- 4.1.6. Coach shall be responsible for ensuring that institutional staff members as described in 4.1.5 complete the following specific compliance related activities:
- a) Attendance of Coach and Assistant Coaches at all rules education programs;
 - b) Prompt and accurate submission of compliance forms, certification forms, CARA forms, and all compliance related information prior to the arrival of a student athlete on the ISU Campus;
 - c) Thorough, honest, and forthcoming completion of compliance forms;
 - d) The prompt and complete disclosure of circumstances or facts that may impact the eligibility of a Prospective Student Athlete or which may lead to the need to request an NCAA Eligibility Waiver. The need for NCAA Eligibility Waivers based upon information which was known and not disclosed, or which should have been known, is conduct seriously prejudicial to the University and may constitute adequate cause for discipline up to and including dismissal or termination; and
 - e) The routine requesting of rules interpretations.

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

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's Chief Executive Officer for all athletically related income and benefits from sources outside the University, and shall report the source and

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

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

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

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

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

4.8 Media and Fundraising Obligations. Coach must fully participate in media and fundraising programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is

understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on any form of electronic, print, or social media, including radio or television, that conflict with those broadcast on the University's designated media outlets.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; 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 consent;
- e) Any conduct of Coach that the university determines brings Coach or the University into general public disrepute, contempt, scandal or ridicule or that would, in the University's reasonable judgment, reflect adversely on the University or its athletic programs, including a violation by Coach of any law, except minor traffic offenses;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA , by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or reasonably should have known of the violation and could have prevented it by ordinary supervision;
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement; or
- k) A failure of Coach to maintain a high level of professionalism, including a failure to exercise the proper level of conduct and decorum expected of a highly-visible university employee, which is at all times expected to create a safe and professional environment for student-athletes, subordinates, co-workers, and others who provide support and service to the staff and student athletes at Idaho State University.

5.1.2 Suspension, 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 the remaining unpaid amounts contained in the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in Section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end, and Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

5.2.3 The parties have both been represented by, or had the opportunity to consult with, legal counsel in the contract negotiations and have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach may lose certain benefits, supplemental compensation, or outside compensation relating to employment with University, which damages are extremely difficult to determine with certainty. The parties further agree that the payment of such liquidated damages by University and the acceptance thereof by Coach shall constitute adequate and reasonable compensation to Coach for the damages and injury suffered by Coach

because of such termination by University. The liquidated damages are not, and shall not be construed to be, a penalty.

5.3 Termination by Coach for Convenience.

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

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

5.3.3. If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: \$100,000 if separation occurs prior to July 1, 2028, and \$25,000 if separation occurs after July 1, 2028. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

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

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

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

6.1 Board Approval. If required under Board policy, this Agreement shall not be effective unless approved by the Board. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the Board, the Chief Executive Officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University's rules regarding financial exigency.

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

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

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

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

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

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

6.8 Force Majeure. Any prevention, delay or stoppage due to causes beyond a party's reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, whether foreseeable or not, including but not limited to: government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; strikes, lockouts, labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefor; governmental restrictions, governmental regulations, or governmental controls;

enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party, so long as such party uses its best efforts to remedy such a failure or delays if reasonable to do so for a period equal to any such prevention, delay or stoppage.

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

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

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

with a copy to: President
 Kevin Satterlee
 Idaho State University
 MS 8310
 Pocatello, ID 83209

Coach: Cody Hawkins
 Address on File with Human Resources at University

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

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

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

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

service mark, or other designation of the University (including contraction, abbreviation or simulation), except in the course and scope of official University duties.

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

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

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

University

Coach

Signature: _____

Signature: _____

Printed Name: Kevin Satterlee
Chief Executive Officer

Printed Name: Cody Hawkins

Date: _____

Date: _____



ATHLETICS MULTI-YEAR CONTRACT
[COACH NAME], FOOTBALL HEAD COACH - [SPORT]

EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

1.2. Reporting Relationship. -Coach shall report and be responsible directly to the University's Athletic Director (Director) or the Director's designee. Coach shall abide by the reasonable instructions of Director or the Director's designee and shall confer with the Director or the Director's designee on all administrative and technical matters. Coach shall also be under the general supervision of the University's ~~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 3.2.4-9 shall cease.

ARTICLE 2

2.1. Term. -This Agreement is for a fixed-term appointment of ~~[INSERT TERM OF YEARS 3 OR LESS]~~ 5 years, commencing on ~~[INSERT COMMENCEMENT DATE]~~ January 1, 2024 and terminating, without further notice to Coach, on ~~[INSERT TERMINATION DATE]~~ January 26, 2029 unless sooner terminated in accordance with other provisions of this Agreement.

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

signed by the parties. Any renewal may be subject to the prior approval of the Idaho State Board of Education (Board). This Agreement in no way grants to Coach a claim to tenure in employment, nor shall Coach's service pursuant to this Agreement count in any way toward tenure at the University.

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)~~\$222,000.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and 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 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.

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~~3.2~~ Supplemental Compensation: The potential supplemental compensation described herein shall be available to Coach and Assistant Coaches only in years when the following conditions are met: (1) ~~[INSERT CONDITIONS SUCH AS MINIMUM~~ Team Multi Year APR THRESHOLD] ~~remains above the minimum threshold of 930~~ and (2) the Team operates within the assigned and agreed upon ~~[TEAM/SPORT] budget~~ Football 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] Coach~~ head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in ~~an~~ the amount ~~equal to [INSERT AMOUNT IN WEEKS] of Coach's Annual Salary~~ \$7,500 during the fiscal year in which the ~~[TRIGGER EVENT] is~~ championship was 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 competes in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in the amount of \$7,500.00 during the fiscal year in which the playoff appearance occurred. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.~~

3.2.3. Each year Coach shall be eligible to receive supplemental compensation in an amount up to ~~[\$[INSERT USD AMOUNT]]~~ \$10,000.00 based on the academic achievement and behavior of Team members. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the ~~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.

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<u>To:</u>	<u>[TEAM/SPORT] Multi-Year APR Score:</u>	<u>Incentive Pay Up</u>
	950-959	\$ 1,000.00
	960-969	\$ 2,000.00
	970-979	\$ [USD AMOUNT] 3,000.00
	980-989	\$ [USD AMOUNT] 5,000.00
	990-999	\$ [USD AMOUNT] 7,500.00
	1000	\$ [USD AMOUNT] 15,000.00

3.2.43.2.4. Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$10,000.00 for achieving an average attendance at home football games at the levels set forth below, and if coach continues to be employed as the University’s head football coach as of the ensuing July 1st. Average attendance numbers shall be determined and announced by the University Ticket Office. The determination of whether Coach will receive such supplemental compensation and the timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director.

<u>Average Home Attendance</u>	<u>Incentive Pay Up To:</u>
6,000 - 6,999	\$ 2,000
7,000 - 7,999	\$ 4,000
8,000 - 8,999	\$ 6,000
9,000 - 10,000	\$10,000

3.2.5. Each year Coach earns recognition as the Big Sky Conference Football Coach of the Year, and if Coach continues to be employed as University’s Head Football Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in the amount of \$7,500.00 during the fiscal year in which the Big Sky Conference Football Coach of the Year recognition is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6. Each year the Coach shall be eligible to receive supplemental compensation for achieving a predetermined number of regular season wins, and if Coach continues to be employed as University’s head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to the following:

<u>Wins</u>	<u>Incentive Pay Up To:</u>
7 wins	\$ 5,000.00
8 wins	\$ 6,000.00
9 wins	\$ 7,000.00
10 wins	\$ 8,000.00
11 wins	\$15,000.00
12 wins	\$20,000.00

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

3.2.7. Coach's Assistants are eligible to receive supplemental compensation in the amount of \$2,000 per Assistant Coach for achieving a single year APR of 960 or greater.

3.2.8. Each year the men's football team advances in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University's Head Football Coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

Play-in	8 Teams	1st Win	\$ 5,000.00*
Round 2	16 Teams	2nd Win	\$ 5,000.00
Round 3	8 Teams	3rd Win	\$ 5,000.00
Round 4	4 Teams	4th Win	\$ 8,000.00
Round 5	2 Teams	5th Win	\$15,000.00

*If a play-in game is needed and if it results in a win it extends the total bonus potential by \$5,000. The total possible National Championship winner computation bonus total is \$28,000.00 without a play-in game and \$38,000.00 if the run includes a play-in game.

3.2.9. (SUMMER CAMP—OPERATED BY UNIVERSITY) Coach agrees that the University has the exclusive right to operate youth [TEAM/SPORT]football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University's camps in Coach's capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University's [TEAM/SPORT] Camps.(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 [TEAM/SPORT]summer (Sport) camps, the University shall pay Coach ~~and Coach's designees according to the~~any net proceeds generated by camps revenues per year as supplemental compensation during each year of employment as head [TEAM/SPORT]football coach at the University. This amount shall be paid ~~from within thirty (30) days after all camp accounts and a detailed accounting of all revenue and expenses provided to the Director~~bills have been paid.

3.3—Apparel Agreement-

In the event of termination of this Agreement, suspension, or reassignment, University shall not be under any obligation to permit a summer youth camp to be held by Coach after the effective date of such termination, suspension, or

reassignment, and the University shall be released from all obligations relating thereto.

3.2.10. Coach agrees that the University has the exclusive right to select footwear, apparel, and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas or another entity (hereinafter referred to as "Apparel Entity"), to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University's reasonable request, Coach will consult with appropriate parties concerning an Apparel Entity product's design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Apparel Entity, or give a lecture at an event sponsored in whole or in part by Apparel Entity, or make other educationally related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder Coach's duties and obligations as head football coach. In order to avoid entering into an agreement 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.

3.43 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;

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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, but are not limited to:~~ (a) Board policies; (b) University's policies and procedures; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the football conference of which the University is a member.

~~4.1.5.~~ Coach is responsible for the actions of all institutional staff

4.1.5. 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~~ Coach.

~~4.1.6.~~ Coach shall be responsible ~~to ensure~~ for ensuring that institutional staff

4.1.6. 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~~ PresidentChief 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

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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 any form of electronic, print, or social media, including radio or television, that conflict with those broadcast on the University's designated media outlets.

ARTICLE 5

5.1 Termination of Coach for Cause.- The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; 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 consent;
- e) Any conduct of Coach that the University determines brings Coach or the University into general public disrepute, contempt, scandal, or ridicule or that would, in the University's reasonable judgment, reflect adversely on the University or its athletic programs, including a violation by Coach of any law, except minor traffic offenses;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;
- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or reasonably should have known of the violation and could have prevented it by ordinary supervision;
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement; or

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

5.1.2 Suspension, 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~~^{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

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adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue with the University health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end, and Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

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

5.3 Termination by Coach for Convenience.

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

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

5.3.3 If Coach terminates this Agreement for convenience at any time, all obligations of the University shall cease as of the effective date of the termination. If Coach terminates this Agreement for convenience, Coach shall pay to the University, as liquidated damages and not a penalty, the following sum: [INSERT SUM]-\$100,000 if separation occurs prior to July 1, 2028, and \$25,000 if separation occurs after July 1,

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2028. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

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

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

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

ARTICLE 6

6.1 Board Approval. ~~This If required under Board policy, this~~ Agreement shall not be effective ~~until and unless~~ executed~~approved~~ by ~~both parties as set forth below the~~ Board. 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, 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.

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

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

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

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

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

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

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

the University: Director of Athletics
Pauline Thiros
Idaho State University

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Signature: _____
Printed Name: Kevin Satterlee

Signature: _____
Printed Name: ~~[GOACH NAME]~~ Cody Hawkins
~~Head Coach~~
~~[SPORT/TEAM]~~

~~Idaho State University President~~ Chief Executive Officer

Date: _____

Date: _____

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

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



FOOTBALL HEAD COACH EMPLOYMENT AGREEMENT

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

ARTICLE 1

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

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

1.3. Duties. Coach shall manage and supervise the Team and shall perform such other duties in the University's athletic program as the Director may assign and as may be described elsewhere in this Agreement. The University shall have the right, at any time, to 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 3.2.9 shall cease.

ARTICLE 2

2.1. Term. This Agreement is for a fixed-term appointment of 5 years, commencing on ~~February 20, 2023~~ January 1, 2024 and terminating, without further notice to Coach, on January ~~21, 2028~~ 26, 2029 unless sooner terminated in accordance with other provisions of this Agreement.

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

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 \$~~210222~~222,000.00 per year, payable in biweekly installments in accordance with normal University procedures, and such salary increases as may be determined appropriate by the Director and Chief Executive Officer and approved by the Board;
- b) The opportunity to receive such employee benefits as the University provides generally to non-faculty exempt employees, provided that Coach qualifies for such benefits by meeting all applicable eligibility requirements (except that in accordance with Board Policy II.H.6.b.ii, University and Coach agree that Coach shall not accrue any annual leave hours, and may take leave (other than sick leave) only with prior written approval of the Director); and
- c) The opportunity to receive such employee benefits as the University's Department of Athletics (Department) provides generally to its employees of a comparable level. Coach hereby agrees to abide by the terms and conditions, as now existing or hereafter amended, of such employee benefits.

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

- 3.2 Supplemental Compensation The potential supplemental compensation described herein shall be available to Coach and Assistant Coaches only in years when the following conditions are met: (1) Team ~~Single~~Multi Year APR ~~reaches-are~~remains above the minimum threshold of ~~945930~~ and (2) the Team operates within the assigned and agreed upon Football Budget, to include mutually agreed upon budget adjustments in writing which take place during the fiscal year.

3.2.1. Each year the Team is the conference champion or co-champion, and if Coach continues to be employed as University's head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in the amount of \$7,500 during the fiscal year in which the championship was achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

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

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

<u>Multi-Year APR Score</u>	<u>Incentive Pay Up To:</u>
950-959	\$ 1,000.00
960-969	\$ 2,000.00
970-979	\$ 3,000.00
980-989	\$ <u>5,000.00</u>
990-999	\$ 6,000 <u>7,500</u> .00
1000	\$ 10 <u>15</u> ,000.00

3.2.4. Each year Coach shall be eligible to receive supplemental compensation in an amount up to \$10,000.00 for achieving an average attendance at home football games at the levels set forth below, and if coach continues to be employed as the University's head football coach as of the ensuing July 1st. Average attendance numbers shall be determined and announced by the University Ticket Office. The determination of whether Coach will receive such supplemental compensation and the

timing of the payment(s) shall be at the discretion of the Chief Executive Officer in consultation with the Director.

<u>Average Home Attendance</u>	<u>Incentive Pay Up To:</u>
6,000 - 6,999	\$ 2,000
7,000 - 7,999	\$ 4,000
8,000 - 8,999	\$ 6,000
9,000 - 10,000	\$10,000

3.2.5. Each year Coach earns recognition as the Big Sky Conference Football Coach of the Year, and if Coach continues to be employed as University’s Head Football Coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in the amount of \$7,500.00 during the fiscal year in which the Big Sky Conference Football Coach of the Year recognition is achieved. The University shall determine the appropriate manner in which it shall pay Coach any such supplemental compensation.

3.2.6. Each year the Coach shall be eligible to receive supplemental compensation for achieving a predetermined number of regular season wins, and if Coach continues to be employed as University’s head football coach as of the ensuing July 1st, the University shall pay to Coach supplemental compensation in an amount equal to the following:

Wins	Incentive Pay Up To:
7 wins	\$ 35 ,000.00
8 wins	\$ 46 ,000.00
9 wins	\$ 57 ,000.00
10 wins	\$ 68 ,000.00
11 wins	\$ 1015 ,000.00
12 wins	\$ 1520 ,000.00

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

3.2.7. Coach’s Assistants are eligible to receive supplemental compensation in the amount of \$2,000 per Assistant Coach for achieving a single year APR of 960 or greater.

3.2.8. Each year the men’s football team advances in the NCAA Football Championship Subdivision post-season playoffs, and if Coach continues to be employed as University’s Head Football Coach as of the ensuing July 1st, the University shall pay Coach supplemental compensation in an amount equal to the terms below. The University shall determine the appropriate manner in which it shall pay Coach any supplemental compensation.

Play-in	8 Teams	1st Win	\$ 5,000.00*
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Round 2	16 Teams	2nd Win	\$ 5,000.00
Round 3	8 Teams	3rd Win	\$ 5,000.00
Round 4	4 Teams	4th Win	\$ 8,000.00
Round 5	2 Teams	5th Win	\$15,000.00

*If a play-in game is needed and if it results in a win it extends the total bonus potential by \$5,000. The total possible National Championship winner computation bonus total is \$28,000.00 without a play-in game and \$38,000.00 if the run includes a play-in game.

3.2.9. **(SUMMER CAMP—OPERATED BY UNIVERSITY)** Coach agrees that the University has the exclusive right to operate youth football camps on its campus using University facilities. The University shall allow Coach the opportunity to earn supplemental compensation by assisting with the University’s camps in Coach’s capacity as a University employee. Coach hereby agrees to assist in the marketing, supervision, and general administration of the University’s (Sport) camps. Coach also agrees that Coach will perform all obligations mutually agreed upon by the parties. In exchange for Coach’s participation in the University’s summer (Sport) camps, the University shall pay Coach any net revenues per year as supplemental compensation during each year of employment as head football coach at the University. This amount shall be paid within thirty (30) days after all camp bills have been paid.

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

3.2.10. Coach agrees that the University has the exclusive right to select footwear, apparel, and/or equipment for the use of its student-athletes and staff, including Coach, during official practices and games and during times when Coach or the Team is being filmed by motion picture or video camera or posing for photographs in their capacity as representatives of University. Coach recognizes that the University is negotiating or has entered into an agreement with Adidas or another entity (hereinafter referred to as “Apparel Entity”), to supply the University with athletic footwear, apparel and/or equipment. Coach agrees that, upon the University’s reasonable request, Coach will consult with appropriate parties concerning an Apparel Entity product’s design or performance, shall act as an instructor at a clinic sponsored in whole or in part by Apparel Entity, or give a lecture at an event sponsored in whole or in part by Apparel Entity, or make other educationally related appearances as may be reasonably requested by the University. Notwithstanding the foregoing sentence, Coach shall retain the right to decline such appearances as Coach reasonably determines to conflict with or hinder Coach’s duties and obligations as head football coach. In order to avoid entering into an agreement with a competitor of Apparel Entity, Coach shall submit all outside consulting agreements to the University for review and approval prior to execution. Coach shall also report such

outside income to the University in accordance with NCAA rules. Coach further agrees that Coach will not endorse any athletic footwear, apparel and/or equipment products, including Apparel Entity, and will not participate in any messages or promotional appearances which contain a comparative or qualitative description of athletic footwear, apparel or equipment products.

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

ARTICLE 4

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

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

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

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

4.1.4. Know, recognize, and comply with all applicable laws, policies, rules and regulations of the University, the Board, the conference, and the NCAA; supervise and take appropriate steps to ensure that Coach's assistant coaches, any other employees for whom Coach is administratively responsible, and the members of the Team know, recognize, and comply with all such laws, policies, rules and regulations; and immediately report to the Director and to the Department's Director of Compliance if Coach has reasonable cause to believe that any person or entity, including without limitation representatives of the University's athletic interests, has violated or is likely to violate any such laws, policies, rules or regulations. Coach shall cooperate fully with the University and Department at all times. The applicable laws, policies, rules, and regulations include, but are not limited to: (a) Board policies; (b) University's policies and procedures; (c) the policies of the Department; (d) NCAA rules and regulations; and (e) the rules and regulations of the football conference of which the University is a member.

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

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

- a) Attendance of Coach and Assistant Coaches at all rules education programs;
- b) Prompt and accurate submission of compliance forms, certification forms, CARA forms, and all compliance related information prior to the arrival of a student athlete on the ISU Campus;
- c) Thorough, honest, and forthcoming completion of compliance forms;
- d) The prompt and complete disclosure of circumstances or facts that may impact the eligibility of a Prospective Student Athlete or which may lead to the need to request an NCAA Eligibility Waiver. The need for NCAA Eligibility Waivers based upon information which was known and not disclosed, or which should have been known, is conduct seriously prejudicial to the University and may constitute adequate cause for discipline up to and including dismissal or termination; and
- e) The routine requesting of rules interpretations.

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

4.3 NCAA Rules. In accordance with NCAA rules, Coach shall obtain prior written approval from the University's Chief Executive Officer for all athletically related income and benefits from sources outside the University, and shall report the source and

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

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

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

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

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

4.8 Media and Fundraising Obligations. Coach must fully participate in media and fundraising programs and public appearances (Programs) through the date of the Team's last regular season or post-season competition. Agreements requiring Coach to participate in Programs related to Coach's duties as an employee of University are the property of the University. The University shall have the exclusive right to negotiate and contract with all producers of media productions and all parties desiring public appearances by Coach. Coach agrees to cooperate with the University in order for the Programs to be successful and agrees to provide Coach's services to and perform on the Programs and to cooperate in their production, broadcasting, and telecasting. It is

understood that neither Coach nor any assistant coaches shall appear without the prior written approval of the Director on any competing radio or television program (including but not limited to a coach's show, call-in show, or interview show) or a regularly scheduled news segment, except that this prohibition shall not apply to routine news media interviews for which no compensation is received. Without the prior written approval of the Director, Coach shall not appear in any commercial endorsements which are broadcast on any form of electronic, print, or social media, including radio or television, that conflict with those broadcast on the University's designated media outlets.

ARTICLE 5

5.1 Termination of Coach for Cause. The University may, in its discretion, suspend Coach from some or all of Coach's duties, temporarily or permanently, and with or without pay; 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 consent;
- e) Any conduct of Coach that the university determines brings Coach or the University into general public disrepute, contempt, scandal or ridicule or that would, in the University's reasonable judgment, reflect adversely on the University or its athletic programs, including a violation by Coach of any law, except minor traffic offenses;
- f) The failure of Coach to represent the University and its athletic programs positively in public and private forums;

- g) The failure of Coach to fully and promptly cooperate with the NCAA or the University in any investigation of possible violations of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA;
- h) The failure of Coach to report a known violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA, by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team; or
- i) A violation of any applicable law or the policies, rules or regulations of the University, the Board, the conference, or the NCAA , by one of Coach's assistant coaches, any other employees for whom Coach is administratively responsible, or a member of the Team if Coach knew or reasonably should have known of the violation and could have prevented it by ordinary supervision;
- j) The failure of Coach to disclose Serious Misconduct as required in Section 4.7 of this Agreement; or
- k) A failure of Coach to maintain a high level of professionalism, including a failure to exercise the proper level of conduct and decorum expected of a highly-visible university employee, which is at all times expected to create a safe and professional environment for student-athletes, subordinates, co-workers, and others who provide support and service to the staff and student athletes at Idaho State University.

5.1.2 Suspension, 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. In~~ 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.

5.2.2In the event that University terminates this Agreement for its own convenience, University shall be obligated to pay Coach the remaining unpaid amounts contained in the salary set forth in Section 3.1.1(a), excluding all deductions required by law, on the regular paydays of University until the term of this Agreement ends or until Coach obtains reasonably comparable employment, whichever occurs first. In the event Coach obtains other employment after such termination, then the amount of compensation the University pays will be reduced by the amount of compensation paid Coach as a result of such other employment, such adjusted compensation to be calculated for each University pay-period by reducing the gross salary set forth in Section 3.1.1(a) (before deductions required by law) by the gross compensation paid to Coach under the other employment, then subtracting from this adjusted gross compensation deductions according to law. In addition, Coach will be entitled to continue with the University ~~(College)~~ health insurance plan and group life insurance as if Coach remained a University employee until the term of this Agreement ends or until Coach obtains reasonably comparable employment or any other employment providing Coach with a reasonably comparable health plan and group life insurance, whichever occurs first. Coach shall be entitled to no other compensation or fringe benefits, except as otherwise provided herein or required by law. Coach specifically agrees to inform University within ten business days of obtaining other employment, and to advise University of all relevant terms of such employment, including without limitation the nature and location of employment, salary, other compensation, health insurance benefits, life insurance benefits, and other fringe benefits. Failure to so inform and advise University shall constitute a material breach of this Agreement and University's obligation to pay compensation under this provision shall end, and Coach further agrees to repay to University all compensation received from the University after the date other employment is obtained.

~~5.2.2. The~~3The 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 if separation occurs prior to ~~August~~July 1, ~~2025~~2028, and \$25,000 if separation occurs after ~~August~~July 1, ~~2025~~2028. The liquidated damages shall be due and payable within twenty (20) days of the effective date of the termination, and any unpaid amount shall bear simple interest at a rate of eight (8) percent per annum until paid.

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

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

5.4 Termination due to Disability or Death of Coach.

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

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

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

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

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

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

ARTICLE 6

6.1 Board Approval. If required under Board policy, this Agreement shall not be effective unless approved by the Board. In addition, the payment of any compensation pursuant to this Agreement shall be subject to the approval of the Board, the Chief Executive Officer, and the Director; the sufficiency of legislative appropriations; the receipt of sufficient funds in the account from which such compensation is paid; and the Board policies and University's rules regarding financial exigency.

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

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

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

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

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

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

6.8 Force Majeure. Any prevention, delay or stoppage due to causes beyond a party's reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, whether foreseeable or not, including but not limited to: government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; strikes, lockouts, labor disputes; acts of God; inability to obtain labor or materials or reasonable substitutes therefor; governmental restrictions, governmental regulations, or governmental controls;

enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (including financial inability), shall excuse the performance by such party, so long as such party uses its best efforts to remedy such a failure or delays if reasonable to do so for a period equal to any such prevention, delay or stoppage.

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

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

the University: Director of Athletics
 Pauline Thiros

 Idaho State University
 MS 8173
 Pocatello, ID -83209

with a copy to: President
 _____ Kevin Satterlee
 Idaho State University
 MS 8310
 Pocatello, ID -83209

Coach: Cody Hawkins

 ~~codynhawkins@gmail.com~~

Address on File with Human Resources at University

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

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

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

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

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

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

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

University

Coach

Signature: _____
Printed Name: Kevin Satterlee
Chief Executive Officer

Signature: _____
Printed Name: Cody Hawkins

Date: _____

Date: _____

IDAHO STATE UNIVERSITY

FOOTBALL APR History and National Percentile Rank

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2018-19	2019-20	2020-21	2021-22	2022-23
Single Year APR	944	925	944	901	943**
National % Rank by Sport	30-40	*	*	*	*

MULTI-YEAR APR (4-Year Rolling Average)					
Football	959	953	946	933	933**

* Percentile not available or reported by NCAA following the COVID year due to disruption or not yet reported.

