

**CONSENT  
AUGUST 20, 2025**

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2	BAHR – BOISE STATE UNIVERSITY – AIR CHARTER SERVICES – ANTHONY TRAVEL MASTER CHARTER AGREEMENT	Action Item
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**CONSENT**  
**AUGUST 20, 2025**

<b>TAB</b>	<b>DESCRIPTION</b>	<b>ACTION</b>
<b>10</b>	<b>IDE – APPOINTMENTS TO THE PROFESSIONAL STANDARDS COMMISSION</b>	Action Item

**CONSENT**  
**AUGUST 20, 2025**

**SUBJECT**

Boise State University – Oracle ERP (Enterprise Resource Planning) SaaS Cloud Services

**REFERENCE**

December 2014	Executive Director approves request to enter into Public Sector Agreement for Oracle Cloud Services with Oracle America, Inc.
August 2016	Approved licensure of Human Capital Management (HCM) Cloud Service.
December 2020	Oracle Financial ERP Cloud License Renewal
February 2023	Oracle Human Capital Management (HCM) Cloud Service License Renewal

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

In July 2016, Boise State implemented the Oracle Financial ERP Cloud. The university implemented the Oracle Human Capital Management (HCM) Cloud on campus. In 2020, the Board approved renewal of Oracle ERP Cloud services for a term of five (5) years, which ends in December 2025. In 2023, the Board approved renewal of Oracle HCM Cloud services for 33 months, to be coterminous with Oracle ERP Cloud services, as well as the optional renewal for an additional five (5) year term with a 4% annual price increase. The Oracle ERP renewal before the Board is consistent with the previously approved Oracle HCM renewal, locking in a 4% annual price increase through 2030.

The negotiated annual price increase of 4% is lower than the current market average of 5% to 8% for Oracle SaaS licensing contracts within higher education. This favorable rate reflects our strategic partnership with Oracle and our position as a valued early adopter of their cloud ERP platform. Securing this below-market rate will result in substantial long-term cost avoidance.

**IMPACT**

Renewal of the ERP license agreement will allow Boise State to continue to utilize and sustain its fully functional modern financial system that is always on the current release and is being continuously improved. Renewal at a fixed annual price increase will also provide reliable cost certainty while ensuring continued access to enterprise-grade technology that supports critical operational needs. The anticipated cost for the renewal is \$2,619,859.29 over a term of 60 months and will be funded through appropriate funds.

**ATTACHMENTS**

Attachment 1 – Proposed Oracle Ordering Document for Oracle ERP Cloud Services

**CONSENT**  
**AUGUST 20, 2025**

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Boise State University's request to renew its Oracle ERP Cloud Services license aligned with prior Board approvals and maintains consistency with the licensing terms approved for the Oracle Human Capital Management (HCM) Cloud Service in 2023.

The proposed 4% annual price escalation remains below current market rates for similar contracts in higher education, which represents a favorable long-term financial arrangement for BSU.

This renewal supports continued access to a fully integrated and modern cloud-based financial system critical to BSU operations.

Board staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to approve the renewal of their license for Oracle ERP Cloud Services with Oracle America, Inc. in substantial conformance with the Ordering Document presented herein.

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





## ORDERING DOCUMENT

Oracle America, Inc.  
500 Oracle Parkway  
Redwood Shores, CA  
94065

<b>Name</b>	Boise State University	<b>Contact</b>	Warr
<b>Address</b>	1910 University Dr	<b>Phone Number</b>	+1 (208) 426-1757
	BOISE ID	<b>Email Address</b>	FredWarr@boisestate.edu
	83725		

Renew Subscription Term: 4-Dec-2025 to 3-Dec-2026

Services Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	NORTH AMERICA	1200	12 mo	0.51	7,403.13
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	1,103.23	13,238.78
B99686 - Oracle Fusion Document Recognition Cloud Service - Hosted 1000 Records	NORTH AMERICA	10	12 mo	18.72	2,246.40
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	NORTH AMERICA	425	12 mo	46.27	235,974.90
B69717 - Oracle Fusion Purchasing Cloud Service - Hosted Named User	NORTH AMERICA	120	12 mo	25.71	37,015.64
B73947 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	NORTH AMERICA	10	12 mo	18.72	2,246.40
B69713 - Oracle Fusion Expenses Cloud Service - Hosted Expense Report	NORTH AMERICA	1000	12 mo	0.05	616.93
B78967 - Oracle Fusion Grants Management Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	20.56	22,209.38
B84576 - Oracle Fusion Transactional Business Intelligence Cloud Service - Hosted Named User	NORTH AMERICA	1320	12 mo	5.14	81,434.41
B84628 - Oracle Fusion Project Financials Cloud Service - Hosted Named User	NORTH AMERICA	100	12 mo	25.71	30,846.37
B84629 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	39.59	42,753.06
Subtotal					475,985.40

**Expansion at Renewal Term: 3-Dec-2026**

Services Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B84628 - Oracle Fusion Project Financials Cloud Service - Hosted Named User	NORTH AMERICA	25	12 mo	25.71	7,711.59
<b>Subtotal</b>					7,711.59

**New Subscription On or After 4-Dec-2026**

Services Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	NORTH AMERICA	1200	12 mo	0.53	7,699.25
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	1,147.36	13,768.34
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	NORTH AMERICA	425	12 mo	48.12	245,413.84
B69717 - Oracle Fusion Purchasing Cloud Service - Hosted Named User	NORTH AMERICA	120	12 mo	26.73	38,496.28
B73947 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	NORTH AMERICA	10	12 mo	19.47	2,336.26
B69713 - Oracle Fusion Expenses Cloud Service - Hosted Expense Report	NORTH AMERICA	1000	12 mo	0.05	641.61
B78967 - Oracle Fusion Grants Management Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	21.39	23,097.77
B84576 - Oracle Fusion Transactional Business Intelligence Cloud Service - Hosted Named User	NORTH AMERICA	1320	12 mo	5.35	84,691.81
B84628 - Oracle Fusion Project Financials Cloud Service - Hosted Named User	NORTH AMERICA	125	12 mo	26.73	40,100.29
B84629 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	41.17	44,463.21
B99686 - Oracle Fusion Document Recognition Cloud Service - Hosted 1000 Records	NORTH AMERICA	10	12 mo	19.47	2,336.26
<b>Subtotal</b>					503,044.89

**New Subscription On or After 4-Dec-2027**

Services Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	NORTH AMERICA	1200	12 mo	0.56	8,007.22
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	1,193.26	14,319.07
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	NORTH AMERICA	425	12 mo	50.05	255,230.62
B69717 - Oracle Fusion Purchasing Cloud Service - Hosted Named User	NORTH AMERICA	120	12 mo	27.80	40,036.10
B73947 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	NORTH AMERICA	10	12 mo	20.25	2,429.71
B69713 - Oracle Fusion Expenses	NORTH	1000	12 mo	0.06	667.27

Services Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
Cloud Service - Hosted Expense Report	AMERICA				
B78967 - Oracle Fusion Grants Management Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	22.24	24,021.68
B84576 - Oracle Fusion Transactional Business Intelligence Cloud Service - Hosted Named User	NORTH AMERICA	1320	12 mo	5.56	88,079.51
B84628 - Oracle Fusion Project Financials Cloud Service - Hosted Named User	NORTH AMERICA	125	12 mo	27.80	41,704.31
B84629 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	42.82	46,241.72
B99686 - Oracle Fusion Document Recognition Cloud Service - Hosted 1000 Records	NORTH AMERICA	10	12 mo	20.25	2,429.71
Subtotal					523,166.91

**New Subscription On or After 4-Dec-2028**

Services Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B69721 - Oracle Fusion Self Service Procurement Cloud Service - Hosted Named User	NORTH AMERICA	1200	12 mo	0.58	8,327.51
B84490 - Oracle Additional Test Environment for Oracle Fusion Cloud Service - Each	NORTH AMERICA	1	12 mo	1,240.99	14,891.84
B69711 - Oracle Fusion Financials Cloud Service - Hosted Named User	NORTH AMERICA	425	12 mo	52.05	265,439.70
B69717 - Oracle Fusion Purchasing Cloud Service - Hosted Named User	NORTH AMERICA	120	12 mo	28.91	41,637.56
B73947 - Oracle Fusion Automated Invoice Processing Cloud Service - Hosted 1K Records	NORTH AMERICA	10	12 mo	21.06	2,526.89
B69713 - Oracle Fusion Expenses Cloud Service - Hosted Expense Report	NORTH AMERICA	1000	12 mo	0.06	693.96
B78967 - Oracle Fusion Grants Management Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	23.13	24,982.54
B84576 - Oracle Fusion Transactional Business Intelligence Cloud Service - Hosted Named User	NORTH AMERICA	1320	12 mo	5.78	91,602.64
B84628 - Oracle Fusion Project Financials Cloud Service - Hosted Named User	NORTH AMERICA	125	12 mo	28.91	43,372.46
B84629 - Oracle Fusion Project Contract Billing Cloud Service - Hosted Named User	NORTH AMERICA	90	12 mo	44.53	48,091.35
B99686 - Oracle Fusion Document Recognition Cloud Service - Hosted 1000 Records	NORTH AMERICA	10	12 mo	21.06	2,526.89
Subtotal					544,093.35

**New Subscription On or After 4-Dec-2029**

Services Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee

## ATTACHMENT 1

Fee Description	Net Fee
Cloud Services Fees	2,619,859.29
<b>Net Fees</b>	2,619,859.29
<b>Total Fees</b>	2,619,859.29



B91082	Oracle Fusion Procurement Cloud Service	HOSTED NAMED USER	10	\$ 71.38
B91083	Oracle Fusion Procurement for Self Service Cloud Service	HOSTED NAMED USER	100	\$ 0.91
B84490	Additional Test Environment for Oracle Fusion Cloud Service	ADDITIONAL TEST ENVIRONM ENT	1	\$ 1,166.00
B85242	Oracle Fusion Learning Cloud Service	HOSTED NAMED USER	500	\$ 0.94
B87388	Oracle Fusion HR Helpdesk Cloud Service	HOSTED EMPLOYEE	500	\$ 0.88
B91939	Oracle Digital Assistant Platform for Oracle SaaS	HOSTED EMPLOYEE	1000	\$ 1.00

### 3. Delayed Services Period

Initiation of provisioning for Cloud Services You have ordered under this order shall occur as detailed in the table(s) above and, subject to payment of fees for the Cloud Services, the Services Period for these Cloud Services shall continue for the period specified in the Cloud Services table above, unless earlier terminated in accordance with the Agreement. Upon the date set forth in the previous sentence, Your first payment for Cloud Services will be due in accordance with Section A. At Your discretion You may request that the initiation of provisioning (and therefore the applicable Services Period) commence prior to the date set forth above.

Boise State University	
Signature	_____
Name	_____
Title	_____
Signature Date	_____

**BILL TO / SHIP TO INFORMATION**

Bill To		Ship To	
Customer Name	Boise State University	Customer Name	BSU Central Receiving
Customer Address	Boise State University 1910 University Drive Boise ID 83725	Customer Address	BSU Central Receiving 1311 Belmont St Boise ID 83706
Contact Name	Accounts Payable	Contact Name	Fred Warr
Contact Phone	+1 (208) 426-1757	Contact Phone	1-1 208 4261757
Contact Email	FredWarr@boisestate.edu	Contact Email	FredWarr@boisestate.edu

**CONSENT  
AUGUST 20, 2025**

**SUBJECT**

Boise State University - 2025-2026 Master Charter Agreement for Football, Men's Basketball, Women's Basketball

**REFERENCE**

Not Applicable

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

In November 2022, Boise State University entered into a Services Agreement with Anthony Travel, LLC, to provide onsite athletic travel services pursuant to a cooperative agreement. Among the services provided by Anthony Travel are the coordination and purchase of charter flights for Boise State's football, men's basketball and women's basketball athletic programs. Boise State separately enters into a charter services agreement with Anthony Travel, which governs, in particular, the provision of such charter flight services, which are incorporated in statements of work provided by Anthony Travel as needed throughout the year.

Preliminarily, charter flight services for the 2025 football regular season are anticipated to total \$945,499. While scheduling for the men's and women's basketball seasons has not yet been finalized, Boise State anticipates costs consistent with last year, which were \$258,917 and \$283,750, respectively. While this total does not exceed the \$2 million threshold set forth in Board Policy Section V.I.2.a, such total does not account for post-season and tournament play for any of the three sports, which, when aggregated, are likely to exceed the financial threshold for Board approval.

Due to the time constraints associated with coordination of potential post-season travel at season's end, and the lead time associated with seeking Board approval, Boise State seeks Board approval to incur charter flight service costs in the foregoing approximate amounts, as well as for post-season charter flight costs that may exceed \$2 million, when aggregated with regular season costs.

Purchases of charter flights are made with a combination of local and appropriated funds.

**IMPACT**

Obtaining Board approval for reasonably anticipated post-season charter flight costs in advance will afford Boise State the ability to move efficiently to lock in favorable travel dates and rates without the necessity of seeking emergency approval from the Board.



**CONSENT**  
**AUGUST 20, 2025**

**ATTACHMENTS**

Attachment 1 – Master Charter Agreement (Anthony Travel)

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Boise State University's request is consistent with the provisions of Board Policy V.I.2.a., which requires Board approval for purchases exceeding \$2 million.

Even though individual charter costs for each sport listed are below the \$2 million threshold, the combined total, which includes potential post-season travel, is expected to exceed the limit.

By requesting advanced approval, BSU will have the flexibility needed to secure travel arrangements in a timely and cost-effective manner.

Board staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to incur charter flight costs in excess of \$2 million for the regular season and post-season travel needs of the football, men's basketball, and women's basketball teams.

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



This Master Charter Agreement (the “**Agreement**”) is hereby entered into and made effective as of July 1, 2025 (the “**Effective Date**”), by and between Anthony Travel, LLC (“**AT**”) and Boise State University (“**Charterer**”) (either AT or Charterer may hereinafter be referred to individually as a “**Party**” or collectively as the “**Parties**”). In the event of any inconsistency and/or conflict between the terms of this Agreement and any other document or agreement pertaining to the subject matter described herein, the terms of this Agreement shall prevail.

#### RECITALS

**WHEREAS**, subject to the terms and provisions of this Agreement, Charterer retains the services of AT as its agent for the provision of obtaining passenger charter air transportation (the “**Charter Flight(s)**”) and related services set forth in this Agreement on Charterer’s behalf; and

**WHEREAS**, the Parties hereto may enter into any number of supplements substantially in the form set forth in **Exhibit A** hereto (each, a “**Statement of Work**” or “**SOW**”) which will set forth the Charter Flights to be obtained by AT on behalf of Charterer as its agent and pursuant to this Agreement; and

**WHEREAS**, Charterer acknowledges and agrees that, pursuant to the terms and provisions of this Agreement and/or any individual SOW, AT is acting on Charterer’s behalf, exclusively, as an agent to solicit and procure the Passenger Aircraft Operator (the “**Air Carrier**”) that will provide the Charter Flights described in this Agreement.

**NOW THEREFORE**, in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

#### A. DEFINITIONS

1. General. As the context requires, capitalized terms used herein shall have the meanings ascribed herein or as set forth in the relevant SOW.

#### B. SERVICES

1. Services. (a) On behalf of Charterer, AT shall serve as Charterer’s air charter agent consistent with the terms of this Agreement. In such capacity, AT shall be responsible for arranging certain Charter Flights for and on behalf of the Charterer (the “**Services**”), each as more fully described in a separate Statement(s) of Work to be mutually agreed-upon by the Parties from time to time, each of which shall be incorporated into and made a part hereof, in accordance with the terms and provisions of this Agreement and all attachments hereto.

(b) Charterer understands and acknowledges that in its performance of the Services, AT shall identify and execute written agreements with various Air Carriers and other third parties (e.g. brokers) on behalf of Charterer, and that AT shall not directly provide, nor shall be responsible for the direct provision of, any Charter Flights to the Charterer. Charterer acknowledges and agrees that AT is not a direct air carrier, indirect air carrier and/or charter operator as defined by the United States Department of Transportation (the “**DOT**”) Regulations contained in 14 CFR 380 and is not licensed under Federal Aviation Regulation 14 CFR 91, 125, & 135.

(c) Upon Charterer’s execution of the SOW, AT will be authorized by Charterer to sign such contracts and agreements as necessary to effectuate the Services provided in the SOW, including those with the Air Carrier or other third party for the provision of the Charter Flight(s).

**C. TERM**

1. Term. The term of this Agreement shall begin on the Effective Date and continue, unless terminated earlier as provided herein, for one year indefinitely (the "**Term**"). The Term of this Agreement may be extended upon mutual, written agreement between the Parties.

**D. TERMINATION, CANCELLATION, AND DELAY**

1. Termination. (a) Either Party shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the other Party.

(b) Either Party shall have the right, but not the obligation, to terminate this Agreement upon the other Party's receipt of written notice with respect thereto:

(i) If the other Party commits a material breach of this Agreement that is not cured by the other Party within ten (10) days following receipt of written notice from the non-breaching Party (except in the case of non-payment by COMPANY, in which case no cure period shall be required); or

(ii) If the other Party becomes insolvent or becomes involved in bankruptcy proceedings.

(c) In the event that any SOW(s) is/are active at the time of termination of this Agreement, and unless otherwise mutually agreed-upon in writing by the Parties, the Parties shall complete their respective obligations thereunder, and any such SOW(s) shall terminate upon completion of such obligations.

2. Cancellation. (a) In the event economic conditions and/or operational costs out of AT's or the Air Carrier's control are such, AT shall be entitled to cancel any Charter Flight without penalty, except for a refund of any Deposit made (as described on the SOW containing the Charter Flight and below). Such economic conditions and/or operational costs include, without limitation, unexpected increases in, or the unavailability of insurance coverage at commercially reasonable rates, or due to civil unrest or political unrest, which in the opinion of AT would jeopardize the safety of Charter Flight Passenger(s) (the "**Passenger(s)**") and/or aircraft if the flight were to proceed.

(b) Notwithstanding the foregoing, Charterer may cancel or terminate any SOW and/or some or all of the Charter Flight(s) described therein upon written notice to AT. Charterer understands that AT shall be entering into contracts with Air Carriers and other third parties for the procurement of the services related to this Agreement, and if Charterer cancels or terminates any SOW and/or some or all of the Charter Flight(s) described therein, AT may be assessed cancellation or liquidated damages by the Air Carrier or other third party, and Charterer shall be obligated to pay all charges, fees, costs, expenses, or other financial liabilities incurred by AT, on the Charterer's behalf as a result of such cancellation.

3. Delay. (a) In the event of a flight delay, AT shall not be liable for any loss, damage, or expense suffered by Charterer or any Passengers. AT is not responsible to provide meals, accommodations, or incidental expenses related to a flight delay.

(b) If any delay in the commencement of a scheduled Charter Flight or any portion thereof is caused in whole or in part by the action or at the request of the Charterer or any person acting on its behalf, an additional charge may become payable to AT or the Air Carrier (the "**Delay Charge**"). At all times, AT or Air Carrier shall retain the right to refuse to delay a departure.

**E. COMPENSATION, PAYMENT, AND EXPENSES**

1. Compensation. In consideration of the Services provided by AT pursuant to each SOW, Charterer shall pay AT the respective amounts provided thereunder (the "**Fees**"). Notwithstanding the foregoing, Charterer understands and acknowledges that certain elements included within any Charter Flight(s) arranged by AT throughout performance of its Services, including, without limitation, fuel costs and other variable expenses, are subject to frequent variation and may cause variation in the Fees; as such, Charterer shall bear the costs of any increase in the Fees resulting from any such variation.

2. Fuel Basis. Specifically, and without limiting the foregoing, the Fees noted in each SOW have been priced based on the Base Fuel Price (**Base Fuel Price** is scheduled in each SOW). Any fuel cost incurred by AT over

the Base Fuel Price to the extent that the actual Base Fuel Price on each segment is greater than the agreement Base Fuel Price by at least ten (10) cents (\$0.10) shall be the responsibility of the Charterer. Any adjustments to the fuel costs will be calculated by AT no later than thirty (30) days from the last charter flight. At the time of billing, AT shall also supply the Charterer with a copy of the calculations of such billing. All amounts due to AT shall be paid within thirty (30) days of the date of billing.

3. Deposit. AT may require a Deposit to secure a specific Charter Flight (the “**Deposit**”). Such Deposit shall be scheduled on the same SOW prior to agreement by the parties.

4. Payment. Unless explicitly provided otherwise under any SOW, Charterer shall remit full payment of the Fees to AT no less than thirty (30) calendar days prior to the commencement of the first Charter Flight provided under any SOW; in the event that the Charter Flight arranged under any SOW is scheduled to take place less than thirty (30) calendar days from the effective date of the respective SOW, then Charterer shall remit full payment of the Fees therefor to AT upon execution of any such SOW. Payments not received in accordance with the foregoing timelines shall be subject to the maximum interest rates permitted by law.

5. Expenses. Charterer will be solely responsible for the following Expenses incurred by AT on behalf of Charterer (the “**Expenses**”):

(a) Any and all sales, use, or other taxes, fees, permits, and surcharges imposed by any foreign or domestic federal, state, county, or municipal agency/entity in connection with the fulfillment of AT’s obligations under each SOW; and

(b) Any and all expenses incurred by AT throughout the performance of its Services under each SOW, including, without limitation, security fees, meal and beverage surcharges, fees incurred due to changes in flight schedules, landing fees, special event fees, deicing fees, and other applicable charges and/or expenses.

(c) To the extent that any Expenses are not included in the Fees, Charterer shall remit payment to AT therefor within thirty (30) calendar days following receipt of an invoice detailing any such Expenses.

#### F. GENERAL CHARTER FLIGHT PROVISIONS

1. Regulations. In addition to the terms and provisions contained in this Agreement or in any SOW, all Charter Flights, and all Passengers will be subject to the laws, rules, and regulations of the Federal Aviation Administration (the “**FAA**”), the Transportation Security Administration (the “**TSA**”) and the DOT.

2. Manifest. (a) A “**Manifest**” is a required name list of every passenger and/or equipment that the Charterer wishes to have on board the Charter Flight. The Manifest shall contain the complete legal name, date of birth and gender of all Passengers scheduled for travel on each Charter Flight. A copy of the Manifest must be given to the Captain prior to the Charter Flight departing. For flight planning purposes as well as FAA security guidelines, a manifest is required 72 hours in advance of the Charter Flight to determine weight and balance for safety, as well as a security check of all proposed Passengers. Actual Passenger and cargo weights may be required as well as a list of all cargo items with dimensions. If the Manifest is not received 72 hours prior there is a possibility of a delay in the departure of the Charter Flight.

(b) If a Passenger is added less than 72 hours prior to departure of a Charter Flight, Passenger may be refused boarding if a proper security check cannot be conducted per the FAA security regulations governing charter operations.

(c) Charterer understands and acknowledges that each Air Carrier may have specific requirements and/or restrictions pertaining to the weight, size, and/or character of baggage and/or cargo to be transported. AT shall use reasonable efforts to notify Charterer of any such requirements and/or restrictions; provided, however, that any failure by AT to notify Charterer thereof shall not constitute a breach of this Agreement and/or any SOW. Notwithstanding the foregoing, Charterer shall be wholly responsible for ensuring that any and all of Charterer’s or Passengers Baggage (the “**Baggage**”) and/or cargo complies with the requirements and/or restrictions of any respective Air Carrier, and Charterer shall be solely responsible for any and all liabilities, charges, and/or expenses resulting therefrom.

(d) Charterer represents and warrants that each Manifest accurately describes the Passengers and/or equipment actually contained in the Manifest, and that AT shall be entitled to rely thereon

without any independent investigation. Charterer shall be solely responsible for any and all discrepancies contained in any Manifest, and Charterer shall be solely responsible for any and all Losses resulting therefrom.

3. Identification. All Passengers must present a Government issued Photo ID in order to board the flight. Examples of Government issued Photo ID include, without limitation, a State Issued Driver's License or Passport. However, it is the responsibility of Charterer and/or the individual Passenger to comply with the specific Air Carrier's and the Federal Aviation Administration's Identification Guidelines. Boarding will be denied without proper identification being presented. Photocopies will not be acceptable.

4. Boarding. (a) Security screening is required of all Passengers prior to boarding the aircraft. To expedite boarding, it is requested that all Passengers limit their carry-on baggage and/or belongings they bring onto the aircraft.

(b) The Air Carrier shall determine the time of boarding and departure from the origin point and all intermediate points on each Charter Flight. If the Charterer does not have the Passengers or cargo ready for boarding, or if individual Passenger(s) fail to present themselves, at the time specified by the Air Carrier or within thirty (30) minutes thereafter, the Charter Flight may depart without such Passenger or cargo.

(c) Passengers may not be eligible for denied boarding compensation if Passengers have not presented themselves at the boarding point at least sixty (60) minutes prior to the scheduled departure time.

(d) The Air Carrier shall have the right, without refund or reduction of the Fee's to utilize any unused Passenger or cargo space in the aircraft for the transportation of the Air Carrier's own personnel necessary for operation of the charter flight(s).

(e) All seat assignments are subject to cancellation if the Passenger is not on board the aircraft at least ten (10) minutes prior to departure.

5. Baggage. (a) The Air Carrier will accept Baggage for transportation, subject to the following conditions:

- (i) All baggage is subject to inspection; and
- (ii) Air Carrier will not accept Baggage, the size, weight or character of which makes it unsuitable for transportation on the aircraft as determined by the Air Carrier. Items that are considered unacceptable for transportation as checked baggage, with or without the Air Carrier's knowledge thereof include, without limitation, money, negotiable papers, securities, irreplaceable business documents/books/manuscripts/publications, jewelry, silverware, precious metals, antiques, artifacts, paintings and other works of art, lifesaving medication, samples, photographic/electronic equipment, animals, fragile articles and other similar items.

(b) Checked and Carry On Baggage: Subject to the availability of space on the aircraft, and at the Air Carrier's sole discretion, each Passenger may bring up to three pieces of baggage on a flight, unless otherwise stated in an SOW. The combined checked and carry-on baggage allowance may be one of the following:

- (i) three pieces checked and no carry-on; or
- (ii) two pieces checked and one carry-on, or
- (iii) any other combination as described by the Air Carrier or as set forth in an SOW.

(c) Any baggage or equipment that does not safely fit on board the aircraft will be the responsibility of the Charterer.

(d) **Firearms:** If permitted by the Air Carrier, and in accordance with Federal law, a Passenger who presents Baggage containing a firearm must sign a declaration that the firearm is unloaded and placed in a suitable container before such Baggage will be checked. Ammunition must be securely packed in durable fiber, wood or metal boxes or in the manufacturer's original package.

(e) **Hazardous Articles:** The following articles are classified as hazardous and must not be carried in Baggage or by Passengers: compressed gases, corrosives, explosives (such as fireworks and munitions), flammables (such as matches and lighter fuels), poisons, magnetic and radioactive materials and all other items restricted by government regulations. Pursuant to DOT requirements, Charterer will provide the following notice to its Passengers:

FEDERAL LAW FORBIDS THE CARRIAGE OF HAZARDOUS MATERIALS ABOARD AIRCRAFT IN YOUR LUGGAGE OR ON YOUR PERSON. A VIOLATION CAN RESULT IN FIVE YEARS' IMPRISONMENT AND PENALTIES OF \$250,000 OR MORE (49 U.S.C. 5124). HAZARDOUS MATERIALS INCLUDE EXPLOSIVES, COMPRESSED GASES, FLAMMABLE LIQUIDS AND SOLIDS, OXIDIZERS, POISONS, CORROSIVES AND RADIOACTIVE MATERIALS. EXAMPLES: PAINTS, LIGHTER FLUID, FIREWORKS, TEAR GASES, OXYGEN BOTTLES, AND RADIO-PHARMACEUTICALS. THERE ARE SPECIAL EXCEPTIONS FOR SMALL QUANTITIES (UP TO 70 OUNCES TOTAL) OF MEDICINAL AND TOILET ARTICLES CARRIED IN YOUR LUGGAGE AND CERTAIN SMOKING MATERIALS CARRIED ON YOUR PERSON. FOR FURTHER INFORMATION CONTACT YOUR AIRLINE REPRESENTATIVE.

(f) AT is not liable for the damage to, delay of or loss of Baggage or personal property. Air Carrier may limit its liability for the damage to, delay of or loss of baggage or personal property to an amount equal to Warsaw Convention Limits of Liability. Under no circumstances will AT be liable for any special, incidental, punitive or consequential damages, including but not limited to loss of profits or income, regardless of whether AT had knowledge that such damages might be incurred as a result of said loss of damage.

6. **Departures, Arrivals.** Departure or arrival times scheduled or designated in traffic or other documents issued shall indicate only approximate times and shall form no part of this Agreement, nor represent any undertaking to depart or arrive at such times. AT shall use its best efforts to meet Charterer's requested departure times. AT does not assume responsibility for making connections and is not liable for any expenses or Losses whatsoever related to missed connections.

7. **Refusal to Transport.** The Air Carrier may refuse to transport, or may remove from any Charter Flight at any point, any Passenger:

(a) In compliance with any government regulation or requisition of space;  
(b) Whenever necessary or advisable due to weather or other conditions beyond the Air Carrier's control (including, without limitation, acts of God, labor disturbances, strikes, civil commotions, embargos, war, hostilities or disturbances), whether actual, threatened or reported;

(c) If the Air Carrier's Captain or First Officer determines that such Passenger's conduct is disorderly, abusive or violent, or such Passenger:

- (i) Appears to be intoxicated or under the influence of drugs;
- (ii) Attempts to interfere with any member of the flight crew;
- (iii) Appears to be mentally deranged or incapacitated;
- (iv) Engages in any action that might jeopardize the safety or comfort of other Passengers;
- (v) Causes any unusual hazard or risk to himself/herself or to other persons or to property.

(d) In accordance with the Air Carrier's rules and regulations pertaining to acceptance of Passengers or refusal to transport Passengers, or other applicable rules and regulations of the carrier.

(e) In the event that the Charterer or any Passenger or prospective Passenger on any Charter Flight has failed to observe the Regulations, AT shall have the right, at its option, to either cancel the Charter Flight or to refuse to board any of the Passengers or prospective Passengers of such Charter Flight without liability or penalty of any kind. In addition, Air Carrier may refuse to transport or may remove any Passenger if such refusal or removal is necessary for the reasonable safety and comfort of the Passengers or if the refusal or removal is the result of such Passenger creating a hazard or risk to himself or other persons or to property. In the event of such refusal or removal, AT shall not be required to refund any charges paid by Charterer.



8. International and Domestic Flights. Charterer, and not AT or Air Carrier, shall be responsible for obtaining all necessary travel documents and for complying with the laws of each country from, through, or to which it desires transportation and, unless applicable laws provide otherwise, shall indemnify AT and Air Carrier by reason of Charterer's failure to do so. AT and Air Carrier shall not be liable for any aid or information given by its agents, servants, or employees to Charterer or any Passenger in connection with obtaining such documents or complying with such laws, whether given orally or in writing, or otherwise, unless such aid or information involves the gross negligence or willful misconduct of Air Carrier or AT, or for the consequence to Charterer or any Passenger resulting from his failure to obtain such documents or to comply with such laws.

#### G. INDEMNITY, LIABILITY, AND INSURANCE

1. Indemnity. (a) Indemnity by Charterer: : To the extent permitted by Idaho law, and subject to the limitations of liability specified in §§ 6-901 through 6-929, inclusive, Idaho Code (the "Idaho Tort Claims Act"), Charterer agrees to indemnify and hold harmless AT and its parents, subsidiaries and affiliates, and each of their respective members, officers, directors, principals, employees, agents and representatives (all such entities and persons, collectively, the "**AT Indemnified Parties**") from and against any and all claims, liabilities, suits, demands, costs, damages (including bodily or personal injury, death, and property damage) and expenses in connection with any direct or third party claim (including reasonable legal fees and expenses) (collectively, "**Losses**") suffered or incurred by the AT Indemnified Parties to the extent caused by, related to or in connection with (i) Charterer's breach of this Agreement, including, without limitation, any of Charterer's representations and warranties herein; (ii) the actions or omissions, including, without limitation, the negligence or intentional misconduct, of Charterer and/or Charterer's officers, directors, principals, employees, guests and/or any other entity or personnel that is, was or should have been under Charterer's control or supervision. Charterer shall cause AT to be named as an additional insured under its liability policies to the extent of the contractual liability assumed by the Charterer. Nothing herein shall be deemed to constitute a waiver by [University] of any privilege, protection, or immunity otherwise afforded to it under the Idaho Constitution, Idaho Tort Claims Act, or other applicable law. Nothing contained herein shall be deemed a waiver of [University's] sovereign immunity, which is hereby expressly retained.

(b) Indemnity by AT: AT agrees to indemnify and hold harmless Charterer and its parents, subsidiaries and affiliates, and each of their respective members, officers, directors, principals, employees, agents and representatives (all such entities and persons, collectively, the "**Charterer Indemnified Parties**") from and against any and all Losses suffered or incurred by the Charterer Indemnified Parties to the extent caused by, related to or in connection with (i) AT's breach of this Agreement, including, without limitation, any of AT's representations and warranties herein; (ii) the actions or omissions, including, without limitation, the negligence or intentional misconduct, of AT and/or AT's officers, directors, principals, employees and/or any other entity or personnel that is, was or should have been under AT's control or supervision, but specifically excluding the Air Carrier. AT shall cause Charterer to be named as an additional insured under its liability policies to the extent of the contractual liability assumed by AT.

2. Liability. (a) Charterer understands and acknowledges that through the provision of its Services, AT is not directly providing any air carrier services or Charter Flights to Charterer; as such, AT shall not be liable for any and all Losses resulting from any transportation delays, regardless of the source of any such delays, or the acts or omissions of any Air Carrier providing the flights.

(b) CHARTERER HEREBY AGREES THAT AT'S TOTAL LIABILITY HEREUNDER AND/OR UNDER ANY SOW SHALL BE LIMITED TO THE TOTAL FEES ACTUALLY PAID TO AT BY CHARTERER PURSUANT TO ANY SUCH SOW. UNDER NO CIRCUMSTANCES SHALL ANY OF THE AT INDEMNITEES BE LIABLE TO COMPANY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY ASPECT OF THIS AGREEMENT AND/OR ANY SOW.

(c) The Charterer expressly agrees to provide reasonable notice to its Passengers of AT's limited liability for loss or damage and death or personal injury to Passengers as set forth above. The Charterer assumes the duty to notify all the Passengers in writing and to provide such notification at the Charterer's sole expense.

3. Insurance. AT will make reasonable efforts to cause all insurance policies required to be maintained by the Air Carrier pursuant to this Agreement to be issued by insurers reasonably acceptable to Charterer and, if permitted by the Air Carrier, to name as additional insureds under each of such policies Charterer and its owners, directors, officers, employees, agents and representatives (hereinafter individually and collectively referred as the "Charterer Entities"), and shall require all insurers to waive all rights of subrogation against each of the Charterer Entities in respect of such coverage. For each such policy of insurance, AT shall cause a certificate of insurance, including the conditions set out above, to be issued to Charterer no less than ten (10) days prior to the commencement of each Contract Period, and from time to time thereafter as such parties may reasonably request. In addition, AT shall cause Charterer to receive thirty (30) days prior written notice of cancellation or material change of any such policy of insurance. AT will at all times comply with all representations, warranties and other terms and conditions of each policy of insurance required hereunder.

#### H. FORCE MAJEURE

1. Force Majeure. (a) Either Party's performance and/or any Charter Flight hereunder may be made impossible, impracticable, unsafe, or otherwise hazardous due to circumstances beyond the reasonable control of such Party, including, without limitation, acts of God; severe/inclement weather; acts of war; riot; fire; explosion; accident; failure of means of transportation; flood; sabotage or terrorist act; governmental or court ordered laws, regulations, requirements, orders or actions; permitting, zoning, ordinance, licensing or other city/municipal/state/parish issues; injunctions or restraining orders; strike(s) or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); fuel shortages, technical failures beyond the reasonable control of the parties hereto; or other causes of a similar or different nature beyond the reasonable control of the Parties hereto (any of the foregoing, a "Force Majeure Event"). In the event that either Party is unable to carry out its obligations hereunder and/or under any SOW due to a Force Majeure Event, such failure shall not be considered a breach of this Agreement and/or any SOW, and such Party shall have the right to terminate this Agreement and each Party shall return any and all payments to the other Party in connection with its obligations hereunder and/or under any SOW, less solely those approved, documented, and unrecoverable expenses incurred in connection with any obligations hereunder and/or under any SOW.

(b) Without limiting the foregoing, Charterer acknowledges and understands that any Air Carrier, whether before or during transit, is subject to, and may experience delays, cancellations, re-routing of flight plans, changes in landing location, itinerary and/or flight schedule for reasons specified under Force Majeure, and/or disturbances from, inclement weather, severe weather, and/or other unforeseen occurrences. As such, AT shall not be responsible for any Losses incurred by Charterer resulting from any such Air Carrier or Charter Flight delays, cancellations, and/or disturbances, and Charterer explicitly waives any and all right to recover from AT therefor.

(c) If a Charter Flight is delayed or canceled because of mechanical or electronic difficulties with the aircraft, a weather observation or forecast indicating either that environmental conditions will result in the closure of a departure or arrival airport or that weather conditions will be below the minimums set by the Federal Aviation Administration for landing or take-off, no ground transportation, lodging, meals, or amenities will be provided by AT.

(d) If the Air Carrier cancels a Charter Flight or changes the landing location, itinerary or flight schedule for any reason specified under Force Majeure, the Air Carrier shall, as applicable, use its reasonable efforts to furnish an aircraft for Charterer's use in substitution for the one allocated to such charter flight.

(e) Charterer acknowledges and agrees that AT is not responsible for delays, Losses or damages of any kind caused, in whole or in part by a Force Majeure Event, mechanical or electronic difficulties with the aircraft, adverse meteorological conditions, Air Traffic Control (the "ATC") delays or other unforeseeable circumstances.



**I. OPERATIONAL CONTROL OF AIRCRAFT**

1. Control. (a) Charterer acknowledges that Air Carrier, and not AT, shall have operational control of the aircraft at all times. Air Carrier will not operate any flight that cannot be accommodated within the normal operating specifications of the aircraft, or that would contravene any governmental rule, regulation or procedure, or that in the final judgment of the pilot in command of the flight would endanger the safety of the Passengers, crew or the aircraft.  
(b) Charterer and all Passengers shall observe all instructions of the Air Carrier's flight crew, employees and agents. The pilot in charge shall not be obligated to comply with any request from the Charterer or any Passenger.  
(c) The Air Carrier and pilot-in-command shall have complete authority and discretion over aircraft, support facilities and all matters concerning the preparation and operation of aircraft including the suitability of the weather and landing areas, the condition of aircraft for flight, landing of aircraft, the manner of flight and all other factors affecting flight safety. In this regard, the pilot-in-command shall have sole discretion to determine whether flights should be rerouted, shortened, delayed, terminated or refused. If the Air Carrier or the pilot-in-command determines that landing facilities at any point on the flight route(s) are not adequate or safe for landing purposes, or if landing is prohibited or restricted by law, regulations, adverse weather or operating conditions, Air Carrier may substitute an alternate airport where adequate and safe facilities are available and landing may be accomplished. In any such event, Air Carrier and AT shall be deemed to have fulfilled their contractual obligations hereunder as if there were no diversion. AT and Air Carrier shall have no liability to Charterer for delays or cancellation caused by over-flight restrictions or the unavailability of landing slots at any intermediate or final destination.

**J. MISCELLANEOUS**

2. Compliance. (a) Each of Charterer and AT represent that it is authorized, pursuant to existing laws and applicable regulations, to enter into this Agreement and to its obligations hereunder.  
(b) Charterer shall be responsible for ensuring that all Passengers comply with all TSA, FAA and DOT Regulations as well as all terms and provisions of this Agreement.  
(c) Charterer shall also be responsible for all damages by Passengers to the property of Air Carrier excepting reasonable wear and tear.
3. Large Aircraft. If the Charter Flight is to be operated with a large aircraft as defined under the regulations of the DOT, the Air Carrier must maintain an escrow account and/or a security agreement in conformity with Section 212.8 of the DOT's Rules. If the Air Carrier uses an escrow account to comply with the regulation, AT will deposit the Charter Flight Price (the "**Charter Flight Price**" shall be the cost of the transportation provided by the Air Carrier and any applicable fees and taxes associated therewith) in that account, to be withdrawn by the Air Carrier only as permitted under the said DOT regulations. This provision may impact the payment procedures and/or the Deposit(s) outlined for a Charter Flight on a corresponding SOW.
4. Confidentiality. All terms and conditions of this Agreement shall be kept strictly confidential and shall not be disclosed to third parties except on a "need to know" basis without the prior written consent of both parties, other than as required by law. Neither Party shall make, issue or distribute any public statement or press release naming the other Party or related to this Agreement without the prior written consent of the other Party. As such, it is further understood and agreed that neither Party shall publicly disparage the other Party or its affiliates in any manner likely to cause negative publicity as it relates to the subject matter of this Agreement regardless of whether there is reasonable belief that such statements are true or not.
5. Non-Solicitation. Commencing on the Effective Date and for two (2) years after the last day of the Term, Charterer shall not solicit the employment of, or employ any of AT's personnel, consultants or employees without AT's prior, written consent in each instance. The foregoing shall not (a) restrict Charterer from hiring any such individual that contacts it on his or her own initiative, or (b) apply to general solicitations to hire through the use of advertising, recruiters, or otherwise.
6. Assignment. The Agreement and/or any SOW is binding upon and inures to the benefit of the Parties to this Agreement and/or any SOW and their respective successors and assigns. Notwithstanding the preceding

sentence, Charterer may not assign, by operation of law or otherwise, this Agreement and/or any SOW, or any of the rights, benefits or obligations under this Agreement and/or any SOW, without AT's prior written consent. Any attempt by Charterer to assign without AT's written consent will be null and void and will give AT the right, but not the obligation, to cancel and terminate this Agreement and/or any SOW without liability. AT shall have the right to assign this Agreement and/or any SOW to any entity, company or individual.

7. Remedies. The rights and remedies provided in the Agreement are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

8. Additional Documents. Charterer will execute and deliver to AT any and all documents consistent with this Agreement and/or any SOW as reasonably necessary to effectuate the purposes of this Agreement and/or any SOW when and as directed by AT or applicable authority.

9. Notices. All notices and payment hereunder are effective when received at the addresses provided herein or any subsequent address provided in writing by one Party to the other Party.

10. Waiver. If a Party at any time fails to demand strict performance by the other of any of the terms, covenants, or conditions set forth in this Agreement and/or any SOW, such Party does not waive or relinquish the right at any time to demand strict and complete performance by the other of the same or other terms, covenants, and conditions.

11. Headings. Section headings contained in this Agreement and/or any SOW are solely for the purpose of aiding in speedy location of subject matter and are not to be given any weight in construing the Agreement and/or any SOW.

12. Choice of Law; Dispute Resolution. This Agreement shall be construed under, and enforced in accordance with, the laws of the State of Idaho, including its statutes of limitations, without giving any effect to the choice of law principles in the State of Idaho.

The Parties shall first endeavor to resolve the dispute or claim by negotiating in good faith for a period of thirty (30) days after the Party asserting the dispute or claim delivers written notice thereof to the other Party. Thereafter, any action to enforce the Agreement shall be brought in federal or state court in Ada County, Idaho. The Parties hereby consent to jurisdiction of such courts.

Notwithstanding anything set forth herein to the contrary, both Parties agrees that in no event shall either Party be entitled to any injunctive or other equitable relief other than for a breach of the confidentiality provisions herein.

13. Relationship of the Parties. The Parties' relationship, as established by this Agreement, is that of principal (Charterer) and independent contractor (AT) acting as the agent of Principal. This Agreement does not create any partnership, joint venture or similar business relationship between the Parties. Neither Party is a legal representative of the other Party, and neither Party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other Party for any purpose whatsoever, except for AT's provision of Charter Flights on behalf of the Charterer as described in this Agreement and/or on any individual SOW.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes any other prior understandings, written or oral, between the Parties with respect to the subject matter contained herein. THE PARTIES ACKNOWLEDGE AND AGREE THAT, IN ENTERING IN TO THE AGREEMENT, THEY HAVE NOT IN ANY WAY RELIED UPON ANY ORAL OR WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. No variations, modifications, or changes to this Agreement are binding on any Party to the Agreement unless set forth in a document duly executed by or on behalf of such Parties. To the extent there is a conflict between this Agreement and another executed document between the Parties related to the subject matter contained herein (whether such other document is executed before or after this Agreement), the terms of this Agreement control except to the extent that the other document specifically identifies a section of this Agreement and states that it is amending that particular section.

14. Survival. Those provisions of this Agreement which by their nature extend beyond termination or expiration of this Agreement will survive such termination or expiration, inter alia, indemnifications, warranties, and insurance terms.

15. Section References. When this Agreement and/or any SOW makes reference to an article, section, paragraph, clause, schedule or exhibit, that reference is to an article, section, paragraph, clause, schedule or exhibit of this Agreement unless the context clearly indicates otherwise. Whenever the words "include," "includes," or "including" are used in this Agreement and/or any SOW, they are deemed to be followed by the words "without limitation." Any reference to gender extends to and includes all genders.

17. Severability. If a mediator, arbitrator, or court holds, for any reason, that one or more provisions of this Agreement and/or any SOW are invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement and/or any such SOW, but such provision will be deemed deleted, and the deletion will not affect the validity of other provisions of this Agreement and/or any such SOW.

18. Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. This Agreement may be executed by facsimile, PDF, or other electronic signature.

19. Construction. All Parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, any SOW's, and/or any amendment or exhibits thereto.

20. Certifications. University is prohibited by state law from entering into certain contractual agreements. AT hereby certifies that: (i) pursuant to Idaho Code Section 67 2346, if it is a company, if the total value of the contractual agreement exceeds one hundred thousand dollars (\$100,000) and it employs ten or more persons, it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control or a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302(2)(d), Idaho Code; (ii) pursuant to Idaho Code Section 67 2359, if it is a company, it is not currently owned or operated by the People's Republic of China led by the Chinese communist party and will not for the duration of the Agreement be owned or operated by the People's Republic of China.

**CONSENT**  
**AUGUST 20, 2025**

**ATTACHMENT 1**

By their signatures or their authorized representative's signatures, the parties agree to and accept this Agreement:

ANTHONY TRAVEL, LLC

BOISE STATE UNIVERSITY

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

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

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

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

**CONSENT  
AUGUST 20, 2025**

**SUBJECT**

Boise State University - NIKE All-Sport Contract

**REFERENCE**

April 2012	Board approved six year multi-sport product supply and sponsorship agreement with NIKE, Inc.
October 2013	Board approved extension to agreement with NIKE
June 2018	Board approved six year All Sport product supply and sponsorship agreement with NIKE

**APPLICABLE STATUTE, RULE OR POLICY**

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

**BACKGROUND/DISCUSSION**

Boise State University seeks approval to enter into a new All-Sport product supply and sponsorship agreement with NIKE, Inc. with a term from July 1, 2025, through June 30, 2029. This agreement gives the University the right to purchase a capped amount of product (up to \$5.2M retail value) from NIKE at a discounted rate. In addition to the right to purchase at discount, Boise State will provide NIKE with an exclusive right to supply the department, and a right to utilize Boise State marks, photographs and footage. Boise State Athletics would use NIKE, Inc. as the exclusive uniform, equipment and side-line apparel provider for the athletics covered programs.

Performance bonuses from NIKE for achievements in Football, Women's and Men's Basketball, and Softball are included, ranging from a \$30,000 bonus for winning the football conference championship to \$25,000 for softball competing in the College World Series.

**IMPACT**

NIKE is a major recruiting tool for student-athletes, and a complement brand for the athletic department and its sport programs. The direct-with-NIKE agreement provides deep discounts on product provided to Boise State with very favorable terms without having to coordinate through a third party, along with performance incentives for certain achievements.

**ATTACHMENTS**

Attachment 1 – NIKE-Boise State University, 2025-29, All Sport Agreement

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

Boise State University's proposed All-Sport Agreement with NIKE, Inc. is consistent with prior agreements approved by the Board and provide continued access to high quality athletic apparel and equipment at favorable pricing.

**CONSENT**  
**AUGUST 20, 2025**

The agreement maintains NIKE's exclusive supplier rights and includes performance-based incentives, further aligning with BSU's competitive goals. The direct relationship with NIKE strengthens BSU's athletic brand, supports recruiting as well as overall program visibility.

Board staff recommends approval.

**BOARD ACTION**

I move to approve the request by Boise State University to enter into an All-Sport Agreement with NIKE, in substantial conformance with Attachment 1, for product supply and sponsorship.

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



### NIKE ALL-SPORT CONTRACT

This NIKE All-Sport Contract (this "Contract") is between NIKE USA, INC. ("NIKE") and BOISE STATE UNIVERSITY ("UNIVERSITY"). This Contract begins on July 1, 2025, and ends on June 30, 2029 (the "Term").

#### A. NIKE COMMITMENTS.

During the Term, NIKE will provide UNIVERSITY with the following benefits:

##### 1. NIKE Products.

(a) Each Contract Year, UNIVERSITY shall be entitled to order directly from NIKE for exclusive use by Covered Programs during the Term up to \$5,000,000 (retail value) of NIKE Products ("Annual Product Allotment") at below wholesale prices (discount to be reflected on the invoice). UNIVERSITY must comply with NIKE ordering and payments systems, policies, and procedures. UNIVERSITY is solely responsible for paying all shipping costs and applicable taxes. Any NIKE Products ordered by UNIVERSITY in excess of the Annual Product Allotment will be billed to UNIVERSITY at wholesale pricing. For Contract Year 1, UNIVERSITY may be required to place orders for NIKE Products prior to the beginning of the Term to ensure timely delivery in advance of the start of the applicable sports/Contract Year.

(b) In addition to the Annual Product Allotment, each Contract Year UNIVERSITY shall be entitled to order up to \$200,000 (retail value) of NIKE Products through NIKE Elite (and subject to procedures established by NIKE for such purposes), to be allocated by the Director of Athletics. No carry-over of unordered Annual Product Allotment or NIKE Elite from one Contract Year to another is permitted.

2. **Royalties.** If the NIKE Group uses UNIVERSITY Marks on a NIKE Product for retail sale (collectively, "Licensed Products"), the NIKE Group will pay UNIVERSITY a royalty of 15% of Net Sales (except footwear, for which the NIKE Group will pay 5% of Net Sales). UNIVERSITY acknowledges that no royalty will be payable on Products provided by NIKE pursuant to this Contract.

3. **Bonuses.** If UNIVERSITY achieves any of the milestones listed in the attached Appendix A, NIKE will pay UNIVERSITY the applicable performance bonus ("Performance Bonus").

#### B. UNIVERSITY COMMITMENTS.

During the Term, UNIVERSITY will provide NIKE with the following benefits:

1. **Grant of Sponsorship Rights.** UNIVERSITY grants the NIKE Group the following rights:


(a) The exclusive right to supply Products for the Covered Programs;

(b) The right to utilize UNIVERSITY Marks, the Coach Properties and the Designations worldwide, in any media, platform, or context for any purpose reasonably related to manufacturing, marketing, and selling Products or promoting NIKE brands.

(c) The right to use (without a fee) game photographs, videotape or film footage owned and controlled by UNIVERSITY of any and all Covered Programs, subject to applicable Conference and NCAA rules and regulations with respect to the depiction of eligible athletes.