** Projected

Big Sky Conference Football Head Coach Salary and Incentives Chart

Supporting Information for ISU Head Football Coach (Cody Hawkins) Contract

	INSTITUTION	BASE SALARY	INCENTIVES	TOTAL POSSIBLE COMPENSATION
1	Cal Poly	\$ 350,004.00	\$ 460,000.00	\$ 810,004.00
2	UC Davis	\$ 272,500.00	\$ 30,400.00	\$ 302,900.00
3	Eastern Washington	\$ 252,357.00	\$ 58,000.00	\$ 310,357.00
4	Northern Arizona	\$ 247,561.00	\$ 91,000.00	\$ 338,561.00
5	Sacramento State	\$ 242,004.00	\$ 389,600.00	\$ 631,604.00
6	Idaho State	\$ 222,000.00	\$ 95,500.00	\$ 317,500.00
7	Montana	\$ 221,813.00	\$ 330,000.00	\$ 551,813.00
8	Weber State	\$ 215,000.00	\$ 187,500.00	\$ 402,500.00
9	Montana State	\$ 210,437.00	\$ 367,500.00	\$ 577,937.00
10	Portland State	\$ 210,000.00	\$ 15,000.00	\$ 225,000.00
11	Northern Colorado	\$ 209,209.00	\$ 87,500.00	\$ 296,709.00
12	University of Idaho	\$ 175,011.00	\$ 203,500.00	\$ 378,500.00

	INSTITUTION	BASE SALARY
1	Cal Poly	\$ 350,004.00
2	UC Davis	\$ 272,500.00
3	Eastern Washington	\$ 252,357.00
4	Northern Arizona	\$ 247,561.00
5	Sacramento State	\$ 242,004.00
6	Idaho State	\$ 222,000.00
7	Montana	\$ 221,813.00
8	Weber State	\$ 215,000.00
9	Montana State	\$ 210,437.00
10	Portland State	\$ 210,000.00
11	Northern Colorado	\$ 209,209.00
12	University of Idaho	\$ 175,011.00

Big Sky Conference Football Head Coach Salary and Incentives Chart

Supporting Information for ISU Head Football Coach (Cody Hawkins) Contract

INSTITUTION	LIQUIDATED DAMAGES CLAUSE?	STRUCTURE OF LIQUIDATED DAMAGES
Sacramento State	NO	NA
Weber State	YES	Termination by university is set amount depending upon remaining term, ranges from \$800,000 total to \$175,000 minimum. Termination by Coach is \$100,000.
Montana State	YES	Termination for convenience by University \$250,000 or remaining contract term, whichever is less. Termination by Coach \$250,000 or remaining contract term if separation occurs in the final 12 months.
Portland State	YES	\$30,000
Northern Arizona	YES	Termination for convenience is 50% of base salary for the remainder of the contract term. Termination by Coach 50% of remaining contract, or \$50,000 one time based on reason for departure.
Idaho		
Northern Colorado	YES	Termination by Coach requires payment by Coach of up to \$300,000 on a sliding scale which decreases until contract expiration.
Eastern Washington	YES	Termination for convenience by University requires 12 months of current salary. Termination by Coach requires an amount ranging from \$50-\$100K based on years remaining.
Montana	YES	Amount equal to base salary for the time remaining on the contract.
Southern Utah	YES	Termination by Coach requires payment on a sliding scale beginning at \$100,000 and decreasing until contract expiration.
Cal Poly	NO	NA
UC Davis	YES	Termination by university is base salary for current year, then 50% of base for following year and 25% of base salary for remaining term. Termination by Coach \$150,000.
Idaho State	YES	Termination by University is remaining contract terms minus other compensation secured by Coach upon receipt of alternative employment. Termination by Coach is \$100,000 until the final year, then \$25,000.

Head Football Coach Cody Hawkins Maximum Compensation Calculation: FY 2023-2028

Contract Reference:		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	
3.1.1	Annual Salary	\$ 222,000.00	\$ 227,550.00	\$ 233,238.75	\$ 239,069.72	\$ 245,046.46	*Assumes 2.5% CEC increase annually.
3.2.1	Bonus: Regular Season Championship	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	
3.2.2	Bonus: FCS Playoff Appearance	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	
3.2.3	Bonus: Academic Achievement	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	
3.2.4	Bonus: Attendance	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
3.2.5	Bonus: Coach of the Year	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	
3.2.6	Bonus: Total Season Wins	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	
3.2.8	Bonus: FCS Playoff Wins (Natl. Championship)	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	\$ 38,000.00	
Total Maximum Annual Compensation Under Proposed Contract:		\$ 327,500.00	\$ 333,050.00	\$ 338,738.75	\$ 344,569.72	\$ 350,546.46	

**CONSENT
DECEMBER 13, 2023**

IDAHO STATE UNIVERSITY

SUBJECT

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

REFERENCE

October 2022 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

The Board approved, and Idaho State University extended, a five-year contract to Coach Looney, initiating October 20th 2022 and continuing to May 7th, 2028. At that time, a customary provision in contracts was to make all supplemental compensation contingent upon a minimum SINGLE year APR score. Due to the fact that the transfer portal, NIL, and frequent coaching changes have made single year APR extremely volatile, that clause could be detrimental to retaining quality head coaches in a competitive environment. Idaho State is proposing a change to a minimum standard in MULTI year APR score by reducing the APR threshold as a **pre-condition** for other, non-APR bonuses. The proposed threshold is still in compliance with NCAA standards. The threshold for the APR specific bonus is not being reduced.

In addition, at this opportunity and in an effort to continue the trajectory of excellent progress during Coach Ryan Looney's employment, ISU proposes the 5-year (4 years, 5 months) contract be extended for an additional year, beginning January 1, 2024 and continuing through May 7, 2028. Contract may require renegotiation in 2024 pending outcomes of the 23-24 season.

IMPACT

The new contract will be for 4 years 5 months, extending from 1/1/2024 to 5/7/28. The previous salary of \$123,687.00 has been changed to \$126,386.00 to reflect the 2023 CEC increase. The following incentives remain the same as the prior contract:

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.

CONSENT
DECEMBER 13, 2023

- 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.

**CONSENT
DECEMBER 13, 2023**

<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 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	64 Teams	1 st win	\$ 5,000
Round 2	32 Teams	2 nd win	\$10,000
Round 3	16 Teams	3 rd win	\$12,000
Round 4	8 Teams	4 th win	\$15,000
Round 5	4 Teams	5 th win	\$20,000
Round 6	2 Teams	6 th 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 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

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

**CONSENT
DECEMBER 13, 2023**

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.

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 base pay in the employment agreement reflects ISU Head Men's Basketball Coach, Ryan Looney's current base salary, and is subject to annual state authorized merit increases. The proposed employment agreement is in substantial conformance with the Board's model contract.

When the Board approved ISU's Coach employment agreement in October 2022, it was common for coaching contracts to include a provision to make all supplemental compensation contingent upon APR score based on the performance of a single year. However, since the implementation of the college player transfer portal, NIL (name, image, and likeness) deals, and frequent coaching changes, it has created a dynamic that has made the single year APR measure extremely volatile. The outcome of not amending this clause could be detrimental to ISU's collegiate athletic programs, in retaining quality head coaches in an increasingly competitive and complex environment.

Staff supports ISU's request to enter into a 4 year 5 month employment agreement with current Men's Head Basketball Coach Ryan Looney as well as the University's proposed contract change to a minimum standard in MULTI year

**CONSENT
DECEMBER 13, 2023**

APR score of 950 or better when it comes to supplemental compensation.

Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to enter into a 4-year 5 month employment agreement with Ryan Looney, Head Men's Basketball Coach, commencing on January 1, 2024 and terminating on May 7, 2028, at a base salary of \$123,687 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 five (5) months, commencing on January 1, 2023 and terminating, without further notice to Coach, on May 7th, 2028 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 \$126,386 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 multi year APR is above the minimum threshold of 930 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 930 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 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	64 Teams	1 st win	\$ 5,000
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Round 2	32 Teams	2 nd win	\$10,000
Round 3	16 Teams	3 rd win	\$12,000
Round 4	8 Teams	4 th win	\$15,000
Round 5	4 Teams	5 th win	\$20,000
Round 6	2 Teams	6 th 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 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	32 Teams	1 st win	\$2,000
Round 2	16 Teams	2 nd win	\$3,000
Round 3	8 Teams	3 rd win	\$4,000
Round 4	4 Teams	4 th win	\$5,000
Round 5	2 Teams	5 th 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. In the event of an announcement to the Athletic Director of a future departure, a formal resignation, termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

Coach

Signature: _____
Printed Name: Kevin Satterlee
Idaho State University President
Date: _____

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

~~[COACH NAME]~~, RYAN LOONEY, HEAD COACH - ~~[SPORT]~~ MEN'S BASKETBALL

EMPLOYMENT AGREEMENT

This Employment Agreement (Agreement) is entered into by and between IDAHO STATE UNIVERSITY (University), and ~~[LEGAL NAME OF COACH]~~ 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 ~~[INSERT SPORT/TEAM]~~ 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 ~~[INSERT TERM OF YEARS 3 OR LESS]~~ approximately four (4) years and five (5) months, commencing on ~~[INSERT COMMENCEMENT DATE]~~ January 1, 2024 and terminating, without further notice to Coach, on ~~[INSERT TERMINATION DATE]~~ May 7th, 2028 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 ~~\$(INSERT SALARY AMOUNT IN USD)~~\$126,386 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]~~the multi year APR THRESHOLD]is above the minimum threshold of 930 and (2) the Team operates within the assigned and agreed upon ~~[TEAM/SPORT]~~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 ~~[INSERT TRIGGER EVENT: BIG SKY CHAMP, COACH OF YEAR, ETC]~~,Big Sky Conference Regular Season Champion or Co-Champion, and if Coach continues to be employed as University's Head ~~[INSERT TEAM/SPORT]~~Men's Basketball Coach as of the ensuing ~~July~~May 1st, the University shall pay to Coach supplemental compensation in an amount equal to ~~[INSERT AMOUNT IN WEEKS]~~ of

~~Coach's Annual Salary \$6,000~~ during the fiscal year in which the ~~[TRIGGER EVENT] 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 [ADD OTHER SUPPLEMENTAL COMPENSATION CLAUSES AS APPROPRIATE, SUCH AS CONFERENCE CHAMPION, COACH OF THE YEAR, SELECTION TO NCAA TOURNAMENT, ETC]~~

~~3.2.2. 3. 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 ~~[\$[INSERT USD AMOUNT]]\$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.

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

Incentive Pay Up To:	
970-979	\$ [USD AMOUNT] \$ 3,000
980-989	\$ [USD AMOUNT] \$ 3,500
990-999	\$ [USD AMOUNT] \$ 4,000
1000	\$ [USD AMOUNT] \$ 6,000

~~3.2.43.2.5 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 930 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 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	64 Teams	1 st win	\$ 5,000
Round 2	32 Teams	2 nd win	\$10,000
Round 3	16 Teams	3 rd win	\$12,000
Round 4	8 Teams	4 th win	\$15,000
Round 5	4 Teams	5 th win	\$20,000
Round 6	2 Teams	6 th 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 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	32 Teams	1 st win	\$2,000
Round 2	16 Teams	2 nd win	\$3,000
Round 3	8 Teams	3 rd win	\$4,000
Round 4	4 Teams	4 th win	\$5,000
Round 5	2 Teams	5 th 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 [TEAM/SPORT]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 [TEAM/SPORT]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 [TEAM/SPORT]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 [TEAM/SPORT]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: ~~[INSERT 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. In the event of an announcement to the Athletic Director of a future departure, a formal resignation, termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the University's student athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

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

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

ARTICLE 6

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

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

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

6.4 Waiver. No failure of the University to enforce a right of this Agreement shall constitute a waiver of that right. No waiver of any default in the performance of this Agreement

shall be effective unless in writing and signed by the waiving party. The waiver of a particular breach in the performance of this Agreement shall not constitute a waiver of any other or subsequent breach. The resort to a particular remedy upon a breach shall not constitute a waiver of any other available remedies.

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

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

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

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

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

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



Idaho State University

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)~~ five (5) months, commencing on ~~October 20, 2022~~ January 1, 2024 and terminating, without further notice to Coach, on May 7th, ~~2027~~ 2028 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~~126,386 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~~multi year APR is above ~~970~~the minimum threshold of 930 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~~ games. Such bonus is contingent upon the Team maintaining a multi-year APR ranking of 950-930 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 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	64 Teams	1 st win	\$ 5,000
Round 2	32 Teams	2 nd win	\$10,000
Round 3	16 Teams	3 rd win	\$12,000
Round 4	8 Teams	4 th win	\$15,000
Round 5	4 Teams	5 th win	\$20,000
Round 6	2 Teams	6 th 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 1st, the University shall pay Coach supplemental compensation in an amount equal to the following:

Round 1	32 Teams	1 st win	\$2,000
Round 2	16 Teams	2 nd win	\$3,000
Round 3	8 Teams	3 rd win	\$4,000
Round 4	4 Teams	4 th win	\$5,000
Round 5	2 Teams	5 th 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. In the event of an announcement to the Athletic Director of a future departure, a formal resignation, termination, suspension, or reassignment, Coach agrees that Coach will not interfere with the

University's student athletes or otherwise obstruct the University's ability to transact business or operate its intercollegiate athletics program.

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

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

ARTICLE 6

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

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

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

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

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

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

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

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

Coach

Signature: _____
Printed Name: Kevin Satterlee
Idaho State University President

Date: _____

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.]

IDAHO STATE UNIVERSITY

Men's Basketball

SINGLE YEAR NCAA ACADEMIC PROGRESS RATE (APR) SCORES

	2017-18	2018-19	2019-20	2020-21	2022-23	REPORT YEAR
Men's Basketball	980	981	981	912	1000*	Raw Score for single year
Percentile Rank within Sport	20-30	20-30	Not Calculated	40-50	max	

MULTI-YEAR APR (4-Year Rolling Average)

Men's Basketball	949	955	975	967	970
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**Projected*

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

INSTITUTION	BASE SALARY	INCENTIVES
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
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
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
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
Northern Arizona	\$ 213,117.00	\$4,000 - \$5,000 for Team GPA of 3.2 - 3.5+ respectively \$2,000 - \$7,500 for APR of 950-1000 ascending \$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
Idaho	\$ 135,262.00	\$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
Northern Colorado	\$ 174,626.00	\$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
Eastern Washington	\$ 164,000.00	\$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

ATTACHMENT 5

		<p>\$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</p>
Montana	\$ 197,002.00	<p>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</p>
Idaho State	\$ 126,386.00	<p>\$6,000 for BSC Regular Season Championship Two Weeks salary for BSC Coach of the Year Two Weeks salary for BSC Tournament Championship \$3,000 - \$6,000 for APR 970-1000 \$4,000 for 18 or 19 Wins, \$6,00 for 20 or more Wins NCAA Tournament Wins Round 164 Teams1st win\$ 5,000 Round 232 Teams2nd win\$10,000 Round 316 Teams3rd win\$12,000 Round 48 Teams4th win\$15,000 Round 54 Teams5th win\$20,000 Round 62 Teams6th win\$30,000 NIT Wins Round 132 Teams1st win\$2,000 Round 216 Teams2nd win\$3,000 Round 38 Teams3rd win\$4,000 Round 44 Teams4th win\$5,000 Round 52 Teams5th win\$6,000 \$15,000 Media bonus</p>

ATTACHMENT 6

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

INSTITUTION	LENGTH OF CONTRACT	2021 Total Compensation	LIQUIDATED DAMAGES CLAUSE?	TYPE OF LIQUIDATED DAMAGES CLAUSE	STRUCTURE OF LIQUIDATED DAMAGES
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.	
Weber State	3 years	\$ 120,068.00	YES	Flat Rate	\$40,000
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.
Portland State	5 years	\$ 165,000.00	YES	Flat Rate	\$30,000
Northern Arizona	5 years	\$ 214,058.00	YES	Descending rate from Year 1 to Year 5	\$40,000 to \$10,000
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
Northern Colorado	5 years	\$ 170,646.00	YES	Descending rate from Year 1 to Year 5	\$200,000 - \$50,000
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.
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
Idaho State	5 years	\$ 142,477.00	YES	Flat Rate	\$20,000

ATTACHMENT 7

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*	\$	126,386.00	\$	129,545.65	\$	132,784.29	\$	136,103.90	\$	139,506.50
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:		\$	188,900.38	\$	192,060.03	\$	195,298.67	\$	198,618.28	\$	202,020.88

**Assumes a 2.5% annual CEC increase.*

CONSENT
DECEMBER 13, 2023

SUBJECT

Accountability Oversight Committee Appointments

REFERENCE

April 2010	Board approved Board Policy III.AA, creating the Accountability Oversight Committee.
April 2016	Board approved second reading of proposed amendments to Board Policy I.Q. to revise the Accountability Oversight Committee membership by adding a fifth at-large member who has a background in special education.
October 2018	Board approved second reading of proposed amendments to Board Policy I.Q. adding two (2) members to the committee and further designating representation.
April 2021	Board approved reappointment of Laurie Copmann and Jodie Mills.
June 2021	Board approved appointment of Iris Chimburas.
June 2022	Board approved appointment of Wendy Johnson and reappointment of Julian Duffey, Anne Ritter, and Roger Stewart.
August 2023	Board approved reappointment of Iris Chimburas and Jodie Mills.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section I.Q.
Accountability Oversight Committee

BACKGROUND/DISCUSSION

The Board's Accountability Oversight Committee (AOC) was established in April 2010 as an ad-hoc committee of the Idaho State Board of Education. The committee is charged with providing "recommendations to the Board on the effectiveness of the statewide student achievement system and make recommendations on improvements and/or changes as needed." Board Policy I.Q., Accountability Oversight Committee, outlines the membership and responsibilities of the committee. The committee consists of:

- Two Board members
- The Superintendent of Public Instruction (or designee)
- One member with special education experience
- One member with experience serving in a school district with a focus on assessment and accountability
- One member with experience as a district superintendent
- One member with experience as a school principal or charter school administrator

**CONSENT
DECEMBER 13, 2023**

- One person with experience working with student achievement assessments and data
- Two members at-large.

In July 2023, Laurie Copmann indicated that she would not be seeking AOC reappointment, but agreed to serve on the committee until her replacement was confirmed by the Board. Laurie has served in the designated seat for a member with experience as a school principal or charter school administrator since 2019.

To fill this vacancy, the committee sought nominations from committee members and stakeholder groups. Three individuals were recommended for consideration, and two individuals confirmed interest in serving. At their November 9, 2023 meeting, the committee reviewed resumes of the interested potential members. The committee voted to recommend Geoff Penrose to fill the vacancy.

Geoff Penrose has over twenty years of experience as an educator, including fifteen as a building-level administrator. He is currently the Principal of Sandpoint Middle School in Sandpoint, Idaho. Geoff previously served as the Principal of Lake Pend Oreille High School for nine years and as a middle school principal and assistant principal in Oregon and Alaska for six years. Prior to serving in school administration, Geoff was a middle school teacher and high school teacher and advisor. Geoff Penrose has a Bachelor of Arts in English Literature from Hope College, a Master of Educational Leadership from the University of Alaska Anchorage, and an Educational Specialist degree from Northwest Nazarene University. His resume is provided as Attachment 2.

IMPACT

Appointment of Geoff Penrose will ensure the committee is complete through June 30, 2024.

ATTACHMENTS

Attachment 1 – Current Accountability Oversight Committee Membership List
Attachment 2 – Geoff Penrose Resume

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Board Policy I.Q., terms run from July 1 through June 30 of the applicable year. In making appointments to the Accountability Oversight Committee, consideration should be given to the appointees' background, representative district / school size, and regional distribution.

Staff recommends appointment of Geoff Penrose.

BOARD ACTION

I move to approve the appointment of Geoff Penrose to the Accountability Oversight Committee, as the member with experience as a school principal or

CONSENT
DECEMBER 13, 2023

charter school administrator, for a term of 2 years commencing December 13, 2023 and ending on June 30, 2025.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ACCOUNTABILITY OVERSIGHT COMMITTEE
JULY 2023

State Board of Education Member
Ex-Officio

Linda Clark
Secretary
State Board of Education

Superintendent of Public Instruction or Designee
Ex-Officio

Ryan Cantrell
Deputy Superintendent
State Department of Education

School District Assessment and Accountability
Representative
Term: July 1, 2021 - June 30, 2023

Jodie Mills
Chief Academic Officer
Boise School District #1

School Level Administrator Representative
Term: July 1, 2021 - June 30, 2023

Vacant
(Laurie Copmann serving until a new member is
confirmed)

Member At Large
Term: July 1, 2021 - June 30, 2023

Iris Chimburas
Director of Indian Education
Lapwai School District #341

Board Staff Support

Alison Henken
K-12 Accountability and Projects Program Manager
Office of the State Board of Education
alison.henken@osbe.idaho.gov
208-332-1579

State Board of Education Member
Ex-Officio

Cindy Siddoway
Member
State Board of Education

Committee Chair, Student Achievement Assessment
and Data Representative
Term: July 1, 2022 - June 30, 2024

Roger Stewart
Retired Professor, College of Education
Boise State University

School District Superintendent Representative
Term: July 1, 2022 - June 30, 2024

Wendy Johnson
Superintendent
Kuna School District #3

Special Education Representative
Term: July 1, 2022 - June 30, 2024

Julian Duffey
Director of Special Education
Jefferson County School District #251

Member At Large
Term: July 1, 2022 - June 30, 2024

Anne Ritter
Board Member
Meridian Medical Arts Charter School

Education

B.A. in English Literature

June, 1990

Hope College (Holland, Michigan)

Master of Fine Arts in Creative Writing

December, 1995

University of Alaska Fairbanks (Fairbanks, Alaska)

Teacher Certification Program

June, 2001

University of Alaska Anchorage (Anchorage, Alaska)

Master of Educational Leadership

May, 2007

University of Alaska Anchorage (Anchorage, Alaska)

Education Specialist – Superintendent

January, 2018

Northwest Nazarene University (Nampa, Idaho)

Experience in Education

≧**Principal** *2022-Present*

Sandpoint Middle School (Sandpoint, Idaho)

≧**Principal** *2013-2022*

Lake Pend Oreille High School (Sandpoint, Idaho)

≧**Principal** *2011-2013*

Cheldelin Middle School (Corvallis, Oregon)

≧**Assistant Principal** *2010-2011*

Cheldelin Middle School (Corvallis, Oregon)

≧**Assistant Principal** *2007 – 2010*

Palmer Junior Middle School (Palmer, Alaska)

≧**High School Teacher/Advisor** *2002 - 2007*

Burchell Alternative High School (Wasilla, Alaska)

≧**Middle School Teacher** *2001 - 2002*

Alternative Placement Services (Palmer, Alaska)

≧**Substitute Teacher** *1999 - 2001*

Matanuska-Susitna Borough School District (Palmer, Alaska)

≧**Adjunct Faculty** *1999 - 2001*
Sheldon Jackson College (Sitka, Alaska)

≧**Instructor** *1993 - 1994*
University of Alaska Fairbanks (Fairbanks, Alaska)

≧**Tutor** *1993 - 1994*
University of Alaska Fairbanks Writing Center (Fairbanks, Alaska)

Other Volunteer/Service Experiences

- Selkirk Outdoor Leadership and Education (S.O.L.E.)
 - Board of Directors, 2018 to 2020
- Selkirk School
 - Board of Directors, 2013 to 2015
- Sunnyside Water Association
 - Vice President, 2018 to Present

Additional Trainings/Activities

Six Traits of Effective Writing Training, 2002
The Reading Apprenticeship Training, 2004
C.O.R.E. Literacy Leadership Training, 2007
MSBSD Social Studies Curriculum Writing Team, 2008
MSBSD Response to Intervention Implementation Work Group, 2009
State of Alaska Career Readiness Certificate Work Group, 2009
Committee for Exceptional Children National Conference, 2009
WorkKeys National Conference, 2009
Professional Learning Communities at Work Conference, 2010
Second Step Violence Prevention Training, 2010
Idaho Principals Network, 2013 - 2021
Visible Learning National Conference, 2016
Marzano Proficiency Scales Institute, 2017

Other Professional Experience

≧**Caviar Production and Sales Manager** *1990 - 2003*
Wards Cove Packing Company (various locations throughout coastal Alaska and Seattle)

**CONSENT
DECEMBER 18, 2023**

IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho State Rehabilitation Council Membership (Council) Membership

REFERENCE

April 2018	Board appointed two current members to the Council and one new member.
June 2018	Board appointed two members to the Council.
August 2018	Board appointed one new member and re-appointed a former member to the Council.
June 2019	Board appointed three new members to the Council.
August 2019	Board appointed one new member to the Council.
October 2019	Board appointed one new member to the Council.
April 2020	Board appointed one new member and re-appointed two members to the Council.
June 2020	Board appointed four new members and re-appointed one member to the Council.
October 2020	Board appointed two new members to the Council.
June 2021	Board appointed one new member and re-appointed four members to the Council.
August 2021	Board appointed two new members to the Council.
October 2021	Board appointed one new member to the Council.
December 2022	Board appointed three new members to the Council.
October 2023	Board appointed one current member to the Council.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies and Procedures, Section IV.G.

Idaho Code § 33-2202

Idaho Code § 33-2303

Code of Federal Regulations 34 CFR § 361

BACKGROUND/DISCUSSION

Code of Federal Regulations (34 CFR § 361.17) sets out the requirements for the State Rehabilitation Council, including the appointment and composition of State Rehabilitation Councils. The regulations require members of state councils to be appointed by the Governor or, in the case of a state that under State law vests authority for the administration to an entity other than the Governor, the chief officer of that entity. Idaho Code § 33-2303 designates the State Board for Career Technical Education as that entity. Idaho Code § 33-2202 designates the State Board of Education as the State Board for Career Technical Education "for the purpose of carrying into effect any acts by Congress "affecting vocational rehabilitation."

**CONSENT
DECEMBER 18, 2023**

Further federal regulations establish that the Council must be composed of at least fifteen (15) members, including:

- i. At least one representative of the Statewide Independent Living Council, who must be the chairperson or other designee of the Statewide Independent Living Council;
- ii. At least one representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act;
- iii. At least one representative of the Client Assistance Program established under 34 CFR part 370, who must be the director, or another individual recommended by the Client Assistance Program;
- iv. At least one qualified vocational rehabilitation counselor with knowledge of, and experience with vocational rehabilitation programs who serves as an ex officio, nonvoting member of the Council if employed by the designated State agency;
- v. At least one representative of community rehabilitation program service providers;
- vi. Four representatives of business, industry, and labor;
- vii. Representatives of disability groups that include a cross section of (A) Individuals with physical, cognitive, sensory, and mental disabilities; and (B) Representatives of individuals with disabilities who have difficulty representing themselves or are unable due to their disabilities to represent themselves;
- viii. Current or former applicants for, or recipients of, vocational rehabilitation services;
- ix. In a State in which one or more projects are carried out under section 121 of the Act (American Indian Vocational Rehabilitation Services), at least one representative of the directors of the projects;
- x. At least one representative of the State educational agency responsible for the public education of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act;
- xi. At least one representative of the State workforce investment board; and
- xii. The director of the designated State unit as an ex officio, nonvoting member of the Council.

Additionally, Federal Regulations specify that a majority of the council members must be individuals with disabilities who meet the requirements of 34 CFR § 361.5(b)(28) and are not employed by the designated State unit. Members are appointed for a term of no more than three (3) years, and each member of the Council may serve for not more than two consecutive full terms. A member appointed to fill a vacancy occurring prior to the end of the term must be appointed for the remainder of the predecessor's term. A vacancy in membership of the Council must be filled in the same manner as the original appointment, except the appointing authority may delegate the authority to fill that vacancy to

**CONSENT
DECEMBER 18, 2023**

the remaining members of the Council after making the original appointment.

The Council currently has five (5) nominations for Board consideration as follows:

The Council is recommending appointment of Angie Tuft as representative of Business, Industry and Labor.

The Council is recommending appointment of Jeff DeForest as representative of Business, Industry and Labor.

The Council is recommending appointment of Lucas Rose as a representative of Business, Industry and Labor.

The Council is recommending appointment of Emily Flynn, as a representative of VR Counselor – General.

The Council is recommending appointment of Kent Ireton, as representative of VR Counselor - Pre-Employment Transition Services

IMPACT

The reappointments will maintain compliance with CFR 34 Part 361.16 and result in fifteen (20) total members.

ATTACHMENTS

Attachment 1 – Current Council Membership

STAFF COMMENTS AND RECOMMENDATIONS

The requested appointment meets the provisions of Board policy IV.G. State Rehabilitation Council, and the applicable Federal regulations.

Staff recommends approval.

BOARD ACTION

I move to appoint Angie Tuft as a representative of Business, Labor, and Industry for a three-year term, effective immediately through December 12, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Jeff DeForest as a representative of Business, Labor, and Industry for a three-year term, effective immediately through December 12, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT
DECEMBER 18, 2023**

I move to appoint Lucas Rose as a representative of Business, Labor, and Industry for a three-year term, effective immediately through December 12, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Emily Flynn as a representative of VR Counselor General for a three-year term, effective immediately through December 12, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Kent Ireton as a representative of VR Counselor Pre-Employment Transition Services for a three-year term, effective immediately through December 12, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

SRC Membership Composition

Members Shall Represent	Representation Required	Name	Region	Term	Term Ends	Voting Member	#	
Former Applicant or Recipient of VR services	Minimum 1	Mark Reinhardt	Treasure Valley	1st	12/20/2025	Yes	1	
		Stephanie Taylor-Thompson	Idaho Falls	1st	08/25/2024	Yes	2	
Parent Training & Information Center	Minimum 1	Sarah Gornik	Treasure Valley	2nd	6/30/2024	Yes	3	
Client Assistant Program	Minimum 1	Nancy Grant	Treasure Valley	1st	Effective 12/21/2022 No term limit	Yes	4	
Vocational Rehabilitation Counselor	Minimum 1	David White	Treasure Valley	1st	06/30/2024	No	5	
Community Rehabilitation Program	Minimum 1	Pam Harris	Coeur d'Alene	2nd	06/30/2024	Yes	6	
Business, Industry and Labor	Minimum 4	Diana Colgrove	Coeur d'Alene	1st	12/20/2025	Yes	7	
		Darin Lindig	Treasure Valley	2nd	05/31/2024	Yes	8	
		Vacant						
		Vacant						
Disability Groups	No minimum or maximum	Vacant						
		Tim Blonsky	Treasure Valley	1st	08/25/2024	Yes	9	
		Dave Maxwell	Treasure Valley	2nd	05/31/2025	Yes	10	
		Vacant			Vacated 08/31/2023			
State Independent Living Council	Minimum 1	Jami Davis	Treasure Valley	1st	10/20/2024	Yes	11	
Department of Education	Minimum 1	Randi Cole	Treasure Valley	2 ND Term Reappointment Pending	08/31/2023	No	12	
Director of Vocational Rehabilitation	Minimum 1	Jane Donnellan	Treasure Valley	No end date		No	13	
Idaho's Native American Tribes	Minimum 1	Ramona Medicine Horse	Blackfoot	No end date		Yes	14	
Workforce Development Council	Minimum 1	James Pegram	Treasure Valley	1st	06/30/2024	Yes	15	



STATE REHABILITATION COUNCIL APPLICATION FORM

Name:

Mailing Address:

Home/Cell Phone: Work Phone:

E-Mail:

Please explain why you would like to serve on the State Rehabilitation Council

See attached Narrative

What Boards, Commissions, Councils, or Task Forces, etc., have you previously, or currently served on?

Name: <input type="text" value="N/A"/>	Term Date: <input type="text"/>
Name: <input type="text"/>	Term Date: <input type="text"/>
Name: <input type="text"/>	Term Date: <input type="text"/>
Name: <input type="text"/>	Term Date: <input type="text"/>

It is the expectation for members is to be able to commit to 1 day per quarter and 1 hour per month to dedicate to State Rehab Council activities. Do you have commitments or conflicts that might prevent you from attending quarterly Council meetings?

No Yes If "Yes" please explain:

CFR 361.17(c)(1) Requires a majority of the Council members be individuals with disabilities. While your disclosure is voluntary, it would be a benefit to the Council in determining membership compliance.

Disability

Yes No

Please attach a resume so that the Council may learn about employment history, educational background, group affiliations, community involvement and interests.

RETURN TO:

IDAHO STATE REHABILITATION COUNCIL

ATTN: Council Secretary

650 West State Street, Room 150

P.O. Box 83720

Boise, Idaho 83720-0096

In my role as Director of Ops & HR with Create Common Good (CCG), I've had an opportunity to work closely with VR Counselors to provide participants with opportunities to develop employable skills. I believe that we all have something to contribute to our community. Sometimes we just need a little help in seeing our true potential and finding opportunities that are the right fit, so our contributions are valued. VR and CCG work together to provide that help and support.

I've had the opportunity to work as a service provider offering workforce development training to VR participants. I've also played the role of employer, as CCG has hired several past participants. I think this gives me a unique perspective and would love the opportunity to share my experience with the council to better serve participants while meeting the needs of employers.

Angie Tuft

PROFESSIONAL SKILLS :

Operations:

- Coordinate equipment & facility maintenance
- Research and procure new equipment
- Project manage construction & remodel projects as necessary
- Manage telecommunications, including installation of telecomm systems and internet service

Human Resources:

- Onboard all new employees
- Collect and maintain all employee records
- Maintain and update job descriptions
- Represent the organization in personnel-related issues
- Maintain documentation on all disciplinary action taken
- Administer employee benefit programs
- Process bi-weekly payroll

Management:

- Serve as Director of Operations with 4-10 direct reports. Duties include:
 - Assess and assign responsibilities to staff in order to meet organization objectives
 - Conduct meetings with direct reports to determine progress on projects and identify ways to assist employees to accomplish tasks more efficiently
 - Perform yearly performance evaluations
 - Provide employee coaching as needed
- Develop & maintain relationships with community partners, vendors, customers & participants

Accounting:

- Manage entry of Accounts Payable and the payment of all open invoices in a timely manner
- Collect on outstanding Accounts Receivable
- Prepare and collect information required for annual financial audit

Training:

- Develop workforce development training curriculum
- Create training materials including manuals, interactive activities and support materials
- Facilitate workforce development training when trainer is not available

Food Service Management:

- Develop menus & recipes for lunch service.
- Create production schedule and daily prep lists.
- Cost menu items to ensure profitability.
- Create retail packaging labels including nutritional labels.
- Manage production staff and ensure they are following Good Manufacturing Practices and proper food safety protocols.

- Conduct ServSafe Manager Training & proctor ServSafe Manager exam.
- Liaise with current regulatory entities (FDA, Local Health Department) and past authorities (USDA).
- Ensure Food Code regulations are upheld.

Computer Skills

- **Software Applications:**
 - MS Word
 - MS Excel
 - MS PowerPoint
 - Canva
 - Jotform
 - Salesforce
 - Google Apps
 - Zenefits (benefits management)
- **Operating Systems:** Mac OSX through Ventura 13.4.1

EDUCATION:

Boise State University:

Boise, ID

BA in English with an Emphasis in Technical Communications

Accumulative GPA: 3.64

Graduated: 8/2010

WORK EXPERIENCE:

Director, Operations & Human Resources:

5/2014 to Present Create Common Good Meridian, ID

Operations Manager:

4/2010 to 5/2014 Create Common Good Boise, ID

IT Business Analyst:

8/2005 to 11/2008 MPC Computers Nampa, ID

Office Administrator:

2/2003 to 8/2005 Cate Equipment Meridian, ID

IT Business Analyst:

8/2000 to 12/2002 MPC Computers Nampa, ID

Customer Service Rep/Lead:

1/1997 to 8/2000 MPC Computers Nampa, ID

INTERNSHIPS:

The Momentum Group:

- Wrote white paper about the Common Ground organization.
- Assisted with experiential based ESL/job skill training.
- Wrote blog entries for Common Ground blog.

BSU, Dr. Aileen Hale

- Assisted with ESL Training.
- Created curriculum material for ESL training classes.

- Created PowerPoint Presentations

CWI Adult Basic Education Center

- Updated ESL Tutor Guide.
- Updated ESL Classes and Resources document.
- Updated list of ESL Websites for Practicing English.

CERTIFICATIONS :

- Certified ServSafe Proctor/Instructor (Certificate No. 5524467) Exp 3/10/25

MEMBERSHIPS :

- Stand Together Foundation – Catalyst Member (since 2022)



STATE REHABILITATION COUNCIL APPLICATION FORM

Name:

Mailing Address:

Home/Cell Phone: Work Phone:

E-Mail:

Please explain why you would like to serve on the State Rehabilitation Council

TO THE STATE REHABILITATION COUNCIL,

MY NAME IS JEFF DEFOREST, AND I AM HERE TODAY TO HUMBLY REQUEST THE PRIVILEGE OF SERVING ON THE SRC. BORN WITH ARTHROGRYPOSIS, I HAVE PERSONALLY EXPERIENCED THE POSITIVE IMPACT OF VOCATIONAL REHABILITATION (VR) DURING MY COLLEGE YEARS. I CARRY DEEP GRATITUDE IN MY HEART, NOT ONLY TOWARDS VR BUT ALSO TOWARDS THE GREAT STATE OF IDAHO FOR THE LIFE-CHANGING OPPORTUNITIES IT PROVIDED ME THROUGH THIS PROGRAM. IT IS THIS GRATITUDE THAT I NOW WISH TO PAY FORWARD.

THROUGHOUT MY CAREER AT JR SIMPLOT CO, WHERE I HAVE HELD VARIOUS POSITIONS BOTH IN INDUSTRY AND AT THE CORPORATE LEVEL, I HAVE NAVIGATED THE PROFESSIONAL WORLD AS SOMEONE WITH A DISABILITY. I BELIEVE THAT THIS UNIQUE PERSPECTIVE EQUIPS ME TO BE A STRONG VOICE AND ADVOCATE FOR INDIVIDUALS WITH BOTH VISIBLE AND HIDDEN DISABILITIES WITHIN THE BUSINESS AND INDUSTRY SECTORS. MOREOVER, I ASPIRE TO REPRESENT CORPORATIONS LIKE JR SIMPLOT CO THAT PRIORITYZE EQUAL OPPORTUNITIES AND CAREER ADVANCEMENT FOR INDIVIDUALS WITH DISABILITIES, TAPPING INTO THE WEALTH OF TALENT THAT EXISTS WITHIN THIS COMMUNITY.

What Boards, Commissions, Councils, or Task Forces, etc., have you previously, or currently served on?

Name: <input type="text" value="Progress on Disability (Simplot ERG)"/>	Term Date: <input type="text" value="NA"/>
Name: <input type="text"/>	Term Date: <input type="text"/>
Name: <input type="text"/>	Term Date: <input type="text"/>
Name: <input type="text"/>	Term Date: <input type="text"/>

It is the expectation for members is to be able to commit to 1 day per quarter and 1 hour per month to dedicate to State Rehab Council activities. Do you have commitments or conflicts that might prevent you from attending quarterly Council meetings?

No Yes If "Yes" please explain:

CFR 361.17(c)(1) Requires a majority of the Council members be individuals with disabilities. While your disclosure is voluntary, it would be a benefit to the Council in determining membership compliance.

Disability

Yes No

Please attach a resume so that the Council may learn about employment history, educational background, group affiliations, community involvement and interests.

RETURN TO:

IDAHO STATE REHABILITATION COUNCIL
ATTN: Council Secretary
 650 West State Street, Room 150
 P.O. Box 83720
 Boise, Idaho 83720-0096

Jeff DeForest

PROFESSIONAL PROFILE

Utilize skills to support plant operations and sales teams while meeting delivery and cost objectives. Promote continuous improvement to achieve company goals.

Proven Leadership	Customer Minded	Packaging equipment Expertise
Project Management	Account Management	Plant Commissioning
Lean Expert	New Product Development	Manages Priorities
Accomplished Cross-functional team member	Global Strategy	Packaging Materials Expertise

PROFESSIONAL EXPERIENCE

Senior Category Manger – Specialty

JR Simplot Co – Boise, Idaho

November 2021 – Current

- Successfully manage a diverse team responsible for vegetables, Co-Packed Finished goods, ingredients, and packaging
- Oversee a substantial category with a value of \$180m
- Developed and implemented a comprehensive strategy, vision, and priorities for the specialized team
- Attained an impressive annual savings average totaling \$2.5m through strategic procurement initiatives
- Effectively navigated the challenges posed by the Covid-19 pandemic, ensuring uninterrupted supply operations
- Proactively address ongoing weather and crop conditions to optimize supply chain performance
- Skillfully negotiate contractual agreements with suppliers to secure favorable terms and conditions
- Continuously nurture and enhance customer and supplier relationships to drive collaboration, performance, and mutual success

Category Manger – Packaging

JR Simplot Co – Boise, Idaho

April 2019 – November 2021

- Held the responsibility of overseeing the entire North American packaging category valued at \$90m
- Successfully executed multiple continuous improvement and optimization projects to enhance efficiency and cost-effectiveness
- Streamlined operations by consolidating the supplier base, resulting in a 30% reduction
- Led extensive sourcing projects across the entire category to secure competitive and advantageous agreements
- Demonstrated strong negotiation skills in establishing contractual agreements with suppliers
- Navigated Covid-19 pandemic with no disruptions to supply

Global Category Manger – Procurement

Glanbia Nutritionals – Twin Falls, Idaho

January 2017 – April 2019

- \$60m category
- Implemented a 1, 3, and 5 year category plan
- Achieve annual savings targets (\$500k in year one)
- Conduct extensive RFI, RFP, and RFQ projects across the entire category
- Negotiates contractual agreements with suppliers
- Manage and develop customer and supplier relationships
- Assess supply markets and business needs
- Operate multiple Strategic Sourcing Teams
- Implement new customer requirements

Packaging Manager

JR Simplot Company - Caldwell, Idaho

September 2013 – January 2017

- Implemented a first of its kind recipe system for all packaging equipment to ensure efficient packaging operations
 - Managed packaging supplies and operations encompassing frozen grading through logistics for the largest potato manufacturing facility in North America
 - Implemented \$1m in packaging efficiency savings
 - Commissioned Key Performance Indicators for multiple equipment and material suppliers
 - Facilitated and managed new product implementation
 - Participated in innovation equipment research
 - Tracked and presented plant KPI's
 - Conducted SAT and FAT for safety, sanitary design, and performance specifications
 - Managed supplier timelines and project goals with cross functional teams
- Implementation of multiple Lean practices and effective leadership lead to a throughput increase of 40% and cost avoidance of \$1.2m.*

Product Quality Supervisor

JR Simplot Company - Caldwell, Idaho

September 2012 – September 2013

- Supervise 20+ employees and 2 Supervisors
- Performed HACCP and coordinated equipment training for employees
- Planned and recommend changes in procedures and lead productivity to achieve multiple plant records
- Reported plant KPI's
- Established monthly and yearly goals based on previous year and company objectives

EDUCATION

Lewis-Clark State College - Lewiston, Idaho

Bachelors of Science, Business Administration

REFERENCES

References are available upon request.



STATE REHABILITATION COUNCIL APPLICATION FORM

Name:

Mailing Address:

Home/Cell Phone: Work Phone:

E-Mail:

Please explain why you would like to serve on the State Rehabilitation Council

I am the father of two adult sons with developmental disabilities. Both have part-time jobs. These jobs have helped them both develop as men.
Please format this box.

What Boards, Commissions, Councils, or Task Forces, etc., have you previously, or currently served on?

Name: <input type="text" value="SRC"/>	Term Date: <input type="text" value="2013-2019 (est)"/>
Name: <input type="text" value="St. Maries library board"/>	Term Date: <input type="text" value="2007-2011(est)"/>
Name: <input type="text"/>	Term Date: <input type="text"/>
Name: <input type="text"/>	Term Date: <input type="text"/>

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No Yes If "Yes" please explain:

CFR 361.17(c)(1) Requires a majority of the Council members be individuals with disabilities. While your disclosure is voluntary, it would be a benefit to the Council in determining membership compliance.

Disability

Yes No

Please attach a resume so that the Council may learn about employment history, educational background, group affiliations, community involvement and interests.

RETURN TO:

IDAHO STATE REHABILITATION COUNCIL

ATTN: Council Secretary

650 West State Street, Room 150

P.O. Box 83720

Boise, Idaho 83720-0096

Lucas J. Rose

Experience	Quality Control Manager <i>PotlatchDeltic St. Maries, ID</i> <i>2020-Present</i> Manage all aspects of the quality control process at the PotlatchDeltic plywood facility.
	Plywood Shipping Coordinator <i>PotlatchDeltic St. Maries, ID</i> <i>2018-2020</i> Managed the Plywood Shipping Dept.
	<i>Potlatch Corp. St. Maries, ID</i> <i>2009-2017</i> Salaried supervisor on Graveyard. Job responsibilities included: Monitoring panel quality throughout the production process. Providing leadership to the Graveyard crew. Coordinating plywood production in order to best serve the plywood mill. Helping out in the shipping office as needed. Communicating expectations to my team in regards to quality, production and most important SAFETY.
	Saw/sander operator <i>Potlatch Corp. St. Maries, ID</i> <i>2005-2009</i> Operated both the saw line and sander line.
	SMC fire department <i>Potlatch Corp. St. Maries, ID</i> <i>2004-2009</i> Appointed Department Safety Officer in 2006. Duties include attending emergency action team meetings, monthly drills and fire suppression within the complex when needed.
	Finishing department <i>Potlatch Corp. St. Maries, ID</i> <i>2000-2005</i> Although my job bid was Raimann operator, during this time I spent a majority of my time at the sander where I was both utility and operator and was the relief operator at the saw-line.
Behavioral safety facilitator <i>Potlatch Corp. St. Maries, ID</i> <i>1997-2000</i> Duties included; Coordinating and implementing training, organizing and facilitating weekly steering team meetings, communicating with employees and data entry.	
Education	Boise State university <i>Boise, ID — Communication/Education Major</i> <i>1987-1993</i> <i>*Dean's list 1990</i>
	North Idaho College <i>Coeur d'Alene, ID—Gen. Studies</i> <i>1986-1987</i>
Community	Past member of the Idaho State Rehabilitation Council Volunteer fire fighter with St. Maries Fire Protection District Vice Chairman of St. Maries Community Library Board of Trustees St. Maries Middle School 7 th & 8 th grade girls basketball coach Vice President of St. Maries Youth Soccer Association 2005-2007 Have coached hundreds of kids in area youth sports in the past 15 years



STATE REHABILITATION COUNCIL APPLICATION FORM

Name:

Mailing Address:

Home/Cell Phone: Work Phone:

E-Mail:

Please explain why you would like to serve on the State Rehabilitation Council

I want to be in a position to positively impact people with disabilities in the State of Idaho.

What Boards, Commissions, Councils, or Task Forces, etc., have you previously, or currently served on?

Name:	<input type="text"/>	Term Date:	<input type="text"/>
Name:	<input type="text"/>	Term Date:	<input type="text"/>
Name:	<input type="text"/>	Term Date:	<input type="text"/>
Name:	<input type="text"/>	Term Date:	<input type="text"/>

It is the expectation for members is to be able to commit to 1 day per quarter and 1 hour per month to dedicate to State Rehab Council activities. Do you have commitments or conflicts that might prevent you from attending quarterly Council meetings?

No Yes If "Yes" please explain:

CFR 361.17(c)(1) Requires a majority of the Council members be individuals with disabilities. While your disclosure is voluntary, it would be a benefit to the Council in determining membership compliance.

Disability
 Yes No

Please attach a resume so that the Council may learn about employment history, educational background, group affiliations, community involvement and interests.

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Boise, Idaho 83720-0096

Emily C. Flynn, M.Ed., CRC, LPC

Work Experience

Idaho Division of Vocational Rehabilitation Vocational Rehabilitation Counselor, Senior <i>Assists individuals with disabilities obtain and maintain employment</i>	Nampa, Idaho	2015-Current
Idaho Department of Health and Welfare Assertive Community Treatment Team Internship <i>Assisted individuals with severe and persistent mental illnesses with accessing community supports and activities of daily living, including self-advocacy</i>	Caldwell, Idaho	2013-2014
Idaho Behavioral Health Counseling Practicum/Internship <i>Provided counseling to adults and adolescents with mental illnesses to develop appropriate coping skills</i>	Boise, Idaho	2013
Ricoh On-site Service Specialist <i>Worked with a publishing company to convert published works into a digital format. Trained in the use of equipment and processes.</i>	Meridian, Idaho	2012 - 2014
Falls Valley Elementary School Overflow Aide <i>Assisted multicultural elementary age children of with developing literacy skills</i>	Idaho Falls, Idaho	2011-2012

Education

Master of Education <i>Rehabilitation Counseling and Human Services</i>	University of Idaho	August 2014
Bachelor of Science <i>Business: Information Systems</i>	University of Idaho	December 2005

Certifications and Licensure

Licensed Professional Counselor, Idaho, LPC-5701, Expires 11/5/2018
Certified Rehabilitation Counselor Expires 9/30/2019
Graduate Certificate, Transition Services, Utah State University, Completion August 2019
Graduate Certificate, Autism, Emporia State University, Anticipated Completion August 2022

Experience and Qualifications

- Transition Service Coordinator, Idaho Vocational Rehabilitation, Region 7, Idaho
- Member of statewide transition team to further develop and implement transition services
- Liaison with local high schools, providing outreach and transition services
- Proficient at eligibility determinations, plan development, and case management
- Provides counseling and guidance to individuals with varying disabilities
- Community business outreach through Caldwell Chamber of Commerce
- Experience training, creating training manuals, and developing training processes



STATE REHABILITATION COUNCIL APPLICATION FORM

Name:

Mailing Address:

Home/Cell Phone: Work Phone:

E-Mail:

Please explain why you would like to serve on the State Rehabilitation Council

What Boards, Commissions, Councils, or Task Forces, etc., have you previously, or currently served on?

Name: <input type="text" value="Idaho Comm For The Blind and Vis Impaired"/>	Term Date: <input type="text" value="2008-2012"/>
Name: <input type="text" value="Alaska Comm Employment of People w Disabilities"/>	Term Date: <input type="text" value="1995-1999"/>
Name: <input type="text" value="LINC Independent Living Centers"/>	Term Date: <input type="text" value="1988-1992"/>
Name: <input type="text"/>	Term Date: <input type="text"/>

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Disability

Yes No

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 P.O. Box 83720
 Boise, Idaho 83720-0096

RÉSUMÉ KENT IRETON

Employment History

Idaho Division of Vocational Rehabilitation, Twin Falls, ID, Various positions, 2007 to present.

I have served in various capacities including general VR counselor, mental health counselor, corrections counselor, assistant regional manager, and manager. I currently serve as a counselor senior in Pre-Employment transition services.

SL Start and Associates, Twin Falls, ID, Manager, 2005-07

Our agency provided residential and independent living services to individuals with developmental disabilities. Duties included management of the local branch office, training and supervision of the management team, data collection, reporting, and quality assurance. I was responsible for compliance with all health and safety regulations as well compliance with State of Idaho Medicaid regulations for DD services.

Alaska Div. of Vocational Rehabilitation, Anchorage AK, Counselor / Program Manager, 1993-05

I assisted individuals who were blind or visually impaired to obtain various services leading to a vocational outcome. From 2002-05 I served as program manager for Blind and Visual Impairment Services which included managing a regional office, supervising staff and coordinating statewide services. My responsibilities included supervising the Business Enterprise program for blind food service vendors.

Idaho Commission for the Blind, Twin Falls/Boise, ID, Counselor / Program Supervisor, 1988-1992

As counselor I provided vocational services, independent living services and sight restoration services for the Twin Falls office. As supervisor of independent living services, I trained and supervised staff across the state. I was responsible for development and monitoring of service contracts. I submitted applications and monitored federal grants. I coordinated with IDVR on a joint project to develop LINC, a center for independent living, in Boise and Twin Falls.

Education

Bachelor of Arts - Psychology, Boise State University, 1983.

Master of Science - Rehabilitation Counseling, University of Alaska Anchorage, 1997.

Certification

Certified Rehabilitation Counselor (CRC) 1997 to present.

Boards / Service

Idaho Commission for the Blind and Visually Impaired, Board member 2008-2012.

Governor's Committee on Employment and Rehabilitation of People with Disabilities, State of Alaska, Board member 1995-1999.

LINC Independent Living Centers, Ex officio board member. Boise, Idaho, 1988-1992.

References

Theresa Evans, Center Supervisor, Idaho Division of Vocational Rehabilitation

Mike MacGuffie - Center Manager, Idaho Division of Vocational Rehabilitation

Duane Mayes – Director, Alaska Division of Vocational Rehabilitation

**CONSENT
DECEMBER 13, 2023**

SUBJECT

Idaho Indian Education Committee Appointments

REFERENCE

April 2021	The Board approved the 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 the reappointments for Ms. Hernandez, Dr. Bisbee, and Mr. Edmo.
October 2022	The Board approved the appointments for Mr. LaSarte, Ms. Porter, and Dr. Thornes.
February 2023	The Board approved the appointment of Ms. Ballard.
April 2023	The Board approved the appointment of Dr. David Aiken and Ms. Jessica Matsaw, new at-large members, Dr. Dean Fisher, and reappointments of Ms. Joyce McFarland and Ms. Shirley Allman.
August 2023	The Board approved the appointments of Gaylen Edmo, Allen Mayo, and Alex Harris.

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

**CONSENT
DECEMBER 13, 2023**

- Representatives must be a school board member, administrator, or designee
 - One representative from the State Board of Education
- All members are voting members.

Members serve five-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 replace representatives for the Shoshone-Paiute Tribes and Coeur d'Alene Tribe on the committee.

ATTACHMENTS

- Attachment 1 – Current Committee Membership
- Attachment 2 – Coeur d'Alene Tribe Nomination
- Attachment 3 – Shoshone-Paiute Tribes - Resolution

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Mr. Justin Marsh is the College and Career Specialist for the Coeur d'Alene Tribal Education Department and will replace Mr. Jesse LaSarte as the Tribal Education Representative on the committee. If approved, the term for Mr. Marsh will be effective December 13, 2023 and will complete the term vacated by Mr. LaSarte through June 30, 2026. A letter of nomination is provided as Attachment 2.

The Shoshone-Paiute Tribal Business Council has identified two individuals to represent the Tribes. The first is Councilwoman Yvonne Powers to serve as the Tribes' chair designee and the second is Ms. Lynn Manning John to serve as the Tribes' Tribal Education Department representative. A tribal resolution is provided as Attachment 3.

These nominations were shared with the Idaho Indian Education Committee on November 16, 2023 and the committee recommends approval of the appointments as presented.

Board staff recommends approval.

BOARD ACTION

I move to appoint Mr. Justin Marsh, as the Coeur d'Alene Tribal Education Department representative to the Idaho Indian Education Committee effective December 13, 2023 and expiring June 30, 2026.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Councilwoman Yvonne Powers, as the Shoshone-Paiute Tribes' chair designee to the Idaho Indian Education Committee effective August 23, 2023 and expiring June 30, 2028.

**CONSENT
DECEMBER 13, 2023**

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to appoint Ms. Lynn Manning John, as the Shoshone-Paiute Tribes' Tribal Education Department representative to the Idaho Indian Education Committee effective August 23, 2023 and expiring June 30, 2028.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**STATE BOARD OF EDUCATION
Idaho Indian Education Committee**

Tribal Chair or Designee

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.

Shirley J. Allman is the Nez Perce Tribal Executive committee representative and serves as the Tribal Chairperson's designee. Term: July 1, 2023 – June 30, 2028.

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.

Gaylen Edmo is a member of the Fort Hall Business Council and serves as their Tribal Chairperson representative. Term: August 23, 2023 - June 30, 2027.

Yvonne Powers is a member of the Shoshone-Paiute Tribal Business Council and serves as the Tribal Chairperson's designee. Term: December 13, 2023 – June 30, 2028.
Pending Board Approval.

Tribal Education Department Representative

Justin Marsh is the College and Career Specialist for the Coeur d'Alene Tribe and serves as their Tribal Education Department representative. Term: December 13, 2023 – June 30, 2026. **Pending Board Approval.**

Jessica James is the Tribal 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, 2023 – June 30, 2028.

Lynn Manning John is the Vice Principal for the Owyhee-Combined School and serves as the Tribal Education Department representative for the Shoshone-Paiute Tribes. Term: December 13, 2023 – June 30, 2028. **Pending Board Approval.**

Pending Recommendation – Tribal Education Department representative for the Kootenai Tribe.