2. **Grant of Retail Rights.**

(a) UNIVERSITY will enter into, or cause UNIVERSITY's licensing agent to enter into, and maintain in full force and effect throughout the Term, a retail license or licenses (the "License Agreement") granting the NIKE Group:

 GSM Contract: Highly Confidential



- i. the exclusive, worldwide right and license to use UNIVERSITY Marks on or in connection with the manufacture, marketing, and sale of:
    1. all jersey silhouettes (including authentic, alternative jerseys, replica jerseys, throwback jerseys);
    2. Authentic Competition Apparel in the specific silhouettes provided to each Covered Program;
    3. Performance Apparel; and
  - ii. the non-exclusive, worldwide right and license to use UNIVERSITY Marks on or in connection with the manufacture, marketing, and sale of other Products.
- (b) Throughout the Term, UNIVERSITY will not, directly or through any of its licensing agents, enter into or maintain any license to use UNIVERSITY Marks with adidas, alo, Reebok, Puma, Under Armour, New Balance, Brooks, HOKA, On Running, OOFOS, Li-Ning, Anta, Asics, Skechers, Saucony, NOBULL, Athleta, Vuori, lululemon, Vans or their respective subsidiaries, affiliates, brands, controlled brands or licensees (collectively, the "Key Competitors"). The parties acknowledge and agree that NIKE may, acting in good faith and upon reasonable prior notice, amend the list of Key Competitors during the Term, provided at no time will the list of Key Competitors exceed 25 third-party names.
- (c) In addition, UNIVERSITY will not, and none of their licensing agents will, knowingly permit the sale within any UNIVERSITY-controlled venue (e.g., stadium or arena concessions) or retail establishment (e.g., UNIVERSITY bookstore) of any product manufactured or sold by any Key Competitor, if UNIVERSITY controls the concession or retail operations therein. In the event such concession and retail operation rights have been outsourced to a third party, UNIVERSITY agrees to advise such third party of UNIVERSITY's commitment to NIKE brand exclusivity and its desire to support such exclusivity at retail.
- (d) Notwithstanding Paragraph 2(a) above, if NIKE fails or ceases to manufacture and sell jerseys for any non-Flagship Program, then UNIVERSITY shall have the right, subject to prior approval by NIKE exercised in its reasonable discretion, to grant a third party the right to manufacture and distribute such jerseys, provided (1) such jerseys do not bear any externally visible manufacturer identification or brand, (2) such jerseys are not sourced from a Key Competitor, and (3) UNIVERSITY agrees to cease utilizing such alternative licensee(s) upon written notice NIKE will manufacture and distribute such jerseys.
- (e) Neither UNIVERSITY nor any of its licensing agents will permit any third party licensee to create or sell any product with design elements confusingly similar in design or appearance to any original and/or unique elements created by NIKE for use on Licensed Products without NIKE's prior approval.
- (f) In the event of any conflict, the terms and conditions of this Contract will control and prevail over the terms and conditions of the License Agreement.
3. **Wear and Use of NIKE Products.** As an exclusive NIKE university, UNIVERSITY will require Coaches, Team members, and Staff to exclusively wear and use NIKE Products during all Covered Program Activities in accordance with Paragraph 3 of the NIKE Standard Terms and Conditions.
4. **Exclusivity.** UNIVERSITY will not, in any way (a) partner with, promote, or endorse a Key Competitor or (b) unless otherwise permitted herein, promote, endorse, or supply to any Covered Program any third-party Products.
5. **Promotional Appearances.** Each Contract Year, NIKE may request, upon reasonable prior notice and subject to coaching commitments, up to two appearances by the Coach of each Flagship Program and up to two appearances by the Coach of each remaining Covered Program. No single appearance will exceed eight hours (excluding travel), unless otherwise agreed with the Coach in advance. NIKE will pay all reasonable and necessary documented out-of-pocket expenses of each Coach in connection with any appearance.

6. **NIKE Sponsor Benefits.** Each Contract Year, UNIVERSITY will provide NIKE with the sponsorship benefits set forth on Appendix A at no additional cost to NIKE.
7. **Pre-Existing Agreements.** NIKE acknowledges that UNIVERSITY is party to certain pre-existing contracts for product supply as set forth on Appendix A and NIKE agrees that (a) with respect to any supplied product that is a Product pursuant to this Contract, no later than the listed date of expiration of the relevant pre-existing contract, such Product(s) shall be covered in all respects by this Contract and UNIVERSITY shall not extend, renew or replace such existing contract with respect to such Product(s); and (b) with respect to other supplied products, such contracts may be maintained, extended, or replaced during the Term provided (i) in the event such contract is replaced by another supplier, such replacement supplier cannot be a Key Competitor, and (ii) NIKE has not given notice pursuant to Paragraph 6 of the NIKE Standard Terms and Conditions. Any additions to Appendix A are subject to NIKE's prior written approval, not to be unreasonably withheld.

**UNIVERSITY**

1910 University Drive  
Mail Stop 1020  
Boise, ID 83725

**NIKE USA, Inc.**

One Bowerman Drive  
Beaverton, OR 97005

By: \_\_\_\_\_  
(signature)  
Jeramiah Dickey  
Director of Athletics

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)  
Alicia Estey  
CFO, COO, VP Finance

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

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

**APPENDIX A**

1. **Performance Bonuses.** NIKE will pay UNIVERSITY the Performance Bonus set opposite such achievement below within 30 days of NIKE's receipt of written notice such bonus has been earned. If UNIVERSITY has not provided written confirmation within the Contract Year the bonus was earned, such bonus will be forfeited.

<b>Performance Achievement</b>	<b>Cash Performance Bonus</b>
<b>Football</b>	
Plays in Conference Championship game	\$10,000
Wins Conference Championship game	\$20,000
Plays in CFP First Round game	\$10,000
Plays in CFP Quarterfinals game	\$15,000
Plays in CFP Semi-Final game	\$25,000
Plays in the National Championship game	\$50,000
Wins the National Championship	\$100,000
<b>Basketball (men's and women's)</b>	
Wins Conference Tournament Championship Game	\$10,000
Plays in NCAA Final Four	\$25,000
Wins the National Championship	\$50,000
<b>Baseball and Softball</b>	
Plays in NCAA Super Regional	\$10,000
Plays in NCAA College World Series	\$15,000
Wins NCAA College World Series	\$25,000

All football bonuses are cumulative. CFP bye weeks are not bonus eligible. All non-football bonuses are non-cumulative (i.e., NIKE will pay only the highest bonus earned). All bonuses are subject to reimbursement if any achievement resulting in a bonus is vacated.

Within 45 days of full execution of this Contract, NIKE shall pay UNIVERSITY an additional, one-time bonus in the amount of \$15,000 for UNIVERSITY's 2024 football performance achievements.

2. **Sponsorship Benefits.**

- (a) **Tickets.** Each Contract Year, UNIVERSITY will provide season (home and neutral site) and postseason tickets for each Covered Program as set forth below. To the extent reasonably possible, UNIVERSITY will arrange for all season tickets to be adjacent seats in blocks of four or more seats in prime non-donor location seating (between the 30-yard lines or at or near center court as applicable). All tickets for home football and basketball games will include three "sponsor area" parking passes. UNIVERSITY will use reasonable efforts to fulfill NIKE requests to purchase additional quantities of tickets.

<b>PROGRAM</b>	<b>NO. OF TICKETS</b>
Football	6
Conference Championship / CFP Games	6 (per round)
Bowl Games (Non-CFP)	8
Men's Basketball	6
Women's Basketball	6
Basketball Tournament (Men's) (Conference & NCAA or NIT, if UNIVERSITY participates)	6 (per round)
Basketball Tournament (Women's) (Conference & NCAA or NIT, if UNIVERSITY participates)	6 (per round)
Other Covered Programs	Up to 6 best available (adjacent seats)

Each Contract Year, NIKE will receive 38 additional tickets to one mutually agreed regular season home football game.

- (b) **Other Promotional Benefits.** Each Contract Year, if requested by NIKE and upon reasonable advance notice, NIKE will receive the following additional sponsorship benefits:
- i. The right to host a hospitality event on, or adjacent to, the grounds of UNIVERSITY's stadium or arena venue (set-up and catering to be at NIKE's sole expense).
  - ii. A suitable, high-traffic, location within or at each venue at which NIKE may, at its option and expense, set-up a merchandise display and sell Licensed Products, subject to existing concessionaire agreements at each venue.
  - iii. Use Athletics Department-controlled facilities for the purpose of sales meetings, promotional activities, community-based programs and events held by NIKE. There will be no rental charge for use of the facility; however, catering, set-up, cleanup, or any other incidental expenses will be the responsibility of NIKE.

**3. Pre-existing Contracts/Supply Arrangements.**

PROGRAM	SUPPLIED PRODUCT	SUPPLIER NAME	CONTRACT EXPIRATION
SOFTBALL	Bats, gloves/mitts, helmets, catcher gear, batting gloves, batter protective guards (available upon request)	WILSON	7/31/2027
VOLLEYBALL	Volleyballs, promotional volleyballs, ball carts (available upon request)	Molten	4/30/2027

**NIKE STANDARD TERMS AND CONDITIONS**

**1. DEFINITIONS.** As used in this Contract, the terms set forth below are defined as follows:

- (a) **"Athletics Department"** means UNIVERSITY's Athletics Department.
- (b) **"CFP Games"** means play-in, quarter finals, semi finals and championship games of the College Football Playoff ("CFP") or its successor, and any additional rounds added during the Term.
- (c) **"Coach"** means any head coach of a Covered Program during the Term.
- (d) **"Coach Properties"** means a Coach's name, image, and likeness, including nickname, initials, autograph, voice, video, photographic or digital embodiment or representation, and any other means of endorsement or identification of Coach, including statistical, biographical, or other information or data related to Coach.
- (e) **"Competitor"** means any person or entity (including any parent company, subsidiary, or affiliate of that entity) that sells, licenses, manufactures, or brands Products, and includes the Key Competitors.
- (f) **"Conference"** means the athletic conference (or any successor conference) of which UNIVERSITY is a member and in which a Covered Program competes.
- (g) **"Contract Year"** means each consecutive 12-month period from July 1 through June 30 during the Term.
- (h) **"Covered Program Activity"** means the official games, practices, trainings, exhibitions, Team travel, sports camps, clinics, events, and public appearances of a Covered Program where a Team member, Coach, or Staff appear as an official representative of the Covered Program or Athletics Department.
- (i) **"Covered Program(s)"** means UNIVERSITY's NCAA Division I varsity intercollegiate athletic teams fielded by UNIVERSITY during the Term, and UNIVERSITY's official cheerleading team and dance squad.
- (j) **"Designations"** means the designations such as the exclusive supplier of athletic footwear, apparel and accessories of UNIVERSITY or each Covered Program or such similar designations as the parties may agree upon in writing.
- (k) **"Flagship Program(s)"** means the following Covered Programs: football and men's and women's basketball.
- (l) **"NCAA"** means the National Collegiate Athletic Association.
- (m) **"Net Sales"** means the revenue received by the NIKE Group from the sale of royalty bearing Products that feature UNIVERSITY Marks, less (i) excise or indirect taxes; (ii) returns credited to such third-party customers; (iii) cash, trade and other sales discounts and allowances (if given); and (iv) insurance and freight out (if invoiced separately). Where the third party is a retail end consumer, revenue for the purposes of Net Sales will be calculated using an amount equal to the wholesale price regularly charged by NIKE to its wholesale accounts. Net Sales will be computed by NIKE's accounting system, guidance for which is established by generally accepted accounting principles.
- (n) **"NIKE Group"** means NIKE, NIKE, Inc., and their subsidiaries, affiliates, licensees, distributors, and any successor entities.
- (o) **"NIKE Marks"** mean the NIKE word mark, the Swoosh logo, the Jumpman logo, and any other trademarks, trade dress, or brands (e.g., JORDAN BRAND, Converse), whether registered or unregistered, now or later owned or controlled by the NIKE Group.
- (p) **"NIKE Products"** means all Products in which NIKE Marks appear, singly or in any combination.
- (q) **"Performance Apparel"** means any apparel marketed as having unique construction (e.g., compression gear) or fabrications (e.g., moisture-wicking) that assist in the performance of a Covered Program Activity, or is otherwise designated or intended to be worn for athletic competition or training.
- (r) **"Products"** mean:
  - i. all athletic and athletically inspired or derived footwear;
  - ii. authentic competition apparel consisting of uniforms; sideline or courtside apparel, including jackets, sweatshirts, polo shirts, pants, shorts, and shirts; game-day warm-ups; basketball shooting shirts; football player capes; wool and fitted headwear; windsuits; rainsuits; "baselayer" compression gear (including padded and non-padded compression products), and similar apparel, practice wear,

thermal wear, and performance undergarments (collectively, “**Authentic Competition Apparel**”) that members of any Team, Coaches or Staff wear or may be reasonably expected to wear while participating in a Covered Program Activity;

- iii. all other clothing and apparel of an athletic nature including polo shirts, golf shirts, tank-tops, T-shirts, sweatsuits, separates, recovery products (including compression wear, suits, sleeves, tights, hose footwear) and other body coverings, and accessories of an athletic nature that members of any Team, Coaches and/or Staff wear or use or may be reasonably expected to wear or use while participating in a Covered Program Activity, including headwear (other than protective headwear), headbands, wristbands, carrying and equipment bags, socks, on-field quarterback hand-towels (but specifically excluding all other sideline hand-towels), receiver’s and linemen’s gloves, sleeves (e.g., single or double arm protective sleeves), weight training gloves, elbow and knee pads, wrist, elbow and shin guards, batting gloves, baseball protective gear (e.g., sliding mitts and arm guards), and baseball catchers’ gear;
  - i. inflatable balls (e.g., footballs, basketballs, soccer balls, volleyballs);
  - iv. other sports equipment as NIKE may add to its Product lines at any time as further described herein; and,
  - v. protective eyewear (e.g., football face mask eyeshields), eyewear with performance attributes and sunglasses.
- (s) “**Staff**” means all assistant coaches and strength coaches, equipment managers, trainers, upper-level athletics administrators, and any on-field/courtside staff (including ball persons) employed by UNIVERSITY’s Athletic Department to provide services to any Covered Program.
- (t) “**Team**” means that group of athletes attending UNIVERSITY and comprising the roster of each Covered Program.
- (u) “**UNIVERSITY Marks**” means the names, nicknames, mascots, trademarks, service marks, logographics or symbols, and any other recognized reference to UNIVERSITY or its Covered Programs.

2. **PRODUCT ORDERING AND DELIVERY.** The exact styles, sizes, delivery dates, and, where appropriate, quantities of NIKE Products supplied as part of the Annual Product Allotment shall be mutually determined by NIKE and UNIVERSITY and subject to availability. Products ordered as a part of an Annual Product Allotment will be delivered to UNIVERSITY generally one month prior to the start of the regular season for each Covered Program or as otherwise mutually agreed, and such Products must be ordered at least 9-12 months in advance of each Covered Program’s season to ensure timely delivery. All Products supplied by NIKE as part of the Annual Product Allotment will be delivered F.O.B. to UNIVERSITY. If in any Contract Year UNIVERSITY desires quantities of NIKE Products in excess of an Annual Product Allotment, UNIVERSITY may order and purchase such additional quantities of NIKE Products at NIKE’s published wholesale prices (subject to availability, applicable shipping and taxes, and NIKE standard account sales terms and conditions).

**3. USE OF NIKE PRODUCTS.**

- (a) UNIVERSITY will make NIKE Products available on an exclusive basis to each Covered Program to be used by Coaches, Team members and Staff during all Covered Program Activities.
- (b) UNIVERSITY will require Coaches and Team members and Staff to use NIKE Products designated by NIKE (including color and style) from time to time except as otherwise permitted under subparagraphs 3(d) and 3(e) below.
- (c) If, after having used NIKE footwear, a Team member, Coach, or Staff suffers any foot pain or discomfort attributable to such footwear and, subject to written verification from the Team physician, it materially affects such Team member, Coach, or Staff’s performance, UNIVERSITY will promptly notify NIKE of such occurrence. Upon receipt of such notice, NIKE will diligently seek to address such Team member, Coach, or Staff’s foot pain or discomfort and UNIVERSITY will fully cooperate with NIKE in its efforts to remediate such pain or discomfort, including using UNIVERSITY’s best efforts to encourage such Team member, Coach, or Staff to fully cooperate with NIKE’s efforts. During the period NIKE is engaged in remedial efforts or if the remedial efforts ultimately prove unsuccessful, NIKE will directly furnish Team member, Coach, or Staff with footwear of their choice (produced by any manufacturer whatsoever) but with all visible manufacturer’s identification removed or otherwise covered to completely obscure such manufacturer’s identification.

- (d) Any Coach's wearing non-athletic formal business attire in connection with Covered Program Activities, as appropriate, shall not be a breach of this Paragraph 3;
  - (e) Sports camps and clinics not associated with a Flagship Program may use unbranded T-shirts that do not bear any externally visible manufacturer logo, provided such T-shirts are not sourced from a Key Competitor or manufacturer or seller of athletic footwear.
  - (f) UNIVERSITY acknowledges that "spatting" or otherwise taping to cover any portion of the NIKE Marks on footwear worn by Team members during Covered Program Activities is a material breach of this Contract. Isolated spatting or taping as is deemed medically necessary (e.g., a player is injured during competition and the in-game determination is made that the player can continue to play only if the player's ankle and shoe are taped-over) will not be deemed a breach.
  - (g) UNIVERSITY shall ensure that no Team member, Coach or Staff member shall (i) alter or permit the alteration of any NIKE Products worn or used by them to resemble a non-NIKE Product; or (ii) wear any non-NIKE Products which have been altered to resemble NIKE Products.
  - (h) NIKE will not be liable to UNIVERSITY, Coaches, or Staff for any injury or damage suffered from wearing or using NIKE Products, except such injury or damage resulting from NIKE's adjudicated negligence.
4. **DESIGN AND MARKETING CONSULTATION.** Upon request by NIKE, UNIVERSITY will require designated Coaches, Staff, or Team members to provide NIKE with feedback on NIKE Products. Such feedback will address the fit, wear characteristics, materials, and construction techniques of such Products. NIKE will determine in its sole discretion which, if any, of the feedback NIKE wishes to take into account or exploit in any way, and NIKE will exclusively own all present and future right, title and interest in and to any feedback.
5. **ADVERTISING APPROVALS.** In the event either party desires to use the other party's marks in any advertising or promotion, such party will first submit a sample or the concept of the proposed advertisement or promotion to the other party for approval, which approval will not be unreasonably withheld. Any submitted item that has not been approved within 10 days of receipt will be deemed disapproved. Once a submitted sample or concept is approved, the party desiring use will not depart therefrom in any material respect without re-submission of the item for approval.
6. **UNAVAILABLE PRODUCTS.** From time-to-time, UNIVERSITY may require a Product for use in accordance with this Contract that is not commercially available through NIKE (an "Unavailable Product"). If NIKE cannot supply such Product, or an alternative Product, to UNIVERSITY, UNIVERSITY may use an Unavailable Product manufactured and/or sourced through a third-party provided, however, (a) such third-party cannot be a manufacturer or seller of footwear or athletic apparel, (b) the Unavailable Product may not feature any third-party branding, (c) UNIVERSITY shall not (nor permit a third party to) endorse or otherwise promote or advertise UNIVERSITY's use of such Unavailable Product, and (d) UNIVERSITY shall switch to the use of such NIKE-manufactured Product when made available by NIKE.
7. **RIGHTS FOR NEW PRODUCTS.** NIKE will give UNIVERSITY advance written notice if it decides to develop additional items of sports equipment, which notice will provide reasonable detail of the particular item(s) then in development. If UNIVERSITY has not already entered into a sponsorship agreement with respect to such item, once such item(s) is commercially available, then such item(s) will be deemed to be included in the definition of "Products" above, UNIVERSITY will be subject to the wear and use obligations in this Contract, and UNIVERSITY will no longer be permitted to source such Products from a manufacturer other than NIKE. In the event NIKE provides advance written notice and UNIVERSITY has a pre-existing sponsorship agreement with respect to such item, UNIVERSITY agrees not to extend or renew such agreement, and upon the earlier of termination or expiration of such agreement, the rights outlined in the preceding sentence will apply.
8. **OWNERSHIP OF NIKE MARKS & OTHER INTELLECTUAL PROPERTY.**
- (a) NIKE recognizes the value of UNIVERSITY Marks and acknowledges the goodwill attached thereto belongs to UNIVERSITY and nothing in this Contract serves to assign, convey or transfer to NIKE any rights, title or interest in or to UNIVERSITY Marks.
  - (b) UNIVERSITY recognizes the value of the NIKE Marks and acknowledges the goodwill attached thereto belongs to NIKE and nothing in this Contract serves to assign, convey or transfer to UNIVERSITY any rights, title or interest in or to the NIKE Marks.

9. **EXCLUSIVE NEGOTIATION RIGHT.** Until 15 months before the Term expires, UNIVERSITY (and their representatives) will not negotiate: (a) with any third party related to the supply or sponsorship of any Products after the Term, or (b) with any Key Competitor related to the use of UNIVERSITY Marks for any purpose (deals contemplated by (a) and (b), "Third-Party Deals").
10. **RIGHT OF FIRST REFUSAL.** During the Term plus 180 days after expiration ("ROFR Term"), NIKE will have a right of first refusal over any Third-Party Deal. This means that:
- (a) If UNIVERSITY receives an offer for a Third-Party Deal during the ROFR Term, before accepting it, UNIVERSITY must submit a complete copy on the third party's letterhead (signed by the third party) to NIKE. NIKE will have 10 days to match or exceed the material, measurable, and matchable terms of such Third-Party Deal.
  - (b) If NIKE matches the Third-Party Deal, this Contract will automatically be deemed to include the matched terms, unless this Contract is replaced with a new signed agreement memorializing the matched terms.
  - (c) If NIKE does not respond or match the terms within the 10-day period, then UNIVERSITY may enter the Third-Party Deal, but only on the specific terms previously submitted to NIKE.
11. **RIGHTS OF REDUCTION.** In lieu of NIKE's exercise of its termination right under Paragraph 12, and without prejudice to any other rights under this Contract or otherwise, NIKE may reduce UNIVERSITY's Annual Product Allotment as follows:
- (a) if, during any Contract Year, one or more of the Flagship Programs are prohibited from television appearances, or NIKE's logo exposure on Products is materially diminished for any reason (including size, location, placement, color prominence, digital alteration):

FLAGSHIP PROGRAM	ANNUAL PRODUCT ALLOTMENT REDUCTION
Football	50%
Basketball (M)	25%
Basketball (W)	25%

- (b) and, if NIKE's logo exposure on Products is diminished in any other manner, (including non-medically necessary sparring, additional sponsor placement, failure to use NIKE Products), or UNIVERSITY permits use of its marks in a manner that dilutes NIKE's Designations (e.g., by permitting Team members to use UNIVERSITY Marks while engaging in promotional activities for a Competitor, or to wear in non-NIKE Products during Covered Program Activities in violation of this Contract) NIKE, acting in good faith and taking into account the nature and extent of the diminution of rights, will have the right to equitably reduce UNIVERSITY's Annual Product Allotment.
- (c) NIKE may set-off any reductions hereunder or otherwise, against any amounts owed by NIKE to UNIVERSITY including against future Annual Product Allotment amounts and unpaid Performance Bonuses.

**12. RIGHTS OF TERMINATION.**

- (a) **By UNIVERSITY.** UNIVERSITY may terminate this Contract immediately upon written notice to NIKE if
  - (i) NIKE is adjudicated as insolvent or declares bankruptcy; or (ii) NIKE is in material breach of this Contract and fails to cure the breach within 30 days of NIKE's receipt of written notice from UNIVERSITY.
- (b) **By NIKE.** NIKE may terminate this Contract immediately upon written notice to UNIVERSITY if:
  - i. any Flagship Program is either sanctioned, placed on probation or self-imposes probation, or UNIVERSITY drops a Flagship Program;
  - ii. any Flagship Program is banned from appearing in any postseason tournament, championship game or any bowl game(s), including the College Football Playoff ("CFP");
  - iii. any Coach, Staff, or Team member fails to wear or use NIKE Products during Covered Program Activities (except as otherwise permitted by this Contract), or wears NIKE Products altered in violation of this Contract, or otherwise fails to perform any material obligations in this Contract; provided, however, that NIKE will first provide notice to UNIVERSITY of any such violation and such violation recurs;



- iv. UNIVERSITY, NCAA, Conference, or any other party enacts, adopts, or accedes to any regulation, restriction, prohibition, or practice that materially deprives NIKE of the benefits of Product and brand exposure;
  - v. the value of this Contract to NIKE is substantially impaired as a result of UNIVERSITY or any of its representatives engaging in a persistent pattern of conduct or activity (including acts or omissions) that fails to safeguard members of UNIVERSITY community (or otherwise demonstrates contempt or disregard for such safeguarding);
  - vi. any Coach, Staff, or member of the Athletics Department publicly disparage NIKE or the quality or performance of NIKE Products; or
  - vii. UNIVERSITY breaches any warranty or other material term and such breach (if curable) is not cured within 30 days of NIKE's delivery of written notice of any such breach.
- (c) **Effect of Termination.** Upon termination, UNIVERSITY will not be entitled to order any additional Product.
13. **RIGHT TO USE AFTER THE TERM.** Upon expiration or termination of this Contract, NIKE will have one hundred eighty (180) days to exhaust all marketing materials and sell through any product(s) that include UNIVERSITY Marks that were produced or ordered before the effective date of expiration or termination. In addition, after the Term, without further approval from UNIVERSITY, NIKE's rights under this Contract will extend perpetually for NIKE's internal and archival purposes, including digital use (e.g., content depicting the UNIVERSITY Marks may remain where originally posted).
14. **REPRESENTATIONS AND WARRANTIES.** UNIVERSITY represents, warrants, and covenants that, in connection with the Covered Programs:
- (a) To the extent UNIVERSITY has approval rights over the use of any photographs or video use by any third- party (e.g., other sponsors or broadcast partners) in which NIKE Products appear (e.g., game-action photos, photo day shots, or television commercials), UNIVERSITY will not approve or permit such photos or video to be used with any NIKE Marks removed, airbrushed, digitally altered or otherwise obscured.
  - (b) No agreement, contract, understanding, or rule of any governing body exists which would prevent or limit performance of any of UNIVERSITY's obligations under this Contract; provided, however, the parties agree that this Contract is subject to and contingent upon approval by the Idaho Board of Education acting as the Board of Trustees for Boise State University.
  - (c) UNIVERSITY is not (and, to the best of UNIVERSITY knowledge, no Coach or Staff is) party to any agreement, contract, or understanding that would prevent or limit the performance of any obligations under this Contract.
  - (d) During the Term, with respect to any Covered Program, UNIVERSITY will not knowingly, except as otherwise permitted under this Contract,
    - i. sponsor, endorse, or allow Coach or any Staff member to sponsor, endorse, wear, or use, athletic footwear or other Products licensed, manufactured, branded or sold by any person or entity other than NIKE;
    - ii. enter into, or allow Coach or any Staff member to enter into, any endorsement, promotional, consulting, or similar agreement (including the sale of signage or other media) with any Competitor;
    - iii. sell Products purchased or provided hereunder by NIKE to any person or entity;
    - iv. permit any trade name, trademark, name, logo, or any other identification other than NIKE, UNIVERSITY, Conference, or the NCAA to appear on NIKE Products worn or used by Coaches, Staff, or Team members;
    - v. permit Team members, Coaches or Staff to wear or use merchandise licensed, manufactured, branded or sold by any Competitor ;
    - vi. permit any third party to screenprint or otherwise embellish any NIKE Product (except with UNIVERSITY Marks as permitted by NIKE);
    - vii. take any action (or allow Coach/Staff to take action) inconsistent with the endorsement of NIKE Products;
    - viii. adopt any policy, rule, or practice, or enter into any agreement, or take any action that would

materially adversely affect the rights and/or obligations of NIKE under this Contract (e.g., authorizing use of UNIVERSITY Marks in connection with advertising of Products other than NIKE Products; permitting

the trade name, trademark, name, logo, or any other identification of any Competitor to appear on signage at Covered Program Activities including, practices, games, clinics, sports camps, photo sessions, or interviews);

- ix. permit a Team member to use UNIVERSITY Marks on product or in promotions related to footwear or apparel; and
- x. take any action that will have the effect of relocating (except for a more favorable placement should a subsequent relaxation in rules so permit), reducing, or restricting the placement rights of NIKE Marks on Authentic Competition Apparel as such logos now are currently permitted by applicable NCAA rules or regulations.

(e) UNIVERSITY has the full legal right and authority to enter into and fully perform this Contract in accordance with its terms and to grant NIKE all the rights granted in this Contract.

15. **EQUITABLE REMEDIES.** In the event UNIVERSITY breaches any material term, in addition to any other remedies, NIKE is entitled to seek injunctive relief from further violation of this Contract without prejudice to any other right of NIKE in this Contract during any litigation as well as on final determination thereof.
16. **NOTICES.** Any notice of breach or default must be in writing to the breaching party by (a) email (with confirmation of receipt by return email); and (b) registered or certified mail, or by express courier service with confirmed delivery, to the addresses above (unless written notice of a change of address has been provided). Notice will be deemed given when sent by one of the methods described above. Notices to NIKE must be sent to the Legal Department, Attention: Sports Marketing, with email to [SMLegalNotice@nike.com](mailto:SMLegalNotice@nike.com).
17. **CONFIDENTIALITY.** UNIVERSITY (and their representatives) will not disclose to any third party (other than their lawyers or accountants or as may be required by law) the terms of this Contract, any marketing plans of NIKE, or any confidential or non-public information disclosed to UNIVERSITY (or by UNIVERSITY to NIKE) in connection with this Contract, except as required by law or court order. This paragraph will survive the termination or expiration of this Contract.
18. **INDEMNIFICATION.** To the extent permitted by law, the parties agree to indemnify and hold each other harmless from and against any and all third-party claims, actions, suits, demands, losses, damages and all costs and expenses, but specifically excluding attorney's fees, incurred in connection with or arising out of any breach(es) of warranty, representation or agreement made by the parties under the provisions of this Contract. For the sake of clarity and the avoidance of doubt, each party shall be responsible only for the acts, omissions or negligence of such party's own employees and agents. Nothing in this Contract shall extend the tort responsibility or liability of the State of Idaho, UNIVERSITY, or NIKE beyond that required by law, including for the State of Idaho the Idaho Tort Claims Act, Idaho Code § 6-901 through 6-929, inclusive. Each party shall be responsible for damage to property of the other party caused by its employees and agents in the performance of the Contract. If a property claim or damage is not covered by the party's self-insurance or other property coverage, the responsible party shall pay the costs arising from such claim or damage to the extent funds are legally available therefor. If a claim or damage arises from more than one party's performance of the Contract or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage. Nothing in this Contract shall be deemed to constitute a waiver by UNIVERSITY of any privilege, protection, or immunity otherwise afforded it under the Idaho Constitution, Idaho Tort Claims Act, or any other applicable law or a waiver of its sovereign immunity, which is hereby expressly retained.
19. **COMPLIANCE.** The parties and their representatives have and will comply with all applicable anti-bribery and anti-corruption laws and regulations in connection with this Contract, and have not and will not engage, directly or indirectly, in the offer, payment, promise, solicitation, or acceptance of a bribe, kickback, or other improper benefit in connection with this Contract. If a party or their representatives become aware of any violation of the foregoing provision or any anti-bribery or anti-corruption laws or regulation in connection with this Contract, such party will give notice to the other party. The parties have and will undertake reasonable measures to ensure compliance with the foregoing provisions.
20. **NIKE CODE OF CONDUCT.** NIKE will manufacture all Products that bear or incorporate UNIVERSITY Marks in accordance with the NIKE Code of Conduct and applicable NIKE Code Leadership Standards, which are publicly available.
21. **MISCELLANEOUS.** Nothing contained in this Contract will be construed as establishing an employer/employee, partnership, or joint venture relationship. Each party acknowledges that a waiver by the other of a breach or a failure to enforce any provision of this Contract will not operate or be construed as a waiver of any provision of this Contract or of any subsequent breach of this Contract. This Contract is personal to UNIVERSITY and may not be assigned or delegated without the prior written consent of NIKE.

This Contract sets forth the entire agreement of the parties and supersedes all other prior and contemporaneous oral and

written agreements, discussions, or promises, if any. This Contract may not be altered or modified except by a written agreement signed by both parties. Each party and its representatives or counsel have reviewed this Contract, and the rule of construction that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Contract or any amendments hereto. Paragraph references and headings in this Contract are included for convenience and will not affect the meaning or interpretation of this Contract. The use of the word "or" is not exclusive, and the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation." Each party may sign this Contract using an electronic or handwritten signature, which are of equal effect, and this Contract may be executed in counterparts.

22. **IDAHO STATE LAW CERTIFICATIONS.** UNIVERSITY is prohibited by state law from entering into certain contractual agreements. NIKE hereby certifies that:

(a) pursuant to Idaho Code § 67-2346, it is not currently engaged in, and will not for the duration of the Contract, engage in a boycott of goods or services from Israel or territories under its control or a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in § 18-3302(2)(d), Idaho Code; and

(b) pursuant to Idaho Code § 67-2359, it is not currently owned or operated by the People's Republic of China led by the Chinese communist party and will not for the duration of the Contract be owned or operated by the People's Republic of China. The terms in this section defined in Idaho Code § 67-2346, Idaho Code

§ 67-2359, and in Title 18, Chapter 87, Idaho Code, respectively, shall have the meanings defined therein. This certification is made solely to comply with the Idaho statutes referenced herein and to the extent such section does not contravene applicable State or federal law.

**CONSENT  
AUGUST 20, 2025**

**IDAHO STATE UNIVERSITY**

**SUBJECT**

Second Amendment to ICOM Ground Lease

**REFERENCE**

February 2016	Idaho State Board of Education (Board) approved a collaborative Affiliation Agreement between ISU and ICOM
August 2016	Board approved execution of a Ground Lease for ICOM to build a medical education building on the ISU Meridian campus
June 2017	Board authorized ISU to amend the Joint Operations and Maintenance Agreement with ICOM
August 2017	Board approved License Agreement between ISU and ICOM for the use of A/P lab space and Joint Operations and Services Agreement with ICOM
October 2017	Board approved amendment to Facilities Use Agreement and License Agreement for space between ISU and ICOM for use of A/P lab space
December 2017	Board approved First Amendment to ICOM Ground Lease

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

Idaho State University (ISU) and ICOM entered into a Ground Lease on September 15, 2016. The Board approved the First Amendment to the Ground Lease at its December 5, 2017 meeting. ICOM has requested that ISU and the Board of Education agree to the proposed Second Amendment to the Ground Lease. The only proposed change is to existing Section 21 of the Ground Lease which adds this language: "Except as otherwise set forth in Section(s) 20 and/or 30,". ICOM in working with its lender ICCU, has requested the change to avoid any possibility that the use of "or other lien" in this section could be seen to conflict with the rights to mortgage, etc. granted in Sections 20 and 30.

**IMPACT**

The proposed amendment clarifies existing language and does not include additional terms.

**CONSENT – BAHR**

**TAB 4**

**CONSENT**  
**AUGUST 20, 2025**

This action is in harmony with the institution's recently approved master plan and will have no negative impact on ISU's later ability to develop the Board's Parcel.

**ATTACHMENTS:**

Attachment 1 - Proposed Amendment 2 to Ground Lease  
Attachment 2 - Current Ground Lease  
Attachment 3 - Amendment 1 to Ground Lease

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

The proposed Second Amendment to the ICOM Ground Lease represents a minor clarification to existing lease language to accommodate lender requirements and ensure consistency with rights previously granted under the lease.

This change does not alter the fundamental terms of the agreement or impact Idaho State University's current or future use of the Meridian campus.

Staff has reviewed the amendment and finds it consistent with the Board's prior approvals and ISU's long-term planning.

Board staff recommends approval.

**BOARD ACTION**

I move to approve the request by Idaho State University to execute the Second Amendment to the Ground Lease with the Idaho College of Osteopathic Medicine as presented in Attachment 1.

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

SECOND AMENDMENT TO GROUND LEASE

This SECOND AMENDMENT TO GROUND LEASE (this “**Second Amendment**”) is made as of the date of the last signature (“**Effective Date**”), by and among the Board of Trustees and State Board of Education of Idaho State University (“**SBOE**”), Idaho State University (“**ISU**”), a state institution of higher education governed by SBOE, and Idaho College of Osteopathic Medicine, LLC, an Idaho limited liability company (“**LESSEE**”) (each a “**Party**” or together the “**Parties**”). Capitalized terms used but not otherwise defined herein shall have the respective meaning set for the in the Ground Lease (as herein defined) unless the context clearly requires otherwise.

WITNESSETH:

WHEREAS, SBOE owns that certain real property located at the ISU-Meridian Health Science Center, 1311 E. Central Drive, Meridian, ID 83642, and is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**ISU-Meridian**”);

WHEREAS, SBOE has authorized and appointed ISU as SBOE’s authorized agent to act as landlord under the terms and conditions of that certain Ground Lease dated effective as of September 15, 2016, by and between SBOE, ISU and LESSEE, as approved at SBOE’s Board meeting of August 11, 2016, and amended by that certain Amendment to Ground Lease dated effective as of December 14, 2017 (the “**Ground Lease**”);

WHEREAS, LESSEE is a private company created by its organizers for (i) the purpose of creating and operating a private accredited college of osteopathic medicine in the State of Idaho and/or (ii) other purposes as set forth in Section 5.a. of this Ground Lease;

WHEREAS, as provided in the Ground Lease, the LESSEE has acquired, constructed, and completed the Lessee Building and equipment (together, the “**Lessee Property**”) at the Leased Premises; and

WHEREAS, the Parties are mutually desirous of amending the Ground Lease as set forth herein.

NOW, THEREFORE, SBOE, ISU and LESSEE do hereby agree as follows:

1. Amendment to Section 21. Section 21 of the Ground Lease is amended and restated as follows:
  21. Liens. Except as otherwise set forth in Section(s) 20 and 30, LESSEE shall not permit any mechanic’s, materialmen’s, or other lien, encumbrances, consensual liens, to attach to the Lessee Building, Leased Premises, or ISU-Meridian. In the event that



any such mechanic's, materialmen's, or other liens are filed against the Leased Premises, the Lessee Building, or ISU-Meridian by reason of actions of LESSEE, LESSEE shall cause all such liens to be discharged by payment, bond, or otherwise within sixty (60) days after LESSEE has knowledge of or receives written notice of the filing of such liens or security interests. LESSEE shall defend, indemnify, and hold ISU and the State of Idaho harmless from any and all liability, claims, damages, expenses (including reasonable attorney's fees and costs), liens, claims of lien, judgments, proceedings, and causes of action, arising out of or in any way connected with the construction of the Lessee Building, unless caused by the negligent or willful act or omission of ISU, its agents, contractors, or employees.

2. Memorandum of Second Amendment to Ground Lease. This Second Amendment shall not be recorded; however, it is mutually agreed that the Parties, upon request by any one Party, will execute a written Memorandum of Second Amendment to Ground Lease, a form of which is attached hereto as Exhibit A, which shall be recorded in the official records of Ada County, Idaho.
3. Governing Law. This Second Amendment shall be governed and construed in accordance with the law of the State of Idaho without regard to its choice of law analysis.
4. Remaining Provisions. Except as provided in this Second Amendment, the remaining provisions of the Ground Lease shall remain in full force and effect.
5. Captions. The article and section captions of this Second Amendment are for convenience only and do not constitute a part of this Second Amendment.
6. Further Actions. The Parties will execute and deliver to the other, from time to time at or after the execution hereof, for no additional consideration and at no additional cost to the requesting party, such further assignments, certificates, instruments, records, or other documents, assurances or things as may be reasonably necessary to give full effect to this Second Amendment and to allow each party fully to enjoy and exercise the rights accorded and acquired by it under this Second Amendment.
7. Counterparts. This Second Amendment may be executed in one or more counterparts, each of which will be deemed an original.
8. Severability. Any term or provision of this Second Amendment which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the party intended to be benefited by such provision or any other provisions of this Second Amendment.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, ISU and LESSEE hereto have executed this Second Amendment to Ground Lease as of the Effective Date.

IDAHO STATE UNIVERSITY

IDAHO COLLEGE OF OSTEOPATHIC  
MEDICINE, LLC

BY: \_\_\_\_\_  
Robert Wagner, President

BY: \_\_\_\_\_  
Tracy Farnsworth, President & CEO

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

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

Consent to Second Amendment to Ground Lease granted by:  
BOARD OF TRUSTEES AND STATE BOARD OF  
EDUCATION OF IDAHO STATE UNIVERSITY

BY: \_\_\_\_\_  
Kurt Liebich, President

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

Consent to Second Amendment to Ground Lease granted by:  
DIVISION OF PUBLIC WORKS, DEPARTMENT OF ADMINISTRATION  
EDUCATION OF IDAHO STATE UNIVERSITY

BY: \_\_\_\_\_  
Dale Reynolds, Administrator

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

**EXHIBIT A**

**ISU-Meridian Legal Description**

Lot 2 in Block 1 of Joint No. 2 Subdivision Phase 1, according to the official plat thereof, filed in Book 99 of Plats at Page(s) 12828, through 12830, records of Ada County, Idaho.

EXHIBIT B

MEMORANDUM OF SECOND AMENDMENT TO GROUND LEASE FOR RECORD

The State Board of Education and Board of Trustees of Idaho State University (“**SBOE**”), Idaho State University (“**ISU**”), a state institution of higher education governed by SBOE, and Idaho College of Osteopathic Medicine, LLC, an Idaho limited liability company (“**LESSEE**”) entered into a Second Amendment to Ground Lease concerning a certain parcel of land as described in Exhibit A (Leased Premises), attached hereto and made a part hereof.

The sole purpose of this Memorandum of Second Amendment to Ground Lease for Record is to provide public notice of the existence of this Second Amendment to Ground Lease. The addresses for notice to the Parties are:

ISU: President  
Idaho State University  
921 So. 8<sup>th</sup> Ave, Stop 8310  
Pocatello, ID 83209

LESSEE: Idaho College of Osteopathic

IDAHO STATE UNIVERSITY

IDAHO COLLEGE OF OSTEOPATHIC  
MEDICINE, LLC

BY: \_\_\_\_\_  
Robert Wagner, President

BY: \_\_\_\_\_

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

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

GROUND LEASE

This GROUND LEASE (“Ground Lease”) is made as of the date of the last signature (“Effective Date”), by and among the Board of Trustees and State Board of Education of Idaho State University (“SBOE”), Idaho State University (“ISU”), a state institution of higher education governed by SBOE, and Idaho College of Osteopathic Medicine, LLC, an Idaho limited liability company (“LESSEE”) (each a “Party” or together the “Parties”). The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature to the effectiveness of this Ground Lease.

WITNESSETH:

WHEREAS, SBOE owns that certain real property located at the ISU-Meridian Health Science Center, 1311 E. Central Drive, Meridian, ID 83642, and is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “ISU-Meridian”);

WHEREAS, SBOE hereby authorizes and appoints ISU as SBOE’s authorized agent to act as landlord under the terms and conditions of this Ground Lease and SBOE provided its consent to  
to ISU to lease, on behalf of SBOE, a portion of ISU-Meridian to LESSEE at its Board meeting of August 11, 2016;

WHEREAS, LESSEE is a private company created by its organizers for (i) the purpose of creating and operating a private accredited college of osteopathic medicine in the State of Idaho and/or (ii) other purposes as set forth in Section 5.a. of this Ground Lease;

WHEREAS, the Parties entered into a Collaborative Affiliation Agreement (“CAA”) on February 26, 2016 and an executed copy of such agreement is attached hereto as Exhibit B and incorporated herein by reference;

WHEREAS, it is agreed that this Ground Lease is subject to all applicable provisions of the Master Declaration Agreement and the Joint Operations and Maintenance Agreement dated December 4, 2007 (the “Declaration”), by and between SBOE and the Joint School District No. 2 (now known as West Ada School District) and an executed copy of such agreement is attached hereto as Exhibit C and incorporated herein by reference. \_

WHEREAS, LESSEE and ISU have determined that LESSEE shall locate its college of osteopathic medicine on a parcel of land located at ISU-Meridian;

NOW, THEREFORE, ISU and LESSEE do hereby agree as follows:

1. Definitions. The following terms, as used in this Ground Lease, shall have the meanings hereinafter set forth:
  - a. **“Common Area”** shall have the meaning ascribed to such term in the Declaration.
  - b. **“Construction Documents”** shall mean those certain contract documents, written plans, and specifications prepared by or on behalf of LESSEE and reasonably approved for construction by applicable local governing jurisdictions, the State of Idaho, if applicable, and ISU.
  - c. **“Hazardous Substance”** shall mean any substance which is toxic, ignitable, reactive, radioactive, or corrosive and which is regulated by any local government, the State of Idaho, or the United States government. Hazardous Substance includes any and all materials or substances which are defined as hazardous waste, extremely hazardous waste, or a hazardous substance pursuant to state, federal, or local government law. Hazardous Substance includes, but is not restricted to asbestos, polychlorobiphenyls (PCBs), and petroleum.
  - d. **“Lessee Building”** shall mean that certain building and related alterations, additions, and improvements which are to be constructed on the Leased Premises pursuant to the Construction Documents.
  - e. **“Lease Year”** shall mean the twelve (12) month period beginning with the Lease Commencement Date (as defined in Section 4) and ending on the date that is twelve (12) months later, then each successive twelve (12) month period.
  - f. **“Effective Land Area”** shall mean an Effective Land Area calculation of 5.55 acres. This area is based on a proportional ratio of the assumed building size of the Lessee Building to the land area of the overall parcel. This Effective Land Area calculation is larger than the actual Leased Premises to account for the proportional inclusion of Common Area non-exclusive ingress, egress and utility easements and Common Area non-exclusive easements for shared parking in accordance with all applicable provisions of the Declaration.
  - g. **“Leased Premises”** shall mean that certain 2.80 acre area, identified and described in Exhibit D attached hereto, as the designated area for location of the Lessee Building and related improvements. The construction of the Lessee Building and related improvements must be confined to the Leased Premises boundary, subject to designated building set-backs and the recorded easements and restrictions set forth in the Commitment (as defined in Section 8.b.) that apply to the Effective Land Area and Leased Premises. Any disturbance of site

improvements existing outside of the Leased Premises that are deemed necessary for utility extensions or pavement match, must receive written approval of either or both ISU and the West Ada School District, as required under the Declaration, which approval shall not be unreasonably withheld, conditioned or delayed, as any such construction work may be required to occur within their respective separate property boundaries. ISU represents and warrants that SBOE owns fee title to the Leased Premises.

- h. **“Unavoidable Delay”** shall mean all failures or delays in a Party’s performance of its obligations hereunder, not within such Party’s reasonable control, including without limitation, the impossibility of such performance which shall result from or be caused by any act of God; acts of the public enemy; wars; blockades; epidemics; earthquakes; storms; floods; explosions; strikes; labor disputes; riots; insurrections; breakage or accident to machines or lines or pipe or mains; act of any governmental agency or authority restricting or curtailing actions required under this Ground Lease or withholding or revoking necessary consents, approvals, permits, or licenses; equipment failures; inability to procure and obtain needed building materials so long as reasonable efforts are made to procure satisfactory substitute materials if practical; or delays of inclement weather; provided, that such Party shall pursue with reasonable diligence the avoidance or removal of such delay. The inability or refusal of a Party to settle any labor dispute shall not qualify or limit the effect of Unavoidable Delay. The inability of a Party to secure funds required to perform its obligations hereunder shall not constitute Unavoidable Delay.
- 2. **Term.** This Ground Lease shall commence on the Lease Commencement Date and shall remain in effect until the earlier of (i) the date that is forty (40) years after the Lease Commencement Date, (ii) the termination of this Ground Lease pursuant to Section 35; or (iii) the written agreement of the Parties (the **“Expiration Date”**), provided, however, that the Parties acknowledge and agree that LESSEE shall have the right to renew the term of this Ground Lease in accordance with the terms of Section 3 below. Notwithstanding the foregoing and subject to the terms and conditions of this Ground Lease, including, without limitation, Sections 8, 35, and 45 of this Ground Lease, in no event shall this Ground Lease be terminated without a Party providing at least five (5) years advance written notice to the other Party of such Party’s election to terminate this Ground Lease. \_
- 3. **Option to Renew.** The Parties understand and agree that this Ground Lease, if still in effect at the Expiration Date, may be renewed by LESSEE, provided LESSEE is not at that time in breach of the CAA or this Ground Lease, for two (2) additional



ten (10) year terms. The right to renew this Ground Lease shall be exercised by written notice of extension by LESSEE to ISU, no later than sixty (60) days prior to the expiration of the then-existing term.

4. Rent Payment. In consideration of the benefit conferred upon LESSEE under this Ground Lease, and without notice or demand, offset or deduction, except as expressly provided for in this Ground Lease, LESSEE shall make payable to ISU-Meridian, on the first day of each month, beginning on the date excavation of the Lessee Building commences, but, subject to Unavoidable Delay, no later than the 1st day of March, 2017 (“**Lease Commencement Date**”), \$15,833.33, which is computed at the rate of \$0.79 per square foot multiplied by the Effective Land Area (“**Base Land Payment**”), which is a yearly amount of \$190,000.00. Notwithstanding the foregoing, in the event that LESSEE, despite its diligent efforts, has failed to obtain accreditation from COCA or any other applicable licensing authority on or prior to the date that is ten (10) business days prior to the Lease Commencement Date, the Lease Commencement Date shall be extended to the date that is ten (10) business days following the date that LESSEE obtains such accreditation. The Base Land Payment shall be adjusted at the beginning of each Lease Year by two percent (2%) of the Base Land Payment for the immediately preceding Lease Year. This Ground Lease shall be absolute net, and LESSEE shall pay or reimburse all operating expenses including property taxes, insurance, common maintenance/repairs/replacement, and management.
5. Use. The Parties intend for LESSEE to construct the Lessee Building on the Leased Premises for the purpose of constructing, operating and maintaining a college of osteopathic medicine (the “**Permitted Use**”). Except as set forth in this Ground Lease, no material changes, modifications, or alterations can be made to the use of the Lessee Building unless it is done in writing and signed by the proper authority of each Party. If LESSEE abandons the Lessee Building and ceases making the Base Land Payment and such failure continues for ninety (90) days after written notice from ISU to LESSEE, it shall be an event of default and shall be grounds for termination of this Ground Lease.
  - a. At all times during the term of this Ground Lease, LESSEE shall continuously (except for temporary closures due to casualty, condemnation or remodeling) use the Lessee Building in order to provide services and amenities to its students, faculty, and staff. LESSEE may use the Lessee Building for other uses if such uses are approved by ISU, which approval shall not be unreasonably withheld or delayed and are not inconsistent with applicable Laws and zoning uses, as well as the terms of the Declaration and the teaching, research, service, or economic development mission of ISU.