Bureau of Indian Education Representatives

Tina Strong is the Bureau of Indian Education school representative. Term: July 1, 2021 – June 30, 2026.

Allen Mayo is the Bureau of Indian Education school representative. Term: August 23, 2023 – June 30, 2028.

At-large Members

Dr. David Aiken is the Superintendent, Lapwai School District. Term: July 1, 2023 – June 30, 2028.

Jessica Matsaw is with the University of Idaho's Indigenous Knowledge for Effective Educators program. Term July 1, 2023 – June 30, 2028.

State Board of Education Representative

Dr. Linda Clark is the President of the State Board of Education and Board representative on the Idaho 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.

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.

Dr. Jean McGivney-Burelle is the Dean of the College of Education at Idaho State University. Term: February 17, 2022 – June 30, 2026.

Dr. Yolanda Bisbee is the Chief Diversity Officer and Executive Director of Tribal Relations at the University of Idaho. Term: July 1, 2022 – June 30, 2027.

Effie Hernandez is the Multicultural Coordinator at College of Eastern Idaho. Term: July 1, 2012 – June 30, 2027.

Dr. Tim Thornes – Interim chair, Department of Linguistics at Boise State University. Term: October 19, 2022 – June 30, 2027.

Mr. Alex Harris is the Associate Dean of Instruction at North Idaho College. Term: August 23, 2023 – June 30, 2027.

Dr. Dean Fisher is the President at College of Southern Idaho. Term: July 1, 2023 - June 30, 2028.



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

October 19, 2023

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 Justin Marsh to replace Jesse Lasarte 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 long, sweeping horizontal line extending to the right.

Chief J. Allan,
Chairman

RESOLUTION OF THE GOVERNING BODY OF
THE SHOSHONE-PAIUTE TRIBES
OF THE DUCK VALLEY INDIAN RESERVATION

P.O. Box 219 Owyhee, NV 89832
(208) 759-3100
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RESOLUTION NUMBER 2024-SPR-021

A resolution to appoint representatives to the Idaho Indian Education Committee.

BE IT RESOLVED BY THE BUSINESS COUNCIL OF THE SHOSHONE PAIUTE TRIBES,

WHEREAS, The Shoshone-Paiute Tribes of the Duck Valley Reservation are a federally recognized Indian Tribe, organized under the Indian Reorganization Act, and exercising sovereign authority and certain rights of home rule over the Reservation through the Shoshone-Paiute Business Council who is responsible for the promotion of cultural, economic and social welfare of its tribal members, pursuant to the Constitution and Bylaws of the Shoshone-Paiute Tribes of the Duck Valley Reservation, Nevada and Idaho ratified by the Tribes on March 21, 1936, pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934 (47 Stat. 984); and

WHEREAS, The Idaho Indian Education Committee’s purpose is to advocate for American Indian students, act as an advisory body to the State Board of Education and the State Superintendent of Public Instruction, and serves as a link between the American Indian Tribes; and

WHEREAS, The Idaho Indian Education Committee’s mission is to create the conditions for, and support of the efforts of, raising the bar and eliminating the gap of academic achievement; and

WHEREAS, Original appointments for the Committee shall be for terms that are initially staggered to provide a rolling renewal of appointments. Thereafter, appointments shall be for five years, commencing on July 1st. All members of the Committee shall have equal voting privileges.

WHEREAS, The Committee requires representation from the Tribes as follows:

- One (1) representative from each of the five (5) tribes (chairs or designee); and
- One (1) K-12 representative from each of the five (5) tribes.

WHEREAS, In order to ensure all American Indian students in Idaho thrive, reach their full potential, and have access to educational services and opportunities, the scope of responsibilities shall include, but not be limited to, advocate and inform stakeholders and make recommendations for educational policy, as it relates to American Indian student access, retention, graduation and achievement.

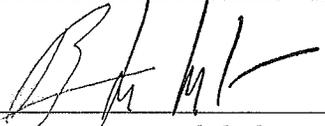
NOW THEREFORE BE IT RESOLVED THAT, the Shoshone Paiute Tribal Business Council hereby appoints Councilwoman Yvonne Powers, to serve as the tribal representative (designee), on the Idaho Indian Education Committee; and

BE IT FURTHER RESOLVED THAT, the Shoshone Paiute Tribal Business Council hereby appoints Lynn Manning John, Owyhee Combined Schools Vice Principal, to serve as the Shoshone Paiute Tribes’ K-12 representative on the Idaho Indian Education Committee; and

BE IT FINALLY RESOLVED THAT, this resolution rescinds and replaces Resolution 2018-SPR-049.

CERTIFICATION

It is hereby certified that the Shoshone-Paiute Business Council is composed of 6 Council Members and a Chairman of whom 6 Council Members constituting a quorum and a Chairman were present at a meeting held on the 14th day of November, 2023, and that the foregoing resolution was adopted by an affirmative vote of 6 FOR, 0 AGAINST and 0 ABSTENTIONS pursuant to the authority contained in Article VI, Section 1(r), of the Constitution of the Shoshone Paiute Tribes approved April 20, 1936.



BRIAN MASON, Tribal Chairman



SYDNEY COTA, Executive Secretary

CONSENT
DECEMBER 13, 2023

SUBJECT

Empowering Parents Grant Program Business Procedures

REFERENCE

June 14, 2023	State Board of Education (“Board”) heard an update on status of program implementation.
August 23, 2023	Board heard an update on status of program implementation and received Final Report and Action Plan dated 8/2/23.
October 18, 2023	Board approved recommendations made by the Empowering Parents Parent Advisory Panel.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §§ 33-1030 to 1034

BACKGROUND/DISCUSSION

The Empowering Parents Grant Program (Program) was enacted in 2022 (S1255) to provide education grants for eligible students. After a competitive solicitation, the State Division of Purchasing awarded Primary Class Inc., also known as “Odyssey,” the contract to create and administer an online platform including an electronic marketplace for awardees to use grant awards for eligible products and services.

Idaho Code § 33-1031(2)(d) provides that the Board “may take other such actions as necessary to implement and enforce the provision of this section.” Board staff have worked closely with Odyssey staff to clarify the procedures for implementing and enforcing the program.

The resulting Business Procedures are presented at Attachment 1. Additionally, a parent handbook has been developed as a public-facing complement to the internal procedures and is included in these materials for informational purposes.

IMPACT

If the Board approves the business procedures, the practices will be standardized for the 2023-2024 grant administration year.

ATTACHMENTS

Attachment 1 – Empowering Parents Business Procedures
Attachment 2 – Empowering Parents Parent Handbook

STAFF COMMENTS AND RECOMMENDATIONS

The proposed business procedures are a result of collaboration with Odyssey over the past six months as Board staff and the contractor have worked to operationalize a new, complex program. The document serves to standardize the procedures that are already in place to ensure that there is a single point of reference for questions and complicated administrative actions.

**CONSENT
DECEMBER 13, 2023**

Board staff recommends approval.

BOARD ACTION

I move to approve the Empowering Parents Business Procedures as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



**Empowering
Parents**
HELPING THEIR STUDENTS ACHIEVE

BUSINESS PROCEDURES

2023-24

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AUTHORITY

Idaho Code § 33-1031(2)(d) allows the Office of the State Board of Education (OSBE) to “take other such actions as are necessary to implement and enforce the provisions of this section.

Under this authority, the OSBE establishes the following business procedures.

The Board designates a third party, via contract, to create and administer a grant distribution platform that includes, but is not limited to, management of grant applications and verifications of eligibility, distribution of grant funds to awardees, management of vendors offering eligible products and services for sale in an online Marketplace, and provision of customer service for end users.

DEFINITIONS

For the purpose of these business rules, the following definitions apply.

1. Applicant – Parent or legal guardian applying for a Grant on behalf of their Eligible Student.
2. Awardee – Parent or legal guardian awarded a Grant on behalf of their Eligible Student.
3. Contractor – The vendor party to the contract procured by the Division of Purchasing on behalf of the State Board of Education.
4. Eligible Products and Services – Defined by Idaho Code § 33-1030(3).
5. Program Administrator – an OSBE staff member who serves as the primary point of contact for all aspects of implementation and operation of the proposed solution.
6. Vendor – Vendors offering eligible products or services for sale in the online Marketplace.
7. Digital Wallet - Account where award funds are held for each awardee. Funds from the Digital Wallets are used to pay for eligible expenses to approved Contractors through the Marketplace.

APPLICATION FORM REQUIREMENTS

The contractor will

1. include the following eligibility required fields on the application
 - a. Parent Full Name
 - b. Email address
 - c. Social Security/ITN Number
 - d. Mailing Address
 - e. Phone number
 - f. Number of children enrolled in grades k-12
 - g. Adjusted Gross Income
 - h. Child(ren) name
 - i. Child(ren) age
 - j. Child(ren) school name (provided drop-down list with all Idaho public school names, then private school and homeschool option)
 - k. Child(ren) grade
2. Allow parents to upload supporting documentation at the time of applying
3. Provide parent agreement at the time of applying (see Parent Participation Agreement)

PARENT ELIGIBILITY, NOTIFICATION and AWARD

Parent eligibility requirements, notification once eligibility is determined, and award of grants.

Eligibility

The contractor will verify the following eligibility requirements on the application

1. Idaho students Kindergarten through grade 12 are eligible regardless of whether they attend a public school, private school, or are homeschooled.
 - a. If necessary, the vendor will verify all private school and homeschool student eligibility through documentation provided by the parent including a birth certificate, state-issued ID, passport, or school enrollment record.
 - b. If necessary, the OSBE will confirm public school enrollment.
2. The contractor will verify the Applicant's reported adjusted gross income (AGI) with the Idaho Tax Commission through an electronic (API) process acceptable by the Idaho Tax Commission.
 - a. State AGI is based on personal (not business) tax returns.
 - b. State law does not allow discretion on using anything other than an applicant's AGI verified by the Idaho Tax Commission.
3. Contractor will confirm that an individual student is not on more than one application.
 - a. If a student is listed on more than one application both will be denied.
4. In joint custody cases or disputes, the Contractor will verify documentation provided by parents. If a child is a new dependent or in foster care Contractor will verify documentation to determine eligibility.

Notification of Applicants

Once eligibility is determined

1. Contractor must send notices to all Applicants.
2. If an Applicant's eligibility is not verified, Contractor must include the following provision and a description of the unverified eligibility criteria in the notice (text below):
 - a. Contractor has not verified your eligibility for the reasons described in this notice.
{insert reason}
Grants are discretionary and not subject to appeal rights, including, but not limited to, appeals under the Idaho Administrative Procedure Act. You may request reconsideration within five (5) business days of this notice. To request reconsideration, contact the Office of the State Board of Education at 208-334-2270 or email empoweringparents@osbe.idaho.gov. If you request reconsideration, you must submit all requested information in the time period specified by the Office of the State Board of Education. The Office of the State Board of Education's determination concerning your eligibility must be final and binding. No additional rights or challenges must be provided following the Office of the State Board of Education's decision.

Parent Participation Agreement

Prior to the award of a grant

1. The parent of a participant (i.e. an eligible student for whom a grant is awarded) must agree to verify program compliance.
 - a. The parent of a participant must use grant funds only for eligible education expenses. If a parent is found to misuse grant funds, then neither the parent nor another parent of the student living in the same household may apply for a grant in the future for any student, provided that the parent may appeal the finding to the board.

Award of Grants

Odyssey must award grants consistent with Idaho Code § 33-1031(2)(c):

- First to all eligible families in Wave 1, before fulfilling awards in Waves 2 through 3;
- Second to all eligible families in Wave 2, before fulfilling awards in Wave 3; and then
- Third to all remaining Eligible Families.

Funds must be deposited in awardee accounts within thirty (30) days of being notified of the award.

Changes to Awarded Account

A parent/legal guardian may transfer ownership of an account to another parent/legal guardian eligible to oversee the account. To transfer ownership,

1. The existing designated parent/guardian should submit a request for a Change of Designated Parent/Guardian to the State Board of Education.
2. Once reviewed and processed by the SBOE, the new designee assumes all oversight of the account.
3. The SBOE will email the Contractor with the requested change. The Contractor will update the system and resend welcome emails and/or password resets as needed.

A student's name or award cannot be transferred to another family member.

Withdraw from Program

A parent/legal guardian may withdraw from the program at any time. To withdraw

1. The existing designated parent/guardian should submit a request to withdraw to the State Board of Education.
2. Once reviewed and processed by the SBOE, the SBOE will contact the Contractor to close the parent account.
3. If there are funds remaining in the account the Contractor will process a reimbursement to the SBOE.

PARENT ACCOUNT SUSPENSION

A parent account may be temporarily suspended if either the Contractor or the Program Administrator has reason to believe that the parent made an ineligible purchase.

Ineligible purchase suspension

1. Parent purchases an ineligible item from the Marketplace.
2. Contractor reverses purchase and refunds money if practicable.
3. Parent account is immediately suspended.
4. Contractor notifies parent of the ineligible purchase. A copy of the notice is to be provided to the Program Administrator. Such notice must include:
 - a. A copy of the participation agreement parent signed at application stating the risk of permanent removal;
 - b. Notice that the parent can request reinstatement of the account by providing additional documentation to the Contractor to justify the eligibility of the purchase within thirty (30) days of the notice.
5. Parent does not submit a request for reinstatement

- a. The account will be permanently deactivated at the conclusion of the thirty (30) day window, the parent will not be allowed to apply in the future, and any remaining funds will be returned to OSBE for redistribution to other eligible applicants.

Request for reinstatement

1. The request for reinstatement and supporting documentation provided by the parent to the Contractor will be made available via secure folder to OSBE within five (5) business days of receipt, and
2. OSBE will review the documentation and make a final decision within five (5) business days thereafter.
3. The Contractor will notify the parent of OSBE's decision within fifteen (15) business days of receiving the request to reactivate the account.
 - a. If OSBE's decision is to reactivate the account, the Contractor must reactivate the account within 48 hours of parent notification.
 - b. If OSBE's decision is not to reactivate the account, the Contractor must notify the parent that the request for reinstatement has been denied, that the parent account will remain deactivated, and that the parent may appeal the decision to the Empowering Parents Advisory Panel through the procedures established by the EPPAP. The appeal form must be included in the notice.

APPEAL TO PARENT ADVISORY PANEL

Parents who have been notified that they have made an ineligible purchase, have requested reinstatement and provided additional documentation, and have been denied reinstatement by OSBE may appeal that decision to the Parent Advisory Panel (EPPAP).

Appeals

1. Appeals can be filed by submitting an appeal form.
2. The form is to include the item purchased and an attestation that the parent has requested reinstatement and has been denied.
3. Upon receipt of the appeal, the Parent Advisory Panel will request a copy of the request for reinstatement from OSBE. This documentation is to be transferred and retained via a secure folder.
4. Parent Advisory Panel will review the request for reinstatement and will make a recommendation to either uphold OSBE's decision or to recommend that the parent account be reactivated.
5. Recommendations from the parent advisory panel regarding appeals of parent account reactivations are made to the Executive Director of the State Board of Education to whom the Board has delegated the authority to accept or reject such recommendations.
6. This is a final decision.

NEW VENDOR APPLICATION and ACTIVATION

Guidelines for new vendors applying to the online Marketplace and the approval procedures.

New vendor application

1. All interested Vendors must complete an online application form with the Contractor.

2. All applications must include an agreement through which vendors acknowledge that participating Vendors may only sell eligible products and services on the Marketplace and outline the consequences of any violations of the agreement
3. The Contractor will require the vendor to establish an account by which payments can be made to the Vendor.
4. The Contractor will notify Vendors of the status of their application within fifteen business days of submission.

Application approval procedures

1. The Contractor reviews Vendor applications and issues a tentative approval or denial. The application must include verification of the following:
 - a. The Vendor intends to sell eligible products and services
 - b. The Vendor has completed the participation agreement
 - c. Any additional documentation that may be required due to the type of services the Vendor intends to sell is present AND accurate/up-to-date.
 - d. The Vendor services will be advertised on the Marketplace in accordance with the eligible products and services categories. Ambiguous categories such as “other” or “supplies” are not allowed.
2. The Contractor may deny an application or request additional information from a Vendor before making a final decision.
3. Applications approved by the Contractor must be verified by OSBE staff before account activation.
 - a. The Program Administrator will complete a review of new applications within 5 business days of receiving the notification that a new application was approved by the Contractor.
4. If both the Contractor and the Program Administrator approve the application, the Contractor may activate the Vendor’s account.
5. If the Vendor application is denied the Contractor will notify the Vendor.
6. This is a final decision.

Additional Vendor Documentation

Applications from Vendors that have direct contact with students in the course of providing services must include additional documentation in their vendor application.

1. **Academic Tutors and Driver’s Education Providers**– Vendors with more than five (5) employees (provide academic tutoring services in a tutoring center, in a group or otherwise supervised setting)
 - a. Drug-free workplace assurances form (completed by a representative of the company)
 - b. Assurances that employees are required to pass a background check and have adequate content knowledge in the subject areas being tutored. Specifically, Vendors who are eligible to participate in this program may not have employees who have been convicted of a felony or who are registered sex offenders in direct contact with students.
2. **Academic Tutors and Drivers’ Education Providers** – Individuals or Vendors with five (5) or fewer employees (provide tutoring or services in a 1:1 setting)
 - a. Drug-free workplace assurances form (not required of individuals, only of Vendors with employees)
 - b. Active/current Idaho teaching certificate with an endorsement in the area of academic tutoring (English, math, science, social studies, etc.) for each individual providing services.

Note: an active teaching certificate is evidence that a background check was conducted, and that the individual did not have a felony conviction and was not a registered sex offender.

3. Providers of Qualifying Therapies
 - a. Drug-free workplace assurances form (not required of individuals)
 - b. Evidence of current licensure for each individual providing direct service to students. Note: current licensure is evidence that a background check was conducted, and that the individual did not have a felony conviction and was not a registered sex offender.
4. Extra-Curricular Classes, Camps, Coaching Services
 - a. Drug-free workplace assurances form
 - b. Assurances that employees are required to pass a background check and have adequate content knowledge in the subject areas being tutored. Specifically, Vendors who are eligible to participate in this program may not have employees who have been convicted of a felony or who are registered sex offenders in direct contact with student

Exception

Not all situations fit the above requirements perfectly. The Contractor may request that the Program Administrator review an application to determine whether an exception to the required documentation is warranted.

EXISTING VENDOR SERVICE OFFERING CHANGE REQUESTS

Any changes requested by a Vendor to service offerings on the online Marketplace must be reviewed and approved.

1. The Contractor reviews Vendor change request.
2. The Contractor may approve or deny a request from a Vendor.
3. Changes approved by the Contractor must be verified by OSBE staff.
 - a. The Program Administrator will complete a review of changes within 5 business days of receiving the notification that a change was approved by the Contractor.
4. If both the Contractor and the Program Administrator approve the application, the Contractor may notify the Vendor.
5. If the Vendor change is denied the Contractor will notify the Vendor.
6. This is a final decision.

OTHER VENDOR CONSIDERATIONS

1. A parent may not receive a payment, refund, or rebate of grant funds from a vendor. All payments, refunds, or rebates must be processed through the Digital Wallet.
2. Grant funds are for the purchase of current or upcoming goods and services. Reimbursements and payments for past-due invoices are prohibited.
3. Vendors will not use the name or logos of the Empowering Parents Grant Program for advertising, publicity releases, websites, sales presentations, marketing materials, publications, correspondence, and announcements for their own benefit without the prior written consent of the State Board of Education. Vendors are not authorized to use the State Board of Education logo.

VENDOR COMPLAINT ESCALATION

1. All complaints against a Vendor that are escalated to OSBE must be filed in writing.

2. All complaints against a Vendor that are escalated to OSBE must include the complainant's name, contact information, and a description of the complaint. Anonymous complaints are not accepted.
3. The State Board of Education and its Contractor may determine that a complaint is unfounded and may choose not to take further action.
4. The complainant is not entitled to information regarding any investigation or actions taken against a vendor that may be a result of the filed complaint.

General Notes for OSBE and Contractor

- Do not email complaints to other people.
- Do – save the complaint in a secure folder (Sharefile) and notify the appropriate person that a complaint has been filed.
- Do not – save multiple copies of complaints or retain emails that contain complaints.
- Do – save relevant emails to PDF format and save in a secure folder (Sharefile).

ESCALATING A VENDOR REVIEW TO OSBE

As per the program contract, customer service and management of Vendors who participate on the Marketplace are to be managed by the Contractor. However, it is important that the Contractor and OSBE work closely together, especially with regard to a few escalated circumstances.

Issues of student safety

1. Complaint makes allegations that, if substantiated, would risk the health or welfare of a child AND the complaint is against a Vendor whose employee(s) or proprietor(s) have direct contact with students as a matter of providing an eligible product or service purchased on the platform.
 - a. Receiver of Complaint: Provide information to child welfare services and/or 911. If the complainant has reason to believe that a child is in immediate danger, he/she has an obligation to report to the proper authorities, regardless of any investigations or actions that may fall within the scope of the Empowering Parents Grant Program.
 - b. Receiver of Complaint: Mandatory and immediate escalation to OSBE and Contractor management:
 - i. Notify via a separate email. Do not forward complaint emails.
 - ii. Subject line: "Issue of Student Safety"
 - iii. Email is not to contain specifics of the complaint but should note, the date, time, vendor(s), and note where documentation (if any has been received) is saved (must be in a secure folder)
 - c. Contractor and OSBE management will discuss the complaint and document the course of action.
 - i. The Vendor against whom the complaint is made must be notified within three (3) days that a complaint has been received.
 - ii. Course of action may include suspension of vendor account while an investigation is conducted and may result in permanent removal from the platform.
 - iii. Course of action may conclude with referring the complaint to the entity or agency responsible for enforcement and administration of relevant licenses or certifications

held by the vendor or for the enforcement and administration of relevant laws, rules, or regulations.

ONLINE MARKETPLACE PURCHASE PROCEDURES

All goods and services are purchased using the online Marketplace. Reimbursements are not allowed.

Purchases of Eligible Products and Services

1. Parents identify items for purchase.
2. Parents enter purchase reasoning (no more than 100 characters)
3. The Contractor must approve or deny all pending purchases within five (5) business days of the item being identified for purchase.
4. The Contractor reviews all items identified for purchase and approves only eligible products and services for purchase on the Marketplace.
 - a. The Contractor may approve or deny a purchase.
5. If the Contractor approves a purchase:
 - a. The purchase will be completed
6. The Program Administrator will review transactions each business day
 - a. If the Program Administrator has concerns about a transaction, the Program Administrator must notify the Contractor by
 - i. Requesting that the purchase be reversed. Requests to reverse a purchase must be made within fifteen (15) days of the purchase being made. Reversals must be completed within fifteen (15) days of the request to reverse if practicable.
 - ii. A request to gather more information from the parent about the purpose of the purchase.
 - iii. If the purchase is confirmed to be reversed parent is notified of the reversal and emailed a reminder of program rules/acknowledgement
7. If the Contractor denies a purchase:
 - a. The Contractor is responsible for informing parents of the procedures for requesting consideration of the item through an appeal to the Parent Advisory Panel; and
 - b. The Contractor notes the denied purchase in the parent account
8. If the Contractor is undecided on a purchase:
 - a. The Contractor may request that the Program Administrator review the item
 - b. Such review will be completed by the Program Administrator within five (5) business days of the request

ISSUES OF INELIGIBLE PRODUCTS OR SERVICES

In the event that a vendor sells products or services that have not been approved for the online Marketplace.

1. The Contractor becomes aware (through customer service, through OSBE, or through its own review of purchases) that a Vendor has sold or made available for purchase on the Marketplace a product or service that is ineligible. The Contractor will
 - a. Request that the purchase be reversed. Requests to reverse a purchase must be made within fifteen (15) days of the purchase being made. Reversals must be completed within fifteen (15) days of the request to reverse if practicable.

- b. A request to gather more information from the parent about the purpose of the purchase.
 - c. If the purchase is confirmed to be reversed parent is notified of the reversal and emailed a reminder of program rules/acknowledgement
 - d. The notification is copied to OSBE.
 - e. A warning is noted on the vendor account
2. Vendor refuses to correct a noticed problem or a second incident occurs
- a. Vendor account is to be immediately and indefinitely suspended.
 - b. The Contractor is to notify the Vendor of the suspension and copy the notification to OSBE.
 - i. The notice must provide the Vendor thirty (30) days to submit to the Contractor a written request for reinstatement including assurance of the Vendor's intent to abide by the terms of the participation agreement going forward.
 - ii. If assurance is provided, the Program Administrator and the Contractor review and request reinstatement of the account.
 - iii. After both the Program Administrator and the Contractor have signed off on the request for reinstatement, the account may be reinstated.
3. Vendor with a reinstatement on file sells or makes an ineligible product or service available on the Marketplace.
- a. The vendor's account is to be immediately suspended.
 - b. Notification of permanent removal is to be drafted and approved by the Contractor and the Program Administrator.
 - c. The vendor is to be notified of permanent removal from the platform.
 - d. Permanent removal is final.

ELIGIBLE PRODUCTS AND SERVICES

Idaho Code defines eligible education expenses. Approved and not approved items are listed below. This list is not conclusive. Examples are included but are not limited to the following items.

Idaho Code § 33-1030 (a) Computer hardware, internet access, or other technological devices or services that are primarily used to meet a participant's educational needs	
Approved	Not Approved
Laptops, desktops, and tablets	TV's
Headphones	Smartwatches
Internet access	Computer Components
Speakers	Smartphones, Phones
Cameras	Karaoke machines
	Video game consoles and console accessories
	Video games
	Video/TV/Online Streaming Services
	Live Television
	Musical Streaming Services

Idaho Code § 33-1030 (b) Textbooks, curriculum, or other instructional materials, including educational software and applications	
Approved	Not Approved
Textbooks	Pornography
K-12 Curriculum	Content that poses a safety threat to the student or others
K-12 Books	Adult content (such as mixology guides or books)
Educational software	In-Game Purchases or Credits
Educational applications	
Educational workbooks	
Dictionaries	
Software subscriptions (single use with a maximum of 3 users for a family)	

Idaho Code § 33-1030 (c) Fees for national standardized assessments, advanced placement examinations, examinations related to college or university admissions, or industry-recognized certification examinations	
Approved	Not Approved
SAT, ACT, AP, and IB	Fees for tests paid to a school district, public charter school, or career technical education program for students counted for public school enrollment

Idaho Code § 33-1030 (d) Therapies, including but not limited to occupational, behavioral, physical, speech-language, and audiology therapies, or other services or therapies specifically approved by the board	
Approved	Not Approved
Speech therapy	Services performed by interns
Occupational therapy	

Physical therapy	
Behavioral therapy	
Audiology therapy	
Vision therapy	
Dental therapy	

Idaho Code § 33-1030 (e) Educational programs offered for a fee or pursuant to contract by a school district, public charter school, or career technical education program to nonpublic students, provided that such students may not be counted for purposes of calculating public school enrollment

Idaho Code § 33-1030 (f) Registration fees and required materials for education camps and classes offered for a fee by a Board approved vendor	
Approved	Not Approved
Tuition, technology, textbook and curriculum fees, and instructional materials for camps and extracurricular classes	Tuition and fees for enrollment in a virtual school or class in which the eligible student is enrolled as a private paying student
	Private school tuition and fees
	Religious camps
	Annual funds
	Giving Funds
	Fundraising fees, donation fees, volunteer waiver fees
	Homeschool co-op tuition and fees
	Gift cards
	Transportation and fees

Idaho Code § 33-1030 (f) Non-technological education equipment that may be necessary to facilitate a student's participation in educational activities	
Approved Expenses	Not Approved Expenses
Backpacks, messenger bags, tote bag	Toys
Computer cases	Kitchen Appliances
School supplies	Household Appliances
Sensory items (handheld or specific to a student's educational program)	Household items: cleaning supplies, batteries, packing tape, etc.
Timers	Furniture, bean bags, gaming chairs, and loungers
K-12 lego kits	Animals
STEM project kits	Cricut or Silhouette machines and accessories
Art supplies and easels	Food (human or animal)
Board games	Green Houses
Calculators	Gas or electric-powered gardening tools
Planners/organizers	Label-makers
Educational flashcards	Desk organization: pen holders, file organizers, etc.
Microscopes	Gift cards
Telescopes	Water and sensory tables
Puzzles	Liquid floor tiles

Laptop stands	Stuffed animals
Horticulture and garden tools and kits	Weighted blankets and sheets
Sewing machines	
Lunchbox	Swings (indoor and outdoor)
Manipulatives: items that help with counting, time, measurement, shapes, addition, etc. (e.g. math cubes, legos, blocks, shapes, letters, etc.)	Games or puzzles with content that may pose a threat to the student or others or that promote violence or criminal behavior are ineligible for purchase.
Tools for CTE coursework	Rugs or foam tiles
	Storage and organization containers

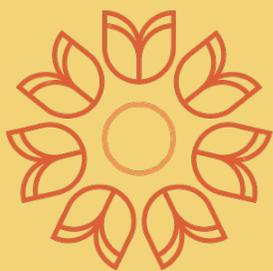
Idaho Code § 33-1030 (f) Physical educational equipment, gear, uniforms, or pay-to-play fees required for participation in organized physical education activities	
Approved Expenses	Not Approved Expenses
Sports gear	Motorized equipment (treadmills, stationary bikes)
Sports competition fees	Recreational equipment
Weights, weight benches	Trampolines
Balls and ball goals	Motorized and recreational boats
Racquets and bats	Scooters/ride-on (including motorized and golf carts)
Swim goggles, fins, kickboards	Pools (in-ground and above)
Yoga mats, gymnastics mats	Camping equipment
	Bikes
	Playsets/swing sets
	Bouncy houses

Idaho Code § 33-1030 (f) Musical instruments and tutoring services	
Approved Expenses	Not Approved Expenses
Instruments (purchase and rental)	Maintenance, repairs, and related fees
In-person and online tutoring services	Tuning
	Insurance and service agreements

Idaho Code § 33-1030 (f) Costumes and uniforms – clothing necessary to facilitate participation in an educational camp, class, or event	
Approved Expenses	Not Approved Expenses
Leotards	School uniforms
Dance shoes	Dress up and imaginary play clothing
Karate uniform and belts	
Extracurricular class and camp t-shirts that are required to participate	
Sport uniforms	
Dance uniforms and costumes	
Theatrical costumes	
Uniforms for competitive sports teams	

APPEAL FORM

Parent Name	
Student Name	
Item purchased	
Attestation request to be reinstated	



**Empowering
Parents**

HELPING THEIR STUDENTS ACHIEVE

GRANT PROGRAM PARENT HANDBOOK 2023-24



Governor Brad Little
State Capitol :: Boise, Idaho 83720
(208) 334-2100 :: gov.idaho.gov

Dear Idaho Parents,

As your Governor, my goal has been to make Idaho the place where our children and grandchildren choose to learn, work, and stay. Continuing to improve Idaho's education system is central to that work. The Empowering Parents grants put parents in the driver's seat of their child's education and gives them ability to help fund the individual education needs of their children. Input from parents is essential to shaping Idaho's education system, and this program allows for exactly that.

The Empowering Parents grants increase access to education resources such as computers, tutoring, internet connectivity, and other items and services to provide our students with the best chance of success. Since the Empowering Parents grants went live, tens of thousands of students have benefited from the grant, and we look forward to that number increasing. Empowering Parents grants are effective, popular, and worthy of our continued investment.

Both my office and the State Board of Education are committed to ensuring the Empowering Parents grant program operates successfully so parents can use the funds for what their children need.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brad Little".

Brad Little
Governor of Idaho

Program Handbook

The purpose of the handbook is to provide information concerning the policies, procedures, and implementation of the Empowering Parents Grant Program.

01	Program Overview
02	Authority
03	Eligibility
04	How to Apply
05	Unverified Eligibility
05	Changes to an Account
05	Withdrawal from the Program
06	Use of Funds
07	Eligible Expenses
08	Refunds
09	Misuse of Funds
10	Parent Advisory Panel
11	Appeals
12	Definitions
13	Commonly Approved/Not Approved Chart

Table of Contents

Program Overview

WHAT

A grant program that empowers parents to make eligible purchases for their students.



How It Works:

WHO

ALL Idaho students Kindergarten through grade 12 are eligible regardless of whether they attend a public school, private school, or are homeschooled.

WHEN

Applications for the 2023-24 school year will open in the fall. Student awards are made in waves based on a parent's Adjusted Gross Income verified by the Idaho Tax Commission.

AWARD

Eligible families may receive \$1,000 per student and a maximum of \$3,000 per family. Grant awards will be sent directly to a digital wallet and spent through an online Marketplace.



STAY INFORMED

Parents are encouraged to visit the Empowering Parents website to stay abreast of important news and updates at <https://empoweringparents.idaho.gov/>

Idaho State Board of Education
empoweringparents@osbe.idaho.gov
(208)-488-7583



AUTHORITY

Idaho Code §33-1031 establishes the Empowering Parents program to be administered by the State Board of Education. The purpose of the program is to provide education grants for eligible students. To administer the program the State Board of Education shall create and administer, or designate a third party to create and administer, a grant distribution platform, establish a grant application process for parents and award grants.

Grant awards shall be made in the following order of preference:

(i) First to eligible students whose household has an adjusted gross income under sixty thousand dollars (\$60,000), as verified by the Idaho state tax commission using the prior year's tax returns. Notification of grant awards for students in this category shall be made within thirty (30) days of application, and grant funds shall be made available for participants' use as soon as practicable, but no later than thirty (30) days after the notification of a grant award;

i(ii) Starting sixty (60) days after grant awards in a fiscal year are made under subparagraph (i) of this paragraph, to eligible students whose household has an adjusted gross income under seventy-five thousand dollars (\$75,000), as verified by the Idaho state tax commission using the prior year's tax returns; and

(iii) Starting sixty (60) days after grant awards in a fiscal year are made under subparagraph (ii) of this paragraph, to all other eligible students on a first-come, first-served basis until all available funds are distributed.

Grant funds shall be expended within two (2) years after they are awarded. Any unused funds at the end of the two (2) year period shall revert to the Empowering Parents Grant Program fund.

Grant awards per family shall be capped at three thousand dollars (\$3,000), regardless of the number of eligible students in the family.



ELIGIBILITY

ALL Idaho students are eligible regardless of whether they attend a public school, private school, or are homeschooled. Awards will be prioritized based on the parent or guardian's adjusted gross income, starting with eligible families Adjusted Gross Income (AGI) \$60,000 per year or less. Section 33-1029, Idaho Code requires income eligibility to be based on the parent or guardian's AGI verified with the Idaho Tax Commission from the previous year's filing. While everyone is not required to file an Idaho tax return, only individuals who file will be eligible for the program. State law does not allow discretion on using anything other than the applicant's AGI verified by the Idaho Tax Commission. Income eligibility is verified using the prior year Idaho State adjusted gross income from personal (not business) tax returns. We are unable to take income information from other years or consideration of recent employment status changes. All tax information will be verified with the ID Tax Commissioner's office.

INCOME ELIGIBILITY

All tax information will be verified with the Idaho State Tax Commissioner's office.

No student may be used to determine eligibility in more than one family. Parents may be asked to verify legal custody of the child. Please submit documentation regarding a new dependent in your care on the application portal. Documentation could include paperwork from Health and Welfare to verify foster children in your care or custodial paperwork.



HOW TO APPLY

Applications are verified and approved using an outside vendor, A link to the application is posted on the Empowering Parents website.

[HTTPS://EMPOWERINGPARENTS.IDAHO.GOV/](https://empoweringparents.idaho.gov/)

To complete your application be prepared with the following information:

- Parent First and Last Name
- Social Security Number of Individual Identification Number
- Mailing Address
- Phone Number
- Adjusted Gross Income
- Child(ren) First and Last Name
- Date(s) of Birth
- School name
- Grade

To complete the verification process, parents must present one of the following documents: a US passport, a government-issued State ID, a driver's license, or a Green Card. Additionally, for child verification, parents must provide one of the following options for their children: a birth certificate, a US passport, a government-issued State ID, a 1040 Federal Tax Return, or a driver's license.

AGE VERIFICATION

Parents might be asked to upload documentation to verify the student's kindergarten thru grade 12 age. Acceptable documentation can include a state-issued ID, passport, or birth certificate.

PARENT PARTICIPATION AGREEMENT

Idaho Code § 33-1031(3) requires all applicants to sign a parent participation agreement:

The parent of a participant must use grant funds only for eligible education expenses. If a parent is found to misuse grant funds, then neither the parent nor another parent of the student living in the same household may apply for a grant in the future for any student, provided that the parent may appeal the finding to the board.



UNVERIFIED ELIGIBILITY

If your application is deemed ineligible because your information cannot be verified you will receive an email notification. Grants are discretionary and not subject to appeal rights, including, but not limited to, appeals under the Idaho Administrative Procedure Act. You may request reconsideration within five (5) business days of the notice. To request reconsideration, applicants can contact the Office of the State Board of Education at 208-334-2270.

Reconsideration Requests

If you request reconsideration, you must submit all requested information in the time specified by the State Board of Education. The State Board of Education's determination concerning your eligibility must be final and binding. No additional rights or challenges must be provided following the Office of the State Board of Education's decision.

CHANGES TO AN ACCOUNT

A parent/legal guardian may transfer ownership of an account to another parent/legal guardian eligible to oversee the account. To transfer ownership, the existing designated parent/guardian should submit a request for a Change of Designated Parent/Guardian to the State Board of Education. Once reviewed and processed by the State Board of Education, the new designee assumes all oversight of the account. The State Board of Education will email the vendor with the requested change. The vendor will update the system and resend welcome emails and/or password resets as needed. A student's name cannot be transferred to another family member.

WITHDRAWAL FROM PROGRAM

A parent may withdraw their student from the program at any time by submitting a notice of withdrawal to the State Board of Education. The student's account will be closed, and any remaining funds will be returned to the SBOE for redistribution to other qualified students.



USE OF FUNDS

All funds distributed through the Empowering Parents Grant Program are to be used for the benefit of an eligible kindergarten through 12th grade student and for the purchase of eligible education expenses through an online Marketplace. Misuse of funds will result in the denial of eligibility to make future purchases or to apply for future grants.

Grant funds become available in the applicant's Digital Wallet within thirty (30) days of award. Parents have two calendar years from the date of the award to spend the funds. Any funds remaining in an Awardee's Digital Wallet after the date of expiration are returned to the Empowering Parents fund for redistribution to another awardee.

Product Safety: Parents are responsible for reviewing the manufacturer's recommended minimum age use and safety disclaimers when determining whether an education product is appropriate for their student.

Returns and Damages: The State Board of Education is not responsible for returns or damaged goods or services. Purchases made through the Marketplace are subject to the return policies of each individual vendor.

Reasoning Statement: When submitting an order request parents will submit a purchase reasoning statement attesting that the item(s) is for an educational purpose.



ELIGIBLE EXPENSES

Parents and guardians of an eligible student must agree to use funds deposited into their digital wallet only for qualifying educational expenses. Section 33-1030, Idaho Code, defines eligible education expenses to include: Computer hardware, internet access, or other technological devices or services that are primarily used to meet a participant's educational needs;

Textbooks, curriculum, or other instructional materials, including educational software and applications;

Fees for national standardized assessments, advanced placement examinations, examinations related to college or university admissions, or industry-recognized certification examinations;

Therapies, including but not limited to occupational, behavioral, physical, speech-language, and audiology therapies, or other services or therapies specifically approved by the board;

Educational programs offered for a fee or pursuant to contract by a school district, public charter school, or career technical education program to nonpublic students, provided that such students may not be counted for purposes of calculating public school enrollment; or

Other education expenses and services as approved by the board, upon recommendation of the parent advisory panel established pursuant to section 33-1032, Idaho Code. This includes:

Registration fees and required materials for education camps and classes offered for a fee by a Board approved vendor

Non-technological education equipment that may be necessary to facilitate a student's participation in educational activities

Physical educational equipment, gear, uniforms, or pay-to-play fees required for participation in organized physical education activities

Musical instruments and tutoring services

Costumes and uniforms - clothing necessary to facilitate participation in an educational camp, class, or event



MORE ON ELIGIBLE EXPENSES

All education expenses are required to be used to support a student's current class or curriculum needs.

Parents agree that all funds distributed through the Empowering Parents Grant Program are to be used for eligible education expenses and therefore used to support a student's current class or curriculum or identified through a student's individual education plan (IEP) as necessary to facilitate their learning.

The use of the funds may be subject to audit by the state of Idaho. If funds are found to have been used for non-eligible expenses the confirmed misuse of funds will result in the denial of eligibility for future grants.

A list of commonly approved and denied education expenses is updated and maintained on the Empowering Parents website. This is not a conclusive list but is guidance regarding what items are allowed and not allowed under the Empowering Parents Program.

REFUNDS

Empowering Parents funds shall not be refunded, rebated, or shared with another parent. Any refund or rebate for goods or services purchased by a parent will be credited directly back to the digital wallet from the vendor within 30 days.



MISUSE OF FUNDS

The State Board of Education takes its duty to manage public funds with the utmost seriousness. Parents and guardians are asked to approach participation in the program with similar conviction. The State Board of Education frequently monitors for fraud and misuse to ensure that the public funds are spent responsibly.

Misuse of Funds - Ineligible Purchases: When a parent attempts to purchase an ineligible product or service, the purchase will be denied, and the parent will be notified. Future attempts to purchase ineligible items will be considered a misuse of funds.

Misuse of Funds - Monetary Benefit: Seeking a refund, or rebate of grant funds directly from a vendor is considered misuse of funds. Similarly, reselling products purchased through the Marketplace for monetary benefit is also considered misuse of funds. All payments to vendors and all refunds or rebates due to the Awardee must be processed through the Digital Wallet.

Reimbursements: Reimbursements are not allowed. Grant funds are for the purchase of upcoming goods and services. Reimbursements and payments for past-due invoices are prohibited.

Fees: Late payment or refund payment fees are not allowed.

A parent account may be suspended if the Program Administrator has reason to believe that the parent made an ineligible purchase on the Marketplace.

Parents will be notified of the ineligible purchase with a copy of the participation agreement stating the risk of permanent removal and notice that parents can request reinstatement of the account by providing additional documentation to justify the eligibility of the purchase within (30) days.

If parents do not submit a request for reinstatement the account will be permanently deactivated at the conclusion of the thirty (30) day window. Parents will not be allowed to apply in the future, and any remaining funds will be returned to the State Board of Education for redistribution to other eligible applicants.



PARENT ADVISORY PANEL

Parents are the number one factor in determining the success of Idaho students. The Parent Advisory Panel for the Empowering Parents Grant program advises the State Board of Education on ways to implement, administer, and improve the Empowering Parents grant program.

The panel is established in Idaho Code 33-1032 and includes seven members. Three members are appointed by the Governor, two members are appointed by the Senate Pro Tem, and two members are appointed by the Speaker of the House.

The panel meets at the call of the State Board of Education.

Current Parent Advisory Panel members are found of the Empowering Parents website.

Parent Advisory Panel meetings are open to the public and will be noticed through Townhall Idaho. The panel makes recommendations to the State Board of Education.



GET IN TOUCH

To contact the panel or submit a public comment:
eppanel@osbe.idaho.gov



APPEALS

Parents who have been notified that they have made an ineligible purchase, have requested reinstatement, provided additional documentation, and have been denied reinstatement by the State Board of Education may appeal that decision to the Parent Advisory Panel.

The panel will review the request for reinstatement and will make a recommendation to either uphold the decision or recommend that the parent account be reactivated. Recommendations from the Parent Advisory Panel regarding appeals of parent account reactivations are made to the Executive Director of the State Board of Education to whom the Board has delegated the authority to accept or reject such recommendations. This is a final decision.



DEFINITIONS

- (1) "Assessment" means an examination or another objective evaluation of a student's academic performance, academic engagement, or college or career readiness.
- (2) "Board" means the state board of education.
- (3) "Eligible education expenses" means:
 - (a) Computer hardware, internet access, or other technological devices or services that are primarily used to meet a participant's educational needs;
 - (b) Textbooks, curriculum, or other instructional materials, including educational software and applications;
 - (c) Fees for national standardized assessments, advanced placement examinations, examinations related to college or university admissions, or industry-recognized certification examinations;
 - (d) Therapies, including but not limited to occupational, behavioral, physical, speech-language, and audiology therapies, or other services or therapies specifically approved by the board;
 - (e) Educational programs offered for a fee or pursuant to contract by a school district, public charter school, or career technical education program to nonpublic students, provided that such students may not be counted for purposes of calculating public school enrollment; or
 - (f) Other education expenses and services as approved by the board, upon recommendation of the parent advisory panel established pursuant to section 33-1032, Idaho Code.
- (4) "Eligible student" means a person in kindergarten through grade 12, whether a public school or nonpublic school student.
- (5) "Grant" means an award of one thousand dollars (\$1,000), which must be used for eligible education expenses.
- (6) "Grant distribution platform" means a digital platform through which grant funds are transferred from the board to participant accounts.
- (7) "Parent" means the parent or legal guardian of an eligible student or a participant.
- (8) "Participant" means an eligible student for whom a grant is awarded under section 33-1031, Idaho Code.
- (9) "Program" means the empowering parents grant program established by section 33-1031, Idaho Code.



Eligible Education Expenses

Idaho Code defines eligible education expenses. Approved and not approved items are listed below. This list is not conclusive. Examples are included but are not limited to the following items. The list presents examples of eligible and ineligible items in each category but is not extensive. Any questions should be escalated to OSBE for clarification.

Idaho Code § 33-1030 (a) Computer hardware, internet access, or other technological devices or services that are primarily used to meet a participant’s educational needs	
Approved	Not Approved
Laptops, desktops, and tablets	TV’s
Headphones	Smartwatches
Internet access	Computer Components
Speakers	Smartphones, Phones
Cameras	Karaoke machines
	Video game consoles and console accessories
	Video games
	Video/TV/Online Streaming Services
	Live Television
	Musical Streaming Services

Idaho Code § 33-1030 (b) Textbooks, curriculum, or other instructional materials, including educational software and applications	
Approved	Not Approved
Textbooks	Pornography
K-12 Curriculum	Content that poses a safety threat to the student or others
K-12 Books	Adult content (such as mixology guides or books)
Educational software	In-Game Purchases or Credits
Educational applications	
Educational workbooks	
Dictionaries	
Software subscriptions (single use with a maximum of 3 users for a family)	

Idaho Code § 33-1030 (c) Fees for national standardized assessments, advanced placement examinations, examinations related to college or university admissions, or industry-recognized certification examinations	
Approved	Not Approved
SAT, ACT, AP, and IB	Fees for tests paid to a school district, public charter school, or career technical education program for students counted for public school enrollment

Idaho Code § 33-1030 (d) Therapies, including but not limited to occupational, behavioral, physical, speech-language, and audiology therapies, or other services or therapies specifically approved by the board	
Approved	Not Approved
Speech therapy	Services performed by interns
Occupational therapy	
Physical therapy	
Behavioral therapy	
Audiology therapy	
Vision therapy	
Dental therapy	

Idaho Code § 33-1030 (e) Educational programs offered for a fee or pursuant to contract by a school district, public charter school, or career technical education program to nonpublic students, provided that such students may not be counted for purposes of calculating public school enrollment
--

Idaho Code § 33-1030 (f) Registration fees and required materials for education camps and classes offered for a fee by a Board approved vendor	
Approved	Not Approved
Tuition, technology, textbook and curriculum fees, and instructional materials for camps and extracurricular classes	Tuition and fees for enrollment in a virtual school or class in which the eligible student is enrolled as a private paying student
	Private school tuition and fees
	Religious camps
	Annual funds
	Giving Funds
	Fundraising fees, donation fees, volunteer waiver fees
	Homeschool co-op tuition and fees
	Gift cards
	Transportation and fees

Idaho Code § 33-1030 (f) Non-technological education equipment that may be necessary to facilitate a student's participation in educational activities	
Approved Expenses	Not Approved Expenses
Backpacks, messenger bags, tote bag	Toys
Computer cases	Kitchen Appliances
School supplies	Household Appliances

Sensory items (handheld or specific to a student's educational program)	Household items: cleaning supplies, batteries, packing tape, etc.
Timers	Furniture, bean bags, gaming chairs, and loungers
K-12 lego kits	Animals
STEM project kits	Cricut or Silhouette machines and accessories
Art supplies and easels	Food (human or animal)
Board games	Green Houses
Calculators	Gas or electric-powered gardening tools
Planners/organizers	Label-makers
Educational flashcards	Desk organization: pen holders, file organizers, etc.
Microscopes	Gift cards
Telescopes	Water and sensory tables
Puzzles	Liquid floor tiles
Laptop stands	Stuffed animals
Horticulture and garden tools and kits	Weighted blankets and sheets
Sewing machines	
Lunchbox	Swings (indoor and outdoor)
Manipulatives: items that help with counting, time, measurement, shapes, addition, etc. (e.g. math cubes, legos, blocks, shapes, letters, etc.)	Games or puzzles with content that may pose a threat to the student or others or that promote violence or criminal behavior are ineligible for purchase.
Tools for CTE coursework	Rugs or foam tiles
	Storage and organization containers

Idaho Code § 33-1030 (f) Physical educational equipment, gear, uniforms, or pay-to-play fees required for participation in organized physical education activities	
Approved Expenses	Not Approved Expenses
Sports gear	Motorized equipment (treadmills, stationary bikes)
Sports competition fees	Recreational equipment
Weights, weight benches	Trampolines
Balls and ball goals	Motorized and recreational boats
Racquets and bats	Scooters/ride-on (including motorized and golf carts)
Swim goggles, fins, kickboards	Pools (in-ground and above)
Yoga mats, gymnastics mats	Camping equipment
	Bikes
	Playsets/swing sets
	Bouncy houses

Idaho Code § 33-1030 (f) Musical instruments and tutoring services	
Approved Expenses	Not Approved Expenses
Instruments (purchase and rental)	Maintenance, repairs, and related fees
In-person and online tutoring services	Tuning
	Insurance and service agreements

Idaho Code § 33-1030 (f) Costumes and uniforms – clothing necessary to facilitate participation in an educational camp, class, or event	
Approved Expenses	Not Approved Expenses
Leotards	School uniforms
Dance shoes	Dress up and imaginary play clothing
Karate uniform and belts	
Extracurricular class and camp t-shirts that are required to participate	
Sport uniforms	
Dance uniforms and costumes	
Theatrical costumes	
Uniforms for competitive sports teams	

CONSENT
DECEMBER 13, 2023

SUBJECT

Appointments to the Curricular Materials Selection Committee

REFERENCE

2015	The State Board of Education approved the 2015 Curricular Materials Selection Committee appointments.
2019	The State Board of Education approved the 2019 Curricular Materials Selection Committee appointments.
2020	The State Board of Education approved the 2020 Curricular Materials Selection Committee appointments.
2021	The State Board of Education approved the 2021 Curricular Materials Selection Committee appointments.

APPLICABLE STATUTE, RULE, OR POLICY

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 Selection Committee helps to provide equity in the quality of instructional materials available to Idaho’s public schools. The Committee recommends instructional materials for adoption by the State Board of Education (Board). Upon adoption by the Board, the State Department of Education contracts with the publishers of the materials, ensuring that all public schools, regardless of size, have the choice to purchase these quality materials at a low, contracted price.

Section 33-118a, Idaho Code and IDAPA 08.02.03.128, set forth criteria for membership on the Curricular Materials Selection Committee (Committee). Committee members are appointed by the Board for a period of five (5) years. In accordance with IDAPA 08.02.03.128, 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, and State Department of Education (Department) personnel. The Executive Secretary is an employee of the Department and a voting member of the Committee.

To fill current and upcoming vacancies on the Committee, nominations were sought from school districts, parent organizations, and Department staff. Resumes and other application materials for interested individuals are attached.

**CONSENT
DECEMBER 13, 2023**

Nominees for appointment include:

- Kristi Enger
- Emalee Merrell
- Bernadette Edwards
- Jessica Geiger
- Kristen Pomerantz
- Lisa Olsen

The Department recommends the appointment of all nominees.

IMPACT

Appointment of Curricular Materials Selection Committee members ensures statutory compliance. Once nominations are approved, the committee can begin reviewing curriculum for anticipated recommendations to the Board in 2024.

ATTACHMENTS

- Attachment 1 – Current Curricular Materials Selection Committee Members
- Attachment 2 – Kristi Enger Application Materials
- Attachment 3 – Emalee Merrell Application Materials
- Attachment 4 – Bernadette Edwards Application Materials
- Attachment 5 – Jessica Geiger Application Materials
- Attachment 6 – Kirsten Pomerantz Application Materials
- Attachment 7 – Lisa Olsen Application Materials

STAFF COMMENTS AND RECOMMENDATIONS

The nominees appear to fulfill the requirements for the composition of the curricular materials review committee as described in IDAPA 08.02.03.128.

Board staff recommends approval of all nominees.

BOARD ACTION

I move to approve the request by the State Department of Education to appoint Kristi Enger to the Curricular Materials Selection Committee for a five-year term, effective December 13, 2023 and ending December 13, 2028, representing Career Technical Education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the State Department of Education to appoint Emalee Merrell to the Curricular Materials Selection Committee for a five-year term, effective December 13, 2023 and ending December 13, 2028, representing the State Department of Education.

**CONSENT
DECEMBER 13, 2023**

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the State Department of Education to appoint Bernadette Edwards to the Curricular Materials Selection Committee for a five-year term, effective December 13, 2023 and ending December 13, 2028, representing local school board members.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the State Department of Education to appoint Jessica Geiger to the Curricular Materials Selection Committee for a five-year term, effective December 13, 2023 and ending December 13, 2028, representing parents.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the State Department of Education to appoint Kirsten Pomerantz to the Curricular Materials Selection Committee for a five-year term, effective December 13, 2023 and ending December 13, 2028, representing higher education.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request by the State Department of Education to appoint Lisa Olsen to the Curricular Materials Selection Committee for a five-year term, effective December 13, 2023 and ending December 13, 2028, representing Idaho certified educators.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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
Stacey Jensen Term Expires: September 30, 2026	Certified Idaho Classroom Teacher Pocatello/Chubbuck School District #25
Robyn Hill Term Expires: February 28, 2026	Certified Idaho Classroom Teacher Nampa School District #131

Committee Member	Stakeholder Group
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

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

October 10, 2023

Chrystal Allen, Curricular Materials Coordinator
Idaho State Department of Education
650 W State Street
Boise, ID 83720

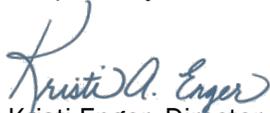
REQUEST FOR RENEWAL AS CURRICULAR MATERIALS SELECTION COMMITTEE MEMBER

Please accept this letter as my formal request to remain a member of the Curricular Materials Selection Committee for another term. My current term expires May 31, 2024.

I have appreciated the process that Idaho takes in carefully reviewing curricular materials for use in Idaho K-12 schools. As an educator and a director of educator certification at the state level, I believe our process thoughtfully offers districts thorough and reliable evaluations that allow districts to make informed decisions when purchasing curricular materials that align Idaho learner standards and competencies. As a result, districts can expend limited resources for greater impact.