- b. Subject to the rights and obligations of ISU hereunder, the operation of the Lessee Building, including allowing the use by others, will be the sole responsibility of LESSEE. The use and occupation of the Leased Premises and Lessee Building shall at all times during the term of this Ground Lease, be conducted in compliance with federal, state, and local laws, ordinances, and regulations (collectively, “**Laws**”). In the event that LESSEE receives written notice that LESSEE is not in compliance with any applicable Laws, LESSEE shall have thirty (30) days to cure such non-compliance, provided, however, if such non-compliance cannot reasonably be cured within such thirty (30) day period, LESSEE shall have the time necessary to reasonably cure the same) and if LESSEE fails to cure such non-compliance within such time frame, such non-compliance shall be deemed an event of default and shall be grounds for termination of this Ground Lease. Notwithstanding the foregoing, in no event shall LESSEE be responsible for any non-compliance with Laws arising out of the acts or omissions of ISU, its agent, employees, contractors and representatives.
- c. The CAA includes agreements and legal obligations that include the fiscal, fiduciary, and marketing relationship agreed upon by LESSEE and ISU; the rights retained by LESSEE; the rights retained by ISU; the branding issues; specification of the services being provided by each entity to the other; specification that LESSEE is the final authority on the curriculum for LESSEE and the requirements for granting any degrees of students by LESSEE; the term of the CAA; a statement on how the CAA may be amended; a statement on how either Party may withdraw from the CAA; and a statement of severability. In addition, LESSEE has the final authority on the selection of LESSEE students. LESSEE has the final authority on selection of faculty members. All agreements between ISU and LESSEE, including the CAA as well as this Ground Lease represent the legal relationship between ISU and LESSEE. Furthermore, LESSEE is solely responsible for meeting the American Osteopathic Association, Commission on Osteopathic College Accreditation (COCA) standards. ISU, if requested reasonably by COCA to provide documentation concerning ISU's finances and accreditation status, will transmit such documentation to COCA. LESSEE will have the sole responsibility to verify that LESSEE students are aware of financial responsibility and student rights with regard to Title IV and will also be solely responsible to verify that LESSEE students are aware that financial aid is not processed through ISU and they are not eligible to participate in Title IV through ISU. The term of this Ground Lease is over ten (10) years in length with at least five (5) years’ notice of termination required prior to a Party having the right to terminate this Ground Lease, except in an event of LESSEE’s default and

except for any express termination rights set forth in this Ground Lease. Notwithstanding the foregoing, LESSEE is required to give a minimum period of three (3) years for cancellation of any services affecting LESSEE students. Upon notice of termination of this Ground Lease, a teach-out plan must be submitted to the COCA by LESSEE or LESSEE must be able to immediately demonstrate a new location or lease to be approved by the COCA. Discontinuance of operations (except for any temporary closures due to casualty, condemnation or remodeling) and LESSEE's failure to commence operations following sixty (60) days written notice from ISU shall be an event of default and shall be grounds for termination of this Ground Lease.

- d. LESSEE shall not provide or offer, directly, or through third parties, any new facilities, programs, or services, including but not limited to anatomy and physiology laboratories, without prior written approval from ISU, that would duplicate, infringe, or compete with current or planned health science academic or health science research programs and/or impact ISU's strategic planning for expansion of new, allied, or existing health science programs; provided, however, in no event shall this Section 5.d. limit or impact LESSEE's right to operate for the Permitted Use. Upon mutual, written agreement by the Parties, LESSEE will have access to ISU facilities and services, such as the anatomy and physiology laboratories, necessary for its medical education.
6. Accreditation and State Law Authorization. LESSEE understands and acknowledges that accreditation by the COCA is critical to the viability of this Ground Lease.
- a. No building materials can be delivered to the Leased Premises and no construction or ground work can commence on the Leased Premises prior to a grant of pre-accreditation by the COCA. During the time of operation of the college of osteopathic medicine, LESSEE shall maintain its accreditation, as required, as a college of osteopathic medicine by the COCA (or any successor entity), and LESSEE shall comply with any applicable Laws for authorization to operate a college of osteopathic medicine in the State of Idaho. LESSEE shall notify ISU within thirty (30) days of receipt of any written notice or communications that shall materially and adversely affect its accreditation or reaccreditation or authorization to operate a college of osteopathic medicine. Subject to LESSEE's right to change its use in accordance with the terms of Section 5.a. of this Ground Lease, LESSEE's failure to maintain accreditation and/or authorization to operate a college of osteopathic medicine following any applicable notice and cure periods provided for under applicable Laws and/or set

forth in this Ground Lease shall be an event of default and shall be grounds for termination of this Ground Lease.

7. Project Escrow. LESSEE must maintain escrow and operating reserves as required by COCA and as more particularly set forth on Exhibit E attached hereto. The failure to maintain such an escrow account following any applicable notice and cure periods provided for under applicable Laws and/or set forth in this Ground Lease shall be an event of default and shall be grounds for termination of this Ground Lease. LESSEE shall provide proof of such escrow to ISU listing the institution holding said funds and the amount of the escrow within thirty (30) days of creation of said escrow.
8. Due Diligence. LESSEE's obligations under this Ground Lease are contingent upon LESSEE either satisfying or waiving the conditions and contingencies hereinafter set forth (collectively, "**LESSEE's Conditions**") within the respective periods specified below. LESSEE shall diligently and in good faith pursue the satisfaction of LESSEE's Conditions. LESSEE's Conditions are as follows:
  - a. Within sixty (60) days after the Effective Date (the "**Inspection Period**"), LESSEE may, at LESSEE's sole cost and expense, inspect the Leased Premises and conduct any title examinations, investigations, engineering and environmental tests of the Leased Premises, as LESSEE deems necessary or advisable in connection with the leasing of the Leased Premises. LESSEE shall have the right, upon prior written notice to ISU given prior to the expiration of the Inspection Period, to either (a) terminate this Ground Lease, or (b) extend the Inspection Period for up to one (1) consecutive period of thirty (30) days. If LESSEE determines, in LESSEE's sole discretion, that the Leased Premises is not suitable for the purposes set forth in this Ground Lease, LESSEE shall have the right to terminate this Ground Lease by written notice to ISU given on or before the end of the Inspection Period, as the same may be extended, in which case this Lease shall be terminated and of no further force and effect and neither Party shall have any further rights, duties or obligations hereunder.
  - b. LESSEE shall have the right, during the Inspection Period, to obtain, at LESSEE's sole cost and expense, a commitment for title insurance ("**Commitment**") from a title company acceptable to LESSEE covering LESSEE's leasehold estate in an amount to be determined by LESSEE together with copies of all liens, encumbrances and other matters affecting ISU's title to the Land ("**Title Documents**"). Further, LESSEE shall have the right during the Inspection Period to obtain at LESSEE's sole cost and expense, a survey of the Leased Premises in a form

acceptable to LESSEE. If LESSEE determines, in LESSEE's sole discretion, following LESSEE's review of the Survey and the Commitment, that the Leased Premises is not suitable for the purposes of this Ground Lease, LESSEE shall have the right to terminate this Ground Lease by written notice to ISU given on or before the end of the Inspection Period, as the same may be extended, in which case this Lease shall be terminated and of no further force and effect and neither Party shall have any further rights, duties or obligations hereunder.

**9. Condition of Land and Easements.**

- a. ISU shall provide to LESSEE all reports, investigations, documents and data in ISU's possession or control regarding the soil, subsoil or environmental condition on ISU-Meridian. Except as expressly set forth herein, ISU makes no covenants or warranties respecting the condition of the soil or subsoil, any environmental condition or presence of cultural resources, or any other condition of the Leased Premises. All such tests shall be at LESSEE's expense. All costs necessary or required to make the Leased Premises suitable for development and any costs or expenses necessary to replace or repair any improvement due to the condition of the Leased Premises shall be at the sole cost of LESSEE. Notwithstanding anything to the contrary set forth in this Section 9, ISU represents and warrants to LESSEE, that as of the Effective Date, ISU has not received any written notice from a governmental agency of any uncured violations of any Laws (including environmental laws) affecting the ISU-Meridian and/or the Leased Premises, (ii) to ISU's actual knowledge (as defined below), no Hazardous Substances are stored by ISU on, in or under the ISU-Meridian and/or the Leased Premises in quantities which violate environmental laws, (iii) to ISU's actual knowledge, the ISU-Meridian and/or the Leased Premises is not used by ISU for the storage, treatment, generation or manufacture of any Hazardous Substances in a manner which would constitute a violation of applicable environmental laws, and (iv) to ISU's actual knowledge, the Premises do not contain Hazardous Substances which would constitute a violation of applicable environmental laws.
- b. LESSEE may enter ISU-Meridian and the Leased Premises before the Lease Commencement Date to make soil and structural engineering tests which shall be at LESSEE's sole expense.
- c. ISU, to the extent permitted by applicable Laws as grantor and in compliance with the Declaration, hereby grants to LESSEE, its respective contractors, employees, agents, licensees, and invitees,

and the contractors, employees, agents, licensees, and invitees of such LESSEEs, for the benefit of the real property leased by LESSEE, as grantee, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over, and across portions of the Common Area located within the Effective Land Area in accordance with all applicable provisions of the Declaration and subject to the additional limitations as described in Section 9.d.

- d. At no time during the design, construction or operations of the Lessee Building and related site improvements, nor subsequent to the completion of such construction shall the LESSEE's operations cause any material restricted use or encumbered access to Common Areas within the Leased Premises nor within the Effective Land Area of the property owned by either ISU or the West Ada School District. Construction fencing, staging and construction operations must be confined to the area within the perimeter boundary of the Effective Land Area, as shown in Exhibit D or be conducted off the Effective Land Area.
- e. ISU's future design, construction or operations of planned expansion and related site improvements, shall not cause any restricted use or encumbered access to Common Areas within the LESSEE's Leased Premises.
- f. Subject to the restrictions and requirements affecting the Common Areas, at LESSEE's request or as may be reasonably required, ISU shall grant to public entities or public service corporations, for the purpose of serving the Leased Premises, rights-of-way or easements on or over ISU-Meridian, the Leased Premises, and adjacent property owned by ISU for telephone, electricity, water, sanitary or storm sewers or both, and for other utilities and municipal or special district services. Grants made under the authority of this provision shall be consistent with existing and necessary services. ISU shall have the right to deny any requested easements that materially and adversely interfere with the development of other ISU property, provided, however, that ISU must provide alternative easement for the benefit of LESSEE.

10. Bonds. Before commencing the initial construction of the Lessee Building and before commencing any alteration, addition, or improvement where the estimated cost of such alteration, addition or improvement shall be one hundred fifty thousand (\$150,000) or more, defined as a "Material Alteration", LESSEE shall require all contractors to provide eighty-five (85%) payment and performance bonds in accordance with Title 54, Chapter 19, Idaho Code. All surety company bonds shall guarantee the completion of the construction in accordance with Construction Documents approved by LESSEE and ISU, and guarantee the payment



of the cost of such construction. The bond must be in a form reasonably acceptable to the ISU and issued by a surety licensed to conduct business in Idaho. If the State accepts a performance and/or payment bond that is obtained by a construction contractor or other entity different from the LESSEE, and that bond(s) does not name the State in a way to allow the State to demand surety performance under the bond(s), then LESSEE shall reasonably cooperate with the State to the fullest extent possible to obtain the complete protection for the project that the bond(s) is intended to provide.

**11. Insurance During Initial Construction.** Prior to the initial construction of the Lessee Building, and prior to any Material Alteration of the Lessee Building on the Leased Premises:

- a. LESSEE shall cause to be maintained with responsible insurers, at LESSEE's expense, builder's risk insurance (fire with extended coverage and vandalism endorsement) in an amount not less than one hundred percent (100%) of the anticipated value of the Lessee Building as completed;
- b. LESSEE or any contractor or contractors employed by LESSEE or any other person who will perform work on or install the equipment in the Lessee Building shall be fully covered by worker's compensation insurance as required under the Idaho Worker's Compensation Act, and all certificates of worker's compensation insurance shall be furnished to LESSEE and ISU before commencement of any construction;
- c. LESSEE or any contractor or contractors employed by LESSEE or any other person who will perform work on or install the equipment in the Lessee Building shall be covered by liability coverage with minimum limits of one million dollars (\$1,000,000) per occurrence, and two million dollars aggregate with an additional insured endorsement in favor of ISU and the State of Idaho.
- d. By requiring insurance herein, ISU does not represent that coverages and limits will necessarily be adequate to protect LESSEE or any contractor or contractors employed by LESSEE. Such coverage and limits shall not be deemed as a limitation on the LESSEE'S liabilities under any of the indemnities granted in the Ground Lease.

**12. Construction and Completion of Work.**

- a. Prior to ISU's approval of the Plans, LESSEE shall, at no material cost or expense to LESSEE, reasonably include ISU in its design process, from preliminary concepts through the final design of the Plans.
- b. LESSEE, coincidental with its submittal to Meridian City, shall submit to ISU for ISU's approval, which approval shall not be unreasonably withheld, conditioned or delayed, all Construction Documents and a

complete set of construction plans and specifications for the Lessee Building and all material improvements, including material supplements and changes thereto (collectively, the “Plans”) prepared by a licensed architect or engineer, which plans and specifications may include, copies of preliminary grading and drainage plans; soil test reports; descriptions of utilities, sewer and service connections; locations of ingress and egress to and from public thoroughfares; curbs; gutters; parkways, street lighting, designs and locations for outdoor signs; storage areas; building plans, elevations, and renderings; landscaping plans; parking stalls; and the architect’s estimate of the costs of construction, all reasonably sufficient to enable ISU to make an informed judgment about the nature, design, and quality of the proposed Lessee Building and improvements. ISU shall have a period of thirty (30) days after submission of the Plans, together with a written statement of LESSEE that it deems the same complete and requests approval thereof, to advise LESSEE in writing of its approval, disapproval, or request for supplementation, amendment, or clarification of said Plans. ISU shall have the right to disapprove the Plans. Further, in the event that LESSEE materially changes or supplements the Plans, LESSEE shall provide written notice of such material change to ISU and ISU shall have five (5) business days to advise LESSEE in writing of its approval or disapproval of said modification. Two (2) hard copies and two (2) electronic copies of the Plans shall be submitted to ISU within seven (7) months of execution of this Ground Lease. One copy shall be attached hereto as Exhibit F. Failure of ISU to respond to LESSEE regarding (i) the Plans within thirty (30) days shall be deemed ISU’s approval of the Plans and (ii) any material modification to the Plans within five (5) business days shall be deemed ISU’s approval of such modification.

- c. Fire lane extensions for Fire Department access, ADA accessible parking stalls, drop off areas, and screened trash enclosures must be provided within the Effective Land Area to serve the Lessee Building and be in compliance with applicable Laws.
- d. Accessible pedestrian connectivity between the Lessee Building and the ISU campus must be included in the building and site design. The accessible pedestrian walkway must locate within the existing landscape parkway along the southern boundary of the Leased Premises so that no part of the current Common Area ingress/egress or Common Area parking are used for the proposed accessible pedestrian route.
- e. LESSEE shall provide ISU with written notification of its intention to commence development of the Lessee Building at least ten (10) business days before commencement of any such work to the Leased



- Premises or delivery of any materials to the designated staging area.
- f. LESSEE shall furnish ISU with a true copy of LESSEE's executed contract with the general contractor, who is appropriately licensed in the State of Idaho with any confidential or proprietary information redacted. The construction contract shall give ISU the right, but not the obligation, to assume LESSEE's obligations and rights under the contract if LESSEE should be in default past any applicable notice and cure periods therein, and such default is not waived by the contractor or otherwise cured within the applicable time frame set forth in such construction contract. The contract shall also require the general contractor to copy ISU upon any notification of LESSEE's default past any applicable notice and cure periods.
  - g. LESSEE shall furnish ISU with a list of all major subcontractors who will be involved in the construction of the Lessee Building.
  - h. ISU hereby grants to LESSEE a right to enter upon ISU-Meridian and to construct, at its own cost and expense, the Lessee Building as described in the Construction Documents. In addition to constructing the Lessee Building, LESSEE shall, at its own cost and expense, ensure that all other improvements, including parking areas, common lighting, and landscaping built by or on behalf of LESSEE on the Leased Premises, are in accordance with applicable Laws affecting the Leased Premises.
  - i. LESSEE shall comply with, and shall cause its contractors and subcontractors to comply with, all applicable Laws, including, without limitation, those Laws pertaining to licensing and permitting, public works, building construction, building codes, employment, and conditions and hours of employment.
  - j. All construction shall comply with the Declaration regarding staging areas, construction parking, and plans to ensure the safety of all faculty, staff, and students of ISU and the school district. Construction shall not materially and adversely interfere with the on-going business of ISU and the school district.
  - k. All defects, deficiencies, errors, and omissions associated with the construction, reconstruction, or repair of the Lessee Building rests solely upon LESSEE to the extent the same are not caused by the acts or omissions of ISU, its employees, contractors, agents, representatives or invitees, and all costs to correct the same shall be paid by LESSEE.
  - l. Once the work has begun, LESSEE shall, with reasonable diligence, prosecute to completion all construction of the Lessee Building, subject to conditions of Unavoidable Delay.
  - m. LESSEE shall provide to ISU a schedule of all on-site testing and inspections, including independent testing firms and government

agencies (e.g., soil compacting, concrete tests, etc.). LESSEE shall provide to ISU, within fifteen (15) business days of its receipt thereof, copies of the results of all said testings and inspections. LESSEE shall notify ISU of any significant deviations from the schedule. In the event of any finding by ISU that construction materials or workmanship are not in substantial accordance with the Plans, LESSEE shall immediately cease such unauthorized work and repair or replace such items.

- n. If LESSEE shall not have completed the construction of the Lessee Building on the Leased Premises by the date that is thirty-six (36) months following the Effective Date (as the same may be extended by any Unavoidable Delay, the “**Date of Completion**”) in accordance with the Construction Documents, unless caused by Unavoidable Delay, ISU has the option to, at its sole discretion and as its sole and exclusive remedy, with ten (10) days written notice, terminate this Ground Lease.
- o. If construction is not completed because of Unavoidable Delay or because LESSEE has not obtained accreditation from COCA, the Parties shall work together to amend this Ground Lease, in writing, with a new Date of Completion.
- p. During the term of this Ground Lease, LESSEE may, but shall not be obligated to, construct additions or make alterations to the Leased Premises. Notice of any Material Alterations shall be provided to ISU at least ninety (90) days prior to any solicitation of bids for construction of the Material Alteration. All Material Alterations shall be made in accordance with the terms of this Ground Lease and the applicable provisions of the Declaration and all costs shall be paid by LESSEE. No Material Alteration shall materially and adversely impair the ability of ISU to further develop ISU-Meridian. ISU may, at its reasonable discretion, disapprove any such Material Alteration. LESSEE shall have the right to make Minor Alterations to the Leased Premises and the Lessee Building in accordance with the applicable provisions of the Declaration without the prior written consent of ISU. “**Minor Alterations**” means any alterations, improvements or additions constructed by or on behalf of LESSEE that are not a Material Alteration.
- q. During the term of this Ground Lease, LESSEE shall maintain and keep current accurate “as-built” drawings, which may include hand-drawn modifications to existing drawings.
- r. Fee title to the Lessee Building, together with all additions, alterations, and improvements thereto, constructed on the Leased Premises, even though a part of the realty, shall be and remain in LESSEE name during the term of this Ground Lease.
- s. LESSEE shall not purchase any property surrounding ISU-Meridian that would limit the future growth of ISU-Meridian unless the Parties agree

to such purchase in writing that is signed by the proper authority of each Party.

- t. LESSEE shall defend, indemnify, and hold ISU and the State of Idaho harmless from any and all liability, claims, damages, expenses (including reasonable attorney's fees and costs), liens, claims of lien, judgments, proceedings, and causes of action, arising out of or in any way connected with the construction of the Lessee Building, unless caused by the negligent or willful act or omission of ISU, its agents, contractors, or employees.
- u. To the extent allowed by law, ISU shall defend, indemnify, and hold LESSEE harmless from any and all liability, claims, damages, expenses (including reasonable attorney's fees and costs), liens, claims of lien, judgments, proceedings, and causes of action, arising out of or in any way connected with (i) ISU's breach of its obligations under the Declaration and/or this Ground Lease and/or (ii) the acts and omissions of ISU, its agents, contractors or employees, unless caused by the negligent or willful act or omission of LESSEE, its agents, contractors, or employees.

13. LESSEE's Insurance After Initial Construction. After the Lessee Building has been constructed and written notice of substantial completion is delivered to LESSEE and ISU, LESSEE shall, during the term of this Ground Lease and the subsequent renewal terms of this Ground Lease, if any, maintain through a responsible insurer(s) licensed to do business in Idaho, at LESSEE's sole expense, the following insurance coverages:

- a. Fire and extended coverage insurance in an amount equal to at least one hundred percent (100%) of the full replacement cost of the Lessee Building;
- b. Worker's compensation insurance for all employees and staff of LESSEE, insuring against claims under the Idaho Worker's Compensation Act; and
- c. Premises liability coverage in an amount of one million dollars (\$1,000,000) per occurrence, two million aggregate with an additional insured endorsement in favor of ISU and the State of Idaho.
- d. The insurance policies shall not be subject to cancellation except upon at least thirty (30) days' prior written notice to ISU. If LESSEE fails to comply with any insurance requirements set forth in this Ground Lease, ISU may obtain insurance and keep it in effect, and upon demand, LESSEE shall pay ISU its actual, out of pocket cost of procuring such insurance.
- e. By requiring insurance herein, ISU does not represent that coverages and limits will necessarily be adequate to protect LESSEE. Such

coverage and limits shall not be deemed as a limitation on the LESSEE'S liabilities under any of the indemnities granted in the Ground Lease.

14. Repairs/Maintenance/Security. Except for any maintenance or repair obligations of ISU under the Declaration, LESSEE shall have sole responsibility to maintain or caused to be maintained the Lessee Building and all improvements within the Leased Premises in good and clean condition and repair, ordinary wear and tear excepted, said maintenance to include, without limitation, the following:

- a. Maintaining all exterior site improvements, including fences and gates;
- b. Maintaining, repairing, resurfacing, and restriping, when reasonably necessary, in accordance with the Declaration, all paved surfaces in a level, smooth, and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all material respects be equal or superior in quality, use, and durability;
- c. Maintaining, repairing, and replacing general building structure and related equipment (interior and exterior), including tuck-pointing, painting and caulking as reasonably needed, as determined by LESSEE;
- d. Removing substantially all snow, papers, debris, filth, and refuse, and reasonably sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
- e. Operating, maintaining, repairing, and replacing, when necessary, as reasonably determined by LESSEE, the heating, cooling, and air handling systems and related equipment, including filter replacement, routine service, and monitoring air quality and comfort standards;
- f. Operating, maintaining, repairing, and replacing, when necessary, as reasonably determined by LESSEE, electrical systems and related equipment;
- g. Sewer and plumbing systems and related equipment shall be maintained in a safe, sanitary, and functional condition. Stacks, vents, and lines shall be kept substantially free from obstructions, leaks, and defects. The water supply shall be maintained substantially free from contamination;
- h. Operating, maintaining, repairing, and replacing, when necessary, as reasonably determined by LESSEE, the roof, flashing, gutters, and drains.
- i. Operating, maintaining, repairing, and replacing, when necessary, such exterior lighting facilities as shall be reasonably required, as reasonably determined by LESSEE, plus seasonal adjustment of timers. Exterior lighting shall include landscaped areas, parking areas, building exterior lights, walkways, and delivery areas;
- j. Maintaining, repairing, and replacing, when necessary, as reasonably

- determined by LESSEE, all directional signs, markers, and lines;
- k. Operating, maintaining, repairing, and replacing, when necessary, as reasonably determined by LESSEE, fire sprinkler system, including fire extinguishers and smoke detectors;
  - l. Maintaining all landscaped areas, and maintaining, repairing, and replacing, when necessary, as reasonably determined by LESSEE, automatic sprinkler systems and water lines; and replacing shrubs and other landscaping as necessary, as reasonably determined by LESSEE;\_
  - m. All maintenance and service of equipment shall be performed by a licensed firm. LESSEE shall use commercially reasonable efforts to endeavor that all maintenance and service providers shall comply with OSHA requirements, including wearing of protective clothing and following MSDS procedures.
  - n. The LESSEE shall provide re-certification of life safety equipment including, without limitation, the building fire detection and fire suppression systems in accordance with applicable Laws. Additionally the LESSEE shall have elevators inspected by a licensed provider as required by applicable Laws. If requested by ISU, copies of each re-certification shall be provided to the ISU within thirty (30) days of such applicable written request.
  - o. Maintaining, repairing, and replacing, when necessary, all storm drains, sewers, and other utility lines and facilities located on the Leased Premises and not dedicated to the public or conveyed to any public or private utility which are necessary for the operation of the Lessee Building;
  - p. Employing security personnel as deemed appropriate by LESSEE.

Notwithstanding the foregoing, ISU, at ISU's sole cost and expense, covenants and agrees to perform its obligations under the Declaration. ISU hereby acknowledges and agrees that in no event shall LESSEE be responsible for any fees, charges, expenses, or assessments under the Declaration and that ISU shall pay for the same as required by the Declaration.

15. Maintenance Plan, Maintenance Records and Inspections. LESSEE acknowledges and agrees to prepare and implement, during the term of this Ground Lease and to the extent the same is required by applicable Laws, a preventative maintenance and service program for the interior and exterior of the Lessee Building (the "**Maintenance Plan**"), which Maintenance Plan shall be acceptable to LESSEE's investors and lenders. The Parties agree to meet periodically, at a minimum, annually, to review this Ground Lease, and any property and maintenance issues. LESSEE shall deliver a copy of the Maintenance Plan to ISU at this meeting. The Maintenance Plan may cover, as required by applicable

Laws, the inspection, service and repair of the Lessee Building, including, without limitation, the following:

- a. The heating and cooling system, including safety devices, water treatment, lubrication, alignment, gaskets, calibration, filter replacement, cleaning, adjustments, coil cleaning, damper cleaning and adjustment, and pressure readings.
- b. The plumbing systems, including water quality, running water, leaks, drains, cleanliness, and roof drains. Ground depressions over sewer lines shall be repaired immediately.
- c. The electrical systems, including monthly amp draws or bi-annual infrared scanning of electrical system to detect any overload conditions and monthly exterior lighting inspection in the evenings. A schedule of timer adjustments shall be established to account for seasonal changes.
- d. The roof, including monthly assessment of conditions, in addition to special inspections after snow, hail, or heavy winds. Inspections to watch traffic patterns of maintenance/service people on roof, to alleviate standing moisture, blisters, debris on roof, leaks, loose flashings, gutters and downspouts and to check to see if roof equipment is securely fastened and clean. Roof drains shall be cleaned on a reasonable basis. Repairs shall be made in accordance with roof warranty provisions.
- e. The paved areas, to correct any ponding, sprinkler run-off, pothole issues. If pavement issues are a concern in dumpster or delivery areas, concrete pads shall be considered. Routine maintenance of asphalt such as crack filling, re-sealing, and re-striping shall be completed as reasonably necessary, as determined by LESSEE.
- f. The fire safety system, to recharge all fire extinguishers, test fire alarms and pull boxes as required by applicable Laws. A fire sprinkler firm must perform a testing of the fire sprinkler system as required by applicable Laws.
- g. All doors, including the adjustment of door closers.
- h. Projection of timing of carpeting, flooring, and furniture, fixtures, and equipment replacement, in addition to future capital improvement projects. Exterior building joints, glazing and caulking windows, mildew, trip hazards, overhead door adjustment, and lubrication.
- i. The fencing and gates.
- j. Performance of any touch-up painting, especially on bare wood and exposed metals.



- k. Recommendations to increase building efficiency by decreasing utility consumption or by implementing additional energy management procedures.
  - l. An inspection shall also be made of all electric motors, transmission and drive systems, laboratory equipment, and water consuming systems as required by applicable Laws.
  - m. Maintenance of warranty records and established service schedules that substantially comply with warranty and manufacturer's guidelines. LESSEE shall use commercially reasonable efforts to keep all instruction manuals for all installed equipment, including maintenance guides and parts lists. LESSEE shall maintain and keep current all plans and specifications.
  - n. LESSEE will schedule inspections of the Lessee Building during the term of the Ground Lease as required by applicable Laws.
  - j. The building authority having jurisdiction and the Idaho State Fire Marshal shall inspect the Lessee Building as required by applicable Laws. The LESSEE shall provide copies of each inspection report to ISU within thirty (30) days of inspection date. LESSEE shall comply promptly with any actions required by these entities.
16. Failure to Repair, Maintain or Service. In the event that the LESSEE shall fail or refuse to make such repairs, perform such maintenance, provide such services, or to take any other action required of the LESSEE under this Ground Lease, ISU shall give LESSEE reasonable notice and time to cure and, failing such cure, ISU may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action, and recover such reasonable sums expended directly from the LESSEE upon presentation of an invoice. ISU's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Ground Lease, at law or in equity.
17. Utilities. LESSEE hereby covenants and agrees to pay all charges for heat, light, gas, telephone, trash service, telecommunications services, water, and sewer, and for all other public or private utilities which shall be used in or charged against the Lessee Building during the term of this Ground Lease, including any hookup or installation charges, whether or not the same constitute liens.
18. Destruction of Leased Premises or Lessee Building.
- a. In the event the Leased Premises or the Lessee Building shall be damaged or destroyed during the term of this Ground Lease by fire or any other casualty, LESSEE may, at LESSEE's sole option, elect to

continue this Ground Lease in effect and shall cause the damaged portion of the Leased Premises or Lessee Building to be repaired and restored to substantially the same condition which existed before any fire or other casualty. Should LESSEE exercise its option to continue this Ground Lease and to restore the Leased Premises or Lessee Building, LESSEE shall be entitled to apply all or any portion of insurance proceeds owed to it toward repair and restoration of the Leased Premises or the Lessee Building and shall proceed with due diligence to restore and reconstruct the Leased Premises and LESSEE Building.

- b. In the event LESSEE doesn't exercise its option to continue this Ground Lease upon the occurrence of damage to or destruction of the Leased Premises or Lessee Building by fire or other casualty, then LESSEE may, at LESSEE's sole option, declare this Ground Lease terminated. In such event, all obligations to perform the covenants of this Ground Lease shall terminate, and all insurance proceeds payable with respect to such loss shall be applied first to the cost, in an amount not to exceed \$500,000, of demolition of the remaining improvements and restoration of the real property to substantially the same condition existing as of the commencement of this Ground Lease, with the balance of insurance proceeds, if any, to be paid to LESSEE and/or its lenders.

**19. Eminent Domain.**

- a. If the entire Leased Premises or Lessee Building shall be taken by condemnation or right of eminent domain, or conveyed in lieu thereof, or, in the event such portion of the Leased Premises or such portion of the Lessee Building shall be so taken or conveyed that prohibits or substantially impairs LESSEE's use, LESSEE shall give notice to such effect, then, in either or such events, this Ground Lease shall be terminated as of the date possession of the property is taken by the condemning authority.
- b. However, if a portion of the Leased Premises is taken by condemnation or right of eminent domain, or conveyed in lieu thereof, and this Ground Lease is not terminated by LESSEE as set forth in Section 19(a) above, this Ground Lease shall remain in effect. In the event a partial taking occurs and this Ground Lease is not terminated by LESSEE as set forth in Section 19(a) above, LESSEE shall make such alterations or repairs, at LESSEE's own cost and expense or from any insurance proceeds, as applicable, as are necessary to make the Leased Premises or Lessee Building usable by LESSEE.
- c. LESSEE shall be entitled to LESSEE's part of any award and payment for



the taking by condemnation or right of eminent domain or conveyance in lieu thereof of the Leased Premises or Lessee Building. ISU shall be entitled to ISU's remainderman interest of any award and payment for the taking of the Leased Premises or Lessee Building by condemnation or right of eminent domain or conveyance in lieu thereof to the extent the same does not diminish LESSEE's award. LESSEE shall be entitled to make a claim to the condemning authority for a separate award for damage to LESSEE's Building and interest, including, without limitation, any relocation expense.

- d. Nothing contained herein shall prevent ISU and LESSEE from prosecuting claims in any condemnation proceedings, or filing a collateral claim or action if such Party is not named as a Party in the proceeding, for the value of all of their respective interests, provided, however, in no event shall ISU's claim reduce the proceeds or award due and owing LESSEE.

20. LESSEE's Assignment or Transfer of Interest. LESSEE shall not assign or sublease its interest in this Ground Lease without the prior written approval of ISU, which consent and approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Lessee shall have the right, without ISU's prior consent,

(i) to assign the Lease to any Affiliate (as defined below) of LESSEE or (ii) to mortgage or collaterally assign its leasehold interest and its interest in the Lessee Building and other improvements constructed on the Leased Premises (each, a "**Permitted Transfer**"). For the purposes of this Section 20, an "Affiliate" shall be any entity that (a) is controlled by, controlling or under common control of LESSEE and (ii) has a reasonable amount of experience and knowledge in operating a business for the Permitted Use. Except for a Permitted Transfer, the factors to be considered by ISU in granting or withholding its consent and approval to the proposed assignment or sublease are limited to (i) the assignee's or sublessee's financial condition; and (ii) a determination of whether the assignee's or sublessee's proposed use is consistent with the restrictions of Section 5 of this Ground Lease. LESSEE shall bear the burden and expense of establishing that the proposed assignee or sublessee satisfies the foregoing criteria.-

21. Liens. LESSEE shall not permit any mechanic's, materialmen's, or other lien, encumbrances, consensual liens, to attach to the Lessee Building, Leased Premises, or ISU-Meridian. In the event that any such mechanic's, materialmen's, or other liens are filed against the Leased Premises, the Lessee Building, or ISU-Meridian by reason of actions of LESSEE, LESSEE shall cause all such liens to be discharged by payment, bond, or otherwise within sixty (60)

days after LESSEE has knowledge of or receives written notice of the filing of such liens or security interests. LESSEE shall defend, indemnify, and hold ISU and the State of Idaho harmless from any and all liability, claims, damages, expenses (including reasonable attorney's fees and costs), liens, claims of lien, judgments, proceedings, and causes of action, arising out of or in any way connected with the construction of the Lessee Building, unless caused by the negligent or willful act or omission of ISU, its agents, contractors, or employees.

22. Telephone. LESSEE shall be responsible for the installation, alterations, repair, or maintenance of all telephone and telephone systems, and all other telecommunication systems, including wiring, to the Lessee Building.

23. Exterior Signs. LESSEE may install upon the exterior of the Lessee Building or the grounds surrounding the Lessee Building, such signs and displays as LESSEE shall deem advisable; provided, all such signs and displays shall be in compliance with all applicable laws, rules, covenants, and regulations and shall be subject to the prior written approval by ISU. Signage cannot unduly impact or diminish the image and/or visibility of the ISU-Meridian Health Center. LESSEE should provide all graphic presentations, shop drawings, and final signage design for ISU's approval. The signs or displays shall be limited to designating the Lessee Building name and parking and traffic control signs.

24. Taxes and Assessments.

- a. LESSEE shall, if necessary and as required by applicable Laws, pay any personal property taxes which may be assessed, if any local taxing authority may assert such authority. It is the understanding of the Parties hereto that ad valorem real property taxes and other assessments levied and assessed against the Leased Premises or Lessee Building shall not be payable, due to the ownership interest of ISU in the Leased Premises. However, if for any reason any type of real estate taxes are levied against the Leased Premises or Lessee Building, LESSEE shall reimburse ISU the amount of any real estate taxes so levied and assessed. Any reimbursement due ISU hereunder shall be paid within thirty (30) days after delivery to LESSEE of copies of the tax bills evidencing the assessment of such taxes reimbursable under this Section 24. ISU agrees to pay, when due, before delinquency, directly to the tax collecting authority, all taxes and assessments levied and assessed against the Leased Premises. In the event ISU fails to pay such taxes and assessments when due, LESSEE shall have the right, but not the obligation, to pay the same directly to the taxing authority.
- b. In the event ad valorem real property taxes are levied and assessed

against the Leased Premises or Lessee Building, LESSEE, at LESSEE's expense, shall have the right to contest the amount or validity of all or any part of the ad valorem real property taxes and assessments required to be paid by ISU hereunder; provided, however, LESSEE shall indemnify ISU against any loss or liability by reason of such contest. Notwithstanding such a contest, all taxes otherwise due and payable to ISU by LESSEE shall be paid within thirty (30) days of written demand, but any refund thereof by the taxing authority shall be the property of LESSEE. ISU and LESSEE agree to assist each other as may be reasonably necessary in any contest of ad valorem real property taxes and assessments.

- c. LESSEE shall be required to reimburse ISU within thirty (30) days of written demand for any and all taxes and other charges payable by ISU to any governmental entity (other than income, capital levy, estate, succession, inheritance or transfer taxes or similar tax of ISU) whether or not now customarily paid or within the contemplation of the Parties hereto, by reason of or measured by any and all taxes levied or assessed and which become payable during the term of this Ground Lease upon any of LESSEE's property or LESSEE's income derived from the Leased Premises. The Parties acknowledge and agree that ISU shall be responsible for any and all income, profits or revenue tax, assessment or charge imposed upon the rent or other benefit received by ISU under this Ground Lease.

**25. Compliance With Laws and Regulations.**

- a. LESSEE shall, at its own cost and expense, promptly comply with, or cause to be complied with, all Laws, whether or not the same require structural repairs or alterations, which may be applicable to LESSEE, the Leased Premises or the Lessee Building or the use of or manner of use of the Leased Premises or the Lessee Building. This provision specifically includes LESSEE's obligation to comply with all statutes, rules, and regulations regarding the handling, storage, and disposal of any hazards or regulated substance used by LESSEE on the Leased Premises. LESSEE shall also observe and comply with the requirements of all policies and arrangements of insurance that LESSEE is required to carry under this Ground Lease.
- b. LESSEE shall defend, indemnify, and hold ISU and the State of Idaho harmless from any and all liability, claims, damages, expenses (including reasonable attorney's fees and costs), judgments, proceedings, and causes of action, arising out of or in any way connected with the failure to comply with applicable Laws, unless the same is caused by the negligence or willful acts or omissions of ISU, its

employees, agents, contractors or representatives.

26. Hazardous Materials.

- a. LESSEE shall not accumulate, use, or store on the Leased Premises, Hazardous Substances or materials classified as hazardous, biomedical, or toxic waste, except in compliance with all applicable Laws. LESSEE shall comply with any lawful order by an entity reposed with authority to regulate the use, accumulation, storage, or disposal of a Hazardous Substance.
- b. LESSEE will comply with all reporting requirements and applicable Laws for Hazardous Substances. LESSEE will provide copies of applicable MSDS sheets to ISU and the Meridian Fire Department. LESSEE shall work with ISU, the Meridian Fire Department, and any other local emergency planners on appropriate response planning.
- c. LESSEE agrees to indemnify and hold harmless ISU and the State of Idaho, its agents, employees, contractors, experts, licensees, and affiliates from any and all environmental claims, damages, fines, judgments, penalties, costs, liabilities, or losses, including, without limitation, any and all sums paid for settlement of claims, court costs, attorney's fees, consultant fees, and expert fees, arising during or after the term of this Ground Lease from or in connection with the presence or suspected presence of Hazardous Substances in or on the Leased Premises, unless the Hazardous Substances are present as a result of the negligence, willful misconduct, or other acts of ISU, its agents, employees, contractors, or invitees. Without limitation of the foregoing, this indemnification shall include any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, local agency, or political subdivision.
- d. To the extent allowed by law, ISU shall indemnify, protect, defend and hold LESSEE harmless from and against any and all orders, penalties, fines, administrative actions, or other proceedings (collectively, a **"Compliance Obligation"**) commenced by any governmental agency including, without limitation, the United States Environmental Protection Agency, as a result of the existence of any environmental condition in violation of an environmental law that (i) exists as of the Effective Date, on, under or at the Leased Premises or (ii) results from ISU or ISU's agents, contractors or employees releasing, generating, or disposing of any Hazardous Substances in, on, or about the Leased Premises in violation of any environment laws, except to the extent that such environmental condition is caused or aggravated by the act or omission of LESSEE, its agents, contractors, servants, employees,

customers or invitees.

27. Zoning and Building Restrictions. It is understood and agreed that this Ground Lease is subject to all applicable zoning ordinances and restrictions and all limitations of record and is subject to any and all easements for public utilities which are of record. If there are any such restrictions which make construction of the Lessee Building unfeasible in the opinion of the Parties, the Parties may mutually terminate this Ground Lease. All construction, parking, or signage shall conform to any applicable zoning or building regulations.

28. Waste and Nuisance Prohibited. LESSEE shall not commit or suffer to be committed any waste or any nuisance on the Leased Premises or on the remainder of ISU-Meridian.

29. Waiver of ISU's Lien. ISU hereby waives any lien on LESSEE's personal property, including, without limitation, any furniture, furnishings or equipment on the Leased Premises, whether granted by statute or otherwise.

30. Mortgage Financing.

- a. Leasehold Mortgages and Encumbrances; Leased Fixtures. LESSEE shall have the right, without the consent of ISU, to mortgage, collaterally assign or otherwise encumber any interest that LESSEE has in this Lease, the Building or any other improvements on the Leased Premises, including, without limitation, its leasehold interest or any part thereof, as collateral security for financing, provided that (i) LESSEE shall remain liable for performance of all of its obligations under this Ground Lease, and (ii) any financing obtained by LESSEE for the Lessee Building and/or any other improvements may not, without the written consent of ISU, which consent shall not be unreasonably withheld, conditioned or delayed, exceed the value of the Lessee Building and other improvements at the time such financing is obtained, or the term of this Ground Lease. Notwithstanding the foregoing, any Mortgage shall only be upon LESSEE's leasehold estate hereunder and LESSEE's interest in this Ground Lease, the Building and any improvements and shall not encumber ISU's fee simple title to ISU-Meridian. =

The term "mortgage", when used in this Section, shall include, without limitation, leasehold mortgages and deeds of trust; the term "mortgagee" shall include, without limitation, a mortgagee under a mortgage or the trustee or beneficiary of a deed of trust, but only those whose names and addresses have been furnished in writing to ISU; and the term "foreclosure" shall include, without limitation, judicial or non-

judicial foreclosure, sale upon default under nonjudicial powers of sale, and conveyances or assignments in lieu of foreclosure. Provided that ISU shall have been furnished with a true and correct copy of the mortgage (and any and all amendments or modifications thereto) meeting the requirements of this Section 30(b), the name and address of the mortgagee, and the date of recording of the mortgage, until ISU receives notice that the mortgage has been satisfied or released, the following provisions shall apply.

- (i) Upon and during the occurrence of any LESSEE default under any mortgage past the applicable notice and cure period, ISU may, in its sole discretion, within ninety (90) days of receipt of a notice of mortgage default from the mortgagee, take whatever action is necessary to cure the LESSEE's default, or undertake, in good faith, to cure the default if the default is not of a nature as can be cured within ninety (90) days, with like effect as if LESSEE had cured or undertaken cure of the default. LESSEE shall indemnify ISU for all actual, out-of-pocket costs and expenses incurred in curing the default.
- (ii) No Termination By Reason of Sale, Foreclosure or Surrender. So long as the mortgagee pays all rent due and otherwise complies with LESSEE's obligations under this Ground Lease in accordance with the terms and conditions to cure any default contained in this paragraph including payment of any rent due and owing by LESSEE, this Ground Lease shall not be subject to termination by ISU by reason of foreclosure or by resort to any remedy for default under or pursuant to a mortgage. No sale or transfer of the Leased Premises or ISU's interest in this Ground Lease, or any portion thereof, to the LESSEE and no purchase or other acquisition of this Ground Lease, or any interest herein or in the Lessee Building and improvements, by ISU, shall terminate this Ground Lease by merger or otherwise and this Ground Lease shall continue in full force and effect notwithstanding any such transfers so long as any mortgage encumbers the LESSEE's leasehold interest. Except with respect to provisions of this Ground Lease not material to the security of any mortgagee, this Ground Lease may not be amended or any provision of this Ground Lease waived by ISU or the LESSEE without the prior written consent of each mortgagee and any such amendment or waiver made without the prior written consent of each mortgagee may be declared void and of no force or effect by the mortgagee. Consent to amendment or waiver may only be withheld by such mortgagee if such amendment or waiver would impair its security interest.



- (iii) No Voluntary Cancellation. So long as a mortgage is in effect, ISU shall not accept a surrender, cancellation or other voluntary termination of this Ground Lease by the LESSEE without the prior written consent of all mortgagees of record, unless upon such surrender or cancellation ISU expressly assumes the LESSEE's obligations under such mortgages or, if such termination is on account of a default by the LESSEE of the Ground Lease hereunder, and ISU has given each mortgagee of record the opportunity to exercise its rights as provided in this Section 30.
- (iv) Right of Mortgagee on Default. No act or failure to act on the part of the LESSEE which would entitle ISU under the terms of this Ground Lease, or by law, to be relieved of ISU's obligations hereunder or to terminate this Ground Lease, shall result in a release or termination of such obligations or a termination of this Ground Lease as to any mortgagee unless:
  - (A) Notice. ISU shall have first given written notice of the LESSEE's act or failure to act to each such mortgagee, specifying the act or failure to act on the part of the LESSEE to the address of the mortgagee last supplied to ISU by such mortgagee; and
  - (B) No Cure. Such mortgagee, after receipt of such notice (i) has failed or refused to correct or cure the condition complained of within the time permitted the LESSEE hereunder, plus an additional thirty (30) days thereafter in the case of default consisting solely of a failure to pay a sum of money due from the LESSEE to ISU, or required to be paid by the LESSEE under this Ground Lease; (ii) in the case of any other default by the LESSEE hereunder, other than an Uncurable Default (as defined below) has failed or refused to correct or cure the condition complained of within the time permitted by the Ground Lease plus and additional thirty (30) days; or (iii) has failed, in the case of a default by LESSEE which by its nature cannot be cured or corrected by mortgagee (an "Uncurable Default"), including, without limitation, LESSEE's bankruptcy or insolvency, to lawfully assume possession of the Leased Premises within a reasonable time (as defined below).

As used in subsection (B) above, "**reasonable time**" means and includes the time necessary, using reasonable diligence, to obtain possession of the leasehold interest, including, without limitation, possession of the Lessee Building, in the manner required by law under the mortgage, if the mortgagee, by written notice to ISU

within thirty (30) days after receipt of ISU's notice to mortgagee, elects to do so, but no more than sixty (60) days after such written notice to ISU unless the mortgagee may be prevented from foreclosing and/or obtaining possession as a result of bankruptcy proceedings or other proceedings initiated by the LESSEE or its creditors), and, as used in subsection (B) above, also means and includes such time as is necessary to correct or cure the condition using reasonable diligence. \_

- (v) Mortgagee Succeeds to LESSEE's Interest; Liability of Mortgagee Limited. Upon any lawful assumption of possession of the LESSEE's leasehold interest or the acquisition of LESSEE's interest in the Lessee Building, such mortgagee shall have all of the rights of the LESSEE and the duty to perform all of the LESSEE's obligations hereunder accruing thereafter, but only for so long as it holds such possession of the leasehold interest or LESSEE's interest in the Building.

Provided, however, to the extent that a mortgagee elects to undertake any cure pursuant hereto, such mortgagee shall act with reasonable diligence in accordance with the terms and conditions herein specified. Any timely actions by a mortgagee to cure a default of the LESSEE shall be accepted by ISU as if performed by the LESSEE.

- (vi) Assignment And Assumption After Foreclosure. Any purchaser at a foreclosure sale other than a mortgagee shall assume all of the obligations of the LESSEE hereunder and shall have no right in respect of the Lessee Building and the Leased Premises unless the purchaser so assumes and delivers within ten (10) days of the sale (or order approving the sale, in the event such order is required by law) an instrument of assumption in recordable form assuming all of the LESSEE's obligations hereunder.
- (vii) Enforcement Rights. Any mortgagee shall be entitled to enforce the provisions of this Section 30(a) in its own name as a third party beneficiary.
- (viii) Notice by ISU. Any mortgagee shall be entitled to all of the rights and benefits of this Section including the right to receive any notices required to be given by ISU under this Section. ISU shall mail or deliver to such mortgagee a copy of any and all written notices which ISU may from time to time give to or serve upon the LESSEE under and pursuant to the terms and provisions of this Ground Lease pertaining to a default by the LESSEE hereunder. All notices and copies of notices required to be served pursuant to



this Section shall be delivered to the address of the mortgagee last supplied to ISU by such mortgagee.

(ix) Legal Proceedings. ISU shall give each mortgagee prompt notice of any legal proceedings between ISU and LESSEE involving obligations under this Ground Lease. Each mortgagee shall have the right to intervene in any such proceedings and be made a party to such proceedings, and ISU and LESSEE shall consent to such intervention. If any mortgagee shall not elect to intervene or become a party to any such proceedings, ISU shall give the mortgagee notice of, and a copy of, any award or decision made in any such proceedings, which shall be binding on all mortgagees not intervening after receipt of notice of proceedings.

(b) Cooperation for Mortgagee Protection. ISU and LESSEE shall cooperate in including in this Ground Lease by suitable amendment from time to time any provision which may reasonably be requested by the proposed leasehold mortgagee for the purpose of implementing the mortgagee protection provisions contained in this Ground Lease and allowing such mortgagee reasonable means to protect or preserve the lien of this leasehold mortgage on the occurrence of a default under the terms of this Ground Lease. ISU and LESSEE each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect the term or rent under this Ground Lease, subordinate ISU's fee interest to the ISU-Meridian to the mortgagee nor otherwise in any material respect adversely affect any rights of ISU under this Ground Lease.

31. Remedies and Forbearance/Waivers. No delay or omission on the part of ISU or LESSEE to exercise any right or power granted herein shall impair any such right or power nor shall be construed as a waiver thereof, and every such right or power may nevertheless be exercised.

This Ground Lease shall not be construed as obligating the State of Idaho to make future appropriations for the performance of any obligations under this Ground Lease. In the event that appropriated funds are not legally available and ISU no longer possesses the property at ISU-Meridian, then the new owner of the fee simple shall have all the rights of ISU under this Ground Lease as well as the duty to perform all of ISU's obligations accruing thereafter.

32. Disposition of Lessee Building Upon Lease Termination. The Lessee Building and all alterations, improvements, changes, or additions made in or to such Leased

Premises shall be the property of LESSEE subject to the terms of this Ground Lease. Upon termination or expiration of this Ground Lease, ISU shall have the option of requiring LESSEE, at LESSEE's sole expense, to remove any or all of the Lessee Building and/or improvements to the Leased Premises or require that the Lessee Building and/or improvements shall remain in place. LESSEE shall have up to one hundred eighty (180) days after the expiration of this Ground Lease in which to remove improvements if requested by ISU in writing. After expiration of this Ground Lease, LESSEE shall have the right to occupy the Leased Premises for the sole purpose of removing the improvements and such occupancy shall not be considered holding over nor shall rent be due for such period of removal of improvements. In the event ISU elects to require Lessee's Building and/or improvements to remain in place, the Lessee Building and any other structures, improvements, and installations, which have been placed upon the Leased Premises, shall be deemed to be a part of the Leased Premises, and a copy of all Construction Documents and instruments, including all "as-built" plans shall be delivered to ISU and title to the Lessee Building shall be vested with the State of Idaho.

33. Termination and Removal of Property. Upon termination of this Ground Lease, all trade fixtures, equipment, and personal property ("**LESSEE Property**") installed in or affixed to the Leased Premises may be removed by LESSEE. LESSEE shall be responsible for the reasonable repair of damage caused to the Leased Premises by removal of any such property. If LESSEE elects to remove such LESSEE Property, it must remove the LESSEE Property no later than ninety (90) days after termination of this Ground Lease. In the event LESSEE fails to remove the LESSEE Property within the allowed ninety (90) days, the LESSEE Property shall then belong to ISU. If ISU elects to have the Lessee Property removed, the costs of removal shall be borne by LESSEE.

34. Disputes and Remedies. ISU and LESSEE agree that all claims for default or breach of this Ground Lease or other dispute of the Parties hereto shall first be submitted to nonbinding mediation. The Parties agree that such mediation may be requested by either Party and shall be conducted by the American Arbitration Association in accordance with Commercial Arbitration Rules of the American Arbitration Association. This agreement to mediate shall be specifically enforceable by either Party under Idaho law. The Parties hereto shall share equally the costs for any mediation. Such mediation shall commence within fourteen (14) days of demand to the American Arbitration Association.

35. Default.

- a. Default by LESSEE. In the event of any breach of this Ground Lease by LESSEE, ISU shall have all rights and remedies provided by law or

statute, subject to Section 35 herein. LESSEE shall not be deemed to be in default hereunder unless ISU shall first give to LESSEE thirty (30) days' written notice of such default and LESSEE fails to cure such default within such thirty (30) day calendar day period, or if the default is of such a nature that it cannot be cured within thirty (30) days, LESSEE fails to commence to cure such default within such period of thirty (30) days or fails thereafter to proceed to the curing of such default with all possible diligence. In the event of a default or breach of this Ground Lease by ISU, LESSEE shall have all rights and remedies provided by law or statute, subject to Section 35 herein. No remedy herein conferred upon or reserved to ISU or LESSEE shall exclude any other remedy, but each shall be cumulative.

- b. Default by ISU. Failure of ISU to perform any of its obligations hereunder shall be a default by ISU thirty (30) days after written notice from LESSEE of such failure without cure by ISU. Nonappropriation of funds pursuant to Section 31.a. shall not be considered a default. Upon default, LESSEE shall have the right to enforce ISU's obligations by specific performance or obtain injunctive relief related to the default.

36. Warranty. ISU warrants that it has the power and authority to enter into this Ground Lease, subject to the existing laws and constitutional provisions of the State of Idaho, and that no consents not already obtained are required. LESSEE warrants it has the power and authority to enter into this Ground Lease, and further warrants that following the date that LESSEE obtains a construction loan to construct the LESSEE Building, it shall have the funds necessary to complete the construction of the Lessee Building in accordance with the terms of this Ground Lease.

37. Quiet Enjoyment. So long as LESSEE pays its rent when due under this Ground Lease and observes all other provisions of this Ground Lease, ISU shall not interfere with the peaceful and quiet enjoyment of the Leased Premises by LESSEE.

38. Memorandum of Ground Lease. This Ground Lease shall not be recorded; however, it is mutually agreed that the Parties, upon request by any one Party, will execute a written Memorandum of Ground Lease, a form of which is attached hereto as Exhibit G, acknowledging the tenancy hereby created, which shall be recorded in the official records of Ada County, Idaho.

39. Attorney Fees and Costs. In the event that either Party to this Ground Lease shall enforce any of the provisions hereof in any action at law or in equity, the

prevailing Party in such litigation may be entitled to recover from the other Party all costs and expenses incurred therein, including reasonable attorney's fees and all such fees and costs on appeal.

40. Integration. This Ground Lease embodies the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior understandings relating thereto. This Ground Lease shall not be modified except in writing signed by all Parties. In the event of any inconsistency among the terms and provisions of this Ground Lease to those of the CAA, the terms and provisions of this Ground Lease shall control.
41. Rules of Construction. In the event any conflict may be found to exist between this Ground Lease and any of the documents attached as exhibits hereto and incorporated herein by reference, including any written modifications to any of the documents that are signed by the Parties, then the provisions of this Ground Lease shall take precedence over the exhibits which shall at all times be subservient to this Ground Lease. This Ground Lease and all exhibits and any modifications have been negotiated by ISU and LESSEE, and as such, any ambiguity should be construed as if each Party was the drafter.
42. Execution of Documents. The Parties agree that they shall sign or cause to be signed, all documents necessary to the effectuation of this Ground Lease or any of the provisions herein as may be required from time to time.
43. Notices. Any notice under this Ground Lease shall be in writing and be delivered in person or by public or private courier service, including U.S. Postal Service Express Mail, by registered or certified mail, or by facsimile. Any notice given by registered or certified mail shall be sent 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.

ISU: President Arthur C. Vailas  
Idaho State University  
921 So. 8<sup>th</sup> Ave, Stop 8310  
Pocatello, ID 83209

LESSEE: Daniel C. Burrell, Manager  
Idaho College of Medicine  
401 Paseo de Peralta  
Santa Fe, NM 87501

Any notice shall be deemed to have been given on (i) actual delivery or refusal; (ii) the day of mailing, if delivery is by regular, registered, or certified mail; or (iii) the day facsimile delivery is verified. A copy of any notice shall also be sent to the Department of Administration, Division of Public Works, Attn: Statewide Leasing Manager, Post Office Box 83720, Boise, ID 83720-0072. In the event of a change of address by either ISU or LESSEE, the Parties agree to notify each

other in writing within ten (10) days of the date of any such change.

44. Waiver of Subrogation. ISU and LESSEE each hereby release each other from any and all liability to the other or to anyone claiming by, through, or under them by way of subrogation or otherwise for any loss or damage to property or person caused by (i) any existing or future condition, defect, or matter in or about the Leased Premises, (ii) fire or any other casualty even if such fire or other casualty shall have been caused by the willful or negligent act or omission of the other Party or anyone for whom such Party may be responsible, or (iii) any act or neglect of the applicable Party.

45. Effectiveness Condition.

- a. Effectiveness Condition. Notwithstanding anything in this Ground Lease to the contrary, the effectiveness of this Ground Lease is expressly conditioned on the satisfaction of the following condition (the “Effectiveness Condition”):
  - i. The School District (as defined in the Declaration) providing its written approval to the terms and conditions of this Ground Lease in accordance with the terms of the Declaration, including without limitation, approval of the construction of the Lessee Building and other improvements on the Leased Premises.
- b. Failure of Effectiveness Condition. If the Effectiveness Condition set forth in this Section 45 has not been satisfied on or before the date that is ninety (90) days following the Effective Date, then this Ground Lease shall terminate and be of no further force or effect.
- c. Satisfaction of Effectiveness Condition. Once the Effectiveness Condition set forth in this Section 45 has been satisfied, then ISU shall notify LESSEE that such Effectiveness Condition has been satisfied and this Section 45 shall be null and void and of no further force or effect.

46. Binding Effect, Heirs, and Successors. This Ground Lease shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties, subject to the provisions herein relating to assignments.

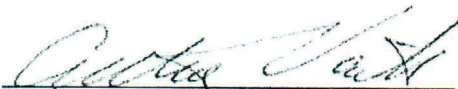
47. Severability. In the event any provision of this Ground Lease shall be held invalid or unenforceable according to the law, the validity, legality, or enforceability of the remaining provisions and the application thereof shall not in any way be affected or impaired.

48. Headings. Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Ground Lease.
49. Counterparts. This Ground Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
50. Time of the Essence. Time is of the essence of this Ground Lease and of each and every covenant, term, condition, and provision hereof.
51. Use of Names and Relationship. Nothing contained herein shall give LESSEE the right to the use of the name of ISU or make any statement which could be construed as an affiliation therewith, unless specifically prescribed in other agreements between the Parties. The relationship created by this Ground Lease is one of lessor and lessee.
52. Negation of Partnership. ISU shall not become or be deemed a partner or a joint venture with LESSEE by reason of any of the provisions of this Ground Lease, and the Parties expressly negate any such intention.
53. Governing Law. This Ground Lease and any amendments thereto shall be governed by the laws of the State of Idaho.

*(signature page follows on next page)*

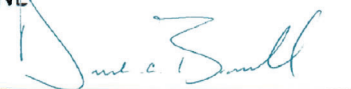
IN WITNESS WHEREOF, ISU and LESSEE hereto have executed this Ground Lease as of the Effective Date.

IDAHO STATE UNIVERSITY

BY:   
Arthur C. Vailas, President


DATE: 8/23/16

IDAHO COLLEGE OF OSTEOPATHIC  
MEDICINE

BY:   
Daniel C. Burrell, Manager

DATE: 9/15/16

Consent to Lease granted by:  
BOARD OF TRUSTEES AND STATE BOARD OF  
EDUCATION OF IDAHO STATE UNIVERSITY

BY:   
Emma Atchley, President

DATE: 9/14/16

DIVISION OF PUBLIC WORKS, DEPARTMENT OF ADMINISTRATION

BY:   
Linda Miller, Leasing Manager

DATE: 9/12/2016



**EXHIBIT A**

**ISU-Meridian Legal Description**

Lot 2 in Block 1 of Joint No. 2 Subdivision Phase 1, according to the official plat thereof, filed in Book 99 of Plats at Page(s) 12828, through 12830, records of Ada County, Idaho.



**EXHIBIT B**

Collaborative Affiliation Agreement

*(attached)*

**EXHIBIT C**

Master Declaration Agreement and Joint Operations and Maintenance Agreement

*(attached)*

EXHIBIT D  
Leased Premises





**EXHIBIT E**

**COMA Accreditation Standards and Procedures**

*(attached)*

**EXHIBIT F**

Site Development Plans

*(to be attached)*

EXHIBIT G

MEMORANDUM OF GROUND LEASE FOR RECORD

Idaho State University and \_\_\_\_\_ entered into a Ground Lease concerning a certain parcel of land as described in Exhibit A (Leased Premises), attached hereto and made a part hereof. The Ground Lease began on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, with an initial term of forty (40) years, with the option to renew for two additional terms of ten (10) years. The Ground Lease contains terms and conditions which affect the use and occupancy of the Leased Premises.

The sole purpose of this Memorandum of Ground Lease for Record is to provide public notice of the existence of this Ground Lease. The addresses for notice to the Parties are:

ISU: President Arthur C. Vailas  
Idaho State University  
921 So. 8<sup>th</sup> Ave, Stop 8310  
Pocatello, ID 83209

LESSEE: Daniel C. Burrell, Manager  
Idaho College of Medicine  
401 Paseo de Peralta  
Santa Fe, NM 87501

IDAHO STATE UNIVERSITY

IDAHO COLLEGE OF OSTEOPATHIC  
MEDICINE

BY: \_\_\_\_\_  
Arthur C. Vailas, President

BY: \_\_\_\_\_  
Daniel C. Burrell, Manager

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

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

AMENDMENT #1 TO GROUND LEASE

This AMENDMENT #1 TO GROUND LEASE (this "**Amendment**") is made as of the date of the last signature ("**Effective Date**"), by and among the Board of Trustees and State Board of Education of Idaho State University ("**SBOE**"), Idaho State University ("**ISU**"), a state institution of higher education governed by SBOE, and Idaho College of Osteopathic Medicine, LLC, an Idaho limited liability company ("**LESSEE**") (each a "**Party**" or together the "**Parties**"). The Parties specifically agree and acknowledge that approval of the Leasing Manager, Division of Public Works, Department of Administration, is a requirement to the effectiveness of this Amendment. Capitalized terms used but not otherwise defined herein shall have the respective meaning set for the in the Ground Lease (as herein defined) unless the context clearly requires otherwise.

WITNESSETH:

WHEREAS, SBOE owns that certain real property located at the ISU-Meridian Health Science Center, 1311 E. Central Drive, Meridian, ID 83642, and is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**ISU-Meridian**");

WHEREAS, SBOE has authorized and appointed ISU as SBOE's authorized agent to act as landlord under the terms and conditions of that certain Ground Lease by and between SBOE, ISU and LESSEE, as approved at SBOE's Board meeting of August 11, 2016 (the "**Ground Lease**");

WHEREAS, LESSEE is a private company created by its organizers for (i) the purpose of creating and operating a private accredited college of osteopathic medicine in the State of Idaho and/or (ii) other purposes as set forth in Section 5.a. of this Ground Lease;

WHEREAS, LESSEE and ISU have determined that LESSEE shall locate its college of osteopathic medicine on a parcel of land located at ISU-Meridian;

WHEREAS, the Public Finance Authority (the "**Authority**") has duly authorized the issuance of its Taxable Educational Facilities Revenue Bonds (Idaho College of Osteopathic Medicine Project) Series 2017A (the "**Series 2017A Bonds**"), and its Taxable Educational Facilities Revenue Bonds (Idaho College of Osteopathic Medicine Project) Series 2017B (the "**Series 2017B Bonds**") pursuant to an Indenture of Trust, dated as of December 1, 2017 (the "**Indenture**"), by and between the Authority and U.S. Bank National Association, as Trustee (the "**Trustee**"), and has loaned the proceeds thereof to the LESSEE pursuant to a Loan Agreement, dated as of December 1, 2017, (the "**Loan Agreement**") by and between the Authority and the LESSEE; and

WHEREAS, as provided in the Ground Lease, the LESSEE will acquire, construct, complete the Lessee Building and equipment (together, the "**Lessee Property**") at the Leased Premises.



WHEREAS, to secure its obligations under the Loan Agreement, the LESSEE has executed and delivered or shall execute and deliver a Leasehold Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the “**Deed of Trust**”), made by the LESSEE for the benefit of the Trustee, in substantially the form attached hereto as Exhibit B; and

WHEREAS, the LESSEE has requested the SBOE and ISU to execute a Subordination, Nondisturbance and Attornment Agreement, in substantially the form attached hereto as Exhibit C.

NOW, THEREFORE, SBOE, ISU and LESSEE do hereby agree as follows:

1. Amendment to Section 18. Section 18 of the Ground Lease is amended by the addition of a subsection “c” thereto as follows:

- c. To the extent any inconsistencies as to application of proceeds of insurance shall exist between this Section 18 and any mortgage permitted by the provisions hereof or any loan agreement or similar documents executed in connection therewith, the requirements of such mortgage or documents shall control.

2. Amendment to Section 19. Section 19 of the Ground Lease is amended as follows:

- a. All references to “Lessee Building” in Section 19 are hereby amended to read “Lessee Property,” as defined in this Amendment.
- b. Subsection (a) is hereby amended by the addition of the following sentence: “Notwithstanding the foregoing, the LESSEE shall not be entitled to terminate this Ground Lease without the consent of any mortgagee permitted under Section 20 hereof.”

3. Amendment to Section 30. Section 30 of the Ground Lease is amended and restated as follows:

30. Mortgage Financing.

- a. Leasehold Mortgages and Encumbrances; Leased Fixtures. LESSEE shall have the right, without the consent of ISU, to mortgage, collaterally assign or otherwise encumber any interest that LESSEE has in this Lease, the Building, all LESSEE’s equipment and other personal property located

within the Building or any other improvements on the Leased Premises, including, without limitation, its leasehold interest or any part thereof, as collateral security for financing, provided that (i) LESSEE shall remain liable for performance of all of its obligations under this Ground Lease, and (ii) any financing obtained by LESSEE for the Lessee Building and/or any other improvements may not, without the written consent of ISU, which consent shall not be unreasonably withheld, conditioned or delayed, exceed the value of the Lessee Building and other improvements at the time such financing is obtained, or the term of this Ground Lease. Notwithstanding the foregoing, any Mortgage shall only be upon LESSEE's leasehold estate hereunder and LESSEE's interest in this Ground Lease, the Building and any improvements and shall not encumber ISU's fee simple title to ISU-Meridian.

The term "**mortgage**", when used in this Section, shall include, without limitation, leasehold mortgages and deeds of trust; the term "**mortgagee**" shall include, without limitation, a mortgagee under a mortgage or the trustee or beneficiary of a deed of trust, but only those whose names and addresses have been furnished in writing to ISU; and the term "**foreclosure**" shall include, without limitation, judicial or non-judicial foreclosure, sale upon default under nonjudicial powers of sale, and conveyances or assignments in lieu of foreclosure. Provided that ISU shall have been furnished with a true and correct copy of the mortgage (and any and all amendments or modifications thereto) meeting the requirements of this Section 30(a), the name and address of the mortgagee, and the date of recording of the mortgage, until ISU receives notice that the mortgage has been satisfied or released, the following provisions shall apply.

- (i) Assumption. Upon and during the occurrence of any LESSEE default under any mortgage past the applicable notice and cure period, ISU may, in its sole discretion, within ninety (90) days of receipt of a notice of mortgage default from the mortgagee, take whatever action is necessary to cure the LESSEE's default, or undertake, in good faith, to cure the default if the default is not of a nature as can be cured within ninety (90) days, with like effect as if LESSEE had cured or undertaken cure of the default. LESSEE shall indemnify ISU for all actual, out-of-pocket costs and expenses incurred in curing the default.
- (ii) No Termination By Reason of Sale, Foreclosure or Surrender. No sale or transfer of the Leased Premises or ISU's interest in this Ground Lease, or any portion thereof, to the LESSEE and no

purchase or other acquisition of this Ground Lease, or any interest herein or in the Lessee Building and improvements, by ISU, shall terminate this Ground Lease by merger or otherwise and this Ground Lease shall continue in full force and effect notwithstanding any such transfers so long as any mortgage encumbers the LESSEE's leasehold interest. Except with respect to provisions of this Ground Lease not material to the security of any mortgagee, as determined by the mortgagee in its reasonable discretion, this Ground Lease may not be amended or any provision of this Ground Lease waived by ISU or the LESSEE without the prior written consent of each mortgagee and any such amendment or waiver made without the prior written consent of each mortgagee may be declared void and of no force or effect by the mortgagee. Consent to amendment or waiver may only be withheld by such mortgagee if such amendment or waiver could, as determined by the mortgagee, impair its security interest.

- (iii) No Voluntary Cancellation. So long as a mortgage is in effect, ISU shall not accept a surrender, cancellation or other voluntary termination of this Ground Lease by the LESSEE without the prior written consent of all mortgagees of record, unless upon such surrender or cancellation ISU expressly assumes the LESSEE's obligations under such mortgages.
- (iv) Right of Mortgagee on Default. In the event of any default under this Ground Lease by the Lessee which would give ISU the right, either immediately or after the lapse of a period of time, to terminate the Ground Lease, ISU will not exercise such right (i) until ISU has given written notice of such act, omission or default to the mortgagee by delivering notice of such act, omission or default, and (ii) until a period of not less than sixty days (60) for a monetary default and one hundred and twenty (120) days for a non-monetary default for remedying such act, omission or default shall have elapsed following the later of (a) giving of such notice for any default of the LESSEE's obligation or (b) expiration of the LESSEE's cure period, if any, under this Ground Lease. Notwithstanding the foregoing, in the case of any default of the LESSEE described in the preceding clause (ii) that cannot be cured within the applicable cure periods described in the prior sentence, if the mortgagee shall within such applicable period proceed promptly to cure the same (including such time as may be necessary to acquire possession of the Leased Premises if possession is necessary to effect such cure) and thereafter shall

prosecute the curing of such default with diligence, then the time within which such default may be cured by the mortgagee shall be extended for such period as may be necessary to complete the curing of the same with diligence; provided, however, that such extension shall not exceed an additional one hundred twenty (120) days (other than with respect to an event of default arising under Section 12(n) of the Ground Lease, which shall have no such limitation), and further provided that the mortgagee shall have no obligation to effect such cure.

- (v) Mortgagee Succeeds to LESSEE's Interest; Liability of Mortgagee Limited. Unless the mortgagee otherwise agrees in writing, the LESSEE shall remain solely liable to perform the LESSEE's obligations under the Ground Lease, both before and after the mortgagee's exercise of any right or remedy under this Agreement. If the mortgagee or any successor or assign acquiring the mortgagee's interest under the mortgage (a "Purchaser") becomes obligated to perform as the lessee under the Ground Lease, such person or entity will be released from those obligations when such person or entity assigns, sells or otherwise transfers its interest in the Leased Property pursuant to and in compliance with the Ground Lease
- (vi) Assignment And Assumption After Foreclosure. Without limitation of any of the provisions of the Ground Lease, in the event that the mortgagee or any Purchaser succeeds to the interest of the LESSEE or any successor to the LESSEE as a result of exercising any remedy available in connection with the Ground Lease under the mortgage (including, without limitation, acquisition by a deed in lieu of foreclosure) or executing and delivering an agreement in favor of ISU to lease the Leased Premises on substantially the same terms as the LESSEE following any rejection of the Ground Lease in any proceeding in respect of the LESSEE, as debtor, under the United States Bankruptcy Code, then the Ground Lease shall nevertheless continue in full force and effect and ISU shall and does hereby agree to recognize the mortgagee or such Purchaser as lessee under the Ground Lease for the then remaining balance of the term thereof; provided, however, that the mortgagee or such Purchaser shall have assumed in writing all obligations of the LESSEE under the Ground Lease, within one hundred twenty (120) days of succeeding to the interests of the LESSEE, and further provided that enforcement of any obligations of the mortgagee as successor shall be limited to the mortgagee's interest in property subject to the mortgage and to the Trust Estate (as defined in the Indenture) and

no claim shall be brought against the mortgagee personally in connection with such obligations. Until such successor is appointed and has so assumed all such obligations, ISU may appoint a temporary operator to maintain and shutdown or operate the Leased Facilities (in ISU's sole discretion), and the expenses thereof incurred by ISU or its temporary operator shall be reimbursed to ISU by such successor within ten (10) days after written request from ISU. No consent of or by ISU shall be required with respect to any transfer of the Leased Premises or the LESSEE Property except as provided in the Ground Lease.

- (vii) Attornment. Upon the foreclosure of the mortgage as provided therein, ISU does hereby agree to recognize the mortgagee or any Purchaser as the lessee under the Ground Lease, said recognition to be effective and self-operative without the execution of any further instruments upon the mortgagee's or such Purchaser's succeeding to the interest of the LESSEE under the Ground Lease other than agreeing in writing to assume the obligations of the LESSEE thereunder as set forth herein.
- (viii) Limitation on Liability. If the mortgagee or any Purchaser succeeds to the interest of the LESSEE or any successor to the LESSEE, neither the mortgagee nor any such Purchaser shall have any liability for any act or omission of any prior tenant under the Ground Lease which occurs prior to the date the mortgagee or such Purchaser succeeds to the rights of the LESSEE under the Ground Lease, unless such act or omission is continuing following the date the mortgagee or such Purchaser shall succeed to the interests of the LESSEE under the Ground Lease, but only for the time from the date the mortgagee or such Purchaser shall succeed to the interests of the LESSEE under the Ground Lease, nor any liability for claims, offsets or defenses which ISU or SBOE might have had against the LESSEE; provided that, such mortgagee or Purchaser assuming the obligations of the LESSEE shall be obligated to pay any unpaid Base Land Payment.
- (ix) Enforcement Rights. Any mortgagee shall be entitled to enforce the provisions of this Section 30(a) in its own name as a third-party beneficiary.
- (x) Notice by ISU. Any mortgagee shall be entitled to all of the rights and benefits of this Section including the right to receive any notices required to be given by ISU under this Section. ISU shall mail or deliver to such mortgagee a copy of any and all written

notices which ISU may from time to time give to or serve upon the LESSEE under and pursuant to the terms and provisions of this Ground Lease pertaining to a default by the LESSEE hereunder. All notices and copies of notices required to be served pursuant to this Section shall be delivered to the address of the mortgagee last supplied to ISU by such mortgagee.

(xi) Legal Proceedings. ISU shall give each mortgagee prompt notice of any legal proceedings between ISU and LESSEE involving obligations under this Ground Lease. Each mortgagee shall have the right to intervene in any such proceedings and be made a party to such proceedings, and ISU and LESSEE shall consent to such intervention. If any mortgagee shall not elect to intervene or become a party to any such proceedings, ISU shall give the mortgagee notice of, and a copy of, any award or decision made in any such proceedings, which shall be binding on all mortgagees not intervening after receipt of notice of proceedings.

(b) Cooperation for Mortgagee Protection. ISU and LESSEE shall cooperate in including in this Ground Lease by suitable amendment from time to time any provision which may reasonably be requested by the proposed leasehold mortgagee for the purpose of implementing the mortgagee protection provisions contained in this Ground Lease and allowing such mortgagee reasonable means to protect or preserve the lien of this leasehold mortgage on the occurrence of a default under the terms of this Ground Lease. ISU and LESSEE each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect the term or rent under this Ground Lease, subordinate ISU's fee interest to the ISU-Meridian to the mortgagee nor otherwise in any material respect adversely affect any rights of ISU under this Ground Lease.

4. Memorandum of Amendment #1 to Ground Lease. This Amendment shall not be recorded; however, it is mutually agreed that the Parties, upon request by any one Party, will execute a written Memorandum of Amendment #1 to Ground Lease, a form of which is attached hereto as Exhibit D, which shall be recorded in the official records of Ada County, Idaho.
5. Governing Law. This Amendment shall be governed and construed in accordance with the law of the State of Idaho without regard to its choice of law analysis.
6. Remaining Provisions. Except as provided in this Amendment, the remaining provisions of the

Ground Lease shall remain in full force and effect.

7. Captions. The article and section captions of this Amendment are for convenience only and do not constitute a part of this Amendment.
8. Further Actions. The Parties will execute and deliver to the other, from time to time at or after the execution hereof, for no additional consideration and at no additional cost to the requesting party, such further assignments, certificates, instruments, records, or other documents, assurances or things as may be reasonably necessary to give full effect to this Amendment and to allow each party fully to enjoy and exercise the rights accorded and acquired by it under this Amendment.
9. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original.
10. Severability. Any term or provision of this Amendment which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the party intended to be benefited by such provision or any other provisions of this Amendment.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, ISU and LESSEE hereto have executed this Amendment #1 to  
Ground Lease as of the Effective Date.

IDAHO STATE UNIVERSITY

IDAHO COLLEGE OF OSTEOPATHIC  
MEDICINE

BY:   
Arthur C. Vailas, President

BY: \_\_\_\_\_  
Daniel C. Burrell, Manager

DATE: 12-12-17

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

Consent to Amendment #1 to Ground Lease granted by:  
BOARD OF TRUSTEES AND STATE BOARD OF  
EDUCATION OF IDAHO STATE UNIVERSITY

BY:   
Linda Clark, President

DATE: 12/14/17

DIVISION OF PUBLIC WORKS, DEPARTMENT OF  
ADMINISTRATION

BY:  for LM  
Linda Miller, Leasing Manager

DATE: 12/14/17



IN WITNESS WHEREOF, ISU and LESSEE hereto have executed this Amendment to Ground Lease as of the Effective Date.

IDAHO STATE UNIVERSITY

BY: \_\_\_\_\_  
Arthur C. Vailas, President

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

IDAHO COLLEGE OF OSTEOPATHIC  
MEDICINE

BY:  \_\_\_\_\_  
Daniel C. Burrell, Authorized Representative

DATE: December 11, 2017

Consent to Amendment to Ground Lease granted by:  
BOARD OF TRUSTEES AND STATE BOARD OF  
EDUCATION OF IDAHO STATE UNIVERSITY

BY: \_\_\_\_\_  
Emma Atchley, President

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

The following describes a parcel of land being a portion of the most Easterly part of Lot 2 in Block 1 of Joint No. 2 Subdivision Phase 1 according to the official plat thereof as filed for record in Book 99 of Plats at Pages 12828 thru 12830, records of Ada County, Idaho and more particularly described as follows:

Beginning at the Southeast corner of Lot 2 in Block 1 of said Joint No. 2 Subdivision Phase 1, being marked by a found 5/8 inch iron pin with plastic cap "PLS 10729";

thence along the Easterly boundary line of said Lot 2 North 00°00'00" East, 442.71 feet to an angle point in the boundary of said Lot 2 which is being marked by a found 5/8 inch iron pin with plastic cap "PLS 10729";

thence leaving said Easterly boundary line, and continuing along the exterior boundary line of said Lot 2 North 90°00'00" West, 354.53 feet to an angle point in the boundary of said Lot 2 which is being marked by a found 5/8 inch iron pin with plastic cap "PLS 10729";

thence continuing along said exterior boundary line, and its prolongation being Westerly of and parallel with the Easterly boundary line of said Lot 2, and also being the Westerly boundary limits of this ALTA/ACSM Land Title Survey for the Idaho College of Osteopathic South 00°00'00" West, 439.95 feet to a point on the Southerly boundary line of said Joint No. 2 Subdivision Phase 1, and also being the Northerly right of way line of Interstate 84;

thence leaving said parallel line, and along the Southerly boundary line of said Joint No. 2 Subdivision Phase 1, and also being the Northerly right of way line of Interstate 84 South 88°33'08" East, 354.54 feet to the Point of Beginning.

EXHIBIT B

mortgage

*(attached)*

RECORDING REQUESTED BY )  
AND WHEN RECORDED, RETURN TO: )  
 )  
Kline Alvarado Veio, PC )  
1775 Sherman Street )  
Suite 1790 )  
Denver, CO 80203 )  
 )  
Attention: Jacqueline Morrison )  
 )  
 )

COUNTY OF ADA

**LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF  
LEASES AND RENTS AND FIXTURE FILING**

This **LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING** (this "Deed of Trust"), is made as of December 1, 2017, by Idaho College of Osteopathic Medicine, LLC, an Idaho limited liability company, ("Grantor"), to TitleOne Corporation, as trustee ("Trustee"), for the benefit of U.S. Bank National Association (the "Bond Trustee" and the "Beneficiary"), as Trustee under the Indenture of Trust, dated of even date herewith (the "Indenture"), between the Public Finance Authority (the "Authority") and the Bond Trustee. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

**GRANT IN TRUST**

Grantor hereby grants and assigns to Trustee, in trust, with power of sale and right of entry and possession, all of Grantor's present and future leasehold estate, right, title, interest in and to that certain real property located in the County of Ada, State of Idaho, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Site"), which leasehold estate and interest was created by that certain Ground Lease dated September 15, 2016, by and between Grantor, as lessee, and Idaho State University, a state institution of higher education governed by the Idaho State Board of Education, as lessor (together with any amendments and/or extensions thereof, the "Lease"), as described in the Memorandum of Ground Lease for Record, recorded December \_\_, 2017, as Instrument No. \_\_\_\_\_, official records of Ada County, Idaho including all rights, privileges, options, elections and other benefits of every name and nature provided under the Lease to be enjoyed or exercised by Grantor as tenant thereunder, together with all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in or to the property and rights listed in paragraphs (a) through (h) below (hereinafter collectively referred to as the "Property"):

(a) All buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located on the Site (hereinafter referred to as the "Improvements"); and to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement;

(b) All rights to the Common Area and under the Collaborative Affiliation Agreement ( as such terms are defined in the Ground Lease), and all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Site or the Improvements and the reversions, remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Site to the center line thereof and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Grantor of, in and to the Site and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(c) All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory and articles of personal property and accessions thereof and renewals, replacements thereof and substitutions therefor, and other tangible property of every kind and nature whatsoever owned by Grantor, or in which Grantor has or shall have an interest, now or hereafter located upon the Site or the Improvements, or appurtenances thereto, or used in connection with the present or future operation and occupancy of the Site or the Improvements;

(d) All awards of payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property to the extent actually received by Grantor, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer of the Property or part thereof made in lieu of or in anticipation of the exercise of said right), or for any other injury to or decrease in the value of the Property;

(e) All leases and other agreements affecting the use, enjoyment or occupancy of the Property now or hereafter entered into (the "Leases") and all oil and gas or other mineral royalties, bonuses and rents, revenues, security deposits, issues and profits from the Property, including all tuition, student fees or similar amounts (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the obligations secured by this Deed of Trust;

(f) All proceeds of and any unearned premiums on any insurance policies covering the Property including, without limitation, the right to receive and apply the proceeds of any insurance, judgments (including with respect to a casualty thereto or condemnation thereof), or settlements made in lieu thereof, for damage to the Property;

(g) The right, in the name and on behalf of Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Beneficiary in the Property;

(h) All right, title and interest of every nature of the Grantor in all receivables, receipts, operating revenues, gains and other accounts of Grantor relating to the Property and in all monies deposited or to be deposited in any funds or account maintained or deposited with Beneficiary, or its assigns, in connection herewith, if any; and

(i) All right, title and interest of every nature of the Grantor in (i) interest earnings on any funds or accounts held by the Beneficiary under the Indenture; (ii) any contribution, grant or gift made to the Grantor (unless restricted by the provider thereof to a use not consistent with obligations secured hereby); (iii) any income derived from the investment of any such contribution, grant or gift; and (iv) any moneys in that an escrow account (the "Escrow Account") as required by the American Osteopathic Association's Commission on Osteopathic College Accreditation ("COCA") and the Idaho State Board of Education (the "SBOE"), created pursuant to a Four-Party Account Agreement (the "Escrow Agreement"), by and between ICOM, COCA, the SBOE and Southwest Capital Bank (the "Depository") that, from time to time, become unnecessary to fulfill the COCA requirements for the Escrow Account pursuant to the terms thereof, including interest on such Escrow Account.

### **ASSIGNMENT OF RENTS**

Grantor absolutely and irrevocably assigns to Beneficiary the Rents of the Property upon the terms and conditions hereinafter set forth. The foregoing assignment shall not impose upon Beneficiary any duty to produce Rents from the Property, and said assignment shall not cause Beneficiary to be a "mortgagee in possession" for any purpose. This assignment of the Rents and profits of the Property is intended to be an absolute assignment from Grantor to Beneficiary and not merely the passing of a security interest. Beneficiary is hereby authorized to collect and receive the foregoing Rents, to give proper receipts and acquittances therefor and to apply the same to the payment of the obligations secured hereby. However, Beneficiary hereby grants Grantor a revocable license to collect and receive, and to use in accordance with the provisions of the Indenture, such Rents until after an Event of Default (as that term is defined herein in Paragraph B, Default Provisions) has occurred and while such Event of Default is continuing. Upon an Event of Default, the license shall be automatically revoked, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court appointed receiver, Beneficiary shall immediately be entitled to possession of all Rents of the Property as the same shall become due and payable, including, but not limited to, Rents then due and unpaid. All such Rents thereafter collected by Grantor shall be held by Grantor as trustee in a constructive trust for the benefit of Beneficiary only. Grantor agrees that commencing upon delivery of such written notice of revocation of license, each tenant of the Property shall make such Rents payable to and pay such Rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant, without any liability on the part of said tenant to inquire further as to the existence of a default or license by Grantor.

### **OBLIGATIONS SECURED**

Grantor makes the foregoing grant for the purpose of securing:

1. Payment to the Authority of all Loan Repayments and Additional Payments and other amounts to be paid by Grantor arising under the Loan Agreement, dated of even date herewith, between the Authority and the Grantor (the "Loan Agreement").

2. The observance and performance by Grantor of each covenant and obligation on the part of Grantor to be observed or performed pursuant to the Loan Agreement (hereinafter as amended, supplemented or otherwise modified from time to time referred to collectively with the Indenture, as the "Financing Documents");

3. The payment of all payments required with respect to Bonds issued or executed and delivered from time to time pursuant to the Indenture and the performance by Grantor of each covenant and obligation on part of Grantor to be observed or performed pursuant to the agreements and/or instruments pursuant to which such Bonds are issued. Executed, secured and delivered;

4. The observance and performance of each covenant and obligation of Grantor herein contained or incorporated herein by reference and payment of each fee, cost and expense by Grantor as herein set forth; and

5. Payment of such further sums and/or performance of such further obligations as the then record owner of the Property may undertake to pay and/or perform (whether as principal, surety or guarantor), for the benefit of Beneficiary, its successors or assigns, when said borrowing and/or obligation is evidenced by a writing or writings signed by such owner reciting that it or they are so secured.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, THE PARTIES AGREE AS FOLLOWS:

A. RIGHTS AND DUTIES OF THE PARTIES.

1. Title. Grantor warrants that it lawfully holds and possesses a leasehold interest in the real property as shown in Exhibit A, free and clear of all liens, encumbrances and other exceptions, other than the Permitted Liens, including encumbrances described in Exhibit B hereto, and without limitation on the right to encumber except as set forth in the Loan Agreement.

2. Taxes and Assessments. Grantor shall pay or cause to be paid prior to delinquency all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or may become a lien upon the Property, any part thereof or interest therein (unless contested in good faith by Grantor). Grantor shall also pay, after notice and prior to delinquency, all taxes, assessments, levies and charges imposed by any public authority upon Beneficiary by reason of its interest in the Property created hereby or by reason of any payment, or portion thereof, made to Beneficiary hereunder or pursuant to any obligation hereby secured; provided, however, that Grantor shall have no obligation to pay or discharge Beneficiary's business or franchise taxes, federal or state income taxes or other taxes and which are measured by and imposed upon Beneficiary's net or gross income or receipts.

3. Insurance. Grantor shall provide all insurance specified in the Financing Documents.

4. Liens and Encumbrances. Except as permitted by the Financing Documents, Grantor shall pay, when due at or prior to maturity or such other period as permitted in the Loan Agreement, all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber or appear to encumber the Property or any part thereof or interest therein, whether senior or subordinate hereto, including without limitation all claims for work or labor performed, or materials or supplies furnished, in connection with any work of demolition, alteration, improvement of or construction upon the Property. Grantor shall have the right to contest in good faith any such obligation or claim provided such contest shall be prosecuted diligently and in a manner not prejudicial to Beneficiary, and if a judgment adverse to Grantor is obtained, such judgment shall be fully paid or discharged within ten (10) days after the entry of such judgment unless such judgment is stayed. Upon demand by Beneficiary, Grantor shall defend, indemnify and hold Beneficiary harmless against any such obligation or claim, so contested by Grantor, and upon demand by Beneficiary, Grantor shall make suitable provision by payment to Beneficiary or by posting a bond or other security satisfactory to Beneficiary for the possibility that the contest will be unsuccessful, including, if Beneficiary requests, a one-and-one half times bond with respect to mechanics' or materialmen's liens, if available. Such provision shall be made within ten (10) days after demand therefor and, if made by payment of funds to Beneficiary, the amount so deposited shall be disbursed in accordance with the resolution of the contest either to Grantor or the adverse claimant. If Grantor fails to post a suitable bond or other acceptable security as provided, Beneficiary may remove or pay such lien or encumbrance at Grantor's expense.

5. Disposition of Insurance and Condemnation Proceeds. Grantor agrees to apply all insurance and condemnation proceeds in accordance with the terms and conditions of the Financing Documents.

6. Maintenance and Preservation of the Property. (a) Grantor covenants: (i) to maintain or cause to be maintained the Property in good condition and repair; (ii) to pay when due all claims for work performed and for materials furnished on or to the Property to the extent required by the Financing Documents and which are not otherwise being contested by the Grantor in good faith, and to pay within the periods permitted in the Financing Documents any and all liens or encumbrances arising out of or resulting from work performed or materials supplied on or to the Property to the extent required by the Financing Documents; (iii) to comply in all material respects with and not suffer material violations of, (a) any and all laws, ordinances and regulations ("Laws"), (b) any and all covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character ("Covenants"), and (c) all requirements of insurance companies ("Requirements"), which Laws, Covenants or Requirements affect the Property and pertain to acts committed or conditions existing thereon, including without limitation such work of alteration, improvement or demolition as such Laws, Covenants or Requirements mandate; (iv) not to commit or permit waste of the Property or any material part thereof; (v) to do all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value; (vi) to perform all material obligations required to be performed in leases, conditional sales contracts or like agreements affecting the Property or the operation, occupation or use thereof (and upon the occurrence and



continuance of an Event of Default all right, title and interest of Grantor under any such leases, conditional sales contracts or like agreements shall be automatically assigned to Beneficiary hereunder, together with any deposits made in connection therewith); (vii) not to create any deed of trust or encumbrance upon the Property other than Permitted Liens; (viii) to make no further assignment of Rents of the Property other than Permitted Liens; and (ix) to execute and, where appropriate, acknowledge and deliver such further instruments as Beneficiary or Trustee reasonably deems necessary or appropriate to preserve, continue, perfect and enjoy the security provided for herein, including without limitation assignments of Grantor's interest in leases of the Property.

(b) Without the prior written consent of Beneficiary, which consent will not be unreasonably withheld or delayed, Grantor will not apply for, directly or indirectly, any change in the zoning or permitted land uses of the Property, other than to permit the development of the Facilities as required by the Loan Agreement and Indenture, which change could reasonably be expected to materially and adversely affect the use or value of the Property.

7. Defense and Notice of Actions. Grantor shall, without liability, cost or expense to Beneficiary or Trustee, protect, preserve and defend (by counsel satisfactory to Beneficiary) title to the Property, the security hereof and the rights or powers of Beneficiary or Trustee hereunder. Said protection, preservation and defense shall include protection, preservation and defense against all adverse claimants to title or any possessory or non-possessory interest therein, whether or not such claimants or encumbrances assert title paramount to that of Grantor or claim their interest on the basis of events or conditions arising subsequent to the date hereof, other than Permitted Liens. Grantor shall give Beneficiary and Trustee prompt notice in writing of the filing of any such action or proceeding.

8. Books and Records. (a) Grantor will keep adequate books and records of account of the Property and its own financial affairs sufficient to permit the preparation of financial statements therefrom in accordance with generally accepted accounting principles. Upon the occurrence and continuance of an Event of Default (as such term is defined in Paragraph B, Default Provisions), Beneficiary will have the right to examine, copy and audit Grantor's records and books of account at all reasonable times during normal business hours upon not less than five (5) Business Days' prior written notice to Grantor. Grantor shall deliver to Beneficiary such records, statements and notices as may be required from time to time pursuant to the terms of the Loan Agreement.

(b) Grantor will promptly furnish, within fifteen (15) days after Beneficiary's written request, a duly acknowledged written statement setting forth all amounts due on the indebtedness secured by this Deed of Trust and stating whether, to the best of Grantor's knowledge, any offsets or defenses exist, and containing such other matters as Beneficiary may reasonably require.

9. Collection of Rents. Subject to the provisions of the Financing Documents, Beneficiary confers upon Grantor the authority to collect and retain Rents of the Property as they become due and payable; provided, however, that Beneficiary may revoke said authority and collect and retain the Rents of the Property assigned herein to Beneficiary upon the occurrence and continuance of an Event of Default (as that term is defined herein in Paragraph B, Default

Provisions) by Grantor upon giving written notice to Grantor, and without regard to the adequacy of any security for the indebtedness hereby secured, and without taking possession of all or any part of the Property or becoming a "mortgagee in possession." The right to collect Rents as herein provided shall not grant to Beneficiary or Trustee the right to possession, except as expressly herein provided; nor shall said right impose upon Beneficiary or Trustee the duty to produce Rents or profits or maintain the Property in whole or in part. Grantor hereby agrees that it will do nothing to impair Beneficiary's ability to collect and retain the Rents and interests herein assigned on the terms hereof and that any tenant or subtenant occupying the Property or any part thereof may pay any and all Rents or other charges directly to Beneficiary upon notice from Beneficiary without the necessity of any notice from Grantor. Beneficiary may apply, in its sole discretion, any Rents, so collected by Beneficiary against any indebtedness secured hereby or any obligations of Grantor arising hereunder or any other obligations of Grantor to Beneficiary, whether existing on the date hereof or hereafter arising. Collection of any Rents by Beneficiary shall not cure or waive any default or notice of default hereunder or invalidate any acts done pursuant to such notice.

10. Right of Inspection. Prior to an Event of Default (as such term is defined in Paragraph B, Default Provisions), Beneficiary, its agents, contractors and employees, may enter the Property at any reasonable time during normal business hours upon not less than five (5) Business Days' prior written notice to Grantor for the purpose of inspecting the Property and ascertaining Grantor's compliance with the terms hereof.

11. Acceptance of Trust; Notice of Indemnification. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, becomes a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless Trustee brings such action. Trustee shall not be obligated to perform any act required of it hereunder unless the performance of such act is requested in writing and Trustee is reasonably indemnified against loss, cost, liability and expense.

12. Powers of Trustee. From time to time upon the written request of Beneficiary and presentation of this Deed of Trust for endorsement, and without affecting the personal liability of any person for payment of any indebtedness or performance of the obligation secured hereby, Trustee may, without liability therefor and without notice, (i) reconvey all or any part of the Property, (ii) consent to the making of any map or plat thereof, (iii) join in granting any easement thereon, (iv) join in any declaration of covenants and restrictions, or (v) join in any extension agreement or any agreement subordinating the lien or charge hereof. Trustee shall, upon request by Grantor, and at no expense to Trustee or Beneficiary, consent to utility easements, subdivision maps and similar rights in the Property granted or applied for by Grantor, provided that rights granted or applied for (a) are customary in connection with the development of real property, (b) are reasonable in form and content, and (c) do not materially and adversely diminish the value of the Property. Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trusts hereunder and the enforcement of the rights and remedies available hereunder, and Trustee or Beneficiary may obtain orders or decrees directing or confirming or approving acts in the execution of said trusts and the enforcement of said remedies. Trustee has no obligation to notify any party of any pending sale or any action or proceeding unless held or commenced and maintained by Trustee

under this Deed of Trust. Grantor shall pay to Trustee reasonable compensation and rents for services and expenses in the administration of the trusts created hereunder upon the occurrence of an Event of Default, including reasonable attorneys' fees. Grantor indemnifies Trustee and Beneficiary against all losses, claims, demands and liabilities (except losses, claims, demands or liabilities arising from the negligence or willful misconduct of the indemnified party) which may be incurred, suffered or sustained in the execution of the trusts created hereunder or in the performance of any act required or permitted hereunder or by law.

13. Substitution of Trustees. From time to time, by a writing signed and acknowledged by Beneficiary and recorded in the Office of the Recorder of the County in which the Property is located, a copy of which shall be delivered to Grantor, Beneficiary may appoint another trustee to act in the place and stead of Trustee or any successor. Such writing shall refer to this Deed of Trust and set forth the date, book and page of its recordation. The recordation of such instrument of substitution shall discharge Trustee herein named and shall appoint the new trustee as the trustee hereunder with the same effect as if originally named Trustee herein. A writing recorded pursuant to the provisions of this paragraph shall be conclusive proof of the proper substitution of such new trustee.

14. Reconveyance. Upon Beneficiary's written request, and upon surrender to Trustee for cancellation of this Deed of Trust and a copy of the instrument or instruments setting forth all obligations secured hereby, Trustee shall reconvey, without warranty, the Property or that portion thereof then held hereunder. The recitals of any matters or facts in any reconveyance executed hereunder shall be conclusive proof of the truthfulness thereof. To the extent permitted by law, the reconveyance may describe the grantee as "the person or persons legally entitled thereto." Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. When the Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all future Rents of the Property to the person or persons legally entitled thereto, unless such reconveyance expressly provides to the contrary.

15. Certain Taxes. In the event of the passage, after the date of this Deed of Trust, of any law deducting from the value of the Property for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of deeds of trust or debts secured by deeds of trust or similar instruments, or the manner of the collection of any such taxes, so as to affect this Deed of Trust, or imposing payment of the whole or any portion of any taxes, assessments or other similar charges against the Property upon Beneficiary, Grantor shall pay such tax or increased portion and shall agree with Beneficiary in writing to pay, or reimburse Beneficiary for the payment of, any such tax or increased portion thereof when thereafter levied or assessed against the Property or any portion thereof. The obligations of Grantor under such agreement shall be secured by this Deed of Trust.

16. Environmental Matters.

(a) Definitions. The following definitions apply to the provisions of this Paragraph 16:

(1) The terms "Responsible Person" shall mean Grantor, and any other person who owns or acquires any interest in any part of the Property so long as Grantor continues to own the Property, including but not limited to any tenants, easement holders, licensees and other persons using or occupying the Property or any portion thereof and all persons in transit across any part of the Property.

(2) The term "Applicable Law" shall include, but shall not be limited to, each statute named or referred to in (3) below, and all rules and regulations thereunder, and any other local, state and/or federal laws, rules, regulations and ordinances, whether currently in existence or hereafter enacted, which govern, to the extent applicable to the Property,

(i) the existence, cleanup and/or remedy of contamination on property;

(ii) the protection of the environment from soil, air or water pollution, or from spilled, deposited or otherwise emplaced contamination;

(iii) the emission or discharge of hazardous substances into the environment;

(iv) the control of hazardous wastes; or

(v) the use, generation, transport, treatment, removal or recovery of hazardous substances.

(3) The term "Hazardous Substance" shall have the meaning provided in the Indenture.

(b) Covenants and Representations.

(1) Grantor represents and warrants that there have not been during the period of Grantor's ownership and, to the best of Grantor's knowledge, information and belief, there have not been at any other times, any activities on the Property involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Substances in material violation of Applicable Law (a) under, on or in the land included in the Property, whether contained in soil, tanks, sumps, ponds, lagoons, barrels, cans or other containments, structures or equipment, (b) incorporated in the buildings, structures or improvements included in the Property, including any building material containing asbestos, or (c) used in connection with any operations on or in the Property, in each case that would have a material adverse effect on the Grantor's operations, taken as a whole.

(2) Grantor shall not allow, nor shall it permit any other Responsible Person to allow, any Hazardous Substances to be brought onto, installed, used, stored, treated or disposed or transported over the Property in material violation of Applicable Law. Without limiting the generality of the foregoing, Grantor shall not, nor shall it permit any Responsible Person to, install, use or permit to be installed or used any product or

substance containing asbestos, urea formaldehyde foam insulation or polychlorobiphenyls (pcb's) on the Property in violation of Applicable Law.

(3) Grantor represents that all activities and conditions on the Property are currently in compliance with Applicable Law, except to the extent that non-compliance could not reasonably be expected to materially impair the use of the Property or materially and adversely affect the value thereof. So long as Grantor shall own the Property, Grantor covenants and agrees that all activities on the Property, whether conducted by any Responsible Person or by any other person under the Grantor's license or control, shall at all times comply with Applicable Law except to the extent that non-compliance could not reasonably be expected to materially impair the use of the Property or materially and adversely affect the value thereof.

(4) Within five (5) days after receipt or completion of any material report, citation, order, manifest or other written or oral communication from any local, state or federal agency or authority empowered to enforce, investigate or oversee compliance with Applicable Law, concerning the Property, any condition thereon, or the activities of any person on or near the Property, Grantor shall notify Beneficiary in writing of the contents of such communication, and shall provide Beneficiary with a copy of all relevant documents.

(5) Notwithstanding any other provision of this Deed of Trust, upon discovery of any Hazardous Substance on or in the Property in material violation of Applicable Law, including, without limitation, substances that have leached onto the Property from neighboring property, substances that were deposited prior to Grantor's ownership of the Property and all substances spilled, discharged or otherwise emitted or deposited on the Property during Grantor's ownership, Grantor shall immediately notify Beneficiary thereof. Grantor shall immediately take all actions necessary to comply with laws requiring notification of government agencies concerning such Hazardous Substance and to the extent required by law to remedy or correct the violation. Grantor shall handle and dispose of such substances in accordance with Applicable Law. Grantor shall take any and all actions, including institution of legal action against third parties, which in Grantor's reasonable business judgment are appropriate to obtain reimbursement or compensation from such persons as were responsible for the presence of any Hazardous Substance on the Property or otherwise obligated by law to bear the cost of such remedy. Beneficiary shall be subrogated to Grantor's rights in all such claims.

(6) Grantor shall be solely responsible for and agrees to indemnify Beneficiary, the Authority and the Bond Trustee, protect and defend with counsel acceptable to Beneficiary, the Authority and the Bond Trustee, and hold Beneficiary, the Authority and the Bond Trustee harmless from and against any claims (including without limitation third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims), interest or losses, reasonable attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), reasonable consultant fees, and expert fees that arise directly or indirectly from or in connection with the presence,

suspected presence, release or suspected release of any Hazardous Substance in, or from the Property, whether into the air, soil, surface water or groundwater at the Property, or any other violation of Applicable Law, or any breach of the foregoing representations and covenants. The provisions of this subparagraph 16(b)(6) shall survive the termination and reconveyance of this Deed of Trust.

(c) Right of Entry. In addition to all rights of entry contained in this Deed of Trust, Beneficiary shall have the right during normal business hours, upon not less than five (5) Business Days' prior written notice to Grantor, to enter and inspect the condition of the Property at any time and to conduct, or to designate a representative to conduct such inspection, testing, environmental audit or other procedures that Beneficiary reasonably believes are necessary or desirable to determine current compliance with the covenants and representations contained herein, provided that such inspection, testing, environmental audit or other procedures do not disrupt or negatively impact Grantor's ordinary business operations on the property.