I appreciate the opportunity to be considered for another term. Should you have additional questions, please do not hesitate to contact me.

Respectfully,



Kristi Enger, Director
Certification and Professional Development

EMALEE MERRELL

PROFILE

To serve the districts, schools and students of Idaho as a life long learning with a passion for excellence.

EXPERIENCE

COORDINATOR: PROFESSIONAL LEARNING COMMUNITY AND TIERED SYSTEM OF SUPPORTS, IDAHO DEPARTMENT OF EDUCATION;

BOISE, ID — 2023-PRESENT

Provide instructional leadership to district and building personal in the implementation of Professional Learning Communities at the state level.

ASSISTANT PRINCIPAL, GEM PREP MERIDIAN PUBLIC CHARTER SCHOOL;

MERIDIAN, ID — 2021-2023

Provide instructional leadership to staff including, professional development, observation and evaluations. Work with parents and community to communicate and deliver Gem Prep mission and vision of a college preparatory school.

SOCIAL STUDIES ACADEMIC COACH, WEST ADA SCHOOL DISTRICT #2;

MERIDIAN, ID — 2019-2021

Work with teachers to build a guaranteed and viable curriculum with priority standards and proficiency scales for all K-12 Social Studies courses. Create and deliver professional development opportunities district wide, focusing on instructional strategies and online platforms. — Committees: Social Studies Educational Preparatory Program Review Idaho Department of Education, Instructional Strategies Playbook, MTSS, District Certification Team HRS Level 2.

SOCIAL STUDIES TEACHER, MERIDIAN TECHNICAL CHARTER HIGH SCHOOL ;

MERIDIAN, ID — 2011-2019

Taught US History 10 and American Government in a blended learning environment. Developed curriculum for U.S. History 10 Survey, American Government 11 Dual Credit College of Western Idaho Pols 101, Contemporary World Issues 11 Culture and Conflicts — Committees: Standard and Curriculum review for Idaho Department of Education 2015, School Accreditation Team 2017, Conversations Across Time-Teaching American History Grant, Idaho Mastery Educators Network Team, and Student Government Adviser.

EDUCATION

University of Idaho, Boise, ID — Spring 2009

EDUCATIONAL LEADERSHIP — MASTERS OF EDUCATION

CERTIFICATE IN: SCHOOL PRINCIPAL (PRE-K-12)

ADDITIONAL TRAINING: IMEN, DANIELSON MODEL TRAINING

Boise State University, Boise, ID — Fall 2006

SECONDARY EDUCATION-HISTORY — BACHELOR OF ARTS — MINOR POLITICAL SCIENCE

CERTIFICATES IN: HISTORY, POLITICAL SCIENCE, SOCIAL STUDIES, AND ENGLISH (6-12)

BERNADETTE EDWARDS

NATIONAL ACADEMIC ADVISOR

Experience

Professional Realty Services **2020-Present**
Realtor
Maximize efficiency in marketing and client satisfaction. Over 50 transactions each year in a market of 4000 people, with \$12 million dollars in annual sales.

Superintendent of Public Instruction - Elect, Idaho **Present**
Transition Team Member
One of twenty-two members selected from the State of Idaho to assist the Superintendent Elect in staffing and organization of the State Department of Education, in addition to helping develop the K-12 budget revision and funding priorities for next year, building policy around skills and career readiness in K-12, parental empowerment, and other priorities for the Idaho State Department of Education.

Mountain View SD 244 **2021-Present**
School Board Member
Develop a 5 year academic growth strategy for the school district. Analyze financial reports. Ensure operational efficiency. Communicate positively with constituents.

Mountain View School District **2007-2020**
Teacher, Athletic Director, Mentor
Renaissance Building/District Manager. Teach reading, careers, CAD and 3D printing, woodshop, math, reading, Spanish, keyboarding, computers, driver's education, social studies, science, physical education and health. Maintain a classroom website and technology in the building. Supervise and streamline all extracurricular schedules, teams, referees, sports staff, and coaches. Grant Program Manager.

USDA Forest Service **2001-2007**
Firefighter, National Intelligence Dispatcher
Design and maintain website fs.fed.us/r1/nezperce/gvc. Train high-level firefighters to instruct fire courses. Disseminate data through national reports and GIS mapping. Fleet Management, Employee Hiring and Managing.

Escuela Bilingue Honduras **2000-2001**
Teacher, Spanish
Teach mathematics, science, language, PE and reading to Honduran students. Intermediate Spanish classes and introduction to ESL courses.

NASA EOS Education Project **1997-2000**
Curriculum Review, National Trainer
Present NASA Scientific technologies to educators at national conferences with a 30 laptop lab. Evaluate NASA subcontracts with other university and government entities. Hire teachers and coordinators to work with the grant.



Expertise

Strategic Vision and Planning
Drive to Execute
Strong Communication
Public Speaking
Motivational Mentality
Growth Mindset
Effectively Collaborates
Fosters Employee Engagement
Inspirational Leadership
Supportive Coaching
Targeted Training
Renaissance User Perspective

Education

2019
Master in Ed. Leadership
Ed. Administrator Certification

2004
Master in Education
Teacher Certification

1999
Bachelor of Science
Forestry
Resource Conservation
Fire Management

Contact

[Redacted contact information]

BERNADETTE EDWARDS

TRUSTEE, EDUCATIONAL SPECIALIST

TO WHOM IT MAY CONCERN,

I am submitting this letter of interest for the Curricular Materials Selection Committee at the Idaho State Department of Education.

I understand how important curriculum is for the success of students, teachers, and districts academically. The districts and educators use the suggestions of the State Department of Education to guide their curriculum selection and further their instruction. These districts also invest a lot of money into those curriculums in hopes that they will give their students an advantage. Those suggestions must be deeply vetted for success.

I earned a Masters in Educational Leadership recently but more importantly, I taught at many different grade levels for fourteen years. That experience solidified the importance of curriculum.

I spent a year in Honduras teaching, where they had little funds but they knew the importance of curriculum. They put curriculum first and their students benefited from research-based organized instruction.

My email is bedwardsidaho@gmail.com and my cell is 208-553-5101. Feel free to reach me in whatever way works best for you. Thank you for your time and attention, and I look forward to hearing from you soon.

With best regards,

Bernadette Edwards

BERNADETTE EDWARDS

Jessica Geiger

jessjgeiger@gmail.com

SKILLS

- Ability to work with diverse populations
- Impeccable customer service
- Data collection
- Experience training others
- Microsoft Office Suite
- Solution oriented
- Interpersonal skills
- AR/AP
- Enhanced critical thinking and problem solving skills
- Current background check
- CPR/1st Aid
- Goal driven
- Budgeting
- Program Management Experience

Extensive experience working with children from birth to age 6

EXPERIENCE

North Idaho College Head Start, Cd'A, ID,

Health and Nutrition Services Manager

March 2022 - PRESENT

- Assure implementation of all Head Start Performance Standards, policies, and procedures for health services.
- Design and deliver training.
- Site monitoring and compliance verifications.

North Idaho College Head Start, CdA, ID and Rathdrum, ID -

Supervisor of multiple Head Start sites and classrooms

May 2019 - May 2022

- Responsible for supervision of 10+ employees, coordinating and monitoring all center operations, program planning, fiscal responsibilities, and strategic planning.
- Management of enrollment and recruitment, development and enhancement of community collaboration, and facilitation of parent involvement.

North Idaho College, CdA, ID - Sr. Administrative Assistant

August 2013 - May 2019

- Responsibilities include performing a variety of complex, diverse and confidential duties that involve exercising independent judgment and discretion, multi-tasking with efficiency, maintaining accuracy, and supervising 10+ employees.

- Serve as a central point of contact with other departments and external constituencies in the resolution of a variety of day to day matters.

North Idaho College, CdA, ID - Classroom Teacher/Head Start Teacher

August 2008-August 2013

- Responsible for planning, implementing, individualizing and evaluating classroom curriculum as well as maintaining positive parent/teacher relationships.
- Participated in conferences, home visits, screenings, and assessments.

Nickel's Worth, CdA, ID - Classifieds Manager and Editor

July 2001 - July 2008

- Oversee all aspects of the classified ads department including editing, billing, collections, and supervising a staff of 5.

Family Biz Kids, Edmonds, WA - Educator

June 2012 - PRESENT (Contracted position one week each year, late June)

- Plan and create tailored programs for children, youth, and the next generation to support their development, cultivate their commitment to family enterprise and nurture the continuity of family relationships.
- Teach concepts and strategies that families can use to communicate and resolve conflicts among themselves.
- Explore children's talents, leadership assets, and predisposed interests.

EDUCATION

University of Idaho, CdA - M.S. Adult Organizational Learning and Leadership

August 2011 - May 2013

This degree offered mastery in understanding, analyzing and applying organization development theory and methods, transformative learning processes and strategic thinking, development of personal leadership capacity, and evaluation of intervention options for facilitating healthy organizational change.

COMMUNITY OUTREACH

Board Director Inland Northwest SIDS Foundation 2014-2015

Child Passenger Safety Tech, Safe Kids Worldwide 2009-present

Certified Safe Sleep Educator, Cribs for Kids, 2013-present

Panhandle Health District Medical Corp Reservist 2020-present

Hello,

I am interested in sitting on the Curricular Materials Selection Committee as I currently have a child attending the Lakeland School District, and another who will join in 2025. I have had 6 children attend 4 different public districts in Idaho over the last 17 years and have been active in all of their academics.

I am dedicated to public education outside of the attendance of my own children as well, and would love to provide insight and direction on curriculum materials. I have a Master's of Science in Education, as well as an undergraduate degree in Child Development.

Please feel free to reach out with any questions.

Warm Regards,
Jessica Geiger

CONSENT
DECEMBER 13, 2023
CURRICULUM VITAE
University of Idaho

ATTACHMENT 6

NAME: Kirsten L. Pomerantz

DATE: August 19, 2023

RANK OR TITLE: Instructor

DEPARTMENT: Curriculum and Instruction

OFFICE LOCATION AND CAMPUS ZIP: Harbor Center, Coeur d'Alene 83814

OFFICE PHONE: 208-292-2527

EMAIL: kpomerantz@uidaho.edu

WEB: <https://www.kirstenpomerantz.us/home>

DATE OF FIRST EMPLOYMENT AT UI: August 2020

DATE OF TENURE: Untenured

DATE OF PRESENT RANK OR TITLE: August 2020

EDUCATION BEYOND HIGH SCHOOL:

Degrees:

Master of Education, K-12 Special Education, University of Idaho, December 2012

Secondary Science CLAD (Cross-Cultural, Language, and Academic Development)

Certification, California State University, Chico, CA, May 2002

Bachelor of Arts, Cultural Anthropology, University of California, Santa Cruz, CA,

December 1996

Certificates and Licenses:

Idaho Exceptional Child Generalist K-12 (expires 8/31/26)

Idaho English 6-12 (expires 8/31/26)

Idaho Mathematics 6-12 (expires 8/31/26)

Idaho Earth and Space Science 6-12 (expires 8/31/26)

EXPERIENCE:

Teaching, Extension, and Research Appointments:

University Faculty

Instructor in Curriculum and Instruction, University of Idaho, August 2020 – present

Credentialed Teaching

- High School English Teacher, Lake City High School, September 2013 – July 2020
- AP Literature Exam Reader, ETS/College Board, Kansas City and Salt Lake City, June 2018, 2019, 2020
- Special Education Teacher, Lake City High School, Coeur d'Alene, September 2012 – June 2013
- Math Teacher, Direct Care Staff, and Transition Specialist, Innercept LLC, Coeur d'Alene, November 2008 – August 2012
- Keyboarding Instructor, Title I assistant, and playground child supervision, Atlas Elementary, Coeur d'Alene, September 2008 – November 2008
- Substitute Teacher, grades 1-12, California and Idaho, 2000-02, 2008
- 5th - 7th Grade Teacher, School Indigo, Coeur d'Alene, January 2007 – March 2007

- Science Teacher, Lindhurst High School, Olivehurst, CA. August 2002 – December 2002

Academic Administrative Appointments:

Lake City High School

- Building Leadership Team, elected position, 2019-2020
- English Department Chair, elected position, 2018-2019
- Student Teacher Mentor Teacher, appointed position, 2017-2018, 2020

Non-Credentialed Educational Employment and Volunteer Work:

- Academic Tutor, Northwest College Support, Cultivation Counseling, CDA, ID, 2012-2013
- Pre-Camper Coordinator, Darshan Meditation Camp, Science of Spirituality, VA, 2007
- In-Home Child Care, infants through primary grades, CDA, ID, 2003-2004, 2007-2008
- Teacher, Elementary English and math and high school math, Great Success School, Cupertino, CA, 1997
- Environmental Educator, Environmental Volunteers, Palo Alto, CA, 1997

Office Work, Program Coordination, and Management/Leadership:

- EF Tours Group Leader, Lake City High School to Western and Central Europe, 2019, 2023
- Poetry Out Loud Competition organizer, Lake City High School, 2020
- Volunteer Program Coordinator, Coeur d'Alene Safe Routes to School, 2008
- Site Coordinator and Instructor, Science Adventures, June 2000 – September 2000
- Site Coordinator, San Jose LEARNS elementary after-school program, San Jose Parks and Recreation, August 1999 – December 2000
- Program Director, Santa Cruz Service Corps (AmeriCorps), August 1998 – October 1999
- Community Organizer, Environmental Action, Greenstone Grassroots Campaigns, Santa Cruz, CA, 1995-1996
- Residential Assistant/Program Assistant, EF! Education, Santa Clara University, CA, 1994
- Parish Office Receptionist, St. Martin of Tours, San Jose, CA, 1986-1987

Internship Experiences:

- Office Assistant (Work Study), UCSC Business Administrative Systems/Business Process Redesign (BAS/BPR), Santa Cruz, CA, 1994-1995
- Librarian/Archivist, Space Research Assistant, Foothill Community College District Internship Program, NASA/Ames Research Center, Moffett Field, CA, 1992-1993

TEACHING ACCOMPLISHMENTS:

Areas of Specialization:

Elementary Education: Literacy, Intervention, Social Studies
Clinical Practice and Placement

Assessment and Accreditation
Instructional Design and Pedagogy
Culturally Responsive Teaching
Special Education

Courses Taught:

University of Idaho

Fall 2023

EDCI 201: Contexts of Education, co-teach with Dr. Brant Miller (68 students)
EDCI 302: Teaching Culturally Diverse Learners, Zoom class meetings (18)
EDCI 466: Literacy Assessment and Intervention, online/optional Zoom (22)
EDCI 499: Directed Study: Theory and Practice of Elementary Literacy (EDCI 320) (1)

Spring 2023

EDCI 241: Introduction to the Study of Language, online-only (29 students)
EDCI 320: Teaching Reading and Literacy, in-person (8)
EDCI 401: Internship Seminar, online/Zoom, co-taught with Dr. Corey McKenna (23)
EDCI 409: Integrated Elementary Practicum Methods II, in-person, co-taught with Dr. Corey McKenna (8)
EDCI 466: Literacy Assessment and Intervention, online/optional Zoom (20)

Fall 2022

EDCI 302: Teaching Culturally Diverse Learners, in-person (9 students)
EDCI 328: Elementary Social Studies Education, in-person (8)
EDCI 408: Integrated Elementary Practicum Methods I, online/Zoom (8)
EDCI 466: Literacy Assessment and Intervention, online-only (20)

Summer 2022

EDCI 241: Introduction to the Study of Language, online-only (4)
EDCI 301: Learning, Development, and Assessment, online-only (13)
EDCI 320: Teaching Reading and Literacy, online-only (2)
EDCI 543: Learning, Development, and Assessment, online-only (9)

Spring 2022

EDCI 320: Teaching Reading and Literacy, in-person (12)
EDCI 321: Literature for Children, in-person (12)
EDCI 322: Teaching Writing/Language Arts, in-person (12)
EDCI 401: Internship Seminar, online/Zoom (16)
EDCI 409: Integrated Elementary Practicum Methods II, in-person (12)
EDCI 466: Literacy Assessment and Intervention, online-only (37)

Fall 2021

EDCI 302: Teaching Culturally Diverse Learners, hybrid, co-taught with Dr. Vanessa Anthony Stevens (48)

EDCI 328: Elementary Social Studies Education, in-person (9)
EDCI 408: Integrated Elementary Practicum Methods I, online/Zoom (10)
EDCI 466: Literacy Assessment and Intervention, online/Zoom (19)
EDCI 544: Teaching Culturally Diverse Learners, hybrid, co-taught with Dr. Vanessa Anthony Stevens (5)

Summer 2021

EDCI 241: Introduction to the Study of Language, online-only (2 students)
EDCI 302: Teaching Culturally Diverse Learners, in-person (4)

Spring 2021

EDCI 320: Teaching Reading and Literacy, in-person (12)
EDCI 321: Literature for Children, hybrid (11)
EDCI 322: Teaching Writing/Language Arts, in-person (13)
EDCI 401: Internship Seminar, online/Zoom (20)
EDCI 409: Integrated Elementary Practicum Methods II, in-person (12)
EDCI 466: Literacy Assessment and Intervention, online/Zoom (36)

Fall 2020

EDCI 302: Teaching Culturally Diverse Learners, hybrid, co-taught with Dr. Vanessa Anthony Stevens (41)
EDCI 328: Elementary Social Studies Education, in-person (13)
EDCI 408: Integrated Elementary Practicum Methods I, online/Zoom, co-taught with Dr. Taylor Raney (13)
EDCI 544: Teaching Culturally Diverse Learners, hybrid, co-taught with Dr. Vanessa Anthony Stevens (5)

Lake City High School

Basic English 9, 10, 11: Core English, modified curriculum, pacing, and supports, 2013-2020
English 9, 11: Core English course, 2013-2020
Advanced Placement (AP) Literature and Composition, 2015-2020
Science Fiction and Fantasy Reading and Writing, English elective, 2016-17
Seminar for Success (Tier 2 PBIS course), elective/selected by administrators, 2017-2020
Sources of Strength, elective/student leadership, 2019-2020

Students Advised:

Undergraduate Students:

Fall 2023: 33 advisees, 12 prospective students
Spring 2023: 40 advisees, 19 prospective students
2022 completed B.S. Ed: Alania Chambliss, Elizabeth Giampietro, Michael Martin, Rachel Pond, Micah Valentine, Toriana Wilson; Bethany Newtonson BS Ag Ed
Fall 2022: 50 advisees
Spring 2022: 33 advisees
Fall 2021: 24 advisees
2021 completed BS Ed: Dalton Fry, Elementary Education with a secondary math

endorsement

2020-2021: Krista Olmstead, BS Ed, Spring 2021

University Supervisor:

Current student, Anticipated graduation Fall 2023

Alexia Peck, Graduated in Spring 2022

McKenna Henderson, Graduated Fall 2021

Sierra Hicks, Graduated in Spring 2021

Graduate Students:

Materials Developed: (non-scholarship activity)

In development: Edits to Elementary Education program materials and description on UI website, Spring-Fall 2023

In development: Advising guide for elementary education program online strand, Spring-Fall 2023

Praxis guide, University of Idaho Gary Strong Library Guide (LibGuide), co-developed with Marco Seiferle-Valencia, published on UI website Spring 2023

Updated the Teacher Education Lesson Plan Template, Spring 2021, Spring 2023

Co-developed longitudinal tracking of student progress over teacher certification program, 2022-2023

Praxis overview, study resources, and content overview, Spring 2022

Clinical placement database of North Idaho schools, teachers, 2020 – present

Updated Coeur d'Alene Practicum Handbook, 2020 – 2021

Revised Curriculum and Instruction Department Lesson Plan Template, 2021

Every Kid on Tubbs Hill – 4th-grade field trip kits for Coeur d'Alene area students – with Jessica Bryant and the Tubbs Hill Foundation – In Progress, 2020 – 2022

Courses Developed:

Course update and re-design EDCI 241 for student-supportive asynchronous online delivery

Course re-design and transition to Canvas (Learning Management System) for EDCI 320, 321, and 322, Spring 2022

Seminar for Success – Elective, Tier 2 intervention at Lake City High School

Sources of Strength – Elective, upstream suicide-prevention program at Lake City High School, 2018-2020

Non-credit Classes, Workshops, Seminars, Invited Lectures, etc.:

"Toward Inclusive Teaching, Research, Outreach and Service" Roundtable member for UI 2023 New Faculty Orientation, August 2023

"Idaho's Gifts to This Yardener": Kootenai County Democrats annual huckleberry social, July 2023

"Introduction to the Charlotte Danielson Framework for Teacher Evaluation" and

"Connecting the University of Idaho Lesson Plan Template to Indigenous Pedagogies": 5th Annual IKEEP Teacher Mentor Summit: University of Idaho (30 participants), March 3-4, 2023.

“Planning for Tomorrow and Beyond: A Deep Dive into the Elements of a Formal Lesson Plan”: Idaho Education Association Summer Institute: *Into the Future*. 90-minute web-only session (28 participants) and a 90-minute live session (20 participants), July 27 and 30, 2022.

“Utilizing Jigsaw for Group Learning and Active Collaboration”: University of Idaho 7th Annual Active Learning Symposium. Co-presenter, 50-minute web-only session, 12 participants, May 3, 2022

“Praxis Introduction and Overview” and “Praxis Reading Teacher Exam” presentations on Zoom to five attendees, recorded and shared in multiple formats for teaching candidates, spring 2022

“How Psychology Can Help Cultivate Compassion”: Idaho Coaching Network (ICN) Statewide Conference: *Passion and Purpose*. 70-minute interactive Zoom presentation, 22 participants, April 24, 2021

Top Scholars’ Breakfast speaker. Lake City High School Top 10 Scholars’ Breakfast address, nominated by the scholars, 2018, 2020

Community Dialogue facilitator for Coeur d’Alene Education Partnership’s Board Development and solicitation of community input, 2019

“Tips and Tricks for Working with Kids from Hard Places: TBRI Principles.” Idaho Art Educators Conference, 2019

“Introduction to Google Apps for any classroom” at the North Idaho STEM Conference, Coeur d’Alene, ID, 2019

Coeur d’Alene School District: An Introduction to Elements of Attachment Theory and its Application to Students with Trauma (TBRI), 2019

Teacher of the Year speeches: CdA Chamber of Commerce New Teachers’ Reception, CdA Rotary Club’s Regional Top Scholars’ breakfast, and the Coeur d’Alene Education Association’s Educator Recognition and Retirement Dinner, 2018-19

“Cultivating in a Fertile Garden.” Poster Presentation at the North-West Regional PBIS Conference, Tacoma, WA, 2018

Lake City High School’s PBIS team (four teacher members) co-presented on our work in a breakout session at Idaho PBIS Conference, Boise, ID, 2018

Co-presenter, “Multi-modal Composition,” with Gwen Reed at Coeur d’Alene school district cross-district collaboration, 2016

Honors and Awards:

Nominee, Hoffman Award in Teaching Excellence, 2023

Selected by Top Ten Graduating Seniors to deliver awards speech, 2018, 2020

Idaho Master Educator Award, Master Educator Premium, 2019

North Idaho Student Awards Recognition (NISTAR) Valedictorian’s Honored Teacher, 2019

Coeur d’Alene School District Teacher of the Year, 2018

SCHOLARSHIP ACCOMPLISHMENTS:

Refereed/Adjudicated:

CAEP Team Observer and Backup writer, spring 2023 – fall 2023

ETS/Praxis Standards-Setting for Elementary Education Content-Specific Exams under

development, December 2020

Reader – AP Literature and Composition Exam, ETS/College Board, 2018, 2019, 2020

Reviewed and coached valedictorian and salutatorian graduation speeches at Lake City High School in Coeur d’Alene, 2017 – 2020

Writing Judge: student entries for Coeur d’Alene City library story-writing competition, 2017

Presentations and Other Creative Activities:

Edited and proofread a self-published children’s story for music educator Jennifer Ristvedt-Hille, *The Joe Family from Grand Staff and the Common Sidewalk*, 2022-2023

Edited and proofread a self-published novella manuscript for Lynne Pullezzi, *What the Wind Blew In*, 2019-2020

“Teaching for Transfer, High School to College: Writing Skills” workshop co-presenter with Barbara Kirchmeier (and two others). NCTE CCCC, Portland, OR, 2017

Wrote press releases for annual events with the Coeur d’Alene Education Partnership: School Library Fundraiser “Disco Inferno” each fall, Coeur d’Alene State of the District event late each winter, and Meet the School Board Candidates each spring, 2017 – 2020

Wrote two newsletters each year for the Coeur d’Alene Education Partnership, a coalition centered around “uniting around, informing about, and promoting excellence” in our public schools, 2017 – 2020

Created a WordPress blog for The Coeur d’Alene Education Partnership, 2019

SERVICE:

Major Committee Assignments:

University of Idaho

Department:

- **Elementary Education Program Online Strand Coordinator**, December 2022 – present
- **Elementary Education Program Coordinator**, December 2020 – present
- **Teacher Education Coordinating Committee**, 2022 – present
- **Clinical Experiences Advisory Board:** UI Teacher Certification Program, 2020 – present
- University of Idaho Teacher Preparation **Assessment** (UI TPA) evaluator, 2020 – present
- **Promotion and Tenure Committee** for two clinical instructors: Department of Curriculum and Instruction, September 2021
- **Three-Year Review Committee** for two clinical instructors: Department of Curriculum and Instruction, January 2021

College:

- **Assessment and accountability** pilot, Canvas and Anthology, Spring 2023
- **Diversity, Equity, and Inclusion Working Group** Member: College of Education and Health and Human Sciences, September 2021 – present
- **EHHS Safety Committee**, 2022 - present
- **College Curriculum Coordinating Committee**, 2022 – present
- **College Scholarship Coordinating Committee**, 2022 – present

- **Student Services Coordinator Search Committee:** College of Education and Health and Human Science, September 2021

University:

- **Continuing Adult Professional Education Committee (CAPE),** August 2023 – present
- **University Safety and Loss Coordinating Committee (USLCC),** August 2022 – present
- **Common Read Committee:** University of Idaho, 2020 – present

Lake City High School

- **Building Leadership Team Representative,** 2019 – 2020
- **PBIS Team Leader,** 2016 – 2019
- **District Technology Advisory Council Member,** 2012-2018
- **Team Member,** Renaissance Team & REACH Committee, Lake City High School, Coeur d'Alene, ID, 2016-2017
- **Junior Class, Sophomore Class Co-Advisor,** Lake City High School Student Council, Coeur d'Alene, ID, 2014-2017
- **School District 271 Representative,** Coeur d'Alene Pedestrian and Bicycle Advisory Committee, 2012-2016
- **Common Core Alternate Assessment Planning Advisor,** National Center and State Collaborative (NCSC) / Idaho Community of Practice (COP), 2012-2013

Professional and Scholarly Organizations

Society for Information Technology and Teacher Education (SITE), 2023-present
Society for the Scientific Study of Reading (SSSR), 2023-present
Association of Teacher Educators (ATE), 2022-present
International Literacy Association (ILA), 2020-present
Idaho Education Association (IEA), 2012-present
National Council for Social Studies (NCSS), 2020-2023
National Association of Multicultural Education (NAME), 2020-2021

Outreach Service:

- **Clinical Placement, Community Partner, Region 1** for elementary education program (k-8) practicum students in Idaho's five northernmost counties and with state and regional university programs and other public and private organizations. 15-20 elementary education candidates, 10-15 secondary education candidates, 15-20 program liaisons, 2020 – spring 2023
- **Recruiter and Mentor** – transcript evaluation, degree/certification program discussions, study planning and progress monitoring, ongoing conversations. *39 advisees, 19 recruitment students, and several former students each semester,* 2020 – present
- **Latah County Historical Society and Idaho History Day Judge,** April 2023
- **ROC-On,** Steering committee member, 2023 – present
- **The Reading League – Idaho Chapter,** founding member, 2022 – present
- **Council for the Accreditation of Educator Preparation (CAEP) Site Evaluator,** 2022 – present