(d) Beneficiary's Obligations. Nothing contained in this Paragraph 16 shall obligate Beneficiary to take any action with respect to the Property, any Hazardous Substances thereon, or any condition or activity that is in violation of Applicable Law, or to take any action against any person with respect to such substances, condition or activity.

17. Wetlands. Grantor represents and warrants that, to the best of its knowledge, no part of the Property consists of or is classified as wetlands, tidelands or swamp and overflow lands. Grantor shall be solely responsible for and agrees to indemnify Beneficiary, protect and defend with counsel acceptable to Beneficiary, and hold Beneficiary harmless from and against any claims (including without limitation third party claims for personal injury or real or personal property damage), actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims), interest or losses, reasonable attorneys' fees (including any fees and expenses incurred in enforcing this indemnity), reasonable consultant fees, and expert fees that arise directly or indirectly from or in connection with the presence on the Property of wetlands, tidelands or swamp and overflow lands, or any breach of the foregoing representation and warranty. The provisions of this Paragraph 17 shall survive the termination and reconveyance of this Deed of Trust.

#### B. DEFAULT PROVISIONS.

1. Definitions. As used in this Deed of Trust, the term "Event of Default" means each of the following:

(a) Grantor fails to perform or observe any term or condition of this Deed of Trust applicable to Grantor or to the Property, and such event or circumstance, if capable of being cured, is not cured within 60 days after written notice thereof is given by Trustee or Beneficiary to Grantor;

(b) The holder of any junior, subordinated or senior mortgage, deed of trust or other lien on the Property, or any part thereof (without hereby implying Beneficiary's consent to any junior, subordinated or senior mortgage, deed of trust or other lien) is granted relief in any

foreclosure or similar proceeding for the enforcement of its remedies thereunder, which relief (i) negatively affects Beneficiary's rights hereunder and (ii) is not stayed; or

(c) If any Event of Default under the Indenture or under the Loan Agreement shall occur,

2. Rights and Remedies. At any time after the occurrence and during the continuance of an Event of Default, Beneficiary and Trustee shall each have the following rights and remedies:

(a) To declare all obligations secured hereby immediately due and payable;

(b) With or without notice, and without releasing Grantor from any obligation hereunder, to cure any default of Grantor and, in connection therewith, to enter upon the Property and to perform such acts and things as Beneficiary or Trustee deem necessary or desirable to inspect, investigate, assess and protect the security hereof, including without limitation of any of its other rights: to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee hereunder; to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of either Beneficiary or Trustee, is prior or superior hereto, the judgment of Beneficiary or Trustee being conclusive as between the parties hereto; to pay any premiums or charges with respect to insurance required to be carried hereunder; and to employ counsel, accountants, contractors and other appropriate persons to assist them;

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Grantor hereunder, and Grantor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Grantor waives the defense of laches and any applicable statute of limitations;

(d) Beneficiary or its employees, acting by themselves or through a court-appointed receiver may enter upon, possess, manage, operate, dispose of and contract to dispose of the Property or any part thereof; negotiate with governmental authorities with respect to the Property's environmental compliance and remedial measures; make, terminate, enforce or modify leases of the Property upon such terms and conditions as Beneficiary deems proper; contract for goods and services, hire agents, employees and counsel, make repairs, alterations and improvements to the Property necessary, in Trustee's or Beneficiary's judgment, to protect the security hereof; incur the risks and obligations ordinarily incurred by owners of property (without any personal obligation on the part of the receiver); and/or take any and all other actions which may be reasonably necessary or desirable to comply with Grantor's obligations hereunder and under the Financing Documents. All sums realized by Beneficiary under this subparagraph, less all costs and expenses incurred by it under this subparagraph, including reasonable attorneys' fees, and less such sums as Beneficiary reasonably deems appropriate as a reserve to meet future expenses under this subparagraph, shall be applied on any indebtedness secured hereby in such order as Beneficiary shall determine. Neither application of said sums to said indebtedness nor any other action taken by Beneficiary under this subparagraph shall cure or

waive any Event of Default, or notice of default hereunder or nullify the effect of any such notice of default. Beneficiary or Trustee, or any employee or agent of Beneficiary or Trustee, or a receiver appointed by a court, may take any action or proceeding hereunder without regard to (i) the adequacy of the security for the indebtedness secured hereunder, (ii) the existence of a declaration that the indebtedness secured hereby has been declared immediately due and payable, or (iii) the filing of a notice of default except as otherwise provided in Section B.1 above; and

(e) To execute a written notice of such Event of Default, and of its election to cause the Property to be sold to satisfy the obligations secured hereby, Trustee shall give and record such notice of default and notice of sale as the law then requires as a condition precedent to a Trustee's sale. When the minimum period of time required by law after such notice has elapsed, Trustee, without notice to or demand upon Grantor except as otherwise required by law, shall sell the Property at the time and place of sale fixed by it in the notice of sale and in such order as it or Beneficiary may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale (the obligations hereby secured being the equivalent of cash for purposes of said sale). If the Property consists of several lots, parcels, or items of property, Beneficiary may: (i) designate the order in which such lots, parcels, or items shall be offered for sale or sold, or (ii) elect to sell such lots, parcels or items through a single sale, through two or more successive sales, or in any other manner Beneficiary deems in its best interest. Grantor shall have no right to direct the order in which the Property is sold. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at such time fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale a deed conveying the Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustee, Grantor or Beneficiary, may purchase at such sale.

In connection with any sale or sales hereunder, Beneficiary may elect to treat any of the Property which consists of a right in action or which is property that can be severed from the real property covered hereby or any improvements thereon without causing structural damage thereto as if the same were personal property or a fixture, as the case may be, and dispose of the same in accordance with applicable law, separate and apart from the sale of real property. Any sale of any personal property or fixtures hereunder shall be conducted in any manner permitted by the Idaho Uniform Commercial Code.

After deducting all reasonable costs, fees and expenses of Trustee and of this trust, including all costs of evidence of title and reasonable attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums so expended under the terms hereof not then repaid, the payment of all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto;

(f) To resort to and realize upon the security hereunder and any other security now or hereafter held by Beneficiary in such order and manner as Trustee and Beneficiary or either of them may, in their sole discretion, determine; and resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both;



(g) To seek a judgment that Grantor has breached its covenants, representations and/or warranties with respect to the environmental matters set forth above in Section A.16, by commencing and maintaining an action or actions in any court of competent jurisdiction for breach of contract pursuant, whether commenced prior to foreclosure of the Property or after foreclosure of the Property, and to seek the recovery of any and all costs, damages, expenses, fees, penalties, fines, judgments, indemnification payments to third parties, and other reasonable out-of-pocket costs or expenses actually incurred by Beneficiary (collectively, the "Environmental Costs") incurred or advanced by Beneficiary relating to the cleanup, remediation or other response action required by Applicable Law or to which Beneficiary reasonably believes necessary to protect the Property, it being conclusively presumed between Beneficiary and Grantor that all such Environmental Costs incurred or advanced by Beneficiary relating to the cleanup, remediation or other response action of or to the Property were made by Beneficiary in good faith. All Environmental Costs incurred by Beneficiary pursuant to this subparagraph (including without limitation court costs, reasonable consultants' fees and reasonable attorneys' fees, whether incurred in litigation or not and whether before or after judgment) shall bear interest at the Default Rate (as hereinafter defined) from the date of expenditure until said sums have been paid. Beneficiary shall be entitled to bid, at the sale of the Property held pursuant to subparagraph (e) above, the amount of said costs, expenses and interest in addition to the amount of the other obligations hereby secured as a credit bid, the equivalent of cash. Grantor acknowledges and agrees that notwithstanding any term or provision contained herein, the Environmental Costs shall be exceptions to any non-recourse or exculpatory provision and Grantor shall be fully and personally liable for the Environmental Costs hereunder and such liability shall not be limited to the original principal amount of the obligations secured by this Deed of Trust and Grantor's obligations shall survive the foreclosure, deed in lieu of foreclosure, release, reconveyance or any other transfer of the Property or this Deed of Trust. For the purposes of any action brought under this subparagraph, Grantor hereby waives the defense of laches and any applicable statute of limitations; and

(h) To waive its lien against the Property or any portion thereof, whether fixtures or personal property, to the extent such property is found to be environmentally impaired in accordance with Applicable Law and to exercise any and all rights and remedies of an unsecured creditor against Grantor and all of Grantor's assets and property for the recovery of any deficiency and Environmental Costs. As between Beneficiary and Grantor, Grantor shall have the burden of proving that Grantor or any related party (or any affiliate or agent of Grantor or any related party) was not in any way negligent in permitting the release or threatened release of the Hazardous Substance. Grantor acknowledges and agrees that notwithstanding any term or provision contained herein, to the extent permitted by law, all judgments and awards entered against Grantor shall be exceptions to any non-recourse or exculpatory provision and Grantor shall be fully and personally liable for all judgments and awards entered against Grantor hereunder and such liability shall not be limited to the original principal amount of the obligations secured by this Deed of Trust and Grantor's obligations shall survive the foreclosure, deed in lieu of foreclosure, release, reconveyance or any other transfer of the Property or this Deed of Trust. For the purposes of any action brought under this subparagraph, Grantor hereby waives the defense of laches and any applicable statute of limitations.

3. Payment of Costs, Expenses and Attorneys' Fees. All reasonable costs and expenses incurred by Trustee and Beneficiary pursuant to subparagraphs (a) through (h)

inclusive of Paragraph B.2 (including without limitation court costs, reasonable consultants' fees and reasonable attorneys' fees, whether incurred in litigation or not and whether before or after judgment) not paid within thirty (30) days of demand therefor shall bear interest at a rate equal to the lesser of eighteen percent per annum (18%) or the highest legally permitted rate (the "Default Rate"), from the date of demand until said sums have been paid. Beneficiary shall be entitled to bid, at the sale of the Property held pursuant to subparagraph (e) above, the amount of said costs, expenses and interest in addition to the amount of the other obligations hereby secured as a credit bid, the equivalent of cash.

4. Remedies Cumulative. All rights and remedies of Beneficiary and Trustee hereunder are cumulative and in addition to all rights and remedies provided by law.

5. Releases, Extensions, Modifications and Additional Security. Without affecting the liability of any person for payment of any indebtedness secured hereby, or the lien or priority of this Deed of Trust upon the Property, Beneficiary may, from time to time, with or without notice, do one or more of the following as otherwise permitted under the Financing Documents: release any person's liability for the payment of any indebtedness secured hereby, make any agreement or take any action extending the maturity or otherwise altering the terms or increasing the amount of any indebtedness secured hereby, and accept additional security or release all or a portion of the Property and/or other security held to secure the indebtedness secured hereby.

6. Marshalling. Grantor hereby waives any right to require that any security given hereunder or under any other agreement securing the obligations secured hereby be marshalled and further waives any right otherwise available in respect to marshalling of assets which secure any obligation secured or imposed hereby or to require Beneficiary to pursue its remedies against any such assets.

#### C. SECURITY AGREEMENT AND FIXTURE FILING.

1. Grant of Security Interest. As additional security for the obligations secured by this Deed of Trust, Grantor hereby grants to Beneficiary a security interest in and to the following items (collectively, the "Collateral"). Grantor is sometimes referred to herein as "Debtor" and Beneficiary is sometimes referred to herein as "Secured Party".

(a) All goods, fixtures and other equipment of every kind in which Debtor now or at any time hereafter owns or acquires any interest in connection with the Property, including, without limitation, all tools, equipment, appliances, heating, ventilating and air conditioning systems, plumbing, mechanical and electrical systems, elevators, lighting, alarm systems, fire control systems, carpets and carpeting, furnishings, furniture, trailers, mobile homes, service equipment, building or maintenance equipment, and all additions and accessions thereto, whether located at the Property, Debtor's places of business or elsewhere;

(b) All inventory and tangible assets used or consumed in connection with the Property in which Debtor now or at any time hereafter owns or acquires any interest, and all products thereof, whether in the possession of Debtor, warehousemen, bailees or any other person and to the extent now or hereafter located at the Property;

(c) All goods and property covered by any warehouse receipts, bills of lading and other documents evidencing any goods or other tangible personal property of any kind in which Debtor now or at any time hereafter has any interest in connection with the Property or Collateral;

(d) All goods and other tangible personal property of every kind, character or nature in which Debtor now has or at any time hereafter shall have any interest, located on or used in the operation, use, maintenance, development or construction of or otherwise in connection with the Property or Collateral, including, without limitation, any equipment, inventory and other goods and assets which are now or hereafter acquired with loan proceeds or acquired pursuant to or in connection with any lease or other contract pertaining to any use of the Property;

(e) All general intangibles, accounts, agreements, contracts, documents and leases of any kind or nature in which Debtor now or at any time hereafter has an interest related to the Property or the use, operation or maintenance of the Property or any part thereof, and all amendments, supplements, substitutions and renewals thereof, including without limitation all contract rights of Debtor in leases, warranties, letters of credit, construction contracts, permits, licenses, approvals, governmental authorizations, consulting contracts, bonds, plans and specifications, architectural and engineering drawings, fire insurance policies and other insurance policies, condemnation awards and settlements, copyrights, trademarks, trade names, goodwill, and accounts receivable;

(f) All profits, payments or proceeds of and from any and all agreements for the sale, lease, transfer or conveyance of all or any portion of the Property, subject to the rights of Debtor to collect and retain the same so long as no Event of Default shall have occurred and is continuing; and

(g) Any and all products, accessions, additions, substitutions, replacements or proceeds of or to any of the Collateral which may now or hereafter exist, and any and all rent or income derived from any or all of the Collateral, subject to the rights of Debtor to collect and retain the same so long as no Event of Default shall have occurred and is continuing.

2. Remedies. Upon an Event of Default, Beneficiary is and shall be entitled to all the rights, powers and remedies granted a secured party under the Idaho Uniform Commercial Code and other applicable law, including, but not limited to, the right to take possession of all such Collateral. Beneficiary or its representatives may enter upon the Property (without Beneficiary being deemed to be taking possession of the Property or being deemed a mortgagee-in-possession) at any time to inspect, repair, assemble, have appraised or to remove the Collateral and may advertise and conduct public auctions and private sales thereon. Beneficiary may require Grantor to assemble the Collateral and make it available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to both parties. In addition to the expenses of retaking, holding, preparing for sale, selling and otherwise exercising its remedies hereunder, Beneficiary shall be entitled to recover reasonable attorneys' fees and legal expenses before applying the balance of the proceeds from the sale or other disposition of the Collateral towards satisfaction of the obligations secured hereby. Grantor shall remain liable for any deficiency remaining after such sale or other disposition.

With respect to fixtures, Beneficiary or Trustee may elect to treat same as either real property or personal property and proceed to exercise such rights and remedies applicable to the categorization so chosen. Beneficiary may proceed against the items of real property and any items of Collateral separately or together in any order whatsoever, without in any way affecting or waiving Beneficiary's rights and remedies under the Idaho Uniform Commercial Code or its rights and remedies provided under this Deed of Trust.

3. Fixture Filing. Grantor agrees that this Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder where the Property is located with respect to any and all fixtures included within the term "Property" as used herein and with respect to any goods and other personal property that may now be or hereafter become fixtures. The names and mailing addresses of the debtor (Grantor) and the secured party (Beneficiary) are set forth below in Section D.12 of this Deed of Trust. Grantor is, or is one of, the record owners of the Property. The personal property described above is the Collateral covered by this financing statement. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Grantor agrees to execute and deliver to Beneficiary, upon Beneficiary's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to such Collateral. Grantor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require.

4. Limitations. Except as otherwise clearly and expressly provided in this Deed of Trust: (i) Beneficiary has not consented to any other security interest of any other person in any Collateral and has not disclaimed any interest in any Collateral; and (ii) Beneficiary has not agreed or consented to the removal of any Collateral from the Property, and any such consent by Grantor shall not be binding on Beneficiary.

5. Removal. Notwithstanding any other provision of this Deed of Trust or any other agreement or contract between Grantor and Beneficiary to the contrary, Grantor shall not, without the prior written consent of Beneficiary, remove or permit the removal of any fixture from the Property with a replacement cost in excess of Twenty Thousand Dollars (\$20,000) for any one item or One Hundred Thousand Dollars (\$100,000) in the aggregate of all such fixtures removed from the date of such completion until the date this Deed of Trust is reconveyed, except for fixtures removed and replaced in the ordinary course of business, or as otherwise specifically permitted pursuant to the Loan Agreement. Beneficiary further reserves the right to prohibit the removal of any such fixture by any person with the legal right to remove any fixture from the Property unless and until such person makes arrangements with (and satisfactory to) Beneficiary for the payment to Beneficiary of all costs of repairing any physical injury to the Property which may be caused by the removal of that fixture.

#### D. MISCELLANEOUS PROVISIONS.

1. Non-Waiver. By accepting payment of any sum secured hereby after its due date or late performance of any obligation secured hereby, Beneficiary shall not waive its right

against any person obligated directly or indirectly hereunder or on any obligation hereby secured, either to require prompt payment or performance when due of all other sums and obligations so secured or to declare default for failure to make such prompt payment or performance. No exercise of any right or remedy by Beneficiary or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law.

2. Further Assurances. Grantor shall, upon demand by Beneficiary or Trustee, execute, acknowledge (if appropriate) and deliver any and all documents and instruments and do or cause to be done all further acts reasonably necessary or appropriate to effectuate the provisions hereof.

3. Statements of Condition. From time to time as required by law, Beneficiary shall furnish to Grantor such statement as may be required concerning the condition of the obligations secured hereby. Upon demand by Beneficiary, Grantor covenants and agrees to pay Beneficiary's reasonable costs incurred in furnishing such statement, but not in excess of the maximum amount allowed by law.

4. Usury Savings Clause. Nothing contained herein or in the Financing Documents shall be deemed to require the payment of interest or other charges by Grantor in excess of the amounts that may be lawfully charged to the Grantor pursuant to the Financing Documents or under the applicable usury laws. In the event Beneficiary shall collect monies which are deemed to constitute interest which would increase the effective interest rate to a rate in excess of that permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of the legal rate shall, upon such determination, at the option of Beneficiary, be returned to Grantor or credited against the principal balance of any obligation secured hereby then outstanding.

5. Attorneys' Fees. In the event legal action, suit or any proceeding is commenced between Grantor and Trustee or Beneficiary regarding their respective rights and obligations under this Deed of Trust or any of the other Financing Documents, the prevailing party shall be entitled to recover, in addition to damages or other relief, costs and expenses, attorneys' fees and court costs. As used herein the term "prevailing party" shall mean the party which obtains the principal relief it has sought, whether by compromise settlement or judgment. If the party which shall have commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

6. Waiver of Personal Liability. No officer, agent, director or employee of the Grantor shall be individually or personally liable for payment of any principal (or Redemption Price) and interest on the Bonds or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of the Deed of Trust; but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law or specifically provided by this Deed of Trust.

7. Grantor and Beneficiary Defined. The term "Grantor" herein includes both the original Grantor and any subsequent owner or owners of any of the Property, and the term

“Beneficiary” includes the original Beneficiary and also any subsequent duly appointed beneficiary, and each of their successors.

8. No Joint Venture. The relationship of Grantor and Beneficiary under this Deed of Trust and the Loan Agreement is, and shall at all times remain, solely that of Grantor and lender; and Beneficiary neither undertakes nor assumes any responsibility or duty to Grantor or to any third party with respect to the Property. Notwithstanding any other provisions of this Deed of Trust and the Financing Documents: (a) Beneficiary and Authority are not, and shall not be construed as, a partner, joint venturer, alter-ego, manager, controlling person or other business associate or participant of any kind of Grantor and Beneficiary and Authority do not intend to ever assume such status; (b) the activities of Beneficiary and Authority in connection with this Deed of Trust and the Financing Documents shall not be “outside the scope of the activities of a lender of money” within the meaning of Idaho Civil Code Section 3434, as amended or recodified from time to time, and Beneficiary and Authority do not intend to ever assume any responsibility to any person for the quality, suitability, safety or condition of the Property; and (c) Beneficiary and Authority shall not be deemed responsible for or a participant in any acts, omissions or decisions of Grantor. The Beneficiary and Authority shall not be directly or indirectly liable or responsible for any loss, claim, cause of action, liability, indebtedness, damage or injury of any kind or character to any person or property arising from any construction on, or occupancy or use of, any of the Property, whether caused by or arising from: (i) any defect in any building, structure, grading, fill, landscaping or other improvements thereon or in any on-site or off-site improvement or other facility therein or thereon; (ii) any act or omission of Grantor or any of Grantor’s agents, employees, independent contractors, licensees or invitees; (iii) any accident in or on any of the Property or any fire, flood or other casualty or hazard thereon; (iv) the failure of Grantor, any of Grantor’s licensees, employees, invitees, agents, independent contractors or other representatives to maintain the Property in a safe condition; and (v) any nuisance made or suffered on any part of the Property.

9. Rules of Construction. When the identity of the parties hereto or other circumstances make it appropriate the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. Specific enumeration of rights, powers and remedies of Trustee and Beneficiary and of acts which they may do and acts Grantor must or must not do shall not exclude or limit the general. The headings of each paragraph are for information and convenience and do not limit or construe the contents of any provision hereof.

10. Severability. If any term of this Deed of Trust, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law.

11. Successors in Interest. The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

12. Notices. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and sent by hand delivery, recognized overnight courier, registered or certified mail addressed as follows:

To GRANTOR at: Idaho College of Osteopathic Medicine, LLC  
231 Washington Avenue, Suite C  
Santa Fe, NM 87501  
Attention: Daniel Burrell  
E-mail: [dburrell@bwrco.com](mailto:dburrell@bwrco.com)

To AUTHORITY at: Public Finance Authority  
22 E. Mifflin Street, Suite 900  
Madison, WI 53703  
Attention: Scott Carper and Michael LaPierre  
Email: [scarper@pfauthority.org](mailto:scarper@pfauthority.org); and  
[mlapierre@pfauthority.org](mailto:mlapierre@pfauthority.org)

To TRUSTEE at: TitleOne Corporation

To BOND TRUSTEE and  
INITIAL BENEFICIARY at: U.S. Bank National Association  
170 South Main Street, Suite 200  
Salt Lake City, UT 84101  
Attn: Global Corporate Trust Services

The addresses may be changed from time to time by any party by serving notice as heretofore provided. Service of such notice or demand shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or at the expiration of the second day after the date of mailing, whichever is earlier in time.

13. No Merger. The parties' rights, obligations and interests in land created by or arising under the Financing Documents are separate, cumulative, and independent and there shall be no merger of any such rights, obligations or interests.

14. Beneficiary's Right to Perform. If Grantor fails to make any payment or perform any act required by this Deed of Trust or by any junior, subordinated or senior deed of trust or other lien on the Property (without hereby implying the Beneficiary's consent to any such lien or encumbrance), then, at any time thereafter (but subject to any grace period or cure period and notice requirements under the Financing Documents), and without waiving or releasing any obligation or default, Beneficiary may make such payment or perform such act for the account and at the expense of Grantor and shall have the right to enter the Property for such purpose and to take all such action thereon and with respect to the Property as may be necessary or

appropriate for such purpose. Notwithstanding anything to the contrary in this Deed of Trust, Beneficiary shall have no obligation to do anything set out in this Paragraph. Beneficiary shall be entitled to interest on all sums so paid by Beneficiary and all costs and expenses so incurred from the date paid by Beneficiary until reimbursed in full by Grantor at the Default Rate. All sums so paid by Beneficiary, all costs and expenses so incurred and interest thereon shall be paid by Grantor to Beneficiary on demand. If Beneficiary shall elect to pay any tax, assessment, levy or charge mentioned in Paragraph A.2 of this Deed of Trust, Beneficiary may do so in reliance on any bill, statement or assessment procured from the appropriate public or nonpublic office, without inquiring into the accuracy thereof or into the validity of such tax, assessment, levy or charge. Similarly, in making any payments to protect the security interests intended to be created by this Deed of Trust, Beneficiary shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same.

15. Amendments; Releases or Reconveyances. This Deed of Trust may be amended, changed, modified or terminated at any time, without the necessity of obtaining the consent of the Authority, the Bond Trustee or the holders of the Bonds, subject to the conditions and as provided in Article IX of the Indenture.

Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any property not then or theretofore released as security for the full amount of all unpaid obligations, the Trustee may from time to time, and with notice to the Grantor, release any person other than the Grantor so liable, extend the maturity or alter any of the terms of any such obligation, or grant other indulgences, release or reconvey, or cause to be released or reconveyed, any portion or all of the Property, release any other or additional security for any obligation herein mentioned, or make compositions or other arrangements with debtors in relation thereto; and if the Trustee at any time holds any additional security for any obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same at its option, either before or concurrently herewith or after a sale is made hereunder.

16. Headings. The headings of the articles of this Deed of Trust are for convenience only and do not limit its provisions.

17. Bond Trustee. To the extent Beneficiary is the Bond Trustee, all provisions of the Indenture relating to the rights, powers, privileges and protections of the Bond Trustee thereunder shall apply with equal force and effect to all actions taken by the Bond Trustee as Beneficiary in connection with this Deed of Trust.


*(Remainder of page intentionally left blank)*



IN WITNESS WHEREOF, Grantor has executed this Deed of Trust on the day and year set forth above.

GRANTOR:

IDAHO COLLEGE OF OSTEOPATHIC  
MEDICINE, LLC

By:   
Name: Daniel Burrell  
Title: Authorized Representative

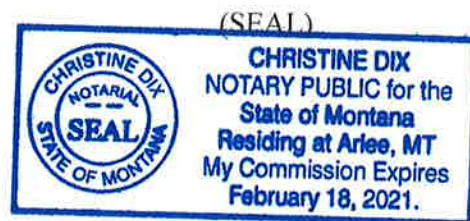
STATE OF Montana  
COUNTY OF Leke } SS.

On December 14, 2017, before me, Dan Burrell, Notary Public, personally appeared Daniel Burrell as Authorized Representative of Idaho College of Osteopathic Medicine, LLC, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





**Exhibit A**

The following describes a parcel of land being a portion of the most Easterly part of Lot 2 in Block 1 of Joint No. 2 Subdivision Phase 1 according to the official plat thereof as filed for record in Book 99 of Plats at Pages 12828 thru 12830, records of Ada County, Idaho and more particularly described as follows:

Beginning at the Southeast corner of Lot 2 in Block 1 of said Joint No. 2 Subdivision Phase 1, being marked by a found 5/8 inch iron pin with plastic cap "PLS 10729";

thence along the Easterly boundary line of said Lot 2 North 00°00'00" East, 442.71 feet to an angle point in the boundary of said Lot 2 which is being marked by a found 5/8 inch iron pin with plastic cap "PLS 10729";

thence leaving said Easterly boundary line, and continuing along the exterior boundary line of said Lot 2 North 90°00'00" West, 354.53 feet to an angle point in the boundary of said Lot 2 which is being marked by a found 5/8 inch iron pin with plastic cap "PLS 10729";

thence continuing along said exterior boundary line, and its prolongation being Westerly of and parallel with the Easterly boundary line of said Lot 2, and also being the Westerly boundary limits of this ALTA/ACSM Land Title Survey for the Idaho College of Osteopathic South 00°00'00" West, 439.95 feet to a point on the Southerly boundary line of said Joint No. 2 Subdivision Phase 1, and also being the Northerly right of way line of Interstate 84;

thence leaving said parallel line, and along the Southerly boundary line of said Joint No. 2 Subdivision Phase 1, and also being the Northerly right of way line of Interstate 84 South 88°33'08" East, 354.54 feet to the Point of Beginning.

**EXHIBIT C**

**Subordination, Nondisturbance and Attornment Agreement**

*(attached)*

When recorded mail to:

U.S. Bank National Association  
170 South Main Street, Suite 200  
Salt Lake City, UT 84101  
Attn: Global Corporate Trust Services

**SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT**

This **SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT** (this "**Agreement**") is dated as of this 1<sup>st</sup> day of December 2017, by and between the **BOARD OF TRUSTEES AND STATE BOARD OF EDUCATION OF IDAHO STATE UNIVERSITY ("SBOE")**, **IDAHO STATE UNIVERSITY ("ISU")**, a state institution of higher education governed by SBOE, **IDAHO COLLEGE OF OSTEOPATHIC MEDICINE, LLC**, a limited liability company organized under the laws of the State of Idaho (the "**Company**"), and **U.S.BANK NATIONAL ASSOCIATION**, a national banking association, as trustee under the Indenture referred to herein (the "**Trustee**")

**RECITALS:**

A. SBOE owns that certain real property located at the ISU-Meridian Health Science Center, 1311 E. Central Drive, Meridian, ID 83642, and is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Leased Premises**").

B. SBOE has authorized and appointed ISU as SBOE's authorized agent to act as landlord under the terms and conditions of a Ground Lease, by and between ISU and the Company (as amended, the "**Ground Lease**"), and SBOE provided its consent to ISU to lease, on behalf of SBOE, the Leased Premises to the Company at its Board meeting of August 11, 2016.

C. The Company is a private company created by its organizers for (i) the purpose of creating and operating a private accredited college of osteopathic medicine in the State of Idaho and (ii) other purposes as set forth in Ground Lease.

D. The Public Finance Authority (the "**Authority**") has duly authorized the issuance of its Taxable Educational Facilities Revenue Bonds (Idaho College of Osteopathic Medicine Project) Series 2017A (the "**Series 2017A Bonds**"), and its Taxable Educational Facilities Revenue Bonds (Idaho College of Osteopathic Medicine Project) Series 2017B (the "**Series 2017B Bonds**" and together with the Series 2017A Bond, the "**Bonds**") pursuant to an Indenture of Trust, dated as of December 1, 2017 (the "**Indenture**"), by and between the Authority and the Trustee, and has loaned the proceeds thereof to the Company pursuant to a Loan Agreement, dated as of December 1, 2017, (the "**Loan Agreement**") by and between the Authority and the Company.

E. As provided in the Ground Lease, the Company will acquire, construct, complete and operate certain improvements (the "*Lessee Building*") and equipment (together, the "*Company Property*") at the Leased Premises.

F. To secure its obligations under the Loan Agreement, the Company has executed and delivered or shall execute and deliver a Leasehold Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "*Deed of Trust*"), made by the Company for the benefit of the Trustee.

**NOW, THEREFORE**, the parties hereto, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. The Company, SBOE and ISU each hereby acknowledges and agrees that (i) the Company has received provisional accreditation from the American Osteopathic Association's Commission on Osteopathic College Accreditation ("COCA"), (ii) such provisional accreditation satisfies the requirements for accreditation specified in Section 4 and Section 6 of the Ground Lease, (iii) the Lease Commencement Date has occurred, (iv) the Ground Lease is a valid obligation of the Company, SBOE and ISU, respectively, enforceable in accordance with its terms, and (iv) to the best of the knowledge of each of the respective parties, no event of default or event, which but for notice and the opportunity to cure or both would constitute an event of default under the Ground Lease or an event which would give SBOE or ISU the right to terminate the Ground Lease, has occurred and is continuing.

2. The Company and the Trustee each hereby agree that the Deed of Trust is now and shall remain subject and subordinate to SBOE's fee simple interest in the Leased Premises, including under any renewals, modifications, replacements, consolidations, and executions thereof, subject to the terms of this Agreement.

3. SBOE and ISU (i) consent to the execution, delivery and performance by the Company of the Deed of Trust and the Loan Agreement, without regard as to whether the value of the Lessee Building and other improvements at the time the Bonds are issued is less than the principal amount of the Bonds, (ii) agree that the execution, delivery and performance thereof and the exercise of the rights and remedies of the Trustee thereunder will not cause a default under the Ground Lease, and (iii) agree that SBOE's and ISU's interest in the Company Property (including, but not limited to, any statutory landlord's lien) shall be subordinate to any mortgage, deed of trust, security or other interest therein of the Trustee.

4. SBOE and ISU agree that, so long as no event has occurred and no condition exists which would entitle ISU to terminate the Ground Lease or would cause, without further action of ISU, the termination of the Ground Lease or would entitle ISU to dispossess the Company from the Lease Premises, then the Company's leasehold estates under the Ground Lease shall not be terminated without the consent of the Trustee, provided that in connection with any such consent the Trustee shall be entitled to receive and rely upon an opinion of counsel to the effect that such consent is authorized or permitted by the applicable documents to which the Trustee is a party.

5. The Company, SBOE and ISU hereby agree that the Deed of Trust shall be a mortgage under the Ground Lease and the Trustee shall be a mortgagee with all rights of a mortgagee under the Ground Lease.

6. Notwithstanding any provisions of the Ground Lease to the contrary, all requirements with respect to escrows for impositions for taxes, assessments or similar charges with respect to the Leased Premises or the Company Property and contests with respect to the validity or amount thereof shall be controlled by and determined in accordance with the Deed of Trust.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute and be construed as one and the same instrument.

8. All remedies which the Trustee may have against the Company provided herein, if any, are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between the Trustee and the Company or others. Notwithstanding anything to the contrary herein, nothing in this Agreement shall limit or restrict the rights and protections afforded to the Company under the Ground Lease.

9. The Trustee shall be entitled to enter upon Leased Premises and the Company Property from time to time to remove some or all Company Property pledged pursuant to the Deed of Trust or the documents executed by the Company in connection with the Bonds, subject to the limitations on the Company provided in Section 32 of the Ground Lease.

10. All notices to be given under this Agreement shall be in writing and shall be deemed served upon receipt by the addressee if served personally or, if mailed, upon the first to occur of receipt or the refusal of delivery as shown on a return receipt, after deposit in the United States Postal Service certified mail, postage prepaid, addressed to the address of the Company, SBOE, ISU or the Trustee appearing below. Such addresses may be changed by notice given in the same manner at least fifteen (15) business days prior to its effectiveness.

The Trustee's Address: U.S. Bank National Association  
170 South Main Street, Suite 200  
Salt Lake City, UT 84101  
Attn: Global Corporate Trust Services

SBOE's Address: Idaho State Board of Education  
650 West State Street, Third Floor  
Boise, ID 83702.

ISU's Address: Idaho State University  
921 So. 8<sup>th</sup> Ave, Stop 8310  
Pocatello, ID 83209  
Attn: President

Company's Address:

Idaho College of Osteopathic Medicine  
231 Washington Avenue, Suite C  
Santa Fe, NM 87501  
Attn: Daniel C. Burrell, Manager

11. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and along with the Deed of Trust contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.

12. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

13. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

14. The rights of the Trustee, ISU and SBOE hereunder shall be freely assignable, unless otherwise stated, and all references herein to the Trustee, ISU or SBOE (as applicable) shall be deemed to include its respective successors and assigns.

15. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

16. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Idaho.


17. This Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IDAHO STATE UNIVERSITY

IDAHO COLLEGE OF  
OSTEOPATHIC MEDICINE, LLC

By:   
Name: Arthur Vailas  
Title: President

By: \_\_\_\_\_  
Daniel C. Burrell, Manager

Date: Dec 12, 2017


Date: \_\_\_\_\_, 2017

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
Vice President

Consent granted by:

BOARD OF TRUSTEES AND STATE BOARD OF  
EDUCATION OF IDAHO STATE UNIVERSITY

By:   
Name: LINDA L. CLARIK  
Title: PRESIDENT

Date: 12/14, 2017

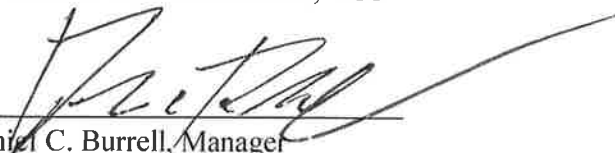


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

IDAHO STATE UNIVERSITY

IDAHO COLLEGE OF  
OSTEOPATHIC MEDICINE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Daniel C. Burrell, Manager  
Authorized Representative

Date: 12-14, 2017

Date: 12/14, 2017

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
Vice President

Consent granted by:

BOARD OF TRUSTEES AND STATE BOARD OF  
EDUCATION OF IDAHO STATE UNIVERSITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2017

STATE OF IDAHO

COUNTY OF Bannock

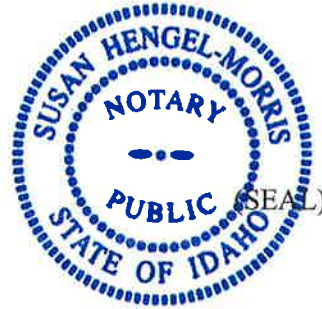
SS.

On 12-12-2017, before me, Susan Hengel-Morris, personally appeared Arthur C. Vailas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan Hengel-Morris



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SS.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared Daniel C. Burrell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_

(SEAL)

STATE OF IDAHO

COUNTY OF \_\_\_\_\_

SS.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared Arthur C. Vailas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

STATE OF

Montana

COUNTY OF

Leke

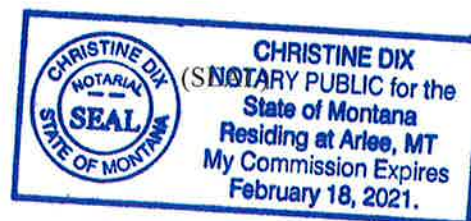
SS.

On December 14, 2017, before me, Dan Burrell, Notary Public, personally appeared Daniel Burrell as Authorized Representative of Idaho College of Osteopathic Medicine, LLC., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Chris Dix



STATE OF Idaho  
COUNTY OF Ada

SS.

On December 14, 2017, before me, Allison Duman, personally appeared Linda Clark, as President of the Board of Trustees and State Board of Education of Idaho State University, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SS.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of U.S. Bank National Association, as Trustee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_

(SEAL)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of the Board of Trustees and State Board of Education of Idaho State University, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
(SEAL)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of U.S. Bank National Association, as Trustee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
(SEAL)

EXHIBIT A

REAL PROPERTY DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ADA,  
STATE OF IDAHO, AND IS DESCRIBED AS FOLLOWS:

REVISED LEGAL

The following describes a Parcel of Land being a portion of the most Easterly part of Lot 2, Block 1 of Joint NO. 2 Subdivision Phase 1 according to the Official Plat thereof as filed for Record in Book 99 of Plats at Pages 12828 thru 12830, Records of Ada County, Idaho and more particularly Described as follows:

BEGINNING at the Southeast Corner of Lot 2, Block 1 of said Joint No. 2 Subdivision Phase 1 being Marked by a found 5/8" Iron Pin with Plastic Cap "PLS 10729";

Thence along the Easterly Boundary Line of said Lot 2, North 00°00'00" East, 442.71 feet to an Angle Point in the Boundary of said Lot 2 which is being Marked by a found 5/8" Iron Pin with Plastic Cap "PLS 10729";

Thence leaving said Easterly Boundary Line, and continuing along the Exterior Boundary Line of said Lot 2, North 90°00'00" West, 354.53 feet to an Angle Point in the Boundary of said Lot 2 which is being Marked by a found 5/8" Iron Pin with Plastic Cap "PLS 10729";

Thence continuing along said Exterior Boundary Line, and it's Prolongation being Westerly of and parallel with the Easterly Boundary Line of said Lot 2, and also being the Westerly Boundary Limits of this ALTA/ACSM Land Title Survey for the Idaho College of Osteopathic, South 00°00'00" West, 439.95 feet to a point on the Southerly Boundary Line of said Joint No. 2 Subdivision Phase 1, and also being the Northerly Right of Way Line of Interstate 84;

Thence leaving said parallel Line, and along the Southerly Boundary Line of said Joint No. 2 Subdivision Phase 1, and also being the Northerly Right of Way Line of Interstate 84, South 88°33'08" East, 354.54 feet to the POINT OF BEGINNING:

Said parcel of Land contains 3.59 Acres (156,465 Sq. Ft.) more or less.

END OF DESCRIPTION

Kenneth H. Cook, P.L.S. 9895  
Timberline Surveying  
847 Park Centre Way, Suite 3  
Nampa, Idaho 83651  
(208) 465-5687



**EXHIBIT B  
PERMITTED ENCUMBRANCES**

1. The land described herein is located within the boundaries of City of Meridian (208-888-4433) and is subject to any assessments levied thereby.
2. The land described herein is located within the boundaries of Nampa-Meridian Irrigation District (208-466-7861) and is subject to any assessments levied thereby.
3. Reservations and exceptions in a United States Patents, and in the act authorizing the issuance thereof, recorded December 1, 1891 in Book 2 of Patents, at Page 433; and recorded April 6, 1898 in Book 3 of Patents, at Page 176, records of Ada County, Idaho.
4. An easement for the purpose shown below and rights incidental thereto as set forth in Pole Line Easement.  
Granted to: Idaho Power Company  
Purpose: construct, operate, maintain, reconstruct and remove electric transmission, distribution and telephone circuits, or any of them, and their appurtenances, attached to a single line of poles or other supports, with their incidental equipment  
Recorded: February 3, 1932  
Instrument No.: 147949  
Book 13 of Miscellaneous Records at Page 103, records of Ada County, Idaho;  
  
Partial Release of Easement  
Recorded: August 4, 2017  
Instrument No.: 2017-072055, records of Ada County, Idaho.
5. A 20' foot setback restriction, a 100' foot setback restriction, and restricted access rights as set forth in a Warranty Deed in favor of the State of Idaho.  
Recorded: October 31, 1964  
Instrument No.: 597322  
Book 516 of Deeds at Pages 667, 668, and 669, records of Ada County, Idaho.
6. The following conditions, restrictions, and restricted access rights as set forth in a State of Idaho Deed, in favor of the State of Idaho.  
Recorded: March 16, 1970  
Instrument No.: 737214, records of Ada County, Idaho;

All rights of access, ingress or egress, to, from or between the property herein conveyed and the right of way of the public way identified as Interstate 80N, Project No. I-80N-1(29)45 Highway Survey, are prohibited;

No buildings or structures, except irrigation or drainage structures, shall be permitted to be constructed within 20.0 feet of the right of way line of Interstate 80N, Project No. I-80N-1(29)45 Highway Survey;

No junkyards or outdoor advertising signs, displays or devices (in conformity with Public Law 89-285 and State and Federal Regulations pertaining thereto) will be permitted on the property herein conveyed, except that advertising related to business conducted on the property herein conveyed may be permitted not closer than 20.0 feet from the right of way line of said Interstate 80N, Project No. I-80N-1(29)45 Highway Survey, but only on that portion of the property herein conveyed utilized exclusively for said business.



7. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code; and reservation of all mineral rights (47-701 Idaho Code) as set forth in State of Idaho Deed recorded March 16, 1970 as Instrument No. 737214, records of Ada County, Idaho.
8. Terms and provisions contained in a License Agreement by and between Nampa & Meridian Irrigation District and William A. Hon.  
Recorded: November 17, 1995  
Instrument No.: 95084882, records of Ada County, Idaho.
9. Terms and provisions contained in a License Agreement by and between Nampa & Meridian Irrigation District and William A. Hon, an individual.  
Recorded: April 10, 1998  
Instrument No.: 98033245, records of Ada County, Idaho.
10. Terms and provisions contained in an Ordinance No. 819.  
Recorded: April 8, 1999  
Instrument No.: 99034350, records of Ada County, Idaho.
11. Terms and provisions contained in a Development Agreement by and between City of Meridian, a municipal corporation; William A. Hon, a married man, as his separate estate; Roland L. Hon, a married man, as his separate estate; and William E. Norris, a married man, as his separate estate.  
Recorded: May 20, 1999  
Instrument No.: 99050962, records of Ada County, Idaho.
12. An easement for the purpose shown below and rights incidental thereto as set forth in a General Utility Easement.  
Granted to: City of Meridian  
Purpose: operation and maintenance of underground utilities  
Recorded: June 24, 1999  
Instrument No.: 99063014, records of Ada County, Idaho.
13. Easements, reservations, restrictions, and dedications as shown on the official plat of:  
  
Jabil Subdivision recorded April 5, 2004 as Instrument No. 104040119, records of Ada County, Idaho;  
  
Joint No. 2 Subdivision Phase 1 recorded December 4, 2007 as Instrument No. 107161082, records of Ada County, Idaho.
14. Terms and provisions contained in an Ordinance No. 07-1328.  
Recorded: July 27, 2007  
Instrument No.: 107106318, records of Ada County, Idaho;  
  
Correction of Ordinance Number and Approval of Ordinance No. 07-1332  
Recorded: August 23, 2007  
Instrument No.: 107119573, records of Ada County, Idaho.
15. Covenants, Conditions, and Restrictions, and Easements but omitting any covenants or restrictions, if any, to the extent that such covenants, conditions or restrictions violate 42 USC 3604 (c) or any other ordinance, statute or regulation as set forth in a Master Declaration Agreement.  
Executed by: Board of Trustees and State Board of Education of Idaho State University and Joint School District No. 2, Ada and Canyon Counties, Idaho , an Idaho school district  
Recorded: December 4, 2007  
Instrument No.: 107161327, records of Ada County, Idaho.

16. Terms and provisions contained in a Joint Operations and Maintenance Agreement by and between Board of Trustees and State Board of Education of Idaho State University and Joint School District No. 2, Ada and Canyon Counties, Idaho, an Idaho school district.  
Recorded: December 4, 2007  
Instrument No.: 107161328, records of Ada County, Idaho.
17. Terms and provisions contained in a License Agreement by and between Nampa & Meridian Irrigation District and Thompson Family Trust U/T/D October 22, 2009 and Joint School District No. 2 (now West Ada School District).  
Recorded: March 10, 2017  
Instrument No.: 2017-020533, records of Ada County, Idaho.

**CONSENT  
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**UNIVERSITY OF IDAHO**

**SUBJECT**

Prison Education Program Tuition and Fee Proposal

**REFERENCE**

May 15, 2023

The Idaho State Board of Education approved an Idaho Correctional Education per credit hour and full-time rate for Lewis-Clark State College.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

We respectfully request the State Board of Education approval to implement a flat tuition rate for incarcerated students participating in the University of Idaho's Prison Education Program.

Currently, Pell Grants are the only financial aid available to incarcerated students, but they do not fully cover existing U of I tuition and fees. As a result, the university is subsidizing tuition costs through internal funding streams.

To address this, we propose a flat tuition rate of **\$265 per student credit hour**, or **\$3,180 per semester for full-time enrollment**. This rate would be **inclusive of all mandatory fees and web access**. The proposed rate reflects both the limited funding available to this student population and the limited services provided to incarcerated students compared to general population students.

This tuition structure is intended to support incarcerated individuals who have earned a high school diploma or GED to begin or continue college-level coursework.

Upon release, students would transition to the standard University of Idaho tuition rate for any further enrollment.

We also note that Lewis-Clark State College (LCSC) has implemented a similar model. At the May 15, 2023, special board meeting, the State Board of Education approved a reduced tuition rate for LCSC's Idaho Correctional Education program. We appreciate your consideration of this request to ensure educational access and fiscal responsibility as we expand this important program.

**IMPACT**

This new rate is closely aligned with the full Pell Grant award amount. While not all students receive the maximum award, this structure enables the university to

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**AUGUST 20, 2025**

maximize available Pell funding while still accommodating those with partial awards. It also eliminates the need for most institutional subsidies. Though primarily an accounting adjustment, the change simplifies administration and enhances overall operational efficiency.

Importantly, this is also a student-centered improvement. Incarcerated students receive their financial aid packages later than the general student population due to the required paper processing of the Free Application for Federal Student Aid (FAFSA). As a result, they can see charges on their accounts that they cannot cover, creating confusion and stress. Implementing a flat rate that aligns with Pell eligibility will reduce uncertainty, increase transparency, which in turn may contribute to improved retention and graduation outcomes.

Prison Education Program locations with UI and LCSC are as follows:

University of Idaho:

Idaho Correctional Institution in Orofino - ICIO  
Pocatello Women's Correctional Center – PWCC  
Idaho State Correctional Center in Kuna

Lewis-Clark State College:

Idaho Correctional Institution in Orofino - ICIO  
Pocatello Women's Correctional Center – PWCC  
Idaho State Correctional Center in Boise – ISCC  
Idaho State Correctional Institution in Kuna  
South Idaho Correctional Institution in Kuna  
Mountain View Transformation Center in Kuna  
St. Anthony Work Camp in St. Anthony, ID  
South Idaho Correctional Institution in Kuna  
Idaho Maximum Security Institution in Kuna  
North Idaho Correctional Institution in Cottonwood, ID

**BOARD STAFF COMMENTS AND RECOMMENDATIONS**

University of Idaho's request to implement a flat tuition rate for incarcerated students aligns with the Board's support of correctional education and is consistent with the previously approved model used by Lewis Clark State College.

The proposed rate reflects the circumstances of the prison education population, balances fiscal responsibility, and maximizing available federal aid through Pell Grants. In addition, it reduces reliance on institutional subsidies and improves administrative efficiency.

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**BOARD ACTION**

I move to approve the University of Idaho's request to implement a flat tuition rate of \$265 per student credit hour, or \$3,180 per semester for full-time enrollment, for incarcerated students participating in the Prison Education Program.

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

**CONSENT**  
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**SUBJECT**

Graduate Medical Education Committee Reappointments and New Appointments

**REFERENCE**

December 5, 2017	Board approved a Graduate Medical Education 10-year plan.
June 2018	Board approved first reading of Board Policy III.C. Graduate Medical Education Committee.
August 2018	Board approved second reading of Board Policy III.C. Graduate Medical Education Committee.
June 2020	Board approved reappointments to the Graduate Medical Education Committee.
August 2020	Board approved the appointments of Dr. Jaren Blake and Dr. A.J. Weinhold to the Graduate Medical Education Committee.
October 2020	Board approved the appointments of Dr. Thomas Mohr and Dr. John Grider to the Graduate Medical Education Committee.
October 2022	Board approved the appointments of Dr. Perry Brown Jr., Dr. Abby Davids, Dr. Robyn Dreibelbis, and Dr. Matthew Larsen and the reappointments of Dr. Mary Barinaga, Dr. Justin Glass, Dr. John Grider, Dr. Melissa Hagman, Susie Keller, Dr. Samantha Portenier, Dr. Kimberly Stutzman, and Dr. William Woodhouse to the Graduate Medical Education Committee.
December 2022	Board approved the reappointment of Dr. Clay Prince, Chief Medical Officer for Madison Health, to the Graduate Medical Education Committee.
June 2024	Board approved the appointments of Dr. Brandon Mickelson, Dr. Caroline Elizabeth Gass, Dr. Patricia Howell-DelTufo, and Travis Leach, to the Graduate Medical Education Committee.

**APPLICABLE STATUTE, RULE, OR POLICY**

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

**BACKGROUND/DISCUSSION**

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

Consistent with Board Policy III.C, the purpose of the GME Committee is to provide recommendations to the Board on ways to enhance graduate education in the state of Idaho. The committee also supports the development, implementation, and

**CONSENT**  
**AUGUST 20, 2025**

monitoring of the Board's graduate medical education short and long-term plans. The committee reports to the Board through the Instruction, Research, and Student Affairs Committee.

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

The Board is currently being asked to reappoint the following members to the GME Committee with terms expiring 2030:

- Ben Chan, MD, University of Utah School of Medicine
- Joshua Kern, MD, Full Circle Family Medicine – Twin Falls
- A.J. Weinhold, MD, ISU Family Medicine – Rexburg
- Luisa Hiendlmayr, MD, EIRMC Family Medicine
- Liz Gass, MD, UW Boise Psychiatry
- Beth Botts, MD, University of Utah/Idaho Psychiatry Residency
- Lisa Nelson, MD, Saint Alphonsus Healthcare
- Andy Wilper, MD, Boise VAMC

The Board is also currently being asked to consider appointing the following new individuals to the GME Committee:

- Toni Lawson, Idaho Hospital Association of Advocacy and External Relations
- Jon Shupe, MD, Coeur d'Alene Family Medicine Residency
- Heidi Shields, MD, MSIGMER Nampa Family Medicine
- Michael Krug, MD, St. Luke's Healthcare
- Elizabeth O'Donnell, MD, Portneuf Medical Center
- Karen Cabell, DO, Kootenai Health
- Hayes Baker, MD, Eastern Idaho Regional Medical Center
- Kenneth Krell, MD, EIRMC Internal Medicine

Curriculum Vitae for each of these new potential GME members is provided as attachments.