- **Idaho State Historical Society Educator Advisory Council**, 2022 – present
- **Welcome/Outreach Table** for Coeur d'Alene Back to School Breakfast, August 2022
- **Teacher Advisory Council for the Idaho Humanities Council**, Spring 2022 – present
- **Education Program Review Team for North Idaho College**, February 2022

Community Service:

- **Coeur d'Alene Chamber of Commerce Education Committee**, August 2021 – September 2022
- **Scripps Spelling Bee Judge** for regional competition, Spring 2022
- **Selection Committee for Coeur d'Alene School District's Teacher of the Year**, 2019, 2021
- **Volunteer Coordinator**, GizMotion / GizmoCDA, Coeur d'Alene, ID, 2017, 2018
- **Classroom Volunteer and PTA member**, Sorensen Elementary School, 2009-2015
- **Wolf Den Leader**, Cub Scout Pack 205, Old Missions District, Inland Northwest Council, Coeur d'Alene, ID, 2012-2013
- **Volunteer**, University of Idaho Student Advisory Group, Coeur d'Alene, ID, 2011-2012
- **Board Member, Religious Education Director**, North Idaho Unitarian Universalist Church, Coeur d'Alene, Idaho, 2008-2009
- **Representative of School District 271/Walking Community**, City of Coeur d'Alene's Pedestrian and Bicycle Advisory Committee, 2008
- **Secretary**, Kootenai-Shoshone County Green Party, 2004
- **Office Volunteer**, Chico Peace & Justice Center, CA, 2001-2002
- **Secretary, Member**, Santa Cruz Live Oak Grange #503, Santa Cruz, CA, 1998-99
- **Board Member, Membership Committee Chair**, Santa Cruz County Environmental Council, Santa Cruz, CA, 1999
- **Community Participant**, Community Discussion/Education Groups, 1997
- **Transcriptionist**, National Radio Project, Making Contact, Portola Valley, CA, 1997
- **Member and Delegate**, Santa Clara County Green Party, CA, 1997
- **Member**, San Jose Peace Center, 1997
- **Office Volunteer**, Santa Cruz Resource Center for Nonviolence, Santa Cruz, CA, 1995
- **Activities Chair**, DeAnza Science and Technology Society, 1993
- **Member**, DeAnza Phi Theta Kappa Club, 1993
- **Office Volunteer** for SETI (The Search for Extra-Terrestrial Intelligence) at NASA/Ames, 1993
- **Therapy Assistant**, Random Canyon Therapeutic Horseback Riding Program, PA, 1988

PROFESSIONAL DEVELOPMENT:

Workshops and seminars attended:

Idaho Dyslexia Professional Development, three online sessions for currently certified teachers, Spring 2023

Association of Teacher Educators (ATE) Annual Meeting in Jacksonville, FL, March 2023

5th Annual IKEEP Teacher Mentor Summit: University of Idaho, March 2023

Comprehensive Orton-Gillingham Plus (k-2) 30-hour Training; Institute for Multi-Sensory

Education (IMSE), December 2022
IKEEP Retreat (Indigenous knowledge, history, curriculum workshops), October 2022
Teaching and Learning Collaborative (PLC), College of Education and Health and Human Sciences, 2022 – present
ALER (Association of Literacy Educators and Researchers) Virtual Professional Development Summit, November 2020
AP Literature Learning Partner, College Board, 2019 – 2020
Master Educator Premium Portfolio Evaluation, 2019
Karyn Purvis Institute, TBRI Practitioner Training, 2019
Sources of Strength and QPR training, 2018 – 2019
Idaho Coaching Network, Cohort #6 and Returning Teacher, 2018 – 2020
AP Institute: AP Literature and Composition, 2015 – 2017, 2019
ENACT Statewide Institute, college and high school writing collaborative, 2016
Summer Teacher Institute, Idaho Humanities Council at Boise State (LBJ, Wallace Stegner), 2016, 2017
Grace Nixon Institute Graduate level English classes, University of Idaho, 2014, 2017

Scholarship:

Judge: Idaho History Day student presentations, Latah County Historical Society and Idaho History State Historical Society, Moscow, ID, Spring 2023
Judge: College of EHHS Research Symposium, undergraduate poster presentations, 2021 – present
Student: ED 574: Qualitative Research Methods, Dr. Anne Kern, Fall 2021

Outreach:

Collaborations with literacy specialists (Title 1 teachers) in Coeur d'Alene and Moscow schools – EDCI 302 "WIN Time" practicum (8 students); EDCI 466: 2 students at Lena Whitmore, 2 at Russell Elementary, 3 at Winton Elementary, Fall 2021 – present
CAEP (Council for the Accreditation of Educator Preparation) Site Evaluator training, 2022

Administration/Management:

Student EDAD 509: Educational Policy and Politics for Education Leaders, Spring 2022

KIRSTEN POMERANTZ

kpomerantz@uidaho.edu

16 October 2023

Chrystal Allen, Curricular Materials Program Specialist
Idaho State Department of Education
650 W State St, Boise, ID 83702

Dear Chrystal Allen:

I am interested in serving on the Idaho State Curricular Materials Selection Committee. I am an Idaho Certified Teacher and a faculty member with the University of Idaho's Teacher Education Program in the Curriculum and Instruction Department and believe that I could be of service in this role.

I have been an educator for thirty years, teaching in a wide variety of settings and ages and I have been a certified teacher since 2002. I hold multiple certifications and have taught third grade through twelfth grade in English, mathematics, science, and special education. I have been a member of a variety of national and international professional organizations and have participated in numerous aspects of instructional design, assessment, and curricular planning for the past twenty years. I have particularly strong and diverse background in navigating whole learner experiences balanced with content standards and appropriate instruction. I am passionate about preparing today's students for tomorrow's world and now work primarily through the lens of teacher preparation and support.

I believe that I can apply this lifetime of knowledge and experience to working in a team to inspect and select curriculum that is beneficial to Idaho's students. I am happy to speak more to my background, interests, and strengths and look forward to the opportunity to serve on the Idaho State Curricular Materials Selection Committee.

Sincerely,

Kirsten Pomerantz

October 25, 2023

Chrystal Allen, Curricular Materials Coordinator
Idaho State Department of Education
650 W State Street
Boise, ID 83720

**REQUEST FOR RENEWAL AS CURRICULAR MATERIALS SELECTION COMMITTEE
MEMBER**

Please accept this letter as my formal request to remain a member of the Curricular Materials Selection Committee for another term. My current term expires April 24, 2024.

I have appreciated serving on this committee and the care that Idaho takes to ensure that curricular materials are evaluated and meet the needs of the individual districts. Allowing teachers to review the materials provides a reliable source of information before schools purchase materials. I have appreciated the knowledge that I have gained through this process, and the information that I share with my district and fellow teachers. I am grateful that Idaho continues to evaluate the process to ensure that it is meeting high standards.

I appreciate the opportunity to be considered for another term. Should you have additional questions, please, do not hesitate to contact me.

Respectfully,

Lisa J. Olsen

M.Ed
Thunder Ridge High School
Secondary English; Certified Language Therapist-in training

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STATE DEPARTMENT OF EDUCATION

SUBJECT

Emergency Provisional Certificate Recommendations

REFERENCE

April 2019	Board approved SDE recommendations for processing emergency provisional certificates
August 2019	Board approved SDE revised procedures regarding emergency provisional certificates
August 2021	Board approved SDE revised emergency provisional certificate process
October 2022	Board approved 76 provisional certificates for the 2022-2023 school year.
December 2022	Board approved 87 provisional certificates for the 2022-2023 school year.
February 2023	Board approved 31 provisional certificates for the 2022-2023 school year.
April 2023	Board approved 14 provisional certificates for the 2022-2023 school year.
June 2023	Board approved four (4) certificates for the 2022-2023 school year.
October 2023	Board approved 16 provisional certificates for the 2023-2024 school year. Board approved procedures for processing emergency provisional certificates.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-1201 and 33-1203

BACKGROUND

Section 33-1201, Idaho Code, requires that every person who is employed to serve in any elementary or secondary school in as a “teacher, supervisor, administrator, education specialist, school nurse or school librarian” “to hold a certificate issued under authority of the state board of education, valid for the service being rendered.” Section 33-1203, Idaho Code allows the State Board of Education to authorize a provisional certificate for teachers when the candidate has at least two years of college training and an emergency has been declared. This section of code does not authorize issuance of emergency provisional certificates for pupil service staff or administrators.

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

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DISCUSSION

117 complete Emergency Provisional Certificate applications were received by the State Department of Education by October 11, 2023.

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

The SDE is requesting authorization to issue provisional certificates as presented below.

Boise Independent School District #001

1. **Applicant Name:** Cory Besch
Certificate: Provisional
Endorsement(s): English (6-12)
College Training: BA
Declared Emergency Date: 9/11/2023
Hire/Assignment Date: 8/2023
Summary of Recruitment Efforts: In spite of recruitment efforts, the school did not have any qualified applicants in their English Language Arts hiring pool who were not already under contract with other districts.

2. **Applicant Name:** Kelly Mower
Certificate: Provisional
Endorsement(s): World Language French (6-12)
College Training: BA
Declared Emergency Date: 8/14/2023
Hire/Assignment Date: 8/20/2023
Summary of Recruitment Efforts: The school had an unexpected vacancy for a French opening at Boise High School. In spite of advertising and recruitment efforts, the school is still struggling to find French teachers. The current candidate was the only applicant.

3. **Applicant Name:** Claudio Pinto
Certificate: Provisional
Endorsement(s): CTE Pre-Engineering Technology (6-12)
College Training: BA
Declared Emergency Date: 8/14/2023
Hire/Assignment Date: 8/23/2023
Summary of Recruitment Efforts: 2nd Provisional. He currently holds a CTE LOS certificate. During the 22-23 the Pre-Engineering teacher left in the middle of semester. Current candidate was brought in to fill the position. He met regularly with colleagues to ensure he was meeting standards, learning intentions, student success criteria while also making sure projects met the

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district and state standards. No applicants were received for the position. Due to staffing changes and forced transfer situations, Claudio was moved to a different school. It was an oversight on the part of the district that he already held a Provisional Certificate. The school is asking for one more year.

Joint School District No. 2 #002

4. **Applicant Name:** Logan Leavitt
Certificate: Provisional
Endorsement(s): English (6-12); Journalism (6-12); Communication (6-12)
College Training: 128 credits
Declared Emergency Date:
Hire/Assignment Date: 8/3/2023
Summary of Recruitment Efforts: On 7/7/23, the principal of IFAA received notification the current teacher for this position retired with an FTE of .5. This occurred after the teacher signed the contract for the year. The job was posted on 7/15/23 on the West Ada employment site, social media and disseminated to the school community. No properly endorsed candidates applied. Two certified candidates applied but lacked experience.

Marsh Valley Joint School District #021

5. **Applicant Name:** Sara Ries
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: BA
Declared Emergency Date: 8/14/2023
Hire/Assignment Date: 8/16/2023
Summary of Recruitment Efforts: Three teacher openings at Lava Elementary which three applicants applied. They were offered the positions, however, the candidate selected for the kindergarten opening, declined. One candidate came forward late in July for the kindergarten position. She has a degree in technology and is pursuing a degree in education.

St. Maries Joint District #041

6. **Applicant Name:** Alyssa Geldreich
Certificate: Provisional
Endorsement(s): English (6-12)
College Training: 99 credits
Declared Emergency Date: 5/29/2023
Hire/Assignment Date: 6/12/2023
Summary of Recruitment Efforts: The original English teacher resigned at the end of the 22-23 SY. The school advertised for this position and only received one qualified applicant.
7. **Applicant Name:** Sandra Smith
Certificate: Provisional
Endorsement(s): All Subjects K-8

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College Training: BA
Declared Emergency Date: 8/31/2023
Hire/Assignment Date: 8/31/2023

Summary of Recruitment Efforts: The school believed they had a candidate hired, but they rescinded the offer the day before the August 14 Board meeting. The position was immediately advertised and no applicants were received. The school was able to recruit within the district. The current candidate was hired as a para, but was then recruited by UpRiver Elementary school for the kindergarten position.

Blackfoot School District #055

8. **Applicant Name:** Tonya Houston

Certificate: Provisional
Endorsement(s): English (6-12)
College Training: AA
Declared Emergency Date: 8/30/2023
Hire/Assignment Date: 8/21/2023

Summary of Recruitment Efforts: The school posted a vacancy for an English teacher at Blackfoot High School on the district website on July 20th, 2023. An email was also sent out advertising the vacancy to all staff on that date. Three openings were available. Two were hired on an Alternative Authorization plan. One position needed to be filled.

Shelly Joint School District #60

9. **Applicant Name:** Jayleen Anderson

Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 103 credits
Declared Emergency Date: 8/3/2023
Hire/Assignment Date: 8/3/2023

Summary of Recruitment Efforts: School posted position on district website. Also contacted known teachers and invited them to apply.

Blaine County School District #061

10. **Applicant Name:** Karsyn Gerringa

Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 57
Declared Emergency Date: 8/22/2023
Hire/Assignment Date: 8/2023

Summary of Recruitment Efforts: Job was posted in March on the school district website. Published in the newspaper in April, May and several weeks in June. It was posted on job platforms and sent job notifications through school district system and reached out to community members.

Basin School District #072

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11. **Applicant Name:** Zackary Strong
Certificate: Provisional
Endorsement(s): English (6-12)
College Training: BA
Declared Emergency Date: 8/14/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: The school participated in the Boise State Career Fair for which the school interviewed one candidate who decided to take a position in the valley. The district posted the position on the district website, on the state job posting site, Facebook, Nextdoor, LinkedIn and Instagram. The current candidate applied through LinkedIn. The current candidate is enrolled with a program, but not for English. He does not meet content qualifier for English.

West Bonner County School District #083

12. **Applicant Name:** Christine Alexander
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 141 credits
Declared Emergency Date: 8/25/2023
Hire/Assignment Date: 8/28/2023
Summary of Recruitment Efforts: 41 positions vacated this school year. Principals have been interviewing and hiring across the board and sharing interviews with each other. The should could not determine how many applicants were received for this particular position due to multiple openings. All open vacancies were posted on the web app called Frontline Recruiting and Hiring. Each position was posted for two weeks. After August 21st, if any positions were left, they were left unfilled. All six applicants were hired in one capacity or another to fill open positions.
13. **Applicant Name:** Oliver Bardin
Endorsement(s): Mathematics (6-12)
College Training: MA
Declared Emergency Date: 8/25/2023
Hire/Assignment Date: 8/28/2023
Summary of Recruitment Efforts: 41 positions vacated this school year. Principals have been interviewing and hiring across the board and sharing interviews with each other. The school could not determine how many applicants were received for this particular position due to multiple openings. All open vacancies were posted on the web app called Frontline Recruiting and Hiring. Each position was posted for two weeks. After August 21st, if any positions were left, they were left unfilled. All six applicants were hired in one capacity or another to fill open positions.
14. **Applicant Name:** Alex Figueroa-Zepeda
Endorsement(s): Mathematics (6-12)

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College Training: 63 credits

Declared Emergency Date: 8/25/2023

Hire/Assignment Date: 8/28/2023

Summary of Recruitment Efforts: 41 positions vacated this school year. Principals have been interviewing and hiring across the board and sharing interviews with each other. The School could not determine how many applicants were received for this particular position due to multiple openings. All open vacancies were posted on the web app called Frontline Recruiting and Hiring. Each position was posted for two weeks. After August 21st, if any positions were left, they were left unfilled. All six applicants were hired in one capacity or another to fill open positions.

15. **Applicant Name:** Alyssa Meyn

Certificate: Provisional Certificate

Endorsement(s): English (6-12)

College Training: 80 credits

Declared Emergency Date: 8/25/2023

Hire/Assignment Date: 9/25/2023

Summary of Recruitment Efforts: 41 positions vacated the school. The 8th ELA teacher quit, three days into the school year. The position was posted on frontline recruiting, with an end date 'until filled'. On 9/21/2023, the JH interviewed the only two applicants in which neither held a certificate, but both had enough college credits for an emergency application.

16. **Applicant Name:** Jordan Munar

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: BA

Declared Emergency Date: 8/25/2023

Hire/Assignment Date: 8/28/2023

Summary of Recruitment Efforts: 41 positions vacated this school year. Principals have been interviewing and hiring across the board and sharing interviews with each other. The school could not determine how many applicants were received for this particular position due to multiple openings. All open vacancies were posted on the web app called Frontline Recruiting and Hiring. Each position was posted for two weeks. After August 21st, if any positions were left, there left unfilled. All six applicants were hired in one capacity or another to fill open positions.

17. **Applicant Name:** Murray Smith

Certificate: Provisional

Endorsement(s): CTE - Construction Trades Technology

College Training: BA

Declared Emergency Date: 8/25/2023

Hire/Assignment Date: 8/28/2023

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Summary of Recruitment Efforts: Over 40 positions vacated this school year. Principals have been interviewing and hiring across the board and sharing interviews with each other. All open vacancies were posted on the web app called Frontline Recruiting and Hiring. The position was posted from 7/19/2023-8/2/2023. During this timeframe, one applicant was received.

Lake Pend Oreille School District #084

18. **Applicant Name:** Kenneth Eldore
Certificate: Provisional
Endorsement(s): CTE HVAC Tech; Cabinet & Benchwork; Construction & Trade; Drafting & Design
College Training: BA
Declared Emergency Date: 6/1/2023
Hire/Assignment Date: 6/22/2023
Summary of Recruitment Efforts: The first choice, very qualified, declined the offer based on the offered rate of pay. Ken Eldore was their second choice. He had held a three-year LOS certificate for his program. His previous school district moved him back to a classified position, Director of Facilities. He did not pursue the LOS in year two or three nor obtain the requested endorsement. This year he left West Bonner. The school feels he is an excellent choice. The third applicant was not endorsed or experience to teach these courses.
19. **Applicant Name:** Hannah Meehan
Certificate: Provisional
Endorsement(s): Music (K-12)
College Training: 120 credits (will graduate in December)
Declared Emergency Date: 8/9/2023
Hire/Assignment Date: 6/14/2023
Summary of Recruitment Efforts: Second year provisional. FY 23 LPOSD had two elementary music teaching positions and advertised for three months. Four unqualified applicants were received and two were interviewed. Hannah was the best aligned with the needs of the school and students and the most qualified for the position. Additionally, she was able to secure housing, which eliminated the very real struggle to find adequate housing given the current housing climate in Bonner County. Hannah will also graduate in December and is enrolling CSI for the Spring 2024 semester.

Idaho Falls School District #091

20. **Applicant Name:** Meagan Denson
Certificate: Provisional
Endorsement(s): English (6-12)
College Training: BA
Declared Emergency Date: 9/8/2023
Hire/Assignment Date: 8/22/2023
Summary of Recruitment Efforts: The school interviewed 11 application. The candidate was chosen as the desired applicant based on her background in the

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content area as she had begun a program for her endorsement in another state. The school thought she would be the best fit.

21. Applicant Name: Melissa Diaz

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: AA

Declared Emergency Date: 8/11/2023

Hire/Assignment Date: 4/22/2022

Summary of Recruitment Efforts: Second year provisional. Completed 20 credits towards an education program. She worked with the school in an emergency capacity in the 22-23 school year. Evaluations are included with the application packet along with letter of support from the principal.

22. Applicant Name: Celina Egunjobi

Certificate: Provisional

Endorsement(s): Biological Science (6-12)

College Training: BA

Declared Emergency Date: 8/21/2023

Hire/Assignment Date: 8/23/2023

Summary of Recruitment Efforts: The school hired three new science teachers. Two were hired prior to the end of the school year. However, one moved out of state. The school reviewed previous applicants. Two were interested in interviewing again. The job posting was advertised until August 4, 2023. As of August 2nd, there was only one applicant who previously interviewed-other candidate signed a contract elsewhere. The position was advertised on social media, for someone who had a degree and interested in teaching science. Two more applied. On August 4th, three candidates were interviewed. Two did not have a credential and one just finished the ABCTE program; however, that candidate was not interested in teaching long-term. This candidate relayed to the hiring committee he thought he would struggle with relating to the students and struggle with classroom management. They decided the current candidate would be the best fit. Holds a BS in Chemistry.

23. Applicant Name: William Jorgensen

Certificate: Provisional

Endorsement(s): Mathematics (6-12)

College Training: BA

Declared Emergency Date: 8/10/2023

Hire/Assignment Date: 8/23/2023

Summary of Recruitment Efforts: Candidate was hired due to his Mathematics degree and previous teaching experience. He also indicated he would start ABCTE this year. Three candidates were interviewed, but none had the Mathematics degree. The school felt this was important to consider.

24. Applicant Name: MaCade Vineyard

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Certificate: Provisional

Endorsement(s): CTE Business and Technology Education (6-12)

College Training: BA

Declared Emergency Date: 8/9/2023

Hire/Assignment Date: 8/22/2023

Summary of Recruitment Efforts: As the school met with candidates, they reached out to eight candidates, including candidates who marked having certifications in place. Interviews were set up with three candidates. Three other candidates had already accepted positions, and those who were able to accept interviews included candidates who were in the process toward certification. Given MaCade's previous teaching experience, which was more extensive than the other two interviewed, the school hired MaCade.

Bonneville Joint School District #093

25. **Applicant Name:** Rebecca Burnside

Certificate: Provisional

Endorsement(s): CTE Business Technology Education

College Training: 76 credits

Declared Emergency Date: 9/13/2023

Hire/Assignment Date: 8/17/2023

Summary of Recruitment Efforts: The previously hired candidate informed the school on August 7th that he would not be teaching for the school in the 23-24 school year, two weeks prior to the beginning of school. At that time, the position was posted on the district website and the business teacher reached out to colleagues and friends about any interest in the position. Seven additional teaching candidates were found during this process with one already in the applicant pool. Only one was properly certified. The position was advertised for 11 days before an offer was made. An offer was made to a certified applicant, but the applicant declined the offer. The current candidate was the next choice.

26. **Applicant Name:** Jordan Long

Certificate: Provisional

Endorsement(s): Mathematics (6-12)

College Training: 55 credits

Declared Emergency Date: 8/9/2023

Hire/Assignment Date: 8/7/2023

Summary of Recruitment Efforts: The math position at Hillcrest High School was filled July 11th, when the applicant accepted a job at another school in Idaho Falls. The position was opened at that time. Three applicants were interviewed on August 5th and none of the applicants had a full, valid Idaho credential. The current candidate was the best applicant for the current situation and has already been working at Hillcrest for several years as a para and football coach.

27. **Applicant Name:** Karen Pretty

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Certificate: Provisional
Endorsement(s): Mathematics (6-12); Chemistry (6-12)
College Training: BA
Declared Emergency Date: 8/9/2023
Hire/Assignment Date: 8/10/2023

Summary of Recruitment Efforts: Lincoln High School is requesting a one-year provisional for the current candidate. The position for which she is being hired was posted for two and half months with no candidate having the proper endorsements for the position. Eight people applied and three were interviewed. The current candidate was the top candidate. She has a strong math and science background and has taught at the college level.

28. **Applicant Name:** Melissa Scoresby

Certificate: Provisional
Endorsement(s): History (6-12)
College Training: BS
Declared Emergency Date: 8/9/2023
Hire/Assignment Date: 8/2/2023

Summary of Recruitment Efforts: The position was advertised for two weeks starting on 7/13/2023. Six applicants were received with plans of interviewing four. The remaining two had warnings attached to their applications. Three of the four showed; one applicant did not. The remaining three did not meet the certification requirements for the position at the high school level for an Intervention Specialist. The admin team debated between all three candidates and determined Melissa to be the best candidate for the position, knowing she would need to go through the alternative authorization process to become certified. She is planning to obtain a History endorsement through ABCTE, but does not meet the content/pedagogy qualifier requirement for the Content Specialist.

Wilder School District #133

29. **Applicant Name:** Jolynn Haylett

Certificate: Provisional
Endorsement(s): World Language Spanish (6-12)
College Training: AA
Declared Emergency Date: 10/10/2023
Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: Second year provisional. The Spanish Teaching position was posted and advertised. No other applicants applied for the position. Jolynn has an AA in Spanish, is a fluent speaker, and is pursuing a BA in education. Her previous experience at the district made her the best candidate for the position.

30. **Applicant Name:** Eric Lopez

Certificate: Provisional
Endorsement(s): Physical Education (K-12); Health (K-12)

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College Training: AA

Declared Emergency Date: 10/10/2023

Hire/Assignment Date: 8/10/2023

Summary of Recruitment Efforts: Second year provisional. The PE/Health Teaching position was posted and advertised. No other applicants applied for the position. Eric has experience in the district and this position. He will also be completing his BA in Physical Education this year. It was determined that he was the most qualified person available to fill the position.

Vallivue School District #139

31. **Applicant Name:** Gary Glassco

Certificate: Provisional

Endorsement(s): Social Studies (6-12)

College Training: BA

Declared Emergency Date: 7/11/2023

Hire/Assignment Date: 8/14/2023

Summary of Recruitment Efforts: The school is having difficulties filling an academic support position for students, offering the opportunity to work on other classes while earning a credit. The current candidate holds a BA and MA and served as a principal in the private sector. He has been a classified employee for several years until his retirement.

32. **Applicant Name:** Tanya Tellez

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: AA

Declared Emergency Date: 7/11/2023

Hire/Assignment Date: 8/9/2023

Summary of Recruitment Efforts: The candidate could not qualify for the Content Specialist. Not student teaching until 2025. Second year provisional. The position was posted in Spring of 2023. Two applications were received and both were interviewed. She taught in the 22-23 school year. She established a great relationship with the parents, students and staff. She was the strongest of the two candidates.

Grace Joint School District #148

33. **Applicant Name:** Kimberly Andersen

Certificate: Provisional

Endorsement(s): All Subjects K-8; Health (6-12)

College Training: 50 credits

Declared Emergency Date: 9/13/2023

Hire/Assignment Date: 7/12/2023

Summary of Recruitment Efforts: Ads were sent to the local paper, through Facebook and word of mouth. Seven applicants were received for three open positions. Six of these individuals were interviewed. Two of the positions went to qualified applicants (already certified). The final position was a hybrid for

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Health and Kindergarten. Ms. Andersen is enrolled in a certification program and is farther along than the other candidates. Application needed to be switched to an Emergency, after the board approved her for an Alternative Authorization, due to the student teaching timeline.

Cassia County Joint School District #151

34. **Applicant Name:** Samantha Evans
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 58 credits
Declared Emergency Date: 7/1/2023
Hire/Assignment Date: 8/17/2023
Summary of Recruitment Efforts: Job posted on district website and K12jobspot.com
35. **Applicant Name:** Avery Harrison
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 67 credits
Declared Emergency Date: 10/20/2022
Hire/Assignment Date: 8/1/2022
Summary of Recruitment Efforts: Second year provisional. Six candidates were interviewed but Avery was the closest to obtaining certification. Avery is enrolled in a certification program and completed several credits towards her degree. The school opened her position, but lack of qualified candidates, she was rehired. If she continues to make progress, she could be eligible to apply for the Alternative Authorization in the 24-25 school year, possibly even completing the program prior to next school year.
36. **Applicant Name:** Emilee Taylor
Certificate: Provisional
Endorsement(s): CTE Agricultural Production
College Training: 110 credits
Declared Emergency Date: 10/16/2023
Hire/Assignment Date: 8/11/2023
Summary of Recruitment Efforts: Job posted on district website and K12jobspot.com
37. **Applicant Name:** Tammy Thompson
Certificate: Provisional Certificate
Endorsement(s): English (6-12)
College Training: 145 credits
Declared Emergency Date: 10/16/2026
Hire/Assignment Date: 10/5/2023

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Summary of Recruitment Efforts: Job posted on district and K12jobspot.com. Tammy will be completed with her bachelor's in December. Completed 22 credits from Fall 22-Fall 23.