**IMPACT**

These reappointments and appointments to the GME committee will provide robust representation of medical professionals to serve on behalf of their designated institutions.

**ATTACHMENTS**

Attachment 1 – GME Committee Members 2025  
Attachment 2 – CV for Toni Lawson  
Attachment 3 – CV for Jon Shupe, MD

**CONSENT**  
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Attachment 4 - CV for Heidi Shields, MD  
Attachment 5 – CV for Michael Krug, MD  
Attachment 6 – CV for Elizabeth O'Donnell, MD  
Attachment 7 – CV for Karen Cabell, DO  
Attachment 8 – CV for Hayes Baker, MD  
Attachment 9 – CV for Kenneth Krell, MD

**STAFF COMMENTS AND RECOMMENDATIONS**

Staff recommends approval.

**BOARD ACTION**

I move to re-appoint the following individuals to serve on the Graduate Medical Education Committee effective immediately and expiring June 30, 2030:

- Ben Chan, MD, University of Utah School of Medicine
- Joshua Kern, MD, Full Circle Family Medicine – Twin Falls
- A.J. Weinhold, MD, ISU Family Medicine – Rexburg
- Luisa Hiendlmayr, MD, EIRMC Family Medicine
- Liz Gass, MD, UW Boise Psychiatry
- Beth Botts, MD, University of Utah/Idaho Psychiatry Residency
- Lisa Nelson, MD, Saint Alphonsus Healthcare
- Andy Wilper, MD, Boise VAMC

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

I move to appoint the following new individuals to serve on the Graduate Medical Education Committee effective immediately and expiring June 30, 2030:

- Toni Lawson, Idaho Hospital Association of Advocacy and External Relations
- Jon Shupe, MD, Coeur d' Alene Family Medicine Residency
- Heidi Shields, MD, MSIGMER Nampa Family Medicine
- Michael Krug, MD, St. Luke's Healthcare
- Elizabeth O'Donnell, MD, Portneuf Medical Center
- Karen Cabell, DO, Kootenai Health
- Hayes Baker, MD, Eastern Idaho Regional Medical Center
- Kenneth Krell, MD, EIRMC Internal Medicine

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



Update 7-24-25

## GRADUATE MEDICAL EDUCATION COMMITTEE MEMBERS

Institution	Representative	Email	Term Expiration June 30 of
Office of State Board of Education	Jenn White, Executive Director Patrick Coulson, CFO Heidi Estrem, CAO	<a href="mailto:jwhite@edu.idaho.gov">jwhite@edu.idaho.gov</a> <a href="mailto:pcoulson@edu.idaho.gov">pcoulson@edu.idaho.gov</a> <a href="mailto:hestrem@edu.idaho.gov">hestrem@edu.idaho.gov</a>	Ex Officio
GME Coordinator	Ted Epperly, MD	<a href="mailto:tedepperly@fullcircleidaho.org">tedepperly@fullcircleidaho.org</a>	Ex Officio
Idaho Hospital Association	Toni Lawson, Vice President of Advocacy and External Relations	<a href="mailto:tlawson@teamiha.org">tlawson@teamiha.org</a>	Pending
Idaho Medical Association	Susie Pouliot Keller, CEO (Mike Cunningham, IMA Director of Government Affairs)	<a href="mailto:susie@idmed.org">susie@idmed.org</a> <a href="mailto:cunnington@idmed.org">cunnington@idmed.org</a>	2027
Idaho College of Osteopathic Medicine	Robyn Dreibelbis, DO	<a href="mailto:rdreibelbis@icom.edu">rdreibelbis@icom.edu</a>	2027
University of Utah School of Medicine	Ben Chan, MD (Kylie Christensen Assoc Director/ MPH, RUUTE and Regional Affairs)	<a href="mailto:Benjamin.Chan@hsc.utah.edu">Benjamin.Chan@hsc.utah.edu</a> <a href="mailto:kylie.christensen@hsc.utah.edu">kylie.christensen@hsc.utah.edu</a>	2030
University of Washington School of Medicine	Mary Barinaga, MD	<a href="mailto:barinm@uw.edu">barinm@uw.edu</a>	2027
Full Circle Family Med Boise	Abby Davids, MD	<a href="mailto:abbydavids@fullcircleidaho.org">abbydavids@fullcircleidaho.org</a>	2027
Full Circle Family Med Caldwell	Samantha Portenier, MD	<a href="mailto:samanthaportenier@fullcircleidaho.org">samanthaportenier@fullcircleidaho.org</a>	2027
Full Circle Family Med Nampa	Kim Stutzman, MD	<a href="mailto:KimStutzman@fullcircleidaho.org">KimStutzman@fullcircleidaho.org</a>	2027
Full Circle Family Med Twin Falls	Joshua Kern, MD	<a href="mailto:kernjw@slhs.org">kernjw@slhs.org</a>	2030
Full Circle Pediatrics	Perry Brown, MD	<a href="mailto:PerryBrown@fullcircleidaho.org">PerryBrown@fullcircleidaho.org</a>	2027
Idaho State University Family Medicine Residency	Brandon Mickelson, MD	<a href="mailto:brandonmickelsen@isu.edu">brandonmickelsen@isu.edu</a>	2027
ISU Family Medicine Rexburg	A.J. Weinhold, MD	<a href="mailto:weinana@isu.edu">weinana@isu.edu</a> <a href="mailto:ajweinhold@isu.edu">ajweinhold@isu.edu</a>	2030

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**ATTACHMENT 1**

Update 7-24-25

Coeur d' Alene Family Medicine Residency	Jon Shupe, MD	<a href="mailto:jshupe@kh.org">jshupe@kh.org</a>	Pending
EIRMC Family Medicine	Joshua Stringam, DO (PD)	<a href="mailto:Joshua.Stringam@hcahealthcare.com">Joshua.Stringam@hcahealthcare.com</a>	Pending, Waiting on CV 2030
	Luisa Hiendlmayr, MD (APD)	<a href="mailto:luzpineda25@gmail.com">luzpineda25@gmail.com</a>	
EIRMC Internal Medicine	Kenneth Krell, MD	<a href="mailto:kkrell1@gmail.com">kkrell1@gmail.com</a> <a href="mailto:kenneth.krell@hcahealthcare.com">kenneth.krell@hcahealthcare.com</a>	Pending
EIRMC Psychiatry	Matt Larsen, DO	<a href="mailto:Drmattlarsen@gmail.com">Drmattlarsen@gmail.com</a>	2027
MSIGMER Nampa Family Medicine	Heidi Shields, MD	<a href="mailto:heidshie@gmail.com">heidshie@gmail.com</a> <a href="mailto:hshields@msigmer.org">hshields@msigmer.org</a>	Pending
UW Boise Internal Medicine	Moe Hagman, MD – Chair	<a href="mailto:mhagman@uw.edu">mhagman@uw.edu</a>	2027
UW Boise Psychiatry	Liz Gass, MD	<a href="mailto:Caroline.Gass@va.gov">Caroline.Gass@va.gov</a>	2030
University of Utah/Idaho Psychiatry Residency	Beth Botts, MD	<a href="mailto:Elizabeth.Botts@hsc.utah.edu">Elizabeth.Botts@hsc.utah.edu</a>	2030
Saint Alphonsus Healthcare	Lisa Nelson, MD – Vice Chair (Diane Johnson)	<a href="mailto:Lisa.M.Nelson@saintalphonsus.org">Lisa.M.Nelson@saintalphonsus.org</a> <a href="mailto:Diane.L.Johnson@saintalphonsus.org">Diane.L.Johnson@saintalphonsus.org</a>	2030
St. Luke's Healthcare	Michael Krug, MD	<a href="mailto:krugmi@slhs.org">krugmi@slhs.org</a>	Pending
Portneuf Medical Center	Elizabeth O'Donnell, MD	<a href="mailto:elizabeth.odonnell@pediatrix.com">elizabeth.odonnell@pediatrix.com</a>	Pending
Madison Memorial Hospital	Clay Prince, MD	<a href="mailto:clayprince@mmhnet.org">clayprince@mmhnet.org</a>	2027
Kootenai Health	Karen Cabell, DO	<a href="mailto:kcabell@kh.org">kcabell@kh.org</a>	Pending
Boise VAMC	Andy Wilper, MD	<a href="mailto:wilpera@gmail.com">wilpera@gmail.com</a>	2030
Eastern Idaho Regional Medical Center	Hayes Baker, MD	<a href="mailto:margaret.baker2@hcahealthcare.com">margaret.baker2@hcahealthcare.com</a>	Pending
West Valley Medical Center	Vacant		
Mountain View Hospital Idaho Falls	Ned Hillyard, PhD	<a href="mailto:nhillyard@mvhospital.net">nhillyard@mvhospital.net</a>	Pending, Waiting on CV

**L.A. "Toni" Lawson**

*Provides leadership to one of the most effective advocacy organizations in Idaho. Successfully coordinates coalitions to improve access to healthcare, including statewide election campaigns to expand Medicaid and financing options for public hospitals. Diverse background that includes the U.S. Senate, hospital management, fundraising, teacher and trainer, conflict resolution and media training.*

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**Professional Experience**

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*Vice President, Advocacy & External Relations / Chief Advocacy Officer  
Idaho Hospital Association*

*January 2006 – Present*

- Ensure effective leadership in political advocacy at the state and federal level for member hospitals.
- Effectively communicates the importance of IHA's voice in public policy.
- Responsible for planning and operationalizing IHA communication plan.
- Coordinate Media and public relations.
- Implement grassroots advocacy campaigns which include county, legislative and statewide campaigns.
- Research and analyze issues that arise related to legislative activities to inform members and make policy recommendations to IHA Board of Directors and IHA Legislative Policy Committee.
- Oversee annual economic impact and community benefit research in conjunction with member hospitals. Coordinate Report on Community Benefit and Economic Impact.
- Develop legislative proposals to address concerns of member hospitals.
- Manage the IHAPAC, staff Advisory Committee, lead fundraising efforts and coordinate financial contributions to political candidates. Fundraising revenue has increased 34% during my oversight, leading Idaho to be entered into the AHAPAC Hall of Fame.
- Collaborate with American Hospital Association on congressional advocacy, AHA Annual Meeting and visits to Capitol Hill, grassroots advocacy and AHAPAC activities. Activities have included participation as advisory committee member and presenter at the AHA Grassroots Retreat and collaboration on message development for independent campaign expenditures for 2nd Congressional District election.
- Promote Idaho hospitals and IHA advocacy agenda to outside organizations through collaboration and relationship building. Represent IHA on stakeholder coalitions. Frequent speaker at community forums, conferences and workshops.

*Health Policy Advisor, U.S. Senate Veteran's Affairs Committee / Special  
Committee on Aging, Senator Larry E. Craig*

*2004 - 2005*

- Developed plans and advised Senate committee chairman and staff on health care related issues.
- Worked with staff and senators to formulate positions on health policy issues.
- Drafted and negotiated health care legislation for introduction in U.S. Senate.
- Lead health care advisor on appropriations requests to Senator Larry Craig.
- Team lead in development of relevant health care topics for congressional hearings and acted as liaison with other committees, congressional staff, government agencies, and outside groups.
- Analyzed developments on issues and maintained status reports on all legislation relating to health policy.
- Represented Senator Craig in efforts to deliver timely, high quality constituent service and aided in establishing policies that were responsive to the needs and interests of the West by building strong, sustainable rural communities and ensuring access to adequate, affordable health care.

*Independent Consultant/Lobbyist, Lawson Consulting*

*2004*

- Principal lobbyist during the 2004 Idaho Legislature for clients that included the Idaho Nurses Association, Nurse Practitioners of Idaho and the National Association of Social Workers - Idaho Chapter.
- Successfully passed key legislation regarding licensure of advanced practice nurses.

- Coordinated advocacy efforts for access to health care, social justice and the practice of nurses, nurse practitioners and social workers.
- Represented the organizations on advocacy and policy coalitions.
- Awarded the Idaho State Award for Excellence from the American Academy of Nurse Practitioners.

*Government Relations & Mission Project Coordinator, Saint Alphonsus Regional Medical Center*      2001 - 2003

- Managed SARMC advocacy efforts during sessions of the Idaho Legislature and the U.S. Congress including tracking legislation, oversight of contract lobbyist activities, and coordination with other organizations on specific issues and testifying before the Idaho Legislature.
- Served as principal liaison to the Idaho Legislature and Idaho's congressional delegation to ensure effective and accurate communications.
- Coordinated Community Benefit budget and reporting process for over 95 community programs and activities and served a key role in the completion of SARMC's 2002 Community Needs Assessment.
- Represented the medical center on a variety of community committees and task forces.
- Developed administrative policy for language services to limited English proficient, deaf and hard of hearing patients.
- Created, implemented and supervised a new program to provide culture and language appropriate services and training opportunities for hospital staff and physicians. After implementation, the hospital moved from periodic use of untrained interpreters to systematic use of qualified medical interpreters for over 40 languages, addressing quality, regulatory and risk management concerns.
- Served as a member of the Idaho Task Force on Language Interpretation, a group designed to assist in analysis and compliance of federal policy regarding services for patients with limited English proficiency.

*Special Events Coordinator, Saint Alphonsus Foundation*      2000 - 2001

- Directed, developed, and assisted with the implementation of all special events designed to support fundraising, marketing, and community relations missions of the Saint Alphonsus Foundation including the annual multi-day Festival of Trees event and the Saint Alphonsus Classic Children's Race.
- Attained record-breaking participation and revenue at the Festival of Trees through successful management of over 40 committees and 1500 volunteers, resulting in over a half million dollars raised in support of hospital programs.

*Development Manager, The Idaho Foodbank*      1999 - 2000

- Obtained donations of time and money throughout the state from corporations, foundations, and individuals through planned giving programs, cause-related marketing, events, direct mail campaigns and ongoing donor relations.
- Coordinated marketing and development campaigns to further mission of the organization. All levels of contribution increased under my management.

*Director, Volunteer Services Board, Boise State University*      1998 - 1999

- Managed volunteer referral system, special events, marketing and promotion, financial development, and intern and volunteer training.
- Supervised all department officers and interns.
- Played a significant role in passing a bill through the ASBSU Senate to clarify and improve guidelines and definitions of Community Service.

*Special Assistant to President, Condie Management Services*      1995 - 1997

- Assisted in all aspects of non-profit association management, including board relations, convention planning, continuing education programs, membership, newsletter and mailings.
- Worked with multiple associations simultaneously, including the Building Owners & Managers Association, Idaho Cable Television Association and Idaho State Pharmacy Association.

*International & Provincial Coordinator, Elkarri: Social Movement for Dialogue and Accord*

1994 - 1995

- Responsible for participating on the National Board of Directors, working with international peace organizations, coordinating 24 local groups throughout the province of Bizkaia, Spain, developing new local groups, planning workshops and conferences, public speaking, television appearances and long-term project planning.
- Served as a delegation member to Northern Ireland to investigate cease-fire and Irish peace process.

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## Education

- B.A. in Anthropology, Boise State University
- Language Proficiency Certificate, Official School of Language (Spain), 1990
- Fluent in both Basque and Spanish

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## Professional & Civic Affiliations

- State Association Government Relations Officers (national organization made up of government relations officers from each state hospital association) – Past President
- Idaho Medicaid Advisory Committee – Vice-Chair
- Idaho Insurance Exchange Community Partnership Advisory Committee
- Idaho Association of Commerce and Industry
- Boise Metro Chamber of Commerce
- Idaho Perinatal Project – Advisory Board Member
- American Heart Association, Pacific Mountain Affiliate – Legislative Advisory Council
- Quality of Life Coalition – Public Policy Committee
- Guest Lecturer to Public Health and Masters Programs each semester, Boise State University Department of Health Sciences
- Boise State University College of Social Science & Public Affairs – Dean's Advisory Committee
- Boise State University College of Health Sciences – Strategic Planning Advisory Committee
- Idaho State University - Deans' Advisory Council on Health Science Education in the Treasure Valley
- Leadership Boise, Boise Metro Chamber of Commerce
- Basque Museum and Cultural Center – member and former board member
- Boise Basque Center – member and former board member
- Inaugural Class of Distinguished Alumni of Capitol High School – Boise Idaho
- Recognized with Outstanding Alumna Award of College of Social Science and Public Affairs, Boise State University
- Idaho Women of the Year Award by Idaho Business Review
- Founder of "Women in Green", a networking group for women lobbyists at the Idaho Statehouse.
- Speaker for organizations like Go Lead Idaho,
- NEW Leadership Idaho speaker

**Jonathan M. Shupe, M.D.**

902 N. Armstrong Dr. Coeur d'Alene, ID 83814  
(203) 444-8409 • jshupe@kh.org

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WORK/RESEARCH EXPERIENCE:

**Kootenai Clinics Coeur d'Alene Family Medicine Residency** **Coeur d'Alene, ID**  
*Program Director* July 2025-Present  
*Associate Program Director* July 2022-Present  
*Core Faculty Physician* Aug 2014-Present

*Clinical Assistant Professor, Dept of Family Medicine, University of Washington*  
Core faculty for a full-scope 7+7+7 family medicine residency. Responsibilities include direct patient care, hospital medicine, program development, and resident supervision.

**Associate Medical Director for Clinical Documentation Improvement (AMD-CDI)** **Coeur d'Alene, ID**  
June 2019-2024

*Physician Advisor*  
Per Diem position at Kootenai Medical Center focusing on utilization review and clinical documentation improvement

**WWAMI Family Medicine Clerkship Site Director** **Coeur d'Alene, ID**  
Aug 2015-2025

*Clinical Assistant Professor, Dept of Family Medicine, University of Washington*  
Organize, supervise, and grade 3<sup>rd</sup> year medical students during their required Family Medicine Clerkship and 4<sup>th</sup> year medical students during their Family Med Sub-Internship

**Doctors on Demand Urgent Care** **Los Angeles, CA**  
Aug 2013 – June 2014

*Physician*  
Director: Jennifer Chin, MD  
Moonlighting position at a busy urgent care clinic.

**U. of Connecticut, Institute for Clinical and Translational Science** **Farmington, CT**  
May 2009 – May 2011

*Student Assistant*  
PI: Juan Salazar, MD MPH  
Non-paid position working in translational research relating to spirochete immunobiology.

**Yale University, Dept. of Laboratory Medicine** **New Haven, CT**  
August 2004 – August 2007

*Research Assistant*  
PI: Mark Shlomchik, MD PhD  
Position in laboratory medicine primarily working on two projects; Role of Toll-like receptors in activating autoreactive B cells, and depletion of B cells in the treatment of murine lupus.

**University of Idaho, Dept. of Biological Sciences** **Moscow, ID**  
May 2002 – May 2004

*Research Assistant and Student Assistant*  
PI: Steven Austad PhD & Deborah Stenkamp PhD  
Paid and non-paid position in developmental and aging biology. My project investigated evolutionary consequences for domestication on development of mouse visual system.

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EDUCATION:

**University of Washington Dept of Family Medicine**  
Faculty Development Fellowship

Seattle, WA  
July 2021- June 2022

**UCLA Family Medicine Residency**

*Family Medicine Internship & Residency*

Santa Monica, CA

July 2011 – June 30, 2014

Clinical experience spanned a variety of health systems including UCLA, Los Angeles County Health Systems, Children's Hospital of Los Angeles, California Hospital, & the Veterans Administration.

**University of Connecticut School of Medicine**

*Doctor of Medicine*

Farmington, CT

Aug 2007 – May 15, 2011

Honors: Infectious Disease Society of America Medical Scholarship, 2008

Welsford and Mildred Clark Medical Memorial Scholarship, 2011.

**University of Idaho**

*Bachelor of Science in Biological Sciences*

Moscow, ID

*Bachelor of Arts in Spanish Language*

Aug 2000 – May 2004

Honors: University of Idaho Alumni Association Award for Excellence, 2003.

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**LICENSURE & CERTIFICATION:**

**American Board of Family Medicine:** July 1, 2014 - Present

**Medical Board of Idaho:** May 2014 - Present

**Medical Board of California:** Oct 2012 - Sept 2014

**Drug Enforcement Administration:** Dec 2012 - Present

**Idaho State Board of Pharmacy:** May 2014 – Present

**Contra Costa/STFM POC US Workshop:** 4/29/2022 – 4/30/2022

**Nexplanon:** 7/14/2015

**Buprenorphine DEA Waiver:** Current

**Advanced Cardiac Life Support (ACLS):** Current

**Pediatric Advanced Life Support (PALS):** May 2011 – May 2013

**Neonatal Resuscitation Program (NRP):** 2016 - Present

**Basic Life Support (BLS):** Current

**Advanced Life Support Obstetrics (ALSO):** Current

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**PROFESSIONAL MEMBERSHIPS/LEADERSHIP POSITIONS:**

**Kootenai Clinic Provider Leadership Council,** June 2020 – June 2025

**North Idaho AHEC – Physician advisor,** 2020 - Present

**STFM Master Preceptor Award,** 2020

**2020 Excellence in Teaching Award, University of Washington School of Medicine**

**Kootenai Medical Center Family Medicine Department Chair,** Jan 2019 – Jan 2021

**Kootenai Care Network Quality and Safety Committee member,** June 2019-Present

**Kootenai Clinics Primary Care Divisional Meeting Chair,** Jan 2018 – 2023

**Kootenai Care Network Primary Care Service Line Rep,** Jan 2018 - Present

**Kootenai Benewah Medical Society,** member since 2014

**Idaho Academy of Family Physicians,** member since 2014

**University of Washington, Dept Family Medicine, Clinical Assistant Professor**

American Academy of Family Physicians, member since 2011

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**PUBLICATIONS:**

Kuhn P, Egwuatu P., Shupe, J. Does prediabetes increase the risk of all-cause mortality and cardiovascular disease? *Evidence-Based Practice*. 2022; 25(11):19-20

Sharpe G, McAlpine M, Shupe J. Does humidified air help relieve the symptoms of the common cold? *Evidence-Based Practice*. 2019; 22(12):17.

Laky D, Preston T, Shupe J. Do canalith repositioning exercises at home improve symptoms of benign paroxysmal positional vertigo? *Evidence-Based Practice*. 2018; 21(2):3.

Shupe, JM. (2013) Hyponatremia from Syndrome of Inappropriate Antidiuretic Hormone. *Evidence Based Clinical Reasoning in Medicine* (pp519-530). PMPH-USA, Limited.

Sweet RA, Christensen SR, Harris ML, Shupe J, Sutherland JL, Shlomchik MJ (2010). A new site directed transgenic rheumatoid factor mouse model demonstrates extrafollicular class switch and plasmablast formation. *Autoimmunity*. Dec;43(8):607-18.

Nickerson KM, Christensen SR, Shupe J, Kashgarian M, Kim D, Elkon K, Shlomchik MJ (2010). TLR9 regulates TLR7- and MyD88-dependent autoantibody production and disease in a murine model of lupus. *J Immunol*. Feb 15;184(4):1840-8.

Salazar JC, Duhnam-Ems S, La Vake C, Cruz AR, Moore MW, Caimano MJ, Velez-Climent L, Shupe JM, Krueger W, Radolf JD (2009). Activation of human monocytes by live *Borrelia burgdorferi* generates TLR2-dependent and –independent responses which include induction of IFN- $\beta$ . *PLoS Pathog*. May;5(5)

Ahuja A, Shupe JM, Dunn R, Kashgarian M, Kehry M, Shlomchik MJ. (2007). Efficacy and resistance to therapy by depletion of B cells to treat murine lupus. *Journal of Immunology*. 179:3351-3361.

Christensen SR, Shupe JM, Nickerson K, Kashgarian, M Flavell, R, Shlomchik MJ. (2006). Toll-like Receptor 7 and TLR9 dictate autoantibody specificity and have opposing inflammatory and regulatory roles in lupus. *Immunity*. 25:417-428.

Shupe JM, Kristen D, Austad SN, Stenkamp DL. (2006). The eye of the laboratory mouse is anatomically adapted for natural conditions. *Brain, Behavior, & Evolution*. 67:39-52.

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**CONFERENCE PRESENTATIONS:**

Shupe J, Behunin J. Procalcitonin: What is the clinical value of this biomarker in determining infection? IAFP Excellence in Primary Care 2019. Feb 8-9, Schweitzer Mountain Resort, Sandpoint, ID.



**Curriculum Vitae**  
**Heidi E. Shields, M.D.**  
**St Alphonsus Nampa Medical Center**  
**4300 E. Flamingo**  
**Nampa, ID**  
**208-205-0100**  
**hshields@msigmer.org**  
**cell: 208-861-8329**

**EDUCATION**

1991-1994     Resident Physician, Family Practice Residency, St. Francis Hospital, Beech Grove, Indiana

1991           M.D., Medical College of Wisconsin, Milwaukee, Wisconsin

1990           M.S., Anatomy and Cellular Biology, Medical College of Wisconsin, Milwaukee, Wisconsin

1985           B.S., Zoology, Washington State University, Pullman, Washington

**FELLOWSHIP**

2025           National Institute for Program Director Development (NIPDD) Fellowship. Association of Family Medicine Residency Directors (AFMRD), 10/17/2024 – 03/24/2025

**PROFESSIONAL EXPERIENCE**

**Healthcare**

August 18, 2022 – current     Physician, Hospitalist, long term and acute care, locum tenens  
ERx contracted, Dayton General Hospital, 1012 S 3<sup>rd</sup> St, Dayton, WA

June 30, 2017 – current        Physician, Hospitalist, Sound Physicians, Saint Alphonsus Nampa Hospital through Echo Locum Tenens, Inc, 1498 Pacific Avenue, Suite 200, Tacoma, WA

Nov 1, 2012 – current          Physician, PRN St. Alphonsus Medical Group and Saint Alphonsus Family Medicine Hospitalist Group, Nampa, ID

Sep 1, 2007 – Sep 1, 2012       Physician, Columbia Family Clinic, Dayton, WA

Aug 1, 2005-6/8/2007          Physician, St. Alphonsus Medical Group(SAMG), Garrity Clinic

Sep 1, 1996-8/31/1998         Family Medical Director, Garrity Clinic, SAMG Nampa, ID

9/1/1996 – 8/31/1998          Medical Director, Donald S. Walker Health Center, Liberty, ME

Aug 1994-July 1996            Medical Director, Library Park Family Health & Immediate Care, Greenwood, IN

July 25-Aug 12, 1994          Locum Tenens, Yakima Valley Farm Workers Association, Walla Walla, WA

July 1992-July 1994            Physician, Library Park Immediate Care, Greenwood, IN

**Teaching**

Oct 14, 2024 – current	Clinical Associate Professor, Clinical Faculty College of Medicine, Community Faculty appointment, WSU Elson S Floyd College of Medicine, Tri-Cities campus
Jan 1, 2024-current	Adjunct Assistant Professor of Family Medicine, Idaho College of Osteopathic Medicine (ICOM), Meridian, ID
May 9, 2023-current	Program Director, MSI-Saint Alphonsus Nampa Family Medicine Residency
Jan 1, 2014 – current	Clinical Preceptor, Community Hospital OB and medicine rotations for 1 <sup>st</sup> , 2 <sup>nd</sup> and 3 <sup>rd</sup> year Family Practice Residents, Full Circle Health, Boise, ID
Sep – Dec 2013	Adjunct Faculty, Anatomy, College of Idaho, Caldwell, ID
Oct-Nov 2004	Clinical Preceptor, University of Utah School of Medicine
Jan-May 1997	Clinical Preceptor, Husson College Family and Community Nurse Practitioner Program, Bangor, ME
Jan -May 1996	Clinical Preceptor, Indiana Wesleyan University School of Nursing, Family Nurse Practitioner Program, Indianapolis, IN
Jan 95-May 1996	Clinical Preceptor, Indiana University School of Nursing, Adult Nurse Practitioner Program, Indianapolis, IN
1987,1988	Tutor, Human Development, Basic Science Tutorial Program, Medical College of Wisconsin, Milwaukee, WI
1983-1984	Teaching Assistant, Elementary Organic Chemistry, Department of Chemistry, Washington State University, Pullman, WA

**Research**

1983-1985	Technician Assistant, Teratology Lab, VCAAP Department, College of Veterinary Medicine, Washington State University, Pullman, WA
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**HOSPITAL**

**Staff**

Active	Nov 2, 2012-current	Medical Staff with Family Practice including Medicine, ICU newborn and obstetric privileges, St Alphonsus Medical Center, Nampa, 4300 Flamingo, Nampa, ID 83687
Active	Sep 1, 2007-Dec 2013, August 1, 2022 - current	Medical Staff with Family Practice privileges, including Emergency Room, Level 4 Trauma Center Dayton General Hospital, 1012 S. 3 <sup>rd</sup> St., Dayton, WA 99328
Active	Nov 12, 1998-June 8, 2007	Medical Staff with privileges in Family Practice and Obstetrics, Mercy Medical Center, 1512 12 <sup>th</sup> Avenue Road, Nampa, ID 83687
Active	Sep 1996-Aug 31, 1998	Medical Staff with privileges in Family Practice and Obstetrics, Waldo County General Hospital, 50 Northport Ave., Belfast, ME
Active	Jul 1994-Sep 1996	Medical Staff with privileges in Family Practice and Obstetrics, St. Francis Hospital and Health Centers, 1600 Albany St., Beech Grove, IN 46107

Curriculum Vitae: Heidi E. Shields, M.D.

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Courtesy	Jul 1994-Sep 1996	Family Practice Department, Community Hospitals Indianapolis, Community Hospital South, 1402 East County Line Rd. South, Indianapolis, IN 46247-0010
Courtesy	Jul 1994-Sep 1996	Family Practice Department, Methodist Hospital of Indiana, 1701 N. Finnet Blvd., P.O. Box 1367, Indianapolis, IN 46206

**Hospital Committee Membership**

January 1, 2024 – current	Medical Executive Committee, GME representative, Saint Alphonsus Nampa Hospital, Nampa, ID
January 1, 2015 – July 1, 2017	Nampa Board, Quality Committee, St Alphonsus Medical Center Nampa
January 1, 2008-Sep 1, 2012	Quality Assurance, Acute Care and Swing Bed Committee, Dayton General Hospital, Dayton, WA
January 1, 2005-June 8, 2007	Credentials Committee, Mercy Medical Center, Nampa, ID
January 1, 2003-December 31, 2004	Chair, Family Practice Department, Medical Executive Committee, Joint Conference Committee, Mercy Medical Center, Nampa, ID
January 1, 2004-December 31, 2004	Chair, Maternal-Fetal Medicine, Mercy Medical Center, Nampa, ID
January 1, 2001-December 31, 2002	Vice-Chair, Family Practice Department, Mercy Medical Center, Nampa, ID
January 1, 2001-December 31, 2002	Performance Improvement Steering Council, Mercy Medical Center, Nampa, ID
Jul 1, 1997-Jun 30, 1998	Pharmacy and Therapeutics Committee, Waldo County General Hospital, Belfast, ME
Sep 3, 1996-Jun 30, 1998	Perinatal Committee, Waldo County General Hospital, Belfast, ME
Jan 1, 1996-Jul 30, 1996	Perinatal Morbidity and Mortality, St. Francis Hospital and Health Centers, Beech Grove, IN
Jan 1, 1995-Dec 31, 1995	Family Practice Department, St. Francis Hospital and Health Centers, Beech Grove, IN

**LICENSURE**

Aug 1, 1994- July 30, 2027	Washington (MD00032028)
Sep 24, 1998-June 30, 2026	Idaho (M-7614)
Jan 1, 2013- Dec 31, 2020	Idaho Supervising Physician (SPHY-7614)
Sep 1, 1996-July 31, 1999	Maine (014357)
Jul 1, 1991-Jun 30, 1997	Indiana (01040530)

Curriculum Vitae: Heidi E. Shields, M.D.

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**CERTIFICATION**

2018 – 2028 (previous certifications: 2001- 2008, 2008 – 2018)	Diplomate, recertification: American Board of Family Practice
1994-2001	Diplomate: American Board of Family Practice
Dec 31, 2024-Dec 31, 2026	Neonatal Resuscitation Provider, American Heart Association and American Academy of Pediatrics (initial certification, October, 1999)
Jan 30, 2024-Jan 30, 2026	Advanced Cardiac Life Support Provider, American Heart Association, (initial certification, July 1991)
Jan 30, 2024-Jan 30, 2026	Basic Life Support, American Heart Association (initial certification, July 1991)

**MEMBERSHIP IN PROFESSIONAL SOCIETIES**

American Academy of Family Physicians  
Ada Canyon Medical Association  
Idaho Academy of Family Physicians

**PUBLICATIONS**

Finnell RH, Shields HE, Taylor SM, Chernoff, GF. Strain differences in phenobarbital-induced teratogenesis in mice. *Teratology* **35**:177-185, 1987.

Finnell RH, Shields HE, Chernoff GF. Variable patterns in anticonvulsant drug induced malformations in mice: comparisons of phenytoin and phenobarbital. *Teratogenesis, Carcinogenesis and Mutagenesis* **7**:541-549, 1987.

Shields HE, Kolesari GL, Kuhlmann RS. Tissue and plasma levels of a teratogenic dose of dopamine in the chick embryo following pretreatment with metoprolol or phosphate buffered saline. *Life Sciences* **46**:1181-1188, 1990.

Shields HE, Taylor SM, Chernoff GF, Finnell RH. Phenobarbital-induced teratogenesis in a mouse model, *Clinical Research* **33-1**:131A, 1985.

Kolesari GL, Shields HE. The effects of metoprolol in the absorption and distribution of a teratogenic dose of dopamine in the chick embryo. *Teratology* **39**:463, 1989.

Kuhlmann RS, Shields HE, Kolesari GL. Altered cardiac parameters in chick embryos treated with a teratogenic dose of dopamine. *Teratology* **41**:572, 1990.

**REFERENCES**

Kyle Terry, M.D., Dayton General Hospital, 1012 S. Third St., Dayton, WA 99328 (509)382-3200

Malatesha Gangappa, Sound Hospitalist Group, Saint Alphonsus Nampa Hospital, 4300 E Flamingo, Nampa, ID 83687 (208)205-0100

Jonathon Bowman, M.D. Terry Reilly Health Services, 207 1st St S, Nampa, ID 83651 (208) 466-7869

Robyn Dreibelbis, DO, FACO FP, Mountain States Institute for Graduate Medical Education and Research, 1401 E Central Drive, Meridian, ID 83642. Cell: 971-241-8588

**CURRICULUM VITAE**  
**MICHAEL F KRUG, MD, FACP**

February 2025

**PERSONAL DATA**

Place of Birth: Livingston, NJ (12/12/1978)

**EDUCATION**

1997-2001 BA, Neuroscience, *magna cum laude*, Columbia University, New York, NY  
2004-2008 MD, *alpha omega alpha*, University of Michigan, Ann Arbor, MI

**POSTGRADUATE TRAINING**

2008-2011 Intern and Resident in Internal Medicine, University of Washington, Seattle, WA  
2011-2012 Chief Resident, Internal Medicine, University of Washington Medical Center, Seattle, WA

**FACULTY POSITIONS HELD**

2012-2015 Acting Instructor, University of Washington  
2015-2021 Clinical Assistant Professor, University of Washington  
2021- Clinical Associate Professor, University of Washington

**HOSPITAL POSITIONS HELD**

2012-2016 Hospitalist, University of Washington Medical Center, Seattle, WA  
2013-2016 Associate Medical Director, Clinical Resource Management, University of Washington Medical Center, Seattle, WA  
2015-2016 Assistant Medicine Clerkship Director, University of Washington Medical Center, Seattle, WA  
2016-2024 Inpatient and Outpatient Internal Medicine Physician, Boise VA Medical Center, Boise, ID  
2016-2024 Associate Residency Program Director, University of Washington - Boise Internal Medicine Residency, Boise, ID  
2025-present Hospitalist, St. Luke's Health System, Boise, ID  
2025-present Medical Director for Physician & APP Education, St. Luke's Health System

**CURRENT EMPLOYMENT**

Hospitalist, St. Luke's Health System  
Medical Director for Physician & APP Education, St. Luke's Health System

**HONORS**

1997 All American, High School Boys' Indoor Track & Field  
2000 First Team Academic All-Ivy  
2000 First Team All-East and Second Team All-Ivy, Varsity Track & Field  
2000 Varsity Captain, Columbia University Cross Country  
2001 Varsity Captain, Columbia University Indoor and Outdoor Track & Field  
2001 *magna cum laude*, Columbia University  
2008 Alpha Omega Alpha National Medical Honor Society inductee  
2009 Intern Excellence in Teaching Award, University of Washington  
2010 Resident Excellence in Teaching Award, University of Washington  
2017 Tina Juul-Dam Excellence in Teaching Award, UW Boise  
2019 Idaho WWAMI Excellence in Teaching Award  
2019 WWAMI Pro Award (fostering core professional values in medicine)  
2020 Richard M. Tucker WWAMI Faculty Excellence in Teaching Award

2021 Richard M. Tucker WWAMI Faculty Excellence in Teaching Award  
2021 Idaho WWAMI Excellence in Teaching Award  
2022 Idaho WWAMI Excellence in Teaching Award  
2024 WWAMI Pro Award (fostering core professional values in medicine)

**BOARD CERTIFICATION**

2011 Certified, American Board of Internal Medicine  
2021 Re-Certified, American Board of Internal Medicine

**LICENSURE**

2011-2016 Washington State Medical License  
2016-present Idaho State Medical License

**PROFESSIONAL ORGANIZATIONS**

2011-2017 Society of General Internal Medicine  
*NW Region President 2015-2016*  
2011-present American College of Physicians  
*Elected Fellow 2018*

**TEACHING RESPONSIBILITIES**

**A. Clinical Teaching/Precepting**

2012-2016 Clinical Teaching, Inpatient Medicine, University of Washington Medical Center  
(~12 weeks per year)  
2016-2024 Clinical Teaching, Inpatient Medicine, Boise VA Medical Center  
(20 weeks per year)  
2016-2024 Clinical Teaching, Perioperative Medicine, Boise VA Medical Center  
(4 hours per week)  
2025-present Clinical Teaching, Inpatient Medicine, St. Luke's Regional Medical Center

**B. Graduate Medical Education**

2011-2012 Chief Resident, University of Washington Med Ctr (50%, responsible for morning report, chief's rounds, noon conference, grand rounds)  
2012-2016 Rotation Director, University of Washington Inpatient Medicine (100%)  
2014-2016 Root Cause Analysis workshop (50%, all senior residents at UW IM residency)  
2016-2024 Associate Residency Program Director, UW Boise (50%, I am chair of Core Competency Committee, chair of Rank committee)  
2019-2025 Chief Resident in Quality and Safety Mentor (100%)  
2019-2020 Dr. Samantha Hersrud  
2020-2021 Dr. Patrick Osterkamp  
2021-2022 Dr. Jesse Keeler  
2022-2023 Dr. James Yan  
2023-2024 Dr. Aaron Spurlock  
2024-2025 Dr. Annika Kohlmeier  
2024-2025 Dr. Jay Koernke  
2021-2025 Den Leader, National Chief Resident in Quality and Safety program (50%, 6-8 chief residents from the western U.S.)

**C. Undergraduate Medical Education**

2011-2012 Chief Resident, University of Washington Med Ctr (50%, responsible for student didactics, physical exam rounds, and morning report)  
2015-2016 Assistant Medicine Clerkship Director, University of Washington Med Ctr

**D. Interprofessional Education**

2014-2016 Foundations of Interprofessional Practice Group Leader (50%, quarterly, 5 professions included)  
2015-2016 Co-Chair, Mock Code Committee, UW Medical Center (50%, 4 professions)  
2016-2017 Co-Chair, Interprofessional Quality Improvement Curriculum (50%, yearly 9 month curriculum, 5 professions)  
2017-2025 Chair, Interprofessional Quality Improvement Curriculum (100%, yearly 9 month curriculum, 7 professions)  
2019-2025 Quality Improvement Elective co-leader (30%, 2 week elective, 3 professions)  
2021-2025 Leader, Patient Safety Workshop (80%, 4x 2 hour workshop, 6 professions)  
2024-2025 Leader, Error Disclosure Workshop (80%, 4x 2 hour workshop, 1 profession)

E. Invited Talks. \*see section 18 of this CV after the bibliography section

**EDITORIAL RESPONSIBILITIES**

2023 Clinical Editor, ACP MKSAP Extension Questions (ID, Neurology, GIM – 36 total)

**SPECIAL NATIONAL RESPONSIBILITIES**

2015-2017 National Leadership Council Member, Society for General IM (SGIM)  
2015-2016 President, Northwest Chapter, Society for General IM (SGIM)  
2020-2021 ACP Board Review Course Curriculum Committee  
2022-2024 ACP Scientific Program 2024 Planning Committee

**SPECIAL REGIONAL RESPONSIBILITIES**

2014-2016 Planning committee member, 2014 and 2016 WA ACP annual meetings  
2014 Chair, Hospital Medicine Pre-course, 2014 Washington ACP annual meeting  
2016 Meeting Chair, 2016 Washington ACP Annual Scientific Meeting  
2017-2024 Planning committee member, Idaho ACP Hindson conference  
2021-2025 Chief Resident in Quality and Safety (CRQS) Den Leader  
2025- Member, Idaho State Board of Education GME Committee  
2025- Member, Idaho State Board of Education UME Committee

**SPECIAL LOCAL RESPONSIBILITIES**

2011-2016 Medical Emergency Response committee member, UW Med Center  
2012-2016 Core Faculty Member, University of Washington IM Residency (Seattle)  
2013-2016 Associate Medical Director for Clinical Resource Management, UW Med Ctr (100%, reducing readmissions lead, clinical resource management physician lead, clinical documentation specialists physician lead, etc)  
2013-2016 Resident Selection Committee Member, UW IM Residency  
2013-2016 Interdisciplinary Rounds Task Force member, UW Med Center  
2017-2024 High Reliability committee member  
2017-2024 Transfusion Utilization committee member  
2020-2022 Chair, Boise VA Inpatient Faculty Development Curriculum  
2017-2025 Chair, Boise VA Interprofessional Patient Safety and QI curricula

**RESEARCH FUNDING**

None

**BIBLIOGRAPHY**

A. Publications in Refereed Journals

1. **Krug MF**, Golob AL, Wander PL, Wipf JE. Changes in Resident Well-Being at One Institution Across a Decade of Progressive Work Hours Limitations. *Acad Med*. 2017;92(10):1480-1484. doi:10.1097/ACM.0000000000001675
2. Albert TJ, Redinger J, Starks H,...**Krug, M** et al. Internal Medicine Residents' Perceptions of Morning Report: a Multicenter Survey. *J Gen Intern Med*. 2021;36(3):647-653. doi:10.1007/s11606-020-06351-7
3. Albert TJ, Bradley J, Starks H,...**Krug, M** et al. Internal Medicine Residents' Perceptions of Virtual Morning Report: a Multicenter Survey. *J Gen Intern Med*. 2022;37(6):1422-1428. doi:10.1007/s11606-021-06963-7
4. Doxey RS, **Krug MF**, Tivis R. The Lunch Conference Diet: Fostering Resident Engagement in Culinary Medicine Through a Curriculum Centered on Changes to Provided Conference Food. *Am J Lifestyle Med*. 2021;15(3):249-255. Published 2021 Feb 19. doi:10.1177/1559827621994499
5. Ronan MV, Gordon KS, Skanderson M, **Krug M**, et al. Contemporary Management and Outcomes of Veterans Hospitalized With Alcohol Withdrawal: A Multicenter Retrospective Cohort Study. *J Addict Med*. Published online March 7, 2024. doi:10.1097/ADM.0000000000001297
6. **Krug MF**, Carrasco A, Christopher AS, Weppner WG. The Impact of Changing From a 6+2 to a 3+1 Residency Block Schedule on Patient Access and Other Outcomes. *J Grad Med Educ* 1 April 2024; 16 (2): 202–209. doi: <https://doi.org/10.4300/JGME-D-23-00471.1>
7. Allaudeen N, Akwe J, Arundel C,...**Krug M** et al. Medications for alcohol-use disorder and follow-up after hospitalization for alcohol withdrawal: A multicenter study. *J Hosp Med*. Published online July 19, 2024. doi:10.1002/jhm.13458

B. Collaborative Authorship

C. MedEdPortal or other peer-reviewed curricula

D. Book Chapters

1. **Krug, M**. “General Medicine Chapter” - Board Basics 3 2012 (ACP published companion to MKSAP)
2. **Krug, M**. “Allergy/Immunology” - Board Basics 3 2012 (ACP published companion to MKSAP)
3. **Krug, M**. “Post Operative Electrolyte Abnormalities” – The Perioperative Medicine Handbook, Springer 2020

E. Published Books, Videos, Software, etc

F. Other Publications

*Published Podcasts*

- Krug, M**. “Teaching Effectively in Large Group Settings”. Mountainlion Podcast. Published 8/22/2019. Played 1042 times as of 4/30/2025.  
<https://soundcloud.com/mountainlion-2/teaching-effectively-in-large-group-setting>
- Krug, M**. and Goldberger, Z. “Atrial Fibrillation”. CMEssentials Podcast, Oakstone CME. Published 10/2024
- Krug, M**. and Abrams, H. “Iron Deficiency Anemia”. CMEssentials Podcast, Oakstone CME. Published 2/2025
- Krug, M** and O’Glasser, A “Perioperative Medicine for the PCP”. CMEssentials Podcast, Oakstone CME. Published 5/2025

*Published Review Questions*

- Krug, M**. Pulmonary Medicine. MKSAP 16 Update 2 - Published 1/15/14 (8



questions authored)

**Krug, M.** Gastroenterology and Hepatology. MKSAP 16 Update 3 - Published 7/31/14 (12 questions authored)

**Krug, M.** Pulmonary Medicine. MKSAP 16 Update 4 - Published 1/15/15 (6 questions authored)

**Krug, M.** General Medicine. MKSAP 17 Update 2 –Published 1/13/17 (6 questions authored)

*Published Educational/Audio Reviews*

**Krug, M.** Practical Reviews in Internal Medicine. Oakstone CME. Written and audio reviews of recently published journal articles for a national CME audience. Author of **176 reviews** between 3/2012-2/2025

<https://oakstone.com/practical-reviews/>

*Published Brief Reviews*

Wong C, **Krug M.** Pearls for the Internist Taking Care of the Patient with a Solid Organ Transplant. SGIM Forum 39(7):9,14,16.

H. Published Abstracts

1. Wolfson S, Graham N, **Krug M**, Farahani A. Monoptic versus dichoptic presentation in the probed-sinewave paradigm. Investigative Ophthalmology & Visual Science Annual Meeting. 2001, May; 42(4):S157.
2. Pizzolato J, Sharma S, Maki R, **Krug M**, Hammershaimb L, Pluda J. Phase I study of Medi-522, an alpha VBeta 2 integrin inhibitor, in patients with irinotecan-refractory colorectal cancer. American Society of Clinical Oncology Annual Meeting. 2003, Jun; 22(1) #983.
3. Sharma S, **Krug M**, Tong W, Kemeny N. Phase I study of escalating doses of fixed rate intrahepatic infusion of gemcitabine via an intrahepatic pump for patients with hepatic metastases from colorectal carcinoma. American Society of Clinical Oncology Annual Meeting. 2003, Jun; 22(1) #1268.
4. Salazar L, Coveler A, Fintak PA, Higgins D, Waisman JR, **Krug M**, Disis ML. Low doses of a plasmid DNA vaccine encoding the HER-2/neu intracellular domain effectively stimulate tumor specific immunity. Breast Cancer Research and Treatment. 2006, Dec; 100(supp 1).

**INVITED TALKS, INCLUDING CME PRESENTATIONS**

Invited National and International Lectures

1. April 26, 2013 “The Effects of a Decade of Progressive Duty Hour Limitations at a Multi-Hospital Internal Medicine Residency Program” National SGIM Meeting 2013
2. May 4, 2016 “Changing Paradigms in Hospital Medicine” ACP Annual National Meeting 2016. Washington D.C. Advances in Medical Therapeutics Precourse
3. March 19, 2017 “Learners in Need” Workshop. AAIM National Chief Resident Meeting
4. March 29, 2017 “Hospital Medicine 2017” ACP Annual National Meeting 2017. San Diego, CA. Advances in Medical Therapeutics Precourse
5. March 18, 2018 “Learners in Need” Workshop. AAIM National Chief Resident Meeting
6. April 18, 2018 “Therapy Pearls in the Inpatient Setting” ACP Annual National Meeting 2018. New Orleans, LA. Advances in Therapeutics Precourse.
7. April 2019 “Teaching Effectively in a Large Audience Setting” Workshop. Alliance for Academic Internal Medicine (AAIM) National Meeting.
8. April 16, 2019 “Learners in Need” Workshop. AAIM National Chief Resident Meeting
9. April 10, 2019 “Therapy Pearls in and Around the Hospital” ACP Annual National Meeting 2019. Philadelphia, PA. Advances in Therapeutics Precourse.
10. November 11, 2021 “Teaching Effectively in a Large Audience Setting” CDIM Webinar.

11. April 10, 2022 “Learners in Need” Workshop. AAIM National Chief Resident Meeting. Charlotte, NC.
12. April 10, 2022 “Morning Report” Workshop. AAIM National Chief Resident Meeting. Charlotte, NC
13. April 11, 2022 “How to Teach Patient Safety Principles Through Simulation” AAIM National Meeting Workshop. Charlotte, NC.
14. April 27, 2022 “Therapy Pearls in the Hospital Setting” ACP Annual National Meeting. Advances in Therapy Precourse. Chicago, IL
15. April 4, 2023 “Unconventional Ideas to Jump Start Your Next 5 Star Didactic Presentation” AAIM National Meeting Workshop. Austin, TX
16. April 26, 2023 “Therapy Pearls in the Inpatient Setting” ACP Annual National Meeting. Advances in Therapy Precourse. San Diego, CA.
17. April 17, 2024 “Therapy Pearls in the Inpatient Setting” ACP Annual National Meeting. Advances in Therapy Precourse. Boston, MA.
18. April 1, 2025 “Advances in Therapy in and around the Inpatient Setting” ACP Annual National Meeting. Advances in Therapy Precourse. New Orleans, LA.

**Invited Regional Lectures**

1. February 27, 2014 University of Washington sponsored Update in Hospital Medicine CME Course “The new anticoagulants”
2. November 6, 2014 Washington ACP Annual Scientific meeting - “Articles that have changed my practice of inpatient medicine”
3. February 6, 2015 NW Regional SGIM meeting - “Update in Hospital Medicine”
4. May 29, 2015 Washington ACP Spring Scholarship Day: “Getting Credit for the Work That You Do”
5. February 5, 2016 NW SGIM – “NW Region Update and Business Meeting”
6. May 20, 2016 Washington ACP Spring Scholarship Day: “Career Mentoring and Getting Credit for the Work that You Do.”
7. November 12, 2016 Washington ACP Annual Scientific Meeting: “Psychiatry Pearls: A Q&A between an internist and a psychiatrist”
8. January 14, 2017 Idaho Annual ACP Meeting: “Hospital Medicine 2017: Recent Guidelines and Articles that Have Changed My Practice”
9. January 13, 2018 Idaho Annual ACP Meeting: “Update in Hospital Medicine”
10. July 26, 2019 “ECGs for the ABIM Boards.” Seattle ACP Board Review Course.
11. July 27, 2019 “Hospital Medicine for the ABIM Boards.” Seattle ACP Board Review Course.
12. July 22, 2021 “Hospital Medicine for the ABIM Boards.” Washington ACP Board Review Course (virtual)
13. July 23, 2021 “ECGs for the ABIM Boards.” Washington ACP Board Review Course (virtual)
14. January 22, 2022 “How to Promote Patient Safety Principles Through Simulation” Combined Northwest/California SGIM Regional Meeting (virtual)
15. July 21, 2022 “Hospital Medicine for the ABIM Boards” Washington ACP Board Review Course (virtual)
16. July 22, 2022 “ECGs for the ABIM Boards” Washington ACP Board Review Course (virtual)
17. July 20, 2023 “Hospital Medicine for the ABIM Boards” Washington ACP Board Review Course (virtual)
18. July 21, 2023 “ECGs for the ABIM Boards” Washington ACP Board Review Course (virtual)
19. March 8, 2024 “Update in Inpatient Internal Medicine” Northwest SGIM Regional

Meeting

Invited Local Lectures (Lectures delivered to small audiences or exclusively to trainees have been excluded for brevity. I have delivered 3-5 invited lectures per year to trainees since 2014)

1. October 20, 2011 "Clinical Problem Solving with Dr. Lawrence Tierney" co-presenter. University of Washington DOM Grand Rounds
2. June 7, 2012 "Resident Duty Hours, or: How I Learned to Stop Worrying and Love the ACGME." University of Washington DOM Grand Rounds (Seattle)
3. October 22, 2015 "Update in Decompensated ESLD" Boise VA Grand Rounds
4. November 24, 2015 UW Morbidity & Mortality Conference - "VRE flare" and "Severe AKI due to Antibiotic Toxicity"
5. February 5, 2016 NW Region Update and Business Meeting, NW SGIM
6. September 8, 2016 "Update in Hospital Medicine" Boise VA Grand rounds
7. October 5, 2017 "Misses, Near Misses, and other things I am terrified of" Boise VA Grand Rounds
8. March 8, 2018 "Role Modeling and the Hidden Curriculum" Boise VA interprofessional faculty development series (BACHE)
9. May 10, 2018 "Effective Large Audience Teaching" Boise VA interprofessional faculty development series (BACHE)
10. May 31, 2018 "Therapy Pearls in the Inpatient Setting". Boise VA Grand Rounds
11. February 6, 2020 "Practice Changing Advances in Hospital Medicine", Boise VA Grand Rounds
12. September 2, 2020 "Inpatient Diabetes Management" Boise VA Inpatient Faculty Development Series
13. December 10, 2020 "Best Practices in Virtual Teaching", Boise VA interprofessional faculty development series (EDUCATE)
14. January 13, 2021 "How to Teach Acid-Base" Boise VA Inpatient Faculty Development Series
15. February 17, 2021 "Updates in Acute Care Medicine" Boise VA Grand Rounds
16. March 31, 2021 "Practice Changing Pearls In and around the Hospital" Ada County Medical Society Grand rounds
17. February 22, 2022 "Improving Patient Safety at the Boise VA" Boise VA Grand Rounds
18. March 30, 2023 "Updates in Hospital Medicine" Boise VA Grand Rounds
19. February 14, 2024 "Innovative Presentation Styles to Jump Start Your Next Didactic Session" University of Pennsylvania Grand Rounds (virtual)
20. February 29, 2024 "Updates in Inpatient Medicine" Boise VA Grand Rounds

# Elizabeth O'Donnell, M.D.

Elizabeth.ODonnell@Pediatrix.com  
Cell 832.867.7116

## Professional Mission Statement

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To provide compassionate, quality medical care to the youngest human beings and their families, to continue to learn evidence-based therapies, share this knowledge, and advance the practice of neonatal medicine in a cost-efficient manner.

## Qualifications

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I am an experienced neonatologist who works within the private practice sector and academic community.

I have a passion for program development and value work within an interdisciplinary team setting.

## Certifications

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- American Board of Pediatrics
- American Board of Pediatrics, Sub-Board of Neonatal-Perinatal Medicine
- Neonatal Resuscitation Provider and Instructor

## Medical Licensures include

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- Texas, Active
- Idaho, Active
- Utah, Active
- Maine, Inactive
- New Jersey, Inactive

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Curriculum Vitae

## Education

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|-----------------------|--|
| June 1970 – May 1974  | University of the Philippines, Quezon, City, Philippines<br>B.S. in Zoology, College Scholar                   |
| June 1974 – May 1978  | University of the Philippines, Manila, Philippines, Doctor of Medicine<br>ranked 10 in a class of 125          |
| May 1978 – April 1979 | Makati Medical Center, Philippines, Awarded Rotating Medical<br>Internship Most Outstanding Intern of the Year |
| July 1980 – June 1982 | University of Medicine and Dentistry of New Jersey, Newark, N.J.<br>General Pediatrics Residency Training      |
| July 1982 – June 1984 | University of Medicine and Dentistry of New Jersey, Newark, N.J.<br>Neonatal Fellowship Training               |

## Professional Experience

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|--------------------------------|--|
| July 1984 – June 1987          | United Hospitals Medical Center, Children's Hospital of New Jersey,<br>attending pediatrician in the Pediatric ICU, had teaching<br>responsibilities for fellows, residents and medical students |
| July 1987 – March 1989         | Neonatology and Pediatric Associates, Houston, TX private practice<br>of general pediatrics and neonatology  |
| March 1989 –<br>September 1990 | St. Joseph Hospital, Houston, TX, contract Neonatologist   |
| October 1990-<br>November 1996 | St. Joseph Neonatology Consultants, PA, Houston, TX,<br>Neonatologist  |
| November 1996 -<br>Present     | Pediatrix Medical Group (Acquired St. Joseph<br>Neonatology Consultants, PA), Neonatologist<br>NICU Medical Director   |

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### Current Hospital Affiliations:

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- Portneuf Medical Center — Pocatello, ID
- Eastern Idaho Regional Medical Center — Idaho Falls, ID
- Texas Children's Hospital — Houston, TX
- Timpanogos Regional Hospital — Orem, Utah

### Professional Organization Memberships:

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- American Academy of Pediatrics, section of Perinatal Medicine
- American Academy of Pediatrics, Idaho Chapter
- University of the Philippines Alumni Association in America
- Idaho Medical Association

### Scientific Research and Presentations

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#### Abstracts:

April 1983	S. Sun, E. Delacruz, A. Baldomero: Serum Osmolarity in Sick Newborns. Pediatric Research
April 1983	T.J. Wei, S. Sun, V. Kamtorn, A Bautista, E. Delacruz, Continuous End —Tidal CO2 Monitoring in Respiratory Distress Syndrome. Pediatric Research
April 1984	A. Koons, E. Delacruz, H. Graber: What Price Pneumothorax? Pediatric Research
April 1984	A. Koons, E. Delacruz, V. Kamtorn., S. Sun: Influence of Perinatal and Pharmacologic Factors on Cerebral Blood Flow in Infants. Pediatric Research
2019	C. Passey, J. Erramouspe, [...], and E. O'Donnell, Current Therapeutic Research, Clinical and Experimental Concurrent Quinidine and Phenobarbital in the Treatment of a Patient with 2 KCNT-1 Mutations, Published on line 2019 February 28.

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Curriculum Vitae

**Publications:**

- |      |   |
|------|---|
| 1983 | S. Sun, T.J. Wei, A. Bautista, E. DelaCruz, Continuous End-Tidal CO2 (PE CO2) Monitoring in Respiratory Distress Syndrome. Journal of Perinatal Medicine. Vol. 12, Suppl 1, p81 |
| 1983 | DelaCruz, et. al, Multiple Congenital Malformations Association with Maternal Isotretinoin Therapy 2 PEDIATRICS Vol. 74 No. 3 September 1, 1984 pp. 428-430                     |
| 1983 | A. Kline, E. DelaCruz. Group B Streptococcus as a Cause of Neonatal Bullous Skin Lesions. The Pediatric Infectious Disease Journal 1993; 12(2):165.                             |

**Presentations:**

- |               |   |
|---------------|---|
| May 1983      | S. Sun, E. DelaCruz, A. Baldomero. Serum Osmolarity in Sick Newborns (Abstract). Presented at a Poster Session in New Orleans, L.A. APS/SPR   |
| June 1983     | S. Sun, E. DelaCruz, A. Baldomero. Serum Osmolarity in Sick Newborns. Oral presentation at the New Jersey Thoracic Society Meeting  |
| June 1990     | E. O'Donnell, Assessment and Management of the Hypoxic Newborn. Presented at the Symposium on the Fetoplacental Pathology of the Brain Damaged Infant, St. Joseph Hospital, Houston, TX |
| February 1991 | E. O'Donnell, Neonatology Update, Asian Physicians Conference, Ritz-Carlton Hotel, Houston, TX  |
| June 2014     | E. O'Donnell, Periviable Births, Cassia Regional Medical Center, Burley, ID   |
| November 2020 | E. O'Donnell, Nursing Grand Rounds Presentation, Neonatal Abstinence Syndrome, Portneuf Medical Center, Pocatello, Idaho  |

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Curriculum Vitae

### Multi-Center Trials:

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Early 1990's	Participated in the early Exosurf for the treatment of respiratory distress syndrome, St. Joseph Hospital, Houston, TX
2000-2004	Participated in the Glutamine trials in premature infants, St. Joseph Hospital, Houston, TX
2008-2011	Efficacy of Intravitreal Bevacizumab in stage 3+ Retinopathy of Prematurity Co-investigator, St. Joseph Medical Center, Houston, TX
2011-2012	How Illness and Nutritional Support Influence Amino Acid and Acylcarnitine Profiles in Premature Neonates, St. Joseph Medical Center, Sponsored by Pediatrix Medical Group

### Teaching Responsibilities

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July 1987-August 2013	St. Joseph Hospital, OB-Gyn Residency Program, Houston, TX, Volunteer Faculty
July 1987-August 2013	St. Joseph Hospital, Family Practice Residency, Houston, TX, Site Program Director for The Dept. of Pediatrics
July 1987-August 2013	St. Joseph Hospital Transitional Intern Program, Houston, TX, Volunteer Faculty, Site Program Director for the Department of Pediatrics
1994-1996	Clinical supervision of Neonatal Nurse Practitioner Students
August 2009-August 2013	Assistant Clinical Professor— Department of Pediatrics — University of Texas Medical Branch, Galveston, TX
January 2012-August 2013	Academic Chief for the Dept. of Pediatrics St. Joseph Medical Center, Houston, TX
January 2014-present	Idaho State University, Family Medicine Residency Program, Adjunct Faculty
February 2014-present	Clinical Supervision and teaching of Neonatal Nurse Practitioner Students
January 2015-present	University of Washington, Department of Pediatrics, Adjunct Faculty



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## **Professional Positions and Appointments**

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1984 -1987	Bioethics Committee, United Hospitals Medical Center, Newark, N.J.
1990-1992	Credentials Committee, St. Joseph Hospital, Houston, TX
1990-1998	NICU Medical Director, Columbia East Houston Medical Center, Houston, TX
1991-2000	Pediatric CQI, St. Joseph Hospital, Houston, TX
1993-1994	Laboratory Committee, St. Joseph Hospital, Houston, TX
1994-1995	Chair, Dept. of Pediatrics, St. Joseph Hospital, Houston, TX
1994-1995	Medical Staff Executive Committee, St. Joseph Hospital, Houston, TX
1994-1995	Academic Chiefs and Chairmen Committee, St. Joseph Hospital, Houston, TX
1994-1996	Medical Staff Ad Hoc Committee, St. Joseph Hospital, Houston, TX
1994-1996	Special Care Committee, Christus St. Joseph Hospital, Houston, TX
1996-2009	Medical Director, Pediatrix Medical Group of Texas, Houston, TX
1997-2013	Patient Advocacy Committee, St. Joseph Hospital, Houston, TX
1997-1999	Houston Metropolitan Health Network, Credentials Committee, Houston, TX
1998-1999	CME Coordinator, Dept. of Pediatrics, St. Joseph Hospital, Houston, TX
1999-2001	Physician Ad Hoc Committee, Columbia East Houston Medical Center, Houston, TX
1999-2001	Co-Chair, Dept. of OB Gyn/Pediatrics, Columbia East Houston Medical Center, Houston, TX
1999-2001	Medical Executive Committee, Columbia East Houston Medical Center, Houston, TX
2000	Ethics Committee, Columbia East Houston Medical Center, Houston, TX
2000	Ad Hoc Pediatric Task Force Group, St. Joseph, Houston, TX
2002-2012	Chair, Dept. of Pediatrics, St. Joseph Hospital, Houston, TX

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2002-2012	Performance Improvement Committee, St. Joseph Medical Center, Houston, TX
2004-2012	Peer Review Committee, Pediatrix Medical Group of Texas
2009-2013	Director of Practice Development, St. Joseph Medical Center, Pediatrix Medical Group of Texas
2010-2014	Texas Pediatric Society — Committee on Fetus and Newborn
2010-2014	Texas Pediatric Society — Committee on Children with Disabilities
2012-2013	Member at Large, Medical Executive Committee, St. Joseph Medical Center
2012-2013	Performance Improvement Committee, Dept of OB/GYN, St. Joseph Medical Center
2012-2013	Pharmacy, Therapeutics & Dietetics Committee, St. Joseph Medical Center
2012-2013	Infection Control Committee, St. Joseph Medical Center 2014
2014-Present	NICU Medical Director, Portneuf Medical Center, Pocatello, ID
2014-Present	Pharmacy & Therapeutics - Portneuf Medical Center, Pocatello, Idaho
2014- Present	NICU Medical Director, Transport Team, Portneuf Medical Center, Pocatello, Idaho
2014-2016	Continuing Medical Education Committee - Eastern Idaho Regional Medical Center, Idaho Falls, Idaho
2015-Present	Infection Control Committee Member, Portneuf Medical Center, Pocatello, Idaho
2015-Present	Transfusion Committee, Portneuf Medical Center, Pocatello, Idaho
2015-2017	Ethics Committee, Portneuf Medical Center, Pocatello, Idaho
2018-2021	Chair Womens & Childrens Family Medicine Service Line & Medical Executive Committee Representative: Portneuf Medical Center, Pocatello, Idaho
2021-2022	Portneuf Medical Center, Medical Staff Quality Committee
2021 - 2022	President Elect, Medical Staff, Portneuf Medical Center, Pocatello, Idaho

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2023 - 2024      President, Medical Staff, Portneuf Medical Center, Pocatello, Idaho

2025 - Present      Portneuf Medical Center – Ethics Committee

## **Experience and Achievements**

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Participated in the strategic planning and opening of the Family Birth Center at St. John Hospital, Clear Lake, TX

Assisted in the strategic planning of Women's and Children's Services at Columbia East Houston Medical Center, including the design of its NICU

Contributed to the nursery design and neonatology staffing model for Christus St. Catherine Hospital, including its expansion project

Coordinated the establishment of hearing screen programs at various community hospitals in the Greater Houston area with oversight of these programs

Monitored bench marking data to direct continuing quality improvement initiatives in the NICU

Participated in the development of NICU patient safety program

Southeast Idaho Business Journal 2016 Professional of the Year Finalist

Integrated neonatologists into a group practice with common shared principles, missions and clinical practice guidelines

Specified job expectations for staff neonatologists and NNPs as well as implemented a code of conduct

Participated in Business Development Initiatives, Pediatrix Medical Group

Collaborated with Portneuf Medical Center to establish the hospital as a breast milk donor collection site.

Recipient, Idaho State Journal, Women of Influence, Lifetime Achievement Award, 2022

Recipient, Pocatello-Chubbuck Chamber of Commerce, Minnie Howard Award, 2023

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## Quality Improvement Initiatives

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### Admission Temperature

Newborns, especially if premature, commonly become hypothermic. Hypothermia on admission has been associated with increased morbidity. Working as a team, adopting several simple and effective techniques, we were able to significantly optimize admission temperature

### Central Line Insertion and Maintenance

Central line infections are common in the NICU and are associated with significant morbidity and mortality. Improving key elements of central line insertion and maintenance has reduced our incidence of catheter associated infections to zero in the last 10 years at St. Joseph Medical Center and last 2 years at Portneuf Medical Center..

### Feeding Guidelines/Minimizing Necrotizing Enterocolitis

Accepted and Credited by the AAP/ABP

### Enhancing Breast Milk Use

Credited by the AAP/ABP

### Minimizing Prescription Errors

Credited by the AAP/ABP

### Decreasing Accidental Extubations in the NICU

Credited by the AAP/ABP

### Decreasing Pneumothorax Rates in the NICU

### Implementing the Golden Hour in the NICU

### Implemented an Antibiotic Stewardship Initiative

### NICU Golden Hour Initiative

Portneuf Medical Center, 2021

### Decreasing Accidental Extubations in the NICU

Portneuf Medical Center, 2019

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## **Community Service Activities**

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Steering Committee Member for the Construction of St. Catherine Montessori School Campus, Houston, TX

Volunteer for Career Day Presentations at local community schools

Pediatric team captain for the Houston March of Dimes Walk America event

Support Staff and Rider for the MS 150 Bike Tour from Houston to Austin (2010-2013)

Mentor, Observership program for high school, college students and foreign medical students, St. Joseph Medical Center, Houston, TX

Implementing a Continuity of Care for Substance Use Disorder in Pregnancy, Portneuf Medical Center, Pocatello, ID

Career Day Observership Mentor, Portneuf Medical Center, Pocatello, ID

Collaboration with Idaho State University on interdisciplinary care (2022 – Present)

**Karen Cabell, D.O., M.B.A.**  
3253 S Signal Point Road | Post Falls, ID  
406.690.2094 | [charandlo@gmail.com](mailto:charandlo@gmail.com)

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### Professional Summary

Experienced physician executive and results driven leader with a proven track- record of delivering positive results in the areas of physician practice operations, service line development, strategic planning, budget and operational efficiency and governance. Recognized ability to plan, organize and achieve results in health system quality, safety, process improvement, patient and employee engagement, and population health. Extensive experience in board leadership and support, community alignment and collaboration with external organizations.

### Core Leadership Competencies

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- |   |  |
|---|--|
| • Strategy and Strategic Planning       | • Process Improvement                    |
| • Relationship Building                 | • High Reliability and Culture of Safety |
| • Community Involvement and Support     | • Creative Problem Solving               |
| • Regional Growth and Collaboration     | • Restructuring and Growth               |
| • Strategic Partnerships                | • Effective Communication                |
| • Board Leadership                      | • Change Management                      |
| • Mentorship / Professional Development |  |
| • Physician Dyad Leadership Development |  |
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### EXPERIENCE

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**Kootenai Health**, Coeur d'Alene, ID January 2017 to present  
*Three hospital system, anchored by a 330 bed tertiary care referral center and teaching hospital, medical group with 40+ clinic locations, total 800+ medical staff and \$1.10 billion net revenues serving northern Idaho, western Montana, and eastern Washington. Recognized as ACS Level II Trauma Center, Level III NICU, Leapfrog A Safety Rating, ANCC Magnet® designated hospital since 2006, member hospital of the Mayo Clinic Care Network since 2014, Gallup Great Workplace Award® winner since 2016.*

#### Chief Physician Executive

September 2018 to present

Responsible for strategic planning, capital and operating budgets, personnel management, and directing operations of a rapidly growing multispecialty and primary care group practice, Kootenai Clinic, with over 620 caregivers, including 320 physicians and advanced practice providers in 30 specialties at 40 locations.

Key accomplishments:

- Developed physician and dyad leadership structure across four divisions to drive alignment of quality, patient experience, appropriate costs and caregiver wellbeing.
- Led successful integration and employment of 105 new providers over the last 3 years including acquisition of neurosurgical, pulmonary critical care, and primary care practices, as well as starting new programs in pediatric hospital medicine, OB/ GYN hospital medicine, and orthopedic trauma programs.
- Identified strategic planning gaps in key service lines leading to an overall Kootenai Clinic strategic plan, with additional service line plans completed or in progress across all major specialties and primary care.

Developed management structure between hospital operations and physician practice groups into joint operating committees to drive provider alignment with organizational mission, vision and values.

- Created a physician leadership training curriculum for medical directors and administrative leaders including strategic planning, agenda and meeting management, goal setting and support in process improvement.
- Responsible for negotiating with independent practices in a variety of arrangements including professional service agreements and joint ventures.

Board responsibilities include leading the board patient safety and experience subcommittee, serving on the Kootenai Health community board, including board retreats, board governance education, and board strategic planning. Additionally, serve on the Kootenai Outpatient Imaging board, and function in externally facing roles representing Kootenai Health in community and strategic partnerships.

Led incident command operations division for our emergency response efforts with the COVID- 19 pandemic.

- Established and operated a drive through testing center for community testing, performing over 90,000 COVID -19 tests, and a community vaccine clinic which performed over 24,000 COVID – 19 vaccinations.
- Led infection prevention and medical division protocols for personal protective equipment use and conservation strategies, testing protocols for medical and pre- procedural patients.
- In collaboration with the Chief Nursing Officer, created cohorted patient care units, expanding staffing models by nursing and providers to care for COVID-19 patients through two surges.
- Created post acute care facility coordination committee to address post acute care partnerships, including a cohorted “hospital at home” unit through an assisted living facility to assist with hospital capacity constraints.
- Coordinated with local and regional hospital CMOs for capacity planning.

Responsible for care management services across the continuum of care, including nursing care management and case management, utilization management, social services, and clinical documentation improvement.

- Restructured and aligned the various functions under a single leadership structure to drive outcomes.
- Built utilization management and clinical documentation improvement program partnering RNs and a multispecialty cohort of physician advisors, leading to a 20% reduction in avoidable denials and an average of \$4.5 million in incremental revenue annually from more accurate capture of case mix index.
- Developed and implemented an integrated behavioral health program within primary care clinics, using the collaborative care model of a psychiatric consultant with imbedded social workers.
- Developed and implemented chronic care management, transitions of care management, and high risk patient care management programs, reducing admissions for ambulatory sensitive conditions by 35%, and reducing readmissions by 30% for enrolled patients.

Oversight and development of the medical staff services department, including launching of a physician well being program including peer support, and an electronic medical staff services platform.

- Led medical staff review process and redesign of committees and governance to improve physician engagement and participation. Executive lead for medical executive, credentials, and multidisciplinary peer review committees.
- Identified need for, and led efforts in medical staff bylaws complete revision.

Responsible for clinical research, continuing medical education, graduate and undergraduate medical education.

- Serves as the designated institutional officer for our ACGME accredited family medicine residency, which includes a placement rate of over 60% of graduates into primary care practices within the service area.
- Leading collaboration as a clinical campus for University of Washington School of Medicine's multistate medical education program called WWAMI for undergraduate medical education, graduate medical education and fellowship training. Additional affiliation agreements with Washington State University and Pacific Northwest University medical schools for clinical rotations, as well as University of Idaho residency programs.
- Developed an ACCME certified continuing medical education program.
- Research programs span clinical trains in various diseases in cardiology, oncology, surgery and primary care.

**Medical Director, Kootenai Care Network**

January 2017 to present

*Regional clinically integrated network, including 630 independent and employed providers and 78,000 covered lives. Contracts include Medicare Shared Savings Program, Medicare Advantage plans, insurance exchange qualified health plans, commercial plans and direct to employer plans.*

**Key accomplishments:**

- Responsible for aligning employed and independent physicians and advanced practice professionals for the rapidly growing clinically integrated network around high value care at optimal costs.
- Engagement of over 60 physician volunteers serving on various network board committees, including the Kootenai Care Network Board, Kootenai Accountable Care Board, and various subcommittees for membership, quality, contract and finance, and health information technology.
- Led activities to achieve year over year quality metric improvements, including 14-18% improvements in cancer screening, vaccinations and diabetes control. ACO Quality Score of > 95% for first three years of performance.
- Development of multiple clinical pathways in chronic disease conditions requiring co- management between primary care and specialty care.
- Developed and served as faculty for a provider training curriculum for improvement of documentation that accurately reflects the risk burden of contracted patient populations with HCC RAF score improvements of 0.1 to 0.25, depending upon the plan.
- Achieved shared savings of over \$14 million in the first two years of Medicare Shared Savings Program through a combination of utilization management, care coordination and clinical pathways.

**Chief Quality Officer**

January 2017 to September 2018\*

Responsible for strategic direction and organizational outcomes in quality, patient safety, risk management, infection prevention, regulatory, and clinical and operational analytics. \*As chief physician executive, these responsibilities and programs are under my leadership, and have continued to mature.

- Led the development and implementation of culture of safety and high reliability training, including safety tools, just culture training, patient safety event review process, tiered daily huddle system, and executive rounding program, leading to an improvement of 25%tile points in culture of safety survey results as well as a reduction in serious safety events.
- Developed and implemented a robust process improvement program that led to several operational improvements in emergency department (LWBS reduction from 4% to 1.5%) and hospital throughput (LOS reduction of 1.2 days), accuracy in medical necessity leading to reductions in avoidable denials, improvements in results reporting in clinic settings, and in sepsis mortality, among other projects.
- Led initiatives to improve value based purchasing performance including a reduction in O/E mortality from 1.17 to 0.85, and reductions in hospital acquired infections and patient safety



indicators, leading to positive performance in the hospital based purchasing programs and improvement from CMS 3 star to CMS 4 star.

**Internal Medicine Physician - Hospitalist**

January 2017 – present

- Maintained active medical staff status working limited shifts as a hospitalist.

**PRIOR EXPERIENCE**

**Billings Clinic, Billings, MT**

August 2003 to January 2017

*290 bed regional referral center and health system serving patients in Montana, western Dakotas and northern Wyoming. Integrated multi-specialty group practice with 400+ physicians and advanced practice providers, with net revenues of \$550 million.*

**Chief Quality and Patient Safety Officer**

February 2015 – January 2017

- Executive responsibility for hospital, clinic, long term care and regional quality, patient safety, care management, population health and clinically integrated network processes.
- Primary accountability for strategic planning, governance, budget, capital, personnel management, process improvement and change management leading a staff of 90 individuals with a departmental budget of \$ 9 million.
- Representing Billings Clinic, scope of responsibilities included presenting at local, regional and national meetings in quality, patient safety, physician leadership, population health and healthcare IT and leading the board quality and patient safety committee.
- Led the Executive Steering Committee on behalf of three Prospective Payment System hospital systems in Montana (including Billings Clinic) for the formation of a Region Clinically Integrated Network, and led the effort to create a local Clinically Integrated Network with Billings Clinic and 10 affiliated Critical Access Hospitals in our primary, secondary and tertiary service area.
- Population health primary accountabilities and experience included leading the Medicare Shared Savings Program (Track 1), Medicare Advantage performance for three payers, including one that was wholly owned by Billings Clinic, and several commercial contracts that range from Shared Savings, Pay for Performance, and Care Management.

**Associate Chief Quality and Patient Safety Officer**

August 2013 - February 2015

- Worked in collaboration with the Chief Quality and Patient Safety Officer on quality and patient safety initiatives.

**Chief Medical Information Officer**

January 2009 - January 2014

- Reporting to the chief medical officer, led change management to engage clinicians in the use of electronic health record and adopt clinical decision support to enhance quality, safety and value of healthcare provided.
- Accountability as the physician leader to the information services department in strategic planning, capital planning and budget and provided operational, tactical and strategic direction.

**Medical Director of Diabetes**

2003 to 2006

- Reporting to the department chair of internal medicine, led the development of diabetes registry capabilities for Billings Clinic's participation in the Physician Group Practice Demo with CMS. Drove primary care provider NCQA Diabetes Recognition Program certification, with over 90% of primary care providers at Billings Clinic achieving certification, the first in the state of Montana.
- Developed a multidisciplinary diabetes clinic in collaboration with endocrinology, internal medicine, podiatry, diabetes educators, registered dietitians, and social work.

**Internal Medicine Physician**

August 2003 – January 2017

- Inpatient and outpatient internal medicine physician, with a clinical focus on diabetes, women's health, and wellness.

**EDUCATION**

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<b>Kelley School of Business, Indiana University</b> , Bloomington, IN <i>Master of Business Administration</i>	August 2017
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<b>Ohio University College of Osteopathic Medicine</b> , Athens, OH <i>Doctor of Osteopathic Medicine</i>	June 2000
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<b>Indiana University</b> , Bloomington, IN <i>Bachelor of Science, Biology</i>	May 1993
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**POST GRADUATE EDUCATION**

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<b>Internal Medicine Residency</b> , Columbus, OH <i>Residency July 1, 2000 to June 30, 2003</i> <i>Chief Resident July 1, 2002 to June 30, 2003</i>	June 2003
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**COMMUNITY SERVICE**

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AHA Region 8 Policy Board	2022 to 2024
Board Member, Hospice of North Idaho, Coeur d'Alene, ID	2019 to present
Governor's Task Force Member, COVID testing programs	2020 to 2022
Governor's Task Force Member, COVID vaccination programs	2020 to 2022
Board Member, Community Medical Center, Missoula, MT	2015 to 2017
Montana Pediatric Diabetes Camp Counselor and Physician	2004 to 2008
Youth Soccer Coach, Yellowstone Soccer Association, Billings, MT	2005 to 2006

Revised 07/24/2025

CURRICULUM VITAE  
Margaret Hayes Baker, MD, FACP

East Falls Family Medicine, LLC  
July, 2025  
[hayesbaker@gmail.com](mailto:hayesbaker@gmail.com)

EDUCATION

Samford University	Bachelor of Science, Biology and Spanish 08/2003—05/2007, Magna Cum Laude
University of Mississippi Medical Center School of Medicine	Doctor of Medicine 08/2008-05/2012

POSTGRADUATE TRAINING

University of Virginia Health System 1215 Lee St. Charlottesville, VA 22903	Internal Medicine Residency 07/2012-06/2015
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POSTGRADUATE HONORS AND AWARDS

Preceptor of the Year Award	Magnolia Regional Health Center 2017
Process Improvement Award	Magnolia Regional Health Center 2017
Patient Safety Award	Magnolia Regional Health Center 2018
Department of Medicine Teaching Award	Alpert Medical School of Brown University 2023

PROFESSIONAL LICENSES AND BOARD CERTIFICATION

American Board of Internal Medicine	Certification 2015—present
Mississippi State Board of Medical Licensure	2015—2025
Tennessee State Board of Medical Licensure	2020—2023

Idaho State Board of Medical Licensure 2025—present

ACADEMIC APPOINTMENTS

Associate Professor of Medicine Magnolia Regional Health Center  
2015-2022

Assistant Professor of Medicine Alpert Medical School of Brown University  
2022—2025

GRADUATE MEDICAL EDUCATION APPOINTMENTS

Core Faculty Member Magnolia Regional Health Center  
Internal Medicine Residency 2015-2022

- Formally mentored three residents each academic year, assisted in career planning, formally lectured to residents 6-8 times per academic year, served on GME-related committees.

Internal Medicine Associate Program Director Magnolia Regional Health Center  
2018-2019

- Assisted the Program Director in oversight of all aspects of our training program: planning and executing resident recruitment, ensuring compliance with all ACGME standards, and development of the Clinical Learning Environment Review curriculum.

Internal Medicine Program Director Magnolia Regional Health Center  
2019-2022

- Responsible for: didactic and rotational curriculum development, resident evaluation oversight including milestone mapping, resident recruitment, faculty recruitment and retention, faculty development, maintenance of accreditation, and oversight of the Clinical Competency Committee and Program Evaluation Committee.

Core Faculty Member Alpert Medical School of Brown University  
Internal Medicine Residency 2023—2025

Providence VA Residency Site Director Alpert Medical School of Brown University  
Internal Medicine Residency 2023—2025

- Work closely with the Brown University Internal Medicine Program leadership team to implement program goals and curriculum and create a positive learning environment at the Providence VA Medical Center. Responsible for VA faculty excellence and faculty development.

Designated Institutional Officer Eastern Idaho Regional Medical Center  
2025—present

- Oversee Graduate Medical Education for the Sponsoring Institution and Internal Medicine, Family Medicine and Psychiatry programs at EIRMC. Responsible for ACGME accreditation and ensuring excellent training is a priority across the institution.

HOSPITAL APPOINTMENTS

Staff Physician, General Internist	Magnolia Regional Health Center 08/2015-06/2022
Director, Magnolia Hospitalist Group	Magnolia Regional Health Center 2019—2022
Staff Physician, Hospitalist	Providence VA Medical Center 07/2022—06/2025
Associate Chief Hospitalist	Providence VA Medical Center 2023
Division Chief, Hospitalist	Providence VA Medical Center 2023—2025
Staff Physician, General Internist	Eastern Idaho Regional Medical Center 2025—present

GRADUATE MEDICAL EDUCATION COMMITTEES

Member, Program Evaluation Committee	Magnolia Regional Health Center 2015—2022
Member, Graduate Medical Education Committee	Magnolia Regional Health Center 2015—2022
Clinical Competency Committee	Magnolia Regional Health Center
Member	2015—2022
Chair	2018—2022
○ As Chair, I organized and conducted bi-annual CCC meetings and called ad-hoc meetings as needed for struggling learners.	
Member, Residency Selection Committee	Alpert Medical School of Brown University 2022—2025
Member, Program Evaluation Committee	Alpert Medical School of Brown University 2023—2025
Member, Residency Management Group	Alpert Medical School of Brown University 2023—2025

HOSPITAL COMMITTEES

Physician Liaison, Heart Failure Readmission Reduction Team	Magnolia Regional Health Center 2016—2018, 2020—2021
Physician Liaison, Antimicrobial Stewardship Committee	Magnolia Regional Health Center 2017—2018
Peer Review Committee	Magnolia Regional Health Center
Member	2017—2019
Chair	2018—2019
○ As Chair, I revised the screening criteria based on evidence-based principles. Implemented a system to ensure appropriate number and category of cases were reviewed each month. Reported committee progress at quarterly Medical Staff meetings.	
Peer Review Committee	Providence VA Medical Center
Member	2023—present

PROFESSIONAL MEMBERSHIPS AND ACTIVITIES

American College of Physicians	2012—present
Elected Fellow	2019
Certificate in Physician Leadership	2017—2019
○ Completed two-year leadership course sponsored by American College of Physicians (ACP) and American Association for Physician Leadership (AAPL) that involved online classes, small group workshops, elective courses, and a longitudinal project. My project, “Helping Residents see Clearly” was chosen for presentation at the national ACP conference.	
Alliance for Academic Internal Medicine	2015—present
Medical Education Research Committee	
Member	2020—present
Vice Chair	2021—2023
Chair	2023—present
○ As Vice-Chair, I led a workgroup that focused on the Impact of the Change to Step 1. Along with the Chair, I worked with AAIM leadership to revise the charge for our committee and begin a medical education research consulting role to AAIM members and subgroups.	
○ As Chair, I am responsible for ensuring the committee’s charge is met, choosing new members to participate in the committee, confirming efficient and effective committee work, and reporting progress to the AAIM Board of Directors.	
Member, Internal Medicine 2035	Accreditation Council for Graduate Medical Education

2017

- Worked with academic internists from programs around the country in a weekend workshop to prepare the next generation of physicians for the future. Using scenario-based planning, we worked in four groups, each with an “alternate future.” The work has since been widely presented and published.

## PUBLICATIONS LIST

### ORIGINAL PUBLICATIONS IN PEER-REVIEWED JOURNALS

1. “The Impact of Inpatient Endoscopy in the Management of Anticoagulant-Associated, Non-Variceal Upper Gastrointestinal Bleed”  
Abdallah, A, Taylor, C, **Baker, M**, Tucker, C, Coffey, T, Smith, D  
*International Journal of Medical and Biomedical Studies*, March, 2021
2. “To Lick One’s Wounds: A Case of Pasteurella canis oralis Osteomyelitis and Neisseria animaloris Infection from Canine Saliva.” Kim KW, Pou S, Sunkara N, **Baker MH**. *Rhode Island Medical Journal* (2013). 2023 Dec 1; 106 (11): 42-43.
3. A Case of Pituitary Apoplexy Followign Leuprolide Injection for Prostate Cancer. Kim KW, Chee S, Sunkara N, **Baker MH**. *Rhode Island Medical Journal* (2013). 2024 Feb 1; 107 (2): 7-9.

### OTHER NON-PEER REVIEWED PUBLICATIONS

1. “Viral Reflections”  
**Baker, M**, Burcham, K  
*Mississippi Medicine*, March, 2021

## ABSTRACTS

### NATIONAL

1. “Helping Residents See Clearly: Implementing CLER into the Daily Practice of a Newly-Accredited Program”  
Griffin, D, **Baker, M**  
Accreditation Council for Graduate Medical Education Annual Conference  
Orlando, FL, 2017, Poster Presentation
2. “Helping Residents See Clearly: Implementing CLER into the Daily Practice of Our Program”  
American Association of Colleges of Osteopathic Medicine and Association of Osteopathic Directors of Medical Education Annual Conference  
Baltimore, MD, 2017, Oral Presentation
3. “Antimicrobial Stewardship in a Community Hospital: Investigation to Compliance and Outcomes”  
Lusby, H, **Baker, M**  
Johns Hopkins Architecture of High Value Health Care Conference  
*Third Place in Posters Award*  
Baltimore, MD, 2018, Poster Presentation

4. "Helping our Hospital See Clearly"  
American College of Physicians Annual Conference  
Philadelphia, PA, 2019, Oral Presentation
5. "Integrating Systems-Based Didactics at the Post-Graduate Level: A New Approach to Residency Lectures"  
George, T, **Baker, M**  
Alliance for Academic Internal Medicine Annual Conference  
Charlotte, NC, 2022, Poster Presentation

REGIONAL

1. "Cardiac Arrest in a Middle-Aged Man: A Case of Caths, Cooling and Complications"  
Magnolia Regional Health Center Cardiovascular Conference  
Pickwick Landing, TN, 2015, Oral Presentation
2. "Discrepancies in Discharge Summaries: Primary Care Physician versus Resident Perception"  
Society of General Internal Medicine Regional Meeting  
Atlanta, Georgia, 2016, Oral Presentation
3. "Rare Etiology of Acute Hepatic Failure: a Case Presentation"  
Ramirez, R, Boutin, O, **Baker, M**  
American College of Physicians Alabama and Mississippi Chapters Scientific Meeting  
Point Clear, AL, 2017, Poster Presentation
4. "Hematemesis and Mucosal Tear in the Setting of Eosinophilic Esophagitis"  
Bierle, L, Nickol, J, **Baker, M**  
Magnolia Regional Health Center Internal Medicine Symposium  
Pickwick Landing, TN, 2018, Poster Presentation
5. "Euglycemic Diabetic Ketoacidosis"  
Bell, T, **Baker, M**  
Magnolia Regional Health Center Internal Medicine Symposium  
Pickwick Landing, TN, 2018, Poster Presentation
6. "Silent Brain Bleed as a cause of Hypertensive Emergency"  
Duran, A, Doan, B, Arshad, W, **Baker, M**  
Magnolia Regional Health Center Internal Medicine Symposium  
Corinth, MS, 2019, Poster Presentation
7. "Selective IgM Deficiency: The Sudden Onset of Immunodeficiency in an Elderly Patient"  
Mullins, J, **Baker, M**  
American College of Physicians Alabama and Mississippi Chapters Scientific Meeting  
Jackson, MS, 2019, Poster Presentation
8. "Hypertrophic Obstructive Cardiomyopathy: a Cause of Recurrent Syncope"  
Thang, S, Smith, D, **Baker, M**  
Magnolia Regional Health Center Cardiovascular Conference  
Michie, TN, 2019, Poster Presentation



INVITED PRESENTATIONS

1. "Palliative Care: Positive Paradigm Shift or Potentially Morally Paralyzing"  
Magnolia Regional Health Center Internal Medicine Symposium  
Corinth, MS, 2016
2. "Opioids: Past, Present, Future"  
Magnolia Regional Health Center Internal Medicine Symposium  
Corinth, MS, 2017
3. "Liver Lessons for the Community Internist"  
Magnolia Regional Health Center Internal Medicine Symposium  
Pickwick, TN, 2018
4. "Food Allergies: Commonly Seen, Often Missed"  
Magnolia Regional Health Center Internal Medicine Symposium  
Michie, TN, 2019
5. "Non-Insulin Diabetes Management"  
Florida State University Internal Medicine Program Grand Rounds  
Tallahassee, FL, (virtual) 2020
6. "Enhancing Education, Building Trust and Eliminating Bias in Urban and Rural Mississippi"  
**M. Hayes Baker** and Lyssa Weatherly  
University of Mississippi Medical Center Rural Health Symposium  
Jackson, MS, 2022
7. "The Most Difficult Cases in Rural Medicine"  
**M. Hayes Baker** and Seger Morris  
*Plenary Session*  
University of Mississippi Medical Center Rural Health Symposium  
Jackson, MS, 2022
8. "The Perils, Pitfalls and Perks of Medical Education Research: Transforming Projects into Publications"  
**M. Hayes Baker**, Sheena Carlee, Christopher Henry, Carleen Spitzer  
Brown University Faculty Development Series  
Providence, RI (virtual) 2023
9. "Making Med Ed Research Less Murky: Intro into the AAIM Medical Education Research Committee."  
**M. Hayes Baker**, Jill Patton, Amalia Galindez, Sheena Carlee  
Alliance for Academic Internal Medicine webinar series (virtual) 2024
10. "Teaching All Docs New Tricks: Creation and Implementation of Effective Faculty Development."  
**M. Hayes Baker**, Sheena Carlee, Christopher Henry, Carleen Spitzer  
Alliance for Academic Internal Medicine webinar series (virtual) 2025

WORKSHOPS:

"The Perils, Pitfalls and Perks of Medical Education Research: Transforming Projects into Publications"

**M. Hayes Baker**, Sheena Carlee, Christopher Henry, Carleen Spitzer

Alliance for Academic Internal Medicine AAIM Week  
Austin, Texas, 2023

“Mind the Gap: Creation and Implementation of a Comprehensive Board Preparation Curriculum”

**M. Hayes Baker**, Zain Alfaneek, Sarah Freeman, Alexis Jacobson  
Alliance for Academic Internal Medicine AAIM Week  
New Orleans, Louisiana 2025

## GRANTS

1. “Enhancing Education, Building Trust, and Eliminating Bias in Primary Care: A Novel Approach to Primary Care Track Resident Education in Inner-City and Rural Mississippi”

**Baker, M** (Co-investigator) Weatherly, L, Lavender, J

Jointly-received grant between the University of Mississippi Medical Center and Magnolia Regional Health Center Internal Medicine Programs

Building Trust and Equity in Internal Medicine Training grant program

Sponsors: AAIM, ABIM, ABIM Foundation, ACP and Josiah Macy Jr. Foundation  
Twenty Thousand Dollar Grant

Awarded: 2021

Grant Funding Period: 2022-2024

## GRADUATE MEDICAL EDUCATION-RESIDENT EDUCATION

### **Clinical Teaching Roles:**

- Inpatient Attending
  - Supervised a team of two residents, one intern, and one to two medical students while on service, Magnolia Regional Health Center, 2015-2022.
  - Supervise a team of one intern, one resident and one to two medical students, Providence VA Medical Center, 2022-present.
- Outpatient Attending:
  - Supervised four residents and two to four medical students at the outpatient resident continuity clinic, Magnolia Regional Community Care Clinic, Magnolia Regional Health Center, 2015-2017 and 202-2021.

### **Lecture Series:**

- Core Internal Medicine Curriculum, 5-6 lectures per academic year, Magnolia Regional Health Center, 2015-2019
- Professionalism in Medicine: Annual four-lecture series, Magnolia Regional Health Center, 2016-2022
- High Value Care: Annual six-lecture series sponsored by American College of Physicians and tailored to our IM program, Magnolia Regional Health Center, 2017-2020
- Jeopardy: Bi-monthly lecture series to review the current organ system and promote wellness through team-based lecturing. Magnolia Regional Health Center, 2016-2022.

- Afternoon Report: Conducted case-based series akin to traditional Morning Report 2-3 afternoons per week, Magnolia Regional Health Center, 2019-2022
- MKSAP Mondays: Led residents weekly in Board Preparation with Medical Knowledge Self-Assessment Program (MKSAP), Magnolia Regional Health Center, 2019-2022

**Mentorship:**

Formally mentored three residents each academic year. Responsibilities included: goal setting, career planning, completing each resident's semi-annual milestone evaluation and presenting each resident's milestone summary to the Clinical Competency Committee bi-annually. Magnolia Regional Health Center, 2015-2022

**Faculty Sponsor, ACP Doctor's Dilemma:** Practiced with residents weekly in the months leading up to the regional ACP competition and attended the competition most years to support them. Magnolia Regional Health Center, 2017-2022

**CURRICULUM DEVELOPMENT:**

**CLER Curriculum:** Created a curriculum for the Clinical Learning Environment Review (CLER) for Graduate Medical Education with an Educate, Embrace and Act model. The curriculum was studied and presented nationally on three occasions (one poster and two oral presentations). Magnolia Regional Health Center, 2016-2022

**Didactic Curriculum Innovation:** Created an integrated, organ-systems based didactic curriculum for Internal Medicine residents, leading to increased ITE scores and board pass rate. The curriculum was studied and results presented at the 2022 AAIM national meeting. Magnolia Regional Health Center, 2019-2022

**Magnolia Regional Health Center and University of Mississippi Medical Center Resident Swap Program:** Together with the Internal Medicine Program Director at the University of Mississippi Medical Center (UMMC), I created a partnership between our small, rural, unaffiliated community program and UMMC's large, urban, academic program. The arrangement has resulted in competitive fellowship matches, joint educational workshops between programs, and a novel Implicit Bias and DEI curriculum. Magnolia Regional Health Center and University of Mississippi Medical Center, 2019-2022

**Building Trust and Eliminating Bias Curriculum:** Together with partners at the University of Mississippi Medical Center, we developed a multifaceted curriculum currently being delivered at both programs to give residents the skills to practice life-long equitable medicine. The curriculum will be studied at the end of Academic Year 2022-2023. Magnolia Regional Health Center and University of Mississippi Medical Center, 2022-2023

**Brown Residency Board Prep and Review:** Co-creator of a systems-based board preparatory curriculum to prepare upper-level residents for the American Board of Internal Medicine (ABIM). Sessions are delivered twice weekly during the Spring Semester. Brown University, 2024-2025



## CURRICULUM VITAE

KENNETH E. KRELL, M.D., FACP

June 2024

### PERSONAL

#### ADDRESS:

**WORK:** Eastern Idaho Regional Medical Center  
3100 Channing Way  
Idaho Falls, ID 83404

**HOME:** 7711 South First East  
Idaho Falls, ID 83404

**BIRTHDATE:** August 18, 1950  
Port Huron, Michigan  
United States Citizen

### TITLES:

- Current Position: Program Director, Internal Medicine Residency Program  
5/24-Present, Director of 30 resident Internal Medicine Program  
Eastern Idaho Regional Medical Center (EIRMC)
- Previous Positions:
  - Associate Program Director, Internal Medicine Residence, EIRMC, 1/22-5/24
  - Intensivist, EIRMC, 2016-2021
  - Co-Medical Director of Critical Care, EIRMC, 1980-2014
  - Medical Director of Critical Care, EIRMC, 2014-2016
  - Medical Director for Quality Improvement, EIRMC, 1992-2015
  - Internal Medicine Private Practice, 1982-1986

### CURRENT PRACTICE RESPONSIBILITY:

- East Falls Internal Medicine Outpatient Clinic (Resident supervisory clinic)
- Medical Director East Falls Post-Covid Clinic

### CURRENT TEACHING RESPONSIBILITY:

- Supervision of Internal Medicine Residents at East Falls Clinic
- Program Director for University of Washington medical students, including 3<sup>rd</sup> year internal medicine rotation and 4<sup>th</sup> year critical care rotation
- Bedside teaching and supervision of internal medicine residents, including lectures, guidance for research projects and as designated mentor. Also teaching University of Washington fourth year medical students critical care rotation, supervising evaluations, treatments, and procedures as sub-internship

Curriculum Vitae  
Kenneth E. Krell, M.D.

**CURRENT ADMINISTRATIVE RESPONSIBILITY:**

- As Residency Program Director, responsible for curriculum development, resident recruitment, noon didactics daily report, ICU teaching rounds, weekly Board Review sessions, sim lab direction, development of competency-based requirements, resident evaluations (chair Clinical Competency Committee), Resident Research Director, coordination of faculty, interface with hospitalists and general program administration.
- As Director/Coordinator for University of Washington internal medicine students, meet regularly with students on IM for case review, evaluation, student supervision for ICU student rotation.

**CURRENT ACADEMIC APPOINTMENT:**

- Assistant Clinical Professor, University of Washington Department of Medicine

**OTHER POSITIONS:**

- Member University of Washington Idaho Admission Committee 2022-present
- Chairman EIRMC Crisis Care Committee (active during COVID)
- Member EIRMC Code Blue Committee (current)
- Member Eastern Idaho Technical College Advisory Committee
- Member Idaho Track Steering Committee, University of Washington

**PREVIOUS PRACTICE RESPONSIBILITY:**

- Manage and consult on critically ill medical and surgical patients in 29-bed multidisciplinary, Level II Trauma Certified Intensive Care Unit and burn center. Two intensivists on call alternating nights, generally a week at a time.

**PREVIOUS ADMINISTRATIVE RESPONSIBILITY**

- Medical Director for Critical Care, Eastern Idaho Regional Medical Center, 1988-2016 (Co-Medical Director until 2014). Responsible for administrative oversight, education, practice policies and protocols, Quality Assurance, and daily interdisciplinary rounds.
- Medical Director for Quality Improvement, Eastern Idaho Regional Medical Center, 1992-2015. Responsible for Quality Assurance, including Quality Management initiatives and development of clinical guidelines and orders. Responsible for medical oversight of Quality Management Department and adherence to regulatory requirements.

**EDUCATION:**

**UNDERGRADUATE/GRADUATE:**

- Michigan State University, 1972
  - Magna Cum Laude
  - Honors College
  - BA in Journalism and History
  - During undergraduate studies, was Editorial Editor, Michigan State News
- Michigan State University, 1972-1973, Graduate School, American History

Curriculum Vitae  
Kenneth E. Krell, M.D.

**MEDICAL SCHOOL:**

- Michigan State University College of Human Medicine, 1973-1977.

**POST GRADUATE:**

- Michigan State University affiliated hospitals, Grand Rapids Michigan, Internal Medicine, 1977-1978.
- University of Washington Department of Medicine, University of Washington Affiliated Hospitals, Seattle, Washington, Internal Medicine, 1980-1982.

**UNIFORMED SERVICE:**

- United States Public Health Service, commissioned officer, Lieutenant Commander. Indian Health Services, Wind River Reservation, Fort Washakie, Wyoming, 1978-1980

**PREVIOUS APPOINTMENTS AND COMMITTEE ACTIVITIES:**

- Chairman, Crisis Care Committee, EIRMC
- Chairman, Crisis Care Physician Advisory Council, EIRMC
- Chairman, Critical Care Committee, EIRMC
- Chairman, Medical Quality Review Committee, EIRMC
- Chairman, Quality Improvement Committee, EIRMC.
- Chairman, Medical Executive Committee, EIRMC.
- Chairman, Cardiovascular Committee, EIRMC.
- Chairman, Utilization Review Committee, EIRMC.
- Member, Trauma Committee EIRMC.
- Chairman, Critical Care Committee EIRMC.
- Advisor to Medical Executive Committee EIRMC.
- Advisor to Board of Trustees EIRMC.
- Chairman, Medical Quality Review Committee EIRMC.
- Chairman, Department of Medicine EIRMC 1989 and 1990.
- President Medical Staff EIRMC 1991.
- Chairman, Cardiovascular Committee EIRMC 1997-1998.
- Member Hospital Board of Trustees EIRMC 1997-2003.
- President, Idaho Falls Medical Society 2004-2005.

**SPECIALTY CERTIFICATION:**

- Diplomate, American Board of Internal Medicine 1982

**LICENSURE:**

- Idaho M-4522

**PROFESSIONAL SOCIETY MEMBERSHIPS:**

- Member, Society of Critical Care Medicine--1997-Present
- Fellow, American College of Physicians--2009.
- Member, European Society for Intensive Care Medicine
- Member, Society of Critical Care Medicine Intensivists in Practice Committee—2013 to present.
- Member, Physicians for a National Health Program—2010-present

**PERSONAL INTERESTS:**

- Cow-calf operation, farm work
- Hunting, fishing, skiing, shooting
- Music, performance, writing, and recording, including albums  
--Ken Krell and Co -- "*Carry Me Home*" (2012).  
--Ken Krell and Co -- "*This Stand*" (2014).
- Time with my beloved wife, Alice Pike and my children and grandchildren

**PROFESSIONAL INVITATIONS:**

**INVITED LECTURES:**

- Society of Critical Care Medicine Annual Congress, Miami Florida 2010.  
Pro-Con Debate: Neurological ICU patients should only be managed by neurological interventionists. Con: Fragmentation and the demise of critical care.
- Society of Critical Care Medicine Annual Congress, San Francisco California 2014.  
Subspecialty ICUs, Pros and Cons.
- Physician Debate Medicaid Expansion, Boise, Idaho 9/4/2018.
- Medicaid Expansion. City Club of Idaho Falls, 9/2018.
- COVID-19: Where We've Been and Where we are Going in Idaho. City Club of Idaho Falls, 6/4/2020.
- Long Covid: The Forever Pandemic, City Club of Idaho Falls, 3/28/24. Broadcast available on KISU radio (similar lecture 6/24, Rotary Club of Idaho Falls)

**HONORS:**

- Samuel M. Oats Award for Outstanding Medical Student Performance, Michigan State University--1976-1977.
- Qualis special award for Leadership in Quality Improvement--2005.
- Medical Staff Award For Leadership in Quality Improvement and Development of Clinical Guidelines--2006.
- Leadership Award EIRMC Board of Trustees—2015
- University of Washington 2018 Excellence in Teaching Award.
- John D. Hansen Award for Civility and Public Service, City Club of Idaho Falls, 2020.
- University of Washington 2020 Excellence in Teaching Award.

**ADVANCED POST GRADUATE EDUCATION:**

- University of Washington Center for Learning and Innovation in Medical Education, Teaching Scholars Program 2022-2023

Curriculum Vitae  
Kenneth E. Krell, M.D.



**STATEWIDE COMMITTEES:**

- Idaho Statewide Healthcare Innovation Plan, State of Idaho. Member Network Integration Work Group, 2013.
- State of Idaho Disaster Management Advisory Committee (SIDMAC) member (current though inactive)..

**RESEARCH EXPERIENCE:**

- Principle Investigator. National Heart, Lung, and Blood Institute sponsored trial, ALLHAT, (Antihypertensive and Lipid-Lowering Treatment to prevent Heart Attack Trial). 1997 to 2002.
- Principal Investigator, Venticute in ARDS, a multinational, multicenter randomized trial of Recombinant Surfactant. Completed July 2000. Omnicare.
- Principal Investigator, VALID- Venticute in Acute Lung Injury (Pneumonia by aspiration of gastric contents leading to intubation, mechanical ventilation, and severe oxygen impairment), a multicenter, multinational study 2003- 2008. Omnicare/Nycomed GmbH.
- Principal Investigator, Metoclopramide vs. Erythromycin in ICU patients intolerant of gastric feedings. Enrollment May 2002-April 2005 (single-center study).
- Principal Investigator, Prospective, Randomized, Open Label, Multicenter Comparison of the Efficacy and Safety of Sequential Treatment with Intravenous (IV/Oral PO) Moxifloxacin vs. Ceftriaxone and Azithromycin and Metronidazole PO in patients with community or nursing home acquired pneumonia. Bayer Co.
- Principal Investigator, ADDRESS Study, FIK-MC-EVCL. Efficacy and Safety of Drotrecogin alfa (activated) in Adult Patients with Early Stage Severe Sepsis. 2002-2004. Eli Lilly.
- Principal Investigator, FIK-MC-EVBR, A Randomized, Double-Blind, Placebo Controlled Trial of Prophylactic Heparin in Patients with Severe Sepsis and Higher Disease Severity who are Undergoing Treatment with Drotrecogin alfa (activated). 2002-2005. Eli Lilly.
- Principal Investigator EXCLAIM Study, A Double-Blind, Placebo Controlled, Parallel Multicenter Study on Extended VTE Prophylaxis in Acutely III Medical Patients with Prolonged Immobilization. 2002-2006. Aventis Pharmaceuticals.
- Principal Investigator, FIK-MC-EVBQ (EXTEND), A Phase IIIb Study to Determine Efficacy and Safety of Extended Drotrecogin Alfa (Activated) Therapy in Patients with Persistent Requirement for Vasopressor Support After 96- Hour Infusion with Commercial Drotrecogin Alfa (Activated). 2005- 2007. Eli Lilly.
- Principal Investigator, Athena Trial. Protocol EFC5555, A Placebo, Controlled, Double-Blind, Parallel Arm Trial to Assess Efficacy of Dronedarone 400 mg b.i.d. for Prevention

Curriculum Vitae  
Kenneth E. Krell, M.D.

of Cardiovascular Hospitalization or Death from any cause in atrial fibrillation patients. 2006-2008. Sanofi-Aventis.

- Principal Investigator, FIK-MC-EVDK (RESPOND), A phase II study to Evaluate Dose and Duration of Treatment of Drotrecogin Alfa (Activated) Using Serial Measurements of Protein C in Patients with Severe Sepsis and Multiple Organ Failure. (Oct 2006-2009). Eli Lilly.
- Principal Investigator, Protocol E5564-0000-301 (ACCESS). A comparison of Eritoran Tetrasodium and Placebo in patients with severe Sepsis. 2006-Present. Eisai.
- Principal Investigator, Protocol E4968 (Dionysus). Randomized double blind trial to evaluate the efficacy and safety of dronedarone (400 mg b.i.d.) versus amiodarone (600mg daily for 28 days, then 200 mg daily thereafter) for at least 6 months for the maintenance of sinus rhythm inpatients with atrial fibrillation (*AP*). 2007-2008. Sanofi-Aventis.
- Principal Investigator, Protocol 11702 (Einstein VTE). Einstein VTE/PE Study Phase III oral direct factor Xa inhibitor rivaroxaban in patients with acute symptomatic deep-vein thrombosis or pulmonary embolism. 2007–Jan 2012 Bayer.
- Principal Investigator, Protocol 11899 (Einstein EXT). Einstein Extension study phase III Once-daily oral direct factor Xa inhibitor in the long-term prevention of recurrent symptomatic venous thromboembolism in patients with symptomatic deep-vein thrombosis or pulmonary embolism. 2007-2010. Bayer.
- Principal Investigator, Protocol FIK-MC-EVDP (PROWESS-SHOCK). Efficacy and Safety of Drotrecogin Alfa (Activated) in adult Patients with Septic Shock. 2009-Oct 2011. Eli Lilly & Co.
- Principal Investigator. Mathematical modeling of disease progression in patients at risk for sepsis: A prospective cohort study. Immunetrics. (Sept. 2010 to August 2013).
- Principal Investigator, Protocol SDI-PMX-NA (EUPHRATES). A Phase III Study Evaluating the Use of Polymyxin B Hemoperfusion in a Randomized Double-Blind Controlled Trial of Adults Treated for Endotoxemia and Septic shock. May 2011 to 2016. Spectral Diagnostics, Inc.
- Principal Investigator, Protocol LF-0802 (OASIS). A Phase 2/3 Randomized, Double-blind, Placebo-controlled Study of the Safety and Efficacy of Talactoferrin Alfa in Patients with Severe Sepsis. June 2011 to 2012. Aggenix, Inc.
- Principal Investigator, ATACH-II. Antihypertensive Treatment of Acute Cerebral Hemorrhage. July 2011 to 2015.
- Principal Investigator, Protocol AST-113 (TOPAZ): A Sample Collection Study to Validate the Astute Medical NephroCheck Test in Critically Ill Subjects at Risk for Acute Kidney Injury. Astute Medical, Inc. May 2012 to November 2012.

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- Principal Investigator, Protocol P-001 (ART-123): A Randomized Double-Blind, Placebo-Controlled, Phase-3 Study To Assess The Safety and Efficacy of ART-123 in Subjects With Severe Sepsis and Coagulopathy. Asahi Kasei Pharma America. Sept 2012 to March 2018.
- Principal Investigator, Protocol AST-116: Urine Sample Processing Study: Analysis of Fresh versus Frozen Urine Samples from Critically Ill Subjects. Astute Medical, Inc. August 2012 to May 2013.
- Principal Investigator, Protocol AP-recAP-AKI-02-01 (STOP-AKI): A Randomized, Double-Blind, Placebo-Controlled, Four-Arm, Parallel Group, Proof of Concept, and Dose-Finding Adaptive Phase 2a/2b Study to Investigate the Safety, Tolerability and Efficacy and Effect on Quality of Life of Human Recombinant Alkaline Phosphatase in the Treatment of Patients With Sepsis-Associated Acute Kidney Injury. AM Pharma. 2014-March 2017.
- Co-Investigator, Outcome Prediction in Septic Shock: A Multimodal Biomarker Approach. 2015-2018.
- Principal Investigator, Protocol 000133 (SEPSIS-ACT): A Double-blind, Randomised, Placebo-controlled, Phase 2b/3 Adaptive Clinical Trial Investigating the Efficacy and Safety of Selepressin as Treatment for Patients with Vasopressor-dependent Septic Shock. Ferring Pharmaceuticals. April 2016-November 2017.
- Principal Investigator, Protocol LJ501-CRH01 (ATHOS<sup>3</sup>): A Phase 3, Placebo-Controlled, Randomized, Double-Blind, Multi-Center Study of LJPC-501 in Patients with Catecholamine-Resistant Hypotension (CRH). La Jolla Pharmaceutical Company, Inc. March 2016-August 2017.
- Principal Investigator, Protocol LP1010-CcL-20 (PIVOTAL): A Phase 2, Multicenter, Randomized, Double-Blind, Comparator-Controlled Study of the Efficacy, Safety, and Pharmacokinetics of Intravenous Ulimorelin (LP101) in Patients with Enteral Feeding Intolerance. Lyric Pharmaceuticals. (March 2017 to April 2018).
- Co-Investigator, Protocol CF-301-102-3: A Multicenter, Double—Blind, Randomized, Comparative Study of the Safety, Tolerability, Efficacy, and Pharmacokinetics of CF-301 vs. Placebo in Addition to Standard-of-Care Antibacterial Therapy for the Treatment of Adult Patients with Staphylococcus aureus Bloodstream Infections (Bacteremia) Including Endocarditis. (August 2017-June 2018).

**PUBLICATIONS:**

- Temporary Reversal by Topotecan of marked insulin resistance in a patient with myelodysplastic syndrome. Case report and possible mechanism for tumor necrosis Factor alpha (TNF-alpha)- reduced insulin resistance, Huntington, MO, Krell, KE; Armour, WE 3<sup>rd</sup>; Liljenquist, JE. Am J Clinical Oncology 2001 Volume; 24 (3): 279-82.
- Guidelines on critical care services and personnel- meeting the manpower needs.

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Krell K. Crit Care Med 2004 Volume; 32 (8): 1808-9. Author reply 1809.

- Global variation to adherence to the ARDS- net ventilation protocol in a study of RSP-C surfactant in severe lung failure (VALID study). Spragg R., Freebain R., Schenk P., Fraurs M., Putensin C., Marjanck Z., Krell K., Ayestaran I., Taut F. Proceedings of the American Thoracic Society 2006 April. Presented at ATS 2007; San Francisco.
- Critical Care Workforce. Krell, K.- Crit Care Med 2008, Apr; 36 (4): 1350-53. (Editorial comment by Kelly M. 1385).
- The author replies. Krell K.- Critical Care Medicine 2008; 36:2962 + 2965.
- Critical care medicine growth requires dealing with our “perfect storm” of manpower shortage. Krell KE. Crit Care Med. 2010 Jul;38(7):1613; author reply 1613-4. doi: 10.1097/CCM.0b013e3181da4edb.
- Randomized trial evaluating serial Protein C levels in severe sepsis patient treated with variable doses of drotrecogin alfa (activated). Shorr AF, Janes JM, Artigas A, Tenjunen J, Wyncoll DL, Mercier E, Francois B, Vincent JL, Vangerow B, Heiselman D, Leishman AG, Zhu YE, Reinhart K; RESPOND Investigators. Crit Care. 2010;14(6):R229. doi: 10.1186/cc9382 (Collaborator).
- Intensive Blood-Pressure Lowering in Patients with Acute Cerebral Hemorrhage, Qureshi AI, M.D., et al. for the ATTACH-2 Trial Investigators and the Neurological Emergency Trials Network; N Engl J Med 2016;375:1033-1043
- Extended-duration venous thromboembolism prophylaxis in acutely ill medical patients with recently reduced mortality: a randomized trial. Hull RD, Schellong SM, Tapson FF, Monreal M Samama MM, Nocol P, Vicaut E, Turpie AG, Yusen RD; EXCLAIM (Extende Prophylaxis for ThormboEmbolism in Acutely Ill Medical Patients with Proloinged Immobilization) study. Ann Int Med. 2010 Jul6;153(1):8-18. doi: 10.7326/0003-4819-153-1-201007060-00004 (Collaborator).
- Oral Rivaroxaban for symptomatic venous thromboembolism. EINSTEIN Investigators, Bauersachs R, Berkowitz SD, Brenner B, Buller HR, Decousus H, Gallus AS, Lensing AW, Misselwitz F, Prins MS, Raskob GE, Segers A, Verhamme P, Wells, P, Agnelli G, Bounameaux H, Cohen A, Davidson BL, Piovella F, Schellong s. N Eng J Med. 2010 Dec 23;363(26):2499-510. Doi: 10.1056/NEJMoa1077903 (Collaborator).
- Recombinant surfactant protein C-based surfactant for patients with severe direct lung injury. Spragg, R.G., Taut, F.J., Lewis, J.F., Schenk, P., Ruppert, C., Dean, N., Krell, K., Günther, A. Am J Respir Crit Care Med. 2011 Apr 15; 183(8):1055-61.
- Strategies for Improving Adherence to a Lung Protective Ventilation Protocol. Taut F.; Bothe, G.; Schenk, P.; Dean, N.; Krell, K.; Guenther, A.; Lewis, J.; Spragg, R. J Clinic Trials 2011, Volume 1(1).

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- Oral rivaroxaban for the treatment of symptomatic pulmonary embolism. EINSTEIN-PE Investigators, Buller HR, Prins MH, Lensin AW, Decousus H, Jacobson BF, Mina E, Chlumsky J, Verhamme P, Wells P, Agnelli G, Cohen A, Berkowitz SD, Bounameaux H, Davidson BL, Misselwitz F, Gallus AS, Raskob GE, Schellong S, Segers A. *N Engl J Med.* 2012 Apr 5;366(14):1287-97. Doi: 10.1058/NEJMoa1113572 (Collaborator).
- Drotrecogin alfa (activated) in adults with septic shock. Raneri, V.M., Thompson, B.T., Barie, P.S., Dhainaut, J.F., Douglas, I.S., Finfer, S. Garlund, B., Marshll, J.C., Rhodes, A., Artigas, A., Payen, D. Tenjunen, J., Al-Khalidi, H.R., Thompson, V., Janes, J., Marcias, W.L., Vangerow, B., Williams, M.D; PROWESS-SHOCK Study Group. *N Engl J Med.* 2012 May 31;366(22):2055-64 (Collaborator).
- Effect of eritoran, an antagonist of MD2-TLR4, on mortality in patients with severe sepsis: the ACCESS randomized trial. Opal, S.M., Latere, P.F., Francois, B., LaRosa, S.P., Angus, D.C., Mira, J.P., Wittebole, X., Dugernier, T., Perrotin, D., Tidswell, M., Jauregui, L., Krell, K., Pacht, J., Takahashi, T., Peckelsen, C., Cordasco, E., Chang, C.S., Oeyen, S., Aikawa, N., Maryuama, T., Schein, R., Kalil, A.C., Van Nuffelen, M., Lynn, M., Rossignol, D.P., Gogate, J., Roberts, M.B., Wheatler, J.L., Vincent, J.L.; ACCESS Study Group. *JAMA* 2013 amar20;309(11);1154-62.
- Validation of Cell-Cycle Arrest Biomarkers for Acute Kidney Injury Using Clinical Adjudication. Kellum, J.; Bihovac, A.; Chavla, L.S.; Shaw, A.D.; Al-Khafaji, A.; Krell, K.; Davidson, D.L.; Gunnerson, K; et al. *Am J Respir Crit Care Med.* 2014 Apr 15;189(8):932-9. doi: 10.1164/rccm.201401-0077OC.
- Intensive Blood-Pressure Lowering in Acute Cerebral Hemorrhage. Qureshi AI, Palesch YY, Barsan WG, Hanley DF, Hsu CY, Martin RL, Moy CS, Silbergleit R, Steiner T, Suarez JJ, Toyoda K, Wang Y, Yamamoto H, Yoon BW; ATACH-2 Trial Investigators and the Neurological Emergency Treatment Trials Network. *N Engl J Med.* 2016 Sep 15; 375(11):1033-43. doi: 10.1056/NEJMoa1603460 (Collaborator).
- Talactoferrin in Severe Sepsis: Results From the Phase II/III Oral tAlactoferrin in Severe sepsIS Trial, Vincent JL, Marshall JC, Dellinger RP, Simonson SG, Guntipalli K, Levy MM, Singer M, Malik R, Oral tAlactoferrin in Severe sepsIS Study Investigators. *Crit Care Med.* 2015 Sep;43(9):1832-8. Doi: 10.1097/CCM0000000000001090 (Collaborator).
- Angiotension II for the Treatment of Vasodilatory Shock. Khanna A, English SW, Wang XS, Ham k, Tumlin J, Szerlip h, Busse LW, Ataweel L, Albertson TE, Mackey C, McCurdy MT, Boldt DW, Chock S, Young PJ, Krell, K, Wunderikg RG, Ostermann M, Murugan R, Gong MN, Panwar R, Hastbacka J, Favory R, Venkatesh B, Thompson BT, Bellomo R, Jensen J, Kroll S, Chawla LS, Tidmarsh GF, Deane AM; ATHOS-3 Investigators. *N Eng J Med.* 2017 Aug 3;377(5):419-430. Doi: 10.1056/NEJMoa1704154.
- Health Insurance Coverage and Health, Krell, Kenneth E. November 16, 2017 *N Engl J Med* 2017; 377:2000-2001. Letter

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- Outcomes in Patients with Vasodilatory Shock and Renal Replacement Therapy Treated with Intravenous Angiotensin II. Tumlin JA, Murugan R, Deane AM, Ostermann M, Busse LW, Ham KR, Kashani K, Szerlip HM, Prowle JR, Bihorac A, Finkel KW, Zarbock A, Forni LG, Lynch SJ, Jensen J, Kroll S, Chawla LS, Tidmarsh GF, Bellomo R; Angiotensin II for the Treatment of High-Output Shock 3 (Athos 3) Investigators. Crit Care Med. 2018 June;46(6):949-957. doi: 10.1097/00000000000003092 (Collaborator).
- Association of angiotensin II dose with all-cause mortality in patients with severe vasodilatory shock. McCurdy MT, Busse L, Gong MN, Boldt DW, Chock S, Favory R, Ham KR, Krell K, Wang XS, Chawla LS, Tidmarsh GS. ISICEM 2018. Abstract
- Association of angiotensin II dose with all-cause mortality in patients with vasodilatory shock. Khanna A K, McCurdy M T, Boldt D W, Ham K R. Krell K, Chawla L S, Tidmarsh G F. Abstract presented at the Society of Critical Care Anesthesiologists (SOCCA) 2018.
- Association of angiotensin II dose with all-cause mortality in patients with vasodilatory shock. Khanna A K, McCurdy M T, Boldt D W, Ham K R. Krell K, Chawla L S, Tidmarsh G F. Abstract presented at the International Symposium on Intensive Care and Emergency Medicine (ISICEM) 2018.
- Effect of Human Recombinant Alkaline Phosphatase on 7-Day Creatinine Clearance in Patients With Sepsis-Associated Acute Kidney Injury: A Randomized Clinical Trial. Pickkers P, Mehta RL, Murray PT, Joannidis M, Molitoris BA, Kellum JA, Bachler M, Host EAJ, Hoiting O, Krell K, Ostermann M, Rozendaal W, Walkonene M, Brealey D, Beishuizen A, Meziani F, Murugan R, de Geus H, Payden D, van den Berg E, Arend J; STOP-AKI Investigators. JAMA. 2018 Nov 20;320(19):1998-2009. DOI: 10.1001/JAMA.2018.14283.
- A multicenter, randomized, double-blind study of ulimorelin and metoclopramide in the treatment of critically ill patients with enteral feeding intolerance: PROMOTE trial. Heyland DK, van Zanten, ARH, Grau-Carmona T, Evans D, Beishuizen A, Schouten J, Hoiting O, Bordeje ML, Krell K, Klein DJ, Gonzalez J, Perez A, Brown R, James J, Harris MS and the Investigators of the PROMOTE LP101-CL-201 Trial. Intensive Care Med (2019) 45:647-656.
- Effect of Selepressin vs Placebo on Ventilator and Vasopressor-Free Days in Patients with Septic Shock: The SEPSIS-ACT Randomized Clinical Trial. Pierre-Francois Laterre, MD; Scott M. Berry, PhD; Allan Blemings, MS; Jan E. Carlsen, MD; Bruno François, MD; Todd Graves, PhD; Karsten Jacobsen, MD; Roger J. Lewis, MD, PhD; Steven M. Opal, MD; Anders Perner, MD, PhD; Peter Pickkers, MD, PhD; James A. Russell, MD; Nis A. Windeløv, MD, PhD; Donald M. Yealy, MD; Pierre Asfar, MD; Morten H. Bestle, MD, PhD; Grégoire Muller, MD; Cédric Bruel, MD; Noëlle Brulé, MD; Johan Decruyenaere, MD; Alain-Michel Dive, MD, PhD; Thierry Dugernier, MD, PhD; Kenneth Krell, MD; Jean-Yves Lefrant, MD; Bruno Megarbane, MD, PhD; Emmanuelle Mercier, MD; Jean-Paul Mira, MD, PhD; Jean-Pierre Quenot, MD; Bodil

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Steen Rasmussen, MD, PhD; Hans-Christian Thorsen-Meyer, MD; Margot Vander Laenen, MD; Marianne Lauridsen Vang, MD; Philippe Vignon, MD, PhD; Isabelle Vinatier, MD; Sine Wichmann, MD, PhD; Xavier Wittebole, MD; Anne Louise Kjøbye, MS, PhD; Derek C. Angus, MD, MPH; for the SEPSIS-ACT Investigators for the SEPSIS-ACT Investigators. JAMA. 2019;322(15):1476-1485.

Doi:10.1001/jama.2019.14607.

- Calcium alkali thiazide syndrome: what we need to know, successful management of acute lower geriatric medicine as a profession. Rehan MA, Rashid A, Krell K, Gabutti, Singh R. , Cureus 12 (10), 2020
- Successful Management of Acute Liver Injury and Rhabdomyolysis Induced by Methamphetamine Poisoning, Rehan M, Lodhi MU, Borzaded E, Krell K, Edwards J, Rahim N, Critical Care Medicine 43(1), 688, 2020

**STUDIES PENDING SUBMISSION:**

- Temporal and Demographic Variation in Takotsubu Cardiomyopathy. Erike Aranda-Michael, DO, Cassandra Knott, MD, Kenneth Krell MD, Blake S. Wachter, MD, PhD
- Continuation of Metformin on Hospital Admission Does Not Result in Adverse Outcomes, Kenneth Krell MD, Joel Speir DO, Paul Trappett DO
- Can Clinical Reasoning be Taught to Medical Residents, Kenneth Krell MD, Nidhi Chintillipanti, MD, Paul Trappett DO

**EDUCATIONAL LECTURES, PROTOCOLS AND PRACTICE GUIDELINES:**

- **Coronary Artery Bypass Graft Performance Improvement 2000.** Report of project and recommendation from subcommittee resulting in significant outcome improvement for CABG. Document, Physician Education Conference, and presentation to Board of Trustees.
- **Antimicrobial Resistance. September 2001.** Literature review and commentary. Document and Physician Education Conference.
- **Utilization Review, Findings and Recommendations. October 2001.** Requested report to EIRMC medical staff, administration, and Board of Trustees. Document and Physician Education Conference.
- **Diagnosis of Pulmonary Embolism. November 2001.** Literature review and recommendations to medical staff, including Physician Education Conference.

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- **Post CABG Renal Insufficiency. May 2002.** Quality improvement project resulting in significant outcome improvement. Report to medical staff and Physician Education Conference.
- **Methicillin Resistant Staph Aureus Policy for Surveillance, Prevention and Control of infection. July 2002.** Author.
- **Glucose Management Guidelines. March 2003.** Including literature review and pre-printed orders. Document and Physician Education Conference.
- **Medical Staff Code of Conduct Policy. September 2003.** Author. Quality Improvement Committee policy.
- **Protocol Development. October 2003.** Author & Chairman of Development Committee including algorithm for protocol development, implementation, and quality review.
- **Intensive Insulin Protocol. October 2003.** Author.
- **Guidelines for Community-Acquired Pneumonia. March 2004.** Author. Included pre-printed orders, Physician Education Conference, nursing education and quality improvement program.
- **Shock-Trauma Resuscitation. July 2004.** Document of recommendations to Trauma, Anesthesia, and Critical Care.
- **Value Added: Improving Patient Safety with Pre-printed Orders for Pneumonia. August 2004.** Internet teleconference for physicians and healthcare improvement advocates sponsored by Qualis Health (CMS administrator)" Presented with A. Frost, M.D. This project also included web-based guideline sharing resulting in EIRMC's guidelines utilized as templates for medical staffs across the State.
- **Presentation to Board of Trustees: Medical Staff Development, Dealing with Competition, Building Alliance. May 2004.** Author and chairman of physician subcommittee including document and presentation to Board of Trustees.
- **Reducing Complications from Ventilators and Central Lines in the ICU. September 2004.** Participation in IHI breakthrough collaborative resulting in clinical guidelines and checklist and quality improvement project with documented outcome improvement. Included physician and nursing educational effort and conference & written document.
- **Teleconference of 16th National Forum on Quality Improvement in Health Care. December 2004.** Co-sponsored with Qualis and, EIRMC hosted. Conference for Health Care Professionals. Included teleconference presentations and discussions with attendees focusing on regional improvement in safety and outcomes.
- **EIRMC Medical Emergency Team (MET): A Patient Safety Initiative 2005.** Author and committee chairman resulting in MET Team implementation. Included document, physician and nursing education, protocol, orders and policy

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development and monitoring program.

- **Clinical Guidelines to Eliminate Catheter-Related Blood Stream Infections. September 2004.** Document including literature, review, guidelines, and checklist, Author and chairman of sub-committee. Included physician and educational conferences and quality improvement program resulting in documented outcome improvement.
- **Developing and Implementing Clinical Practice Guidelines. April 2005.** Presentation to the 6<sup>th</sup> Annual Idaho Conference on Healthcare Quality Improvement sponsored by Qualis Health, Boise, Idaho. Part of statewide guideline development and sharing project.
- **Recombinant Activated Factor VII for Acute Intracerebral Hemorrhage. April 2005.** Document including literature review and suggested guidelines to medical staff.
- **Clinical Guidelines for Parenteral Pain Management. June 2005.** Author and chairman subcommittee, resulting in document, pre-printed orders, physician and nursing educational conferences and quality improvement program. Quality improvement project resulted from excess out-of-ICU respiratory arrests with significant documented improvement in incidence of out-of-ICU respiratory compromise.
- **Clinical Guidelines for Traumatic Brain Injury. November 2005.** Author & chairman of subcommittee. Included literature review, pre-printed orders, and clinical algorithm. Document and physician/nurse educational presentation (with Neurosurgery).
- **Introduction of New Procedures and New Technology. November 2005.** Author & Chair of subcommittee for medical staff policy, including new technology approval and credentialing.
- **Transfusion Thresholds. December 2005.** Presentation and document, including literature review and guidelines. Included medical staff educational conference, guidelines, and quality improvement and monitoring project.
- **Core Measures: Hospital Comparison. December 2005.** Presentation to physician conference and Board of Trustees.
- **Clinical Guidelines for Deep Venous Thrombosis Prevention. March 2006.** Author and Chairman/subcommittees, Document included literature review & recommendations, presentation to Physician Conference, preprinted orders and monitoring program.
- **Perioperative Beta Blockers. March 2006.** Guidelines and Preprinted Orders (revised 2009). Included presentation to cardiovascular services and Physician Conference.
- **Core Measure Report. April 2006.** Presentation to medical staff and board trustees.
- **Emergent and Acute Stroke Management. May 2006.** Presentation at Eastern Idaho Stroke Conference to physicians, nurses, and other health care professionals.

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- **ICU Critical Care Design HCA roundtable.** Participant and author of document with suggested recommendations for development of ICU services across HCA hospitals.
- **Quality Report. 2006.** Issued with the Chief Nursing Officer and Quality Director. Report to Board of Trustees. Also presented to medical staff.
- **How Safe Are Our Patients: Seven Years After the Institute of Medicine Report. October 2006.** Presentation to Board of Trustees Retreat.
- **Reduction and Containment of Hospital-Acquired MRSA.** Qualis Health Award for Excellence 2007, awarded to EIRMC at 8<sup>th</sup> Annual Idaho Conference on Healthcare Quality Improvement, sponsored by Qualis Health. Committee member and author of documents, policy, and quality improvement measurement.
- **Pulmonary Embolism Diagnostic Algorithm. February 2007.** Document including literature review and guidelines. Presented at Physician Conference as Diagnosing and treating Pulmonary Emboli: Implications from PLOPED II.
- **Fresh Frozen Plasma: Suggested Guidelines. August 2007.** Document including limited literature review and guidelines presented to medical staff.
- **Sepsis: The Essentials. November 2007.** Presentation to regional nursing conference & subsequently to physician education conference.
- **Early Goal Directed Therapy for Sepsis. December 2007.** Clinical algorithm, guidelines, and preprinted orders. Since adoption, continuous project improvement review with documented outcome improvements for sepsis.
- **Abdominal Compartment Syndrome. December 2007.** Suggested guidelines to Department of Surgery.
- **Report of Audit of TPA Safety in Ischemic Stroke. December 2007.** Author and committee chairman. Report to medical staff.
- **Successfully Conducting Research in a Community Hospital, February 2008.** Presentation at Eli Lilly Investigator's Meeting, during SCCM Annual Congress. Honolulu, Hawaii.
- **Quality Improvement. March 2008.** Presentation to medical staff and recommendations for certain "opt-out" policies. Adopted by medical staff.
- **Procalcitonin: Utility and Limitations. March 2009.** Physician education conference.
- **The First ACCESS Patient Case Peer Review Session. April 2009.** Internet tele-conference for ACCESS Study Investigators. Hosted, presented cases, & led discussion.
- **Fluid Resuscitation: How do I Know if My Patient Has Enough Volume? May 2009.** Physician education conference.

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- **Anticoagulation in Cardioembolic Stroke, Targets and Timing. January 2009.** Medical staff document and presentation to Stroke Committee.
- **Neuro ICU patients should only be managed by neurological intensivists. Con: Fragmentation and the demise of critical care.** Presentation to SCCM 39th Critical Care Congress, January 2010. Miami, Florida. Pro side presented by Cheylee W. Chang, Moderator Richard H. Savel.
- **Reducing Surgical Mortality, the Concept of "Rescue," March 2010.** Physician education conference.
- **Surviving Critical Care: The financial, emotional, psychological, and physical costs. September 2013.** Physician Conference.
- **Management of COVID-19.** Lecture to Madison Memorial Hospital Emergency Physicians, 9/2020.

**Below presented to residents and clinical faculty:**

- Understanding Sepsis: A series of interactive discussions (5 lecture series)
- Clinical Reasoning (a series of 12 lectures)
- Primary Aldosteronism, SM: Moving Beyond the Guidelines
- AHA Valvular Top 10 Take Home Messages
- Community-Acquired Pneumonia (2 lectures)
- How Learning Occurs
- Interstitial Lung Disease (2 lectures)
- Long Covid
- Vasculitis: The Basics (2 lectures)
- The World's Most Basic Vent Lecture
- What You May Have Missed in Cardiology: An Update

**MEDIA ARTICLES, QUOTES, AND TESTIMONY:**

- Profitability vs. Care: Idaho Falls Doctors Express Concern About Hospital's Priorities. *Post Register*. 07/11/88. Quotes.

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- Doctors, Administrators Discuss Staffing Shortages and Equipment. *Post Register. 08/14/98. Quotes.*
- Idaho Falls Doctors Under the Microscope: Medicare says docs overbilled patients; physicians say it's a misdiagnosis. *Post Register. 10/01/98. Quotes.*
- Former Employee to lead Idaho Falls Hospital. *Post Register. 04/1/99. Quotes.*
- Blue Cross Plan Would Harm EIRMC. *Post Register. 3/22/00. Guest column.*
- Schools Asked to Close Carpools. Doctors say too many car crashes happen during school hours. *Post Register. 01/06/04. Quotes.* Discussed Medical Society initiatives to limit student driving during lunch hour.
- Cheers to the Idaho Falls Medical Society. *Post Register. 01/09/04. Editorial-quotes.*
- Closing School Grounds Not Always Possible, But Police Can Help. *Idaho State Journal. 01/13/04. Editorial- quotes.*
- The Image of High School Athletics. Boxing causes brain damage. *Post Register. 5/30/06. Guest column.*
- Fair Warning. Doctors urge fairgoers to take precautions against West Nile. *Post Register. 09/02/06. Quotes.*
- Tort Reform: Set Reasonable Limits. *Post Register. 07/12/07. Guest column.*
- Holding the Patient Hostage. *Post Register. 01/10/09. Guest column.*
- Uniform Anatomical Gift Act: March 2009 Testimony before the Idaho Legislature Health and Welfare Committee.
- Losing Sight of the Patients. *Post Register. 01/17/09. Editorial - quotes.*
- Serving Their Patients Well. *Post Register. 08/23/09. Editorial on public option. Quotes.*
- Striking While the Iron is Hot. *Post Register. 10/01/09. Guest column on public option.*
- How We Got Here. Costing Money and Lives. Every Reason to Expand. *Post Register. 02/07/13, 02/08/13, 02/09/13. Guest column series on Medicaid expansion.*
- Taking the Doctor's Advice. *Post Register. 02/20/13. Quotes.*
- Respond to an Emergency. *Post Register. 04/26/13. Guest Column.*
- Research on the Drug Company's Dime. *Post Register. 09/18/13. Quotes.*
- EIRMC Reports H<sub>1</sub>N<sub>1</sub> Cases. *Post Register. 1/3/2014. Quotes.*

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- Life and Death in the Coverage Gap. *Post Register*. 10/15/2015. Quotes.
- Testimony before the Idaho Senate Health and Welfare Committee. Boise, Idaho. 2/2/2016.
- Doctor's chilling testimony, "The Idaho Legislature is unfortunately responsible for those deaths." *The Spokesman Review*. 2/2/2016. Quotes.
- "Krell Accuses Legislature of Allowing 1000 to Die." *Post Register*. 2/3/2016. Quotes.
- "Truth Can't Melt Medicaid Politics." *Post Register*. 2/4/2016. Quotes.
- Idaho Doctor: Legislative Inaction has Killed 1000 Idahoans." *Idaho Business Review*. 2/5/2016. Quotes.
- Two months, 21 Cases in the Gap. *Post Register*. 3/6/2016. Quotes.
- "Medicaid Expansion: The Time is Now." Speech Idaho Capital steps. 3/24/2016. Sponsored by Better Idaho.
- Legislative Punts on Medicaid Expansion. *Post Register*. 3/24/2016. Quotes.
- Medicaid Waivers Killed. *Post Register*. 3/26/2016. Quotes.
- The Failure of Medicaid Expansion. *Post Register*. 4/3/2016. Guest Column.
- A path to cover Idahoans in the gap won't be easy. *Idaho Statesman*. 4/5/2016. Guest Editorial.
- Medicaid Debate—Boise, Idaho. (Debate against Idaho Freedom Foundation). 10/18/2016.
- Doctors Debate Medicaid Expansion. *Post Register*. 10/21/2016. Quotes.
- A Medicaid Expansion Primer: 6 Part Series. *Post Register*. October 2, 4, 9, 11, 16, 18, 2016. Guest Columns.
- Medicaid Expansion: Now What? *Post Register*. 11/20/2016. Guest Column.
- Loertscher, Krell talk Medicaid expansion. *Post Register*. 12/18/2016.
- Canadian vs. U.S. Health Care. *Post Register*. 5/17/2017.

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- What Happens Now (Medicaid Expansion) Part 1 & Part 2. *Post Register* 7/9/2017 and 7/12/2017. Op-Ed.
- The Future of Health Care in Idaho. 10/7/2017. Life Festival Lecture.
- The Idaho Health Care Plan—An Analysis: 5 Part Series. *Post Register*. 10/29/2017-11/3/2017. Op-Ed.
- A Health Care Conflict of Interest. *Post Register*. 3/6/2018. Guest Column.
- It's Money vs. Ideals in Debate Over Medicaid. *Post Register*. 8/5/2018. Guest Column.
- Class hatred and Medicaid Expansion. *Post Register* 8/27/2018. Guest Column.
- Tipping Point for Medicaid Expansion. 9/4/2018, Guest Column.
- Medicaid Expansion and my bat. *Post Register*. 11/18/2018. Guest Column.
- Work requirements create vast, useless bureaucracy. *Post Register*. 12/7/2018. Guest Column.
- Awaiting the War. *Post Register*. 4/1/2020. Guest Column.
- ICU doc: Stay home—make masks. *Post Register*. 4/3/2020. Guest Column.
- ICU doc: Healthcare system needs time and resources. *Post Register*. 4/19/2020. Guest Column.
- ICU doc: We must mask. *Post Register*. 5/10/2020. Guest Column.
- ICU doc: More testing is needed. *Post Register*. 5/14/2020. Guest Column.
- Not a time to be impatient: Krell warns of letting guard down. *Post Register*, 6/5/2020.
- Idahoans won't be intimidated into letting their neighbors die, Marty. *Post Register*. 7/21/2020. Guest Column.
- City Club of Idaho Falls honors Krell with Civility Award, *Post Register* 6/9/2020.
- Masking the Problem, *Post Register* 6/14/2020 comments.
- Turnabout: Governor Little must act on face masks; lives depend on it. *Lewiston Tribune*. 7/21/2020. Guest Column.

Curriculum Vitae  
Kenneth E. Krell, M.D.

- ICU doc: 10 things to consider about opening up schools. *Post Register*. 8/23/2020. Guest Column.
- What do legal experts say about Covid, kids and schools? *Post Register* 8/23/2020.
- Young people please help the community by wearing a mask, *Post Register*, 4/13/2020 Guest Column.
- Medicaid expansion or COVID-19, this Idaho doctor just won't keep his mouth shut, *Ground Truth*, 11/19/2020.
- At the tipping point. *Post Register* 11/15/2020.
- "I don't know how to keep my mouth shut, *Post Register* 11/22/2020. (Story about my work on Medicaid expansion and Covid)
- Idaho hospitals "very close" to crisis, ICU doctor says, *Post Register* 12/4/2020 Comments.
- Testimony at Eastern Idaho Public Health Department. 12/6/2020; *Post Register* 12/6/2020 (reprinted testimony).
- The pandemic is not over, *Post Register* 1/29/2021, letter to the editor.
- Region's infection rate rises 49% in 1 week, *Post Register* 3/16/2021 Comments.
- Eastern Idaho is the state's new COVID hotbed, *Post Register* 3/17/2021 Comments.
- ICU staff are overwhelmed, *Post Register* 3/19/2021, Guest Column.
- Think you don't need a COVID vaccine – don't bet on it, *Post Register* 4/21/2021 Guest Column.
- McGeachin's office used misleading numbers to disparage COVID vaccines, *Post Register* 9/2/2021 Comments.
- An Idaho ICU doctor's touching message went viral. Here's what he told his co-workers, *The Seattle Times* 9/20/2021 Comments.
- The Idaho ICU doctor's touching message went viral. Here's what he told his coworkers, *Idaho Stateman*, 9/20/2021 Comments.
- What's up with Omicron? *Post Register*, 1/14/2022 Guest Column.
- Resources for COVID long haulers becoming more readily available, *Post Register* 8/7/2022 comments.

Curriculum Vitae  
Kenneth E. Krell, M.D.

- Sadly, it's not over in fight against COVID, Post Register 12/16/2022 Guest Column.



**CONSENT  
AUGUST 20, 2025**

**SUBJECT**

Higher Education Research Council Appointment

**REFERENCE**

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

**BACKGROUND/DISCUSSION**

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

HERC consists of the Vice Presidents of Research from Boise State University, Idaho State University, and the University of Idaho; a representative of Lewis-Clark

**CONSENT**  
**AUGUST 20, 2025**

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

In the process of conducting a search for Douglas Sayer's replacement on the Council, HERC identified McKinsey Lyon, VP of External Affairs for Perpetua Resources, as the individual they would like to have serve as its third non-institutional representative.

Perpetua Resources, headquartered in Donnelly, Idaho, is redeveloping one of the largest, high-grade, low-cost gold projects in the United States and is committed to Idaho's resources and people as their guide. They have designed a plan to restore an abandoned mine site and responsibly develop the critical resources we need for a secure and sustainable future.

Joining HERC as its newest member, McKinsey brings unique experience, perspective, and expertise from the minerals industry and is sure to be an asset to the Council as it works to carry out its important responsibilities and duties.

**ATTACHMENTS**

Attachment 1 – Current HERC Membership – August 2025

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval.

**BOARD ACTION**

I move to appoint Ms. McKinsey Lyon as a non-institutional representative to the Higher Education Research Council, for a three-year term expiring on June 30, 2028.

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

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HIGHER EDUCATION RESEARCH COUNCIL  
August 2025

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**Dr. Nancy Glenn**

Vice President of Research & Economic  
Development  
Boise State University

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**Dr. Todd Combs**

Deputy Laboratory Director  
Idaho National Laboratory

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**Dr. Martin Blair**

Vice President for Research & Economic  
Development  
Idaho State University

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**Eileen Barber (06/23-06/26)**

Non-institutional representative  
Co-Founder  
Keynetics

---

**Dr. Grace Anderson**

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

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**Heather Messenger (06/23-06/26)**

Non-institutional representative  
Executive  
PPD Biotech

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**Dr. Christopher Nomura**

Vice President for Research & Economic  
Development  
University of Idaho

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**McKinsey Lyon (06/25-06/28)**

Non-institutional representative  
VP of External Affairs  
Perpetua Resources

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**Board Staff Support**

Dr. Heidi Estrem  
Chief Academic Officer

Mr. John Thomas  
HERC Program Manager

**CONSENT**  
**AUGUST 20, 2025**

**SUBJECT**

Accountability Oversight Committee – Reappointments

**REFERENCE**

August 2023	The Board approved reappointment of Iris Chimburas and Jodie Mills.
December 2023	The Board approved initial appointment of Geoff Penrose.
June 2024	The Board approved reappointment of Julian Duffey, Anne Ritter, and Roger Stewart.
August 2024	The Board approved initial appointment of Adam Johnson and Sherry Ann Adams.

**APPLICABLE STATUTE, RULE OR POLICY**

Idaho State Board of Education Policy 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
- One person with experience working with student achievement assessments and data
- Two members at-large.

In December 2023, Geoff Penrose was appointed to the AOC to fill the position designated for someone with experience as a school principal or charter school administrator. Geoff has more than 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

**CONSENT**  
**AUGUST 20, 2025**

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 statement of interest and resume are provided as Attachment 2.

In June 2024, Board staff were notified by Jodie Mills that shifts in her district responsibilities would prevent her from completing the final year of her two-year term. In August 2024, Adam Johnson was appointed to complete Jodie's term, thus filling the AOC position for someone with experience serving in a school district with a focus on assessment and accountability. Adam is the Assistant Superintendent and District Assessment Coordinator of Blaine County School District, a role he has served in for four years. Adam was previously a principal and district assessment coordinator for Murtaugh School District and was honored as the 2020 IASA Principal of the Year. He has almost 20 years of experience as an educator, having started as a social studies teacher for Challis School District in 2005. Additionally, Adam was recently a member of the Board's Math Work Group. Adam has a Master of Education Leadership and a Specialist of Education degree from the University of Idaho.

Iris Chimburas was recommended to the Accountability Oversight Committee by the Indian Education Committee and has held one of the at-large positions on the AOC since July 2021. She recently notified staff that she is not seeking reappointment.

**IMPACT**

Reappointment of Geoff Penrose and Adam Johnson will maintain strong membership on the Accountability Oversight Committee. The AOC will bring a recommendation to the Board at the regular October meeting to fill the vacancy for the at-large position.

**ATTACHMENTS**

Attachment 1 – Current AOC Membership List  
Attachment 2 – Geoff Penrose Statement of Interest and Resume  
Attachment 3 – Adam Johnson Statement of Interest and 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.

Board staff recommends approval.

**CONSENT**  
**AUGUST 20, 2025**

**BOARD ACTION**

I move to approve the reappointment of Geoff Penrose to the Accountability Oversight Committee for a term of 2 years commencing August 20, 2025, and ending on June 30, 2027.

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

I move to approve the reappointment of Adam Johnson to the Accountability Oversight Committee for a term of 2 years commencing August 20, 2025, and ending on June 30, 2027.

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

ACCOUNTABILITY OVERSIGHT COMMITTEE  
JULY 2025

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State Board of Education Member  
Ex-Officio

Linda Clark  
President  
State Board of Education

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Superintendent of Public Instruction or Designee  
Ex-Officio

Michelle Clement Taylor  
Director of Organizational Operations  
State Department of Education

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School District Assessment and Accountability Rep.  
Term: August 21, 2024 - June 30, 2025

Adam Johnson  
Assistant Superintendent & Data and Assessment  
Coordinator  
Blaine County School District #61

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School Level Administrator Representative  
Term: December 13, 2023 - June 30, 2025

Geoff Penrose  
Principal, Sandpoint Middle School  
Lake Pend Oreille School District #84

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Member At Large  
Term: July 1, 2023 - June 30, 2025

Vacant

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Board Staff Support

Alison Henken  
K-12 Accountability and Projects Program Manager  
Office of the State Board of Education  
[ahenken@edu.idaho.gov](mailto:ahenken@edu.idaho.gov)  
208-332-1579

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State Board of Education Member  
Ex-Officio

Cindy Siddoway  
Member  
State Board of Education

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Committee Chair, Student Achievement Assessment  
and Data Representative  
Term: July 1, 2024 - June 30, 2026

Roger Stewart  
Retired Professor, College of Education  
Boise State University

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School District Superintendent Representative  
Term: August 21, 2024 - June 30, 2026

Sherry Ann Adams  
Superintendent  
Melba School District #136

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Special Education Representative  
Term: July 1, 2024 - June 30, 2026

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

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Member At Large  
Term: July 1, 2024 - June 30, 2026

Anne Ritter  
Board Member  
Meridian Medical Arts Charter School

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**Sandpoint Middle School**  
310 S Division St · Sandpoint, Idaho 83864  
208-265-4169 (PH) 208-263-5525 (F)  
*"Make Learning Irresistible"*  
Geoffrey Penrose, Principal  
Crosby Tajan, Assistant Principal/AD

June 10, 2025

Idaho State Board of Education  
650 West State Street  
Boise, ID 83702

Dear Board Members,

I write today to request reappointment to serve on the Accountability and Oversight Committee. It would be my honor to serve for another term.

I highly value the work of the committee. In these changing times for education, it is very important that we take frequent, longitudinal, and objective dives into the effects of our decisions and efforts as educators in this great state. As the building-level administrator on the A.O.C., I believe that I have added a useful voice to that conversation.

Thank you for your consideration.

Sincerely,

Geoff Penrose  
Principal



## Geoff Penrose

### **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)

Adam Johnson  
1730 Laurelwood Dr.  
Hailey, Idaho 83333  
ajohnson@blaineschools.org  
208-578-5002  
06/30/2025

Idaho State Board of Education  
650 W. State Street, 3rd Floor  
Boise, ID 83702

Dear Members of the Idaho State Board of Education,

I am writing to express my interest in continuing my service on the Accountability Oversight Committee. It has been a privilege to contribute over the past year, and I remain committed to supporting the committee's mission to ensure transparent, equitable, and data-informed accountability systems for Idaho's public schools.

I bring to this work over twelve years of experience as an assessment coordinator in Idaho, with a perspective shaped by service in both a very small rural district and in a larger Idaho district. This dual lens has provided me with a nuanced understanding of how accountability systems impact diverse school environments and student populations across our state. My background includes implementation and analysis of statewide assessments, support for data-driven decision-making at the school and district levels, and a strong grounding in Idaho's accountability framework.

In my first year on the committee, I have appreciated the thoughtful collaboration and the opportunity to contribute to meaningful discussions on metrics, equity, and continuous improvement. I would welcome the opportunity to continue this service and help advance a system that reflects the values and realities of Idaho's schools.

Thank you for your consideration. I would be honored to continue supporting the important work of the Accountability Oversight Committee.

Sincerely,

A handwritten signature in dark ink, appearing to read "Adam S. Johnson", enclosed within a large, loopy oval shape.

Adam S. Johnson Ed.S



## Adam Scott Johnson

### Education

#### **University of Idaho**

Specialist of Education Leadership 2013  
Graduated with 4.0 GPA

Moscow, Id

#### **University of Idaho**

Masters of Education Leadership 2010  
Graduated with 4.0 GPA

Moscow, Id

#### **Boise State University**

B.A. History; Secondary Education 2005  
Dean's List

Boise, Id

#### **Minico High School**

High School Diploma 2001  
Graduated with honors

Rupert, Id

### Employment

#### **Blaine County School District**

Assistant Superintendent  
District Assessment Coordinator

2021-Current

Hailey, Id

#### **Murtaugh School District #418**

6-12 Principal  
Assessment Coordinator

2014-2021

Murtaugh, Id

#### **Murtaugh School District #418**

Social Studies Teacher  
Senior Project Director

2013-2014

Murtaugh, Id

#### **Minidoka School District #331**

Social Studies Department Chair  
Social Studies Teacher  
Digital Learning Coordinator  
Varsity Boy's Basketball Coach

2011-2013

Rupert, Id

#### **Murtaugh School District #418**

Social Studies Teacher  
Senior Project Director

2006-2011

Murtaugh, Id

#### **Challis School District #181**

Social Studies Teacher

2005-2006

Challis, Id

### Awards

2020 IASA Idaho Principal of the Year  
2013 Idaho Human Rights Educator of the Year  
2010 North Side Conference Coach of the Year  
2010 District IV 1A Div. II Boys Basketball co-coach of the Year  
2008 Member of Idaho Human Rights Education Center  
Teacher's Delegation to Europe  
2007 Magic Valley Conference Coach of the Year  
2007 Member of Idaho Human Rights Education Center  
Teacher's Delegation