Mountain Home School District #193

38. **Applicant Name:** Alisyn Gillette
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 82 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/9/2023
Summary of Recruitment Efforts: The school posted all of the openings on the district website, IdahoEd Jobs, as well as emailed openings. They contacted BSU, U of I, and WGU education programs to try and recruit. Administrators also posted on their building's FB page and social media.

39. **Applicant Name:** Heather Hollis
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 51 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/9/2023
Summary of Recruitment Efforts: Three applicants applied, one already accepted another position in the district, the other applicant had been screened out due to previous interviews and their termination at another district. This left only the current candidate. The school posted all of the openings on the district website, IdahoEd Jobs, as well as emailed openings. Contacted BSU, U of I, and WGU education programs to try and recruit. Administrators also posted on their building's FB page and social media.

Emmett Independent School District #221

40. **Applicant Name:** Jessica Lyter
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 80 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/10/2023
Summary of Recruitment Efforts: Two applicants applied. Second candidate had negative reviews.
41. **Applicant Name:** Georgeann Tippy
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: BA
Declared Emergency Date: 7/24/2023
Hire/Assignment Date: 7/27/2023

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Summary of Recruitment Efforts: The school posted the position to many recruitment websites. It was posted for two months. The current candidate was the only applicant.

Gooding Joint School District #231

42. **Applicant Name:** Lesley Sliman

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 108 credits

Declared Emergency Date: 9/12/2023

Hire/Assignment Date: 9/12/2023

Summary of Recruitment Efforts: The position was vacated by employee transfers. After being posted for several months on EdJobs, Applitrak, Skyward's Fasttrack, the current candidate was the only applicant. She has worked as a para for the past three years at the elementary school. She is currently enrolled in a certification program.

Wendell School District #232

43. **Applicant Name:** Julian Slotten

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 83 credits

Declared Emergency Date: 2nd year

Hire/Assignment Date: 2nd year

Summary of Recruitment Efforts: Julian was on track to student teach in the 23-24 school year, however, due to unfortunate circumstances, her advisor advised student teaching would not be possible until 24-25 school year. Julian has several family members who are teachers in the district.

44. **Applicant Name:** Tia Standlee

Certificate: Provisional

Endorsement(s): Health (K-12); PE (K-12)

College Training: AA

Declared Emergency Date: 5/1/2023

Hire/Assignment Date: 5/16/2023

Summary of Recruitment Efforts: Only one applicant applied and the school needed a health teacher and coach. Currently enrolled with WGU for Elementary Education.

Salmon River Joint School District #243

45. **Applicant Name:** Miranda Boyd

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: AA

Declared Emergency Date: 8/21/2023

Hire/Assignment Date: 8/22/2023

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Summary of Recruitment Efforts: Second year provisional. The district posted the job opening for the elementary .5 Art/PE in June of 2023 as well as posting on the district website. The only application was the current candidate. The opening continues on the website. Miranda is enrolled in school and hopes to be certified in one to two years.

West Jefferson School District #253

46. **Applicant Name:** Braxton Ramirez
Endorsement(s): Natural Science (6-12); Health (6-12)
College Training: 48 credits
Declared Emergency Date: 7/20/2023
Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: In a small rural district, finding certified candidates is increasingly difficult. Housing is problematic as well. Teachers who commute travel 80 miles a day, round trip. The school is beginning to find success growing their own. They believe the current candidate is an excellent fit. He has been employed as a para and is currently enrolled with a certification program.

Jerome Joint School District #261

47. **Applicant Name:** Adam Butler
Certificate: Provisional
Endorsement(s): English (6-12)
College Training: 60 credits
Declared Emergency Date: 6/27/2023
Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: Two applicants were received for this position by June of 2023 and the school was scheduled to begin on August 17th. JMS interviewed both applicants. The first applicant was not a good fit for the position but was hired in a different grade level. Adam was the second applicant and was a great fit for the team and position.

48. **Applicant Name:** Skyler Hill
Certificate: Provisional
Endorsement(s): Mathematics (6-12)
College Training: 49 credits
Declared Emergency Date: 6/27/2023
Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: The school posted the position and only one applicant applied. Mr. Hill was a para in the district and was working on his AA degree. The position was posted in March of 2023. School reached out to several universities.

49. **Applicant Name:** Chezney Olsen
Certificate: Provisional
Endorsement(s): Natural Science (6-12)

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College Training: 112 credits

Declared Emergency Date: 6/27/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: JMS worked hard to recruit certified teachers. There were ads placed and the admin even called previous applicants and all had been hired. Chezney was a substitute that had great classroom management and relationships with the students.

50. **Applicant Name:** Makayla Osterberg

Certificate: Provisional

Endorsement(s): All Subjects

College Training: 53 credits

Declared Emergency Date: 8/7/2023

Hire/Assignment Date: 8/7/2023

Summary of Recruitment Efforts: Throughout the Summer of 2023 there were many elementary school teaching postings at Jerome School District. Many went unfilled, even as the school year began, including the position the current candidate holds. The last position at Summitt Elementary was filled late September. Needless to say, the applicant pool is shallow and there was one applicant for this position and one interview.

51. **Applicant Name:** Courtney Peterson

Certificate: Provisional

Endorsement(s): All Subjects

College Training: 52 credits

Declared Emergency Date: 6/27/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: Throughout the Summer of 2023 there were many elementary school teaching postings at Jerome School District. Many went unfilled, even as the school year began, including the position the current candidate holds. The last position at Summitt Elementary was filled late September. Needless to say, the applicant pool is shallow and there was one applicant for this position and one interview.

Lakeland School District #272

52. **Applicant Name:** Tommie Weiberdink

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 68

Declared Emergency Date: 9/11/2023

Hire/Assignment Date: 9/1/2023

Summary of Recruitment Efforts: This was a last minute hire due to enrollment and evaluation of needed interventions. Athol Elementary needs added instructional specialists.

Kootenai School District #274

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53. **Applicant Name:** Brian Ames
Certificate: Provisional
Endorsement(s): CTE OS Precision Machining (6-12); CTE OS Certified Welding (6-12)
College Training:
Declared Emergency Date: 8/28/2023
Hire/Assignment Date: 8/22/2023
Summary of Recruitment Efforts: The school was aware that their welding teacher was leaving. Extensive advertising was posted on SchoolSpring, district website, Facebook. School is located in a rural area and are having a difficult time with all recruiting. The position was advertised for six months.

Whitepine Joint School District #288

54. **Applicant Name:** Michael Majors
Certificate: Provisional
Endorsement(s): Agriculture Science and Technology
College Training: 186 credits
Declared Emergency Date: 6/9/2023
Hire/Assignment Date: 6/19/2023
Summary of Recruitment Efforts: Second year provisional. See letter included with application.

Richfield School District #316

55. **Applicant Name:** Katie Hillin
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 61 credits
Declared Emergency Date: 8/14/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: Second year provisional. The school advertised for two elementary positions since May of 2023 on the school's website and two other online educational employment websites. Only one certified teacher was interested but could not find housing. She had tremendous growth with her students. She has become an integral part of the school community.

56. **Applicant Name:** Colter Larsen
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 103 credits
Declared Emergency Date: 8/14/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: Second year provisional. Colter has earned 43 credits since July of 2022 with plans of completing his bachelor's degree in December. He then will enroll with CSI's NTEPP. The school advertised for two elementary positions since May of 2023 on the school's

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website and two other online educational employment websites. They did have an interested candidate, but could not secure housing. His evaluations have shown proficient and classroom management has improved greatly. He has become an integral part of the community and to the school.

Sugar Salem Joint School District #322

57. **Applicant Name:** Chelsea Tonks
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: AA
Declared Emergency Date: 8/16/2023
Hire/Assignment Date: 8/16/2023
Summary of Recruitment Efforts: Position was opened in May of 2023 and received three part-time applicants. One candidate will graduate in November, but does not have a full degree.

Minidoka County Joint School District #331

58. **Applicant Name:** Kala Brown
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: BA
Declared Emergency Date: 8/3/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: The job was posted on the district website and job boards. The district worked with local schools for any graduates for new hires as well.
59. **Applicant Name:** Gena Dean
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: BA
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: The job was posted on the district website and job boards.
60. **Applicant Name:** Zontai Dunahoo
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 75
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/7/2023
Summary of Recruitment Efforts: The position was listed on job boards and the district website. Also worked with CSI and the community to find candidates.

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61. **Applicant Name:** Adalei Dunn
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 50 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/9/2023
Summary of Recruitment Efforts:
The position was listed on job boards and the district website. Also worked with CSI and the community to find candidates.
62. **Applicant Name:** Sadie Foote
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 64 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: Year two of Emergency Provisional. The candidate is enrolled with WGU. Completed 16 credits during the 22-23 SY. The position listed on job boards and the district website. Also worked with CSI and the community to find candidates.
63. **Applicant Name:** George Griffin
Certificate: Provisional
Endorsement(s): Science-Middle Level (5-9)
College Training: BA
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/1/2023
Summary of Recruitment Efforts: The school interviewed five applicants. He was considered the best candidate and is in the ABCTE program. The job was posted on the district website and job boards.
64. **Applicant Name:** Becky Grimm
Endorsement(s): All Subjects K-8
Certificate: Provisional
College Training: 53 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: The job was posted on the district website and job boards. They also worked with local schools for any graduates for new hires as well.
- Applicant Name:** Jean Hale
65. **Certificate:** Provisional
Endorsement(s): All Subjects K-8
College Training: 93 credits
Declared Emergency Date: 10/16/2023

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Hire/Assignment Date: 8/15/2023

Summary of Recruitment Efforts: Second year provisional. The position was advertised on the district website and job boards.

66. **Applicant Name:** David Hernandez

Certificate: Provisional

Endorsement(s): Social Studies (6-12); All Subjects K-8

College Training: AA

Declared Emergency Date: 6/12/2023

Hire/Assignment Date: 6/6/2023

Summary of Recruitment Efforts: Second year provisional. Recruitment included job posting on school district website. It also included word of mouth recruitment, informing possible candidates of the availability of the position. Information was offered via social media platforms and Indeed as well. Interviewed 6-8 candidates who submitted applications for the position. East Minico staffing focuses on building positive relationships with students and their families first and foremost and the candidate was ultimately chosen to fill the position based on these criteria, along with three other criteria - is the candidate humble, hungry and (people smart)? The candidate selected met of all of these criteria and will fit the vision and goals of the school during this particular period of time, including demonstrating content knowledge and flexibility in implementing sound instructional practices.

67. **Applicant Name:** Cody Kalco

Certificate: Provisional

Endorsement(s): Chemistry (6-12); All Subjects K-8

College Training: 76 credits

Declared Emergency Date: 8/3/2023

Hire/Assignment Date: 8/9/2023

Summary of Recruitment Efforts: The position was posted on the district's website and job boards. They worked with local schools for any graduates for new hires as well.

68. **Applicant Name:** Manuel Negrete

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: AA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/7/2023

Summary of Recruitment Efforts: Position listed on job boards and district website. Also worked with CSI and community to find candidates.

69. **Applicant Name:** David O'Pry

Certificate: Provisional

Endorsement(s): English (6-12)

College Training: BA

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Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/2/2023

Summary of Recruitment Efforts:

The position was listed on job boards and the district website. Also worked with CSI and the community to find candidates.

70. **Applicant Name:** Janelle Ortiz

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: AA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/14/2023

Summary of Recruitment Efforts: A letter of extenuating circumstances was included with the application. She was not able to complete classes due to health issues. The job was posted on job boards.

71. **Applicant Name:** Alissa Rodriguez

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 60 credits

Declared Emergency Date: 7/13/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: Second year provisional. Candidate is enrolled with WGU to complete degree. She completed 10 credits during the 22-23 school year. The job was posted on the district website and job boards.

72. **Applicant Name:** Jennifer Struchen

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 80 credits

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/14/2023

Summary of Recruitment Efforts: The position was posted on the district's website and job boards.

73. **Applicant Name:** Khali Vandever

Certificate: Provisional

Endorsement(s): Economics (6-12); Communication (6-12)

College Training: 66 credits

Declared Emergency Date: 8/3/2023

Hire/Assignment Date: 8/14/2023

Summary of Recruitment Efforts:

The position was posted on the district's website and job boards.

. The district worked with local schools for any graduates for new hires as well.

74. **Applicant Name:** Emma Van Every

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Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 77 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: Second year provisional but 1st year on All Subjects. She is enrolled in an education program with ISU. The district posted on job boards and the district website.

75. **Applicant Name:** Amanda Winters
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 63
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/1/2023
Summary of Recruitment Efforts: The position was posted on job boards, district website and career fairs.

76. **Applicant Name:** Nicole Young
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 49 credits
Declared Emergency Date: 8/3/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts:
The position was posted on the district's website and job boards.
The school worked with local schools for any graduates for new hires as well.

Oneida County School District #351

77. **Applicant Name:** Vicki Lucas
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: MA
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/15/2023
Summary of Recruitment Efforts: Due to the high number of student enrollment to the online school, the school district needs teachers. This teacher has been assigned an experience online teacher as her mentor.

Payette Joint School District #371

78. **Applicant Name:** Morgan Proud
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: MA
Declared Emergency Date: 9/11/2023
Hire/Assignment Date: 9/11/2023

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Summary of Recruitment Efforts: Job was posted to Clear Company which also lists the position on several external job boards including Indeed. Three applications were received, including this applicant. The other two applicants were from foreign countries and did not have the proper VISA paperwork to work in the district. This candidate worked in the private sector where a certification was not required.

Fruitland School District #373

79. **Applicant Name:** Sherry Baatz

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 82 credits

Declared Emergency Date: 7/10/223

Hire/Assignment Date: 7/10/2023

Summary of Recruitment Efforts: The district started advertising for 2nd grade teachers in April and continued through mid-July. Four of the 2nd grade teachers resigned or retired during the 22-23 school year. Advertised at all of the schools, district website and on handshake. As of July, the school had hired all certified applicants that were qualified, but that left two positions still open. The current candidate was hired for one of the positions.

80. **Applicant Name:** Brandi Burrup

Certificate: Provisional

Endorsement(s): English as a Second Language (6-12)

College Training: 81 credits

Declared Emergency Date: 7/10/2023

Hire/Assignment Date: 7/10/2023

Summary of Recruitment Efforts: Second year provisional. The district advertised in April for two ESL positions. Only one applicant was received and that was the current candidate. The other position is still vacant, despite ongoing advertisement.

81. **Applicant Name:** Luke Vandenberg

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 118 credits

Declared Emergency Date: 8/14/2023

Hire/Assignment Date: 7/17/2023

Summary of Recruitment Efforts: The district advertised for elementary positions from on the district's website and through handshake, May through July 15, 2023. All applicants that applied have been interviewed and were either hired at the school or they had accepted a position with another district. One applicant was interviewed that was certified, but the hiring team did not feel the applicant was qualified.

American Falls Joint School District #381

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82. **Applicant Name:** Anthony Jefferies
Certificate: Provisional
Endorsement(s): CTE Agriculture Science and Technology (6-12)
College Training: 118 credits
Declared Emergency Date: 8/28/2023
Hire/Assignment Date: 8/15/2023
Summary of Recruitment Efforts: Three people including the current candidate applied for the position. Out of the three, he was the most qualified. Due to being the most qualified, he was the only one interviewed. The vacancy was advertised on the Ed Jobs website; school district website, Linked In and FB. This was a new position which needed to be filled.

Teton County School District #401

83. **Applicant Name:** Shelley Alderson
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 82 credits
Declared Emergency Date: 6/1/2023
Hire/Assignment Date: Second Year Provisional
Summary of Recruitment Efforts: The position was posted on multiple sites.

84. **Applicant Name:** James Fullmer
Certificate: Provisional
Endorsement(s): Social Studies (6-12)
College Training: 85 credits
Declared Emergency Date: 6/1/2023
Hire/Assignment Date: 6/28/2023
Summary of Recruitment Efforts: Only four candidates applied, in which two did not complete their applications or submit it. School called and emailed and texted three, but only heard back from the two interviewed. The other candidate did have more experience, but there were a few very clear red flags. James had been a long-term sub for the school during the Spring and did an excellent job. The committee agreed that while he did not have the experience, he had shown he could be successful and works effectively with students and staff. When asked by the committee if the school would like to wait for additional applicants, the decision was made to hire James and felt comfortable moving forward with him.

85. **Applicant Name:** Kaleb Kaufman
Certificate: Provisional
Endorsement(s): Mathematics (6-12)
College Training: 61 credits
Declared Emergency Date: 7/1/2023
Hire/Assignment Date: 8/2/2023
Summary of Recruitment Efforts: The position was posted on multiple recruitment websites.

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Twin Falls School District #411

86. **Applicant Name:** Juan Alvarado
Certificate: Provisional
Endorsement(s): Mathematics (6-12)
College Training: AA
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/2/2023
Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 32 secondary level teachers and still have more to hire more. At this time, they feel that they cannot find certified or qualified teachers so are requesting an Emergency for this current candidate.
87. **Applicant Name:** Ariana Bails
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: AA
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/1/2023
Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers but are still needing 10 more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.
88. **Applicant Name:** Michael Bourlotos
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 116 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/2/2023
Summary of Recruitment Efforts: In April of 2023, a candidate was interviewed and offered the position. . After the candidate was on-boarded through the TF SD system, a few weeks later, the individual cut off all contact with the district. They did contact the district two weeks later to state they were no longer interested in the position. At this time, they feel that they cannot find certified or qualified teachers so are requesting an Emergency for this current candidate. This candidate will graduate with a degree in Bus/Admin and will enroll in a non-traditional program.
89. **Applicant Name:** Darbie Jo Chocker
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 55 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/1/2023

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Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers and still have more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

90. **Applicant Name:** Jonnel Coley

Certificate: Provisional

Endorsement(s): ESL (K-12)

College Training: AA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/29/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 44 elementary school teachers and still have more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

91. **Applicant Name:** Patricia Eiler

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: BA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 9/5/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers and still have more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

92. **Applicant Name:** Muriel English

Certificate: Provisional

Endorsement(s): Mathematics (6-12)

College Training: 140 credits

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: At this time, the school district has hired 25 secondary educators, but still have nine positions left to fill. Extenuating circumstances for a second-year application exist for this candidate. Graduation was delayed to December of 2023. Due to these circumstances, this has delayed enrolling into the CSI non-traditional program.

93. **Applicant Name:** Dusty Futrell

Certificate: Provisional

Endorsement(s): ESL (6-12)

College Training: AA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/14/2023

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Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 32 secondary level teachers and still have more to hire more. At this time, they feel that they cannot find certified or qualified teachers so are requesting an Emergency for this current candidate.

94. **Applicant Name:** Joanna Gunnell

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 121 credits

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/9/2023

Summary of Recruitment Efforts: Ms. Gunell was hired for this position and is going through WGU to obtain certification. The school district was under the impression she would be completed with her program in Spring of 2024. However, it has now been found that she will not graduate until Fall of 2024. In order to align with the guidelines, set forth by the SDE, the school is requesting an Emergency for the 23-24 school year.

95. **Applicant Name:** Kambra Hayes

Certificate: Provisional

Endorsement(s): ESL (6-12)

College Training: AA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/21/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers and still have more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

96. **Applicant Name:** Jerome Hunt

Certificate: Provisional

Endorsement(s): Social Studies (6-12)

College Training: AA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/28/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 32 secondary level teachers and still have more to hire more. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

97. **Applicant Name:** Lauren Jones

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: BA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/14/2023

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Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers and still have more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

98. **Applicant Name:** Anya Leishman

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: BS

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 9/25/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 32 secondary level teachers and still have more to hire more. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

99. **Applicant Name:** Tyler Mildenburg

Certificate: Provisional

Endorsement(s): Mathematics (6-12)

College Training: BA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/2/2023

Summary of Recruitment Efforts: Twin Falls SD has hired 32 secondary level teachers and still have more to hire more. At this time, they feel that they cannot find certified or qualified teachers so are requesting an Emergency for this current candidate.

100. **Applicant Name:** Mireira Munoz

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: AA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers but are still needing 10 to hire more. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

101. **Applicant Name:** Megan O'Connor

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: AA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers but are still needing 10 to hire more. At this time,

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they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

102. **Applicant Name:** Janie O'Toole
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 81 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/2/2023
Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers and still have more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.
103. **Applicant Name:** Stefanie Swindler
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 84 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/14/2023
Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 41 elementary school teachers and still have more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.
104. **Applicant Name:** Kyle VanBiezen
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 75 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 9/22/2023
Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 45 elementary school teachers and still have more to hire. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.
105. **Applicant Name:** Trina Waugh
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 107 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/1/2023
Summary of Recruitment Efforts: Second year provisional. At this time, the school district has hired 36 elementary level educators, but still have 20 positions left to fill. Extenuating circumstances prevented continuation of coursework. She has completed over 30 credits towards degree.

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106. **Applicant Name:** Amanda White
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: AA
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/9/2023
Summary of Recruitment Efforts: Second year provisional. Ms. White was retained for this position after serving as the 5th grade teacher in the 22-23 school year. During the Summer of 2023, Ms. White indicated the she would be graduating from her program in Spring of 2024, giving her the opportunity to utilize the Alternative Authorization route. However, it was recently discovered she will not be eligible for student teaching until Summer/Fall 2024, making her ineligible for the Content Specialist.

107. **Applicant Name:** Joshua Wilson
Certificate: Provisional
Endorsement(s): Social Studies (6-12)
College Training: 96 credits
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/2/2023
Summary of Recruitment Efforts: At this time, Twin Falls SD has hired 32 secondary level teachers and still have more to hire more. At this time, they feel that they cannot find certified or qualified teachers so they are requesting an Emergency for this current candidate.

Buhl Joint School District #412

108. **Applicant Name:** Damon Haddon
Certificate: Provisional
Endorsement(s): CTE Automotive Maintenance/Light Repair (6-12)
College Training: AA
Declared Emergency Date: 8/1/2023
Hire/Assignment Date: 8/11/2023
Summary of Recruitment Efforts: Position has been advertised and the only applicant received were non-certified individuals. Mr. Haddon was the most qualified candidate.

Filer School District #413

109. **Applicant Name:** Breeana Coston
Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: AA
Declared Emergency Date: 8/10/2023
Hire/Assignment Date: 8/18/2023
Summary of Recruitment Efforts: After school registration, the first of August, it was apparent that the class sizes were too large for our first teachers. The

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school opened a 1st grade position immediately. After receiving only one applicant, having at least an associate's degree with school beginning August 21st, an interview was conducted and that candidate was hired at a special board meeting on August 18, 2023

Compass Public Charter School #455

110. **Applicant Name:** Kimberly Herrmann

Certificate: Provisional

Endorsement(s): All Subjects

College Training: 79 credits

Declared Emergency Date: 10/9/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: Second year provisional. Extenuating circumstances as to why she did not progress through her program to be eligible to student teach in the 23-24 school year. The position was advertised on SchoolSpring and the charter school website; received 14 applications and 10 were interviewed.

The Academy, INC. #460

111. **Applicant Name:** Cynthia Connelly

Certificate: Provisional

Endorsement(s): All Subjects K-8

College Training: 63 credits

Declared Emergency Date: 9/19/2023

Hire/Assignment Date: 9/19/2023

Summary of Recruitment Efforts: The position was advertised on the school website, social media, paid Google ads, Facebook and Zip Recruiter ads. It was also posted to PowerSchool/School Spring. The school had a teacher lined up with a signed contract who backed out one week prior to school starting. Of the four applicants received, only one had a teaching credential. She was offered the position, but declined to accept another offer.

112. **Applicant Name:** Janene Nielson

Certificate: Provisional

Endorsement(s): Visual Arts (K-12)

College Training: 127 credits

Declared Emergency Date: 6/26/2023

Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: The position was posted on the school's website, social media, and emailed to student/parent body and specific educational channels. Of the three applicants received, only one fits the needs. The candidate will be finished with her degree in the 23-24 school year and then will apply for a teaching credential.

Monticello Montessori Charter School

113. **Applicant Name:** Heather Burke

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Certificate: Provisional Certificate
Endorsement(s): All Subjects K-8
College Training: 49 credits
Declared Emergency Date: 8/12/2021
Hire/Assignment Date: 8/14/2023

Summary of Recruitment Efforts: In July of 2021, the school was undergoing significant changes. As a result of mismanagement and poor fiscal oversight, some teachers needed to be dismissed. The current candidate was a TA in one class where the class teacher was not rehired. She had been the teacher for all practical purposes. The class consisted of multiage children and the majority of them would remain in that class. The students and parents had confidence in her abilities and with all of the changes, they preferred the candidate to stay. She also has montessori training. She now has enough credits to be eligible for the Emergency application.

Heritage Academy, INC. #479

114. **Applicant Name:** Dorothy Hunt

Certificate: Provisional
Endorsement(s): All Subjects K-8
College Training: 74 credits
Declared Emergency Date: 8/3/2023
Hire/Assignment Date: 9/1/2023

Summary of Recruitment Efforts: The position was listed online. Higher Ed contacts were made with three institutions and staff members contacted potential applicants. Six applications were screened and four were options. All four were interviewed, but Dorothy was more qualified to meet the students' needs.

Gem Prep: Pocatello, LLC #496

115. **Applicant Name:** Matthew Buerkle

Certificate: Provisional
Endorsement(s): English (6-12)
College Training: 104 credits
Declared Emergency Date: 7/28/2023
Hire/Assignment Date: 8/7/2023

Summary of Recruitment Efforts: Five applications were received, but three were from out of the country. The position was advertised on SchoolSpring, the school website, social media platforms and Indeed. An offer was made to a certified candidate, but it was declined.

Elevate Academy, Nampa #575

116. **Applicant Name:** Ryan Andreason

Certificate: Provisional
Endorsement(s): Mathematics (6-12)
College Training: 73 credits
Declared Emergency Date: 9/6/2023

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Hire/Assignment Date: 8/1/2023

Summary of Recruitment Efforts: Second year provisional. Completed 12 credits during the 22-23 school year towards his Mathematics certification program. The position was posted in March on Ed Jobs and network of schools' websites. Representatives from the Charter school attended the Boise State Career Fair and reached out to all Idaho Education Colleges to try and recruit a new graduate. Candidates were also sought out that have a strong mathematical background and strong classroom management. Through this process the school interviewed five different candidates that did not have a Mathematics Certificate, but had the background to pursue an alternative authorization.

Idaho Arts Charter, INC #795

117. **Applicant Name:** Amanda Hazen

Certificate: Provisional

Endorsement(s): CTE Culinary Arts

College Training: BA

Declared Emergency Date: 8/1/2023

Hire/Assignment Date: 8/1/2022

Summary of Recruitment Efforts: School is expanding to its students and will be pursuing more CTE programs in the future. Many students have indicated Culinary Arts as an area of interest. Current candidate is currently employed by the school as a science teacher. She has extensive food service experience and has held this particular endorsement in the past. She is committed to completing the requirements to fully be certified in Culinary Arts.

IMPACT

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

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

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff verified that each candidate has completed at least two years of college training and that the school district declared a hiring emergency. All candidates have been hired by a local education agency as teachers for the 2023-2024 school year. Candidates that have already completed a Baccalaureate degree or higher are not eligible to apply through another pathway.

Staff recommends that the Board authorize the State Department of Education to issue one-year provisional certificates for candidates 1-117 as presented above.

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BOARD ACTION

I move to authorize the State Department of Education to issue emergency provisional standard instructional certificates for candidates 1-117 as presented above, effective for the 2023-2024 school year only, and pending a cleared background check.

Moved by _____ Seconded by _____ Carried Yes _____ No _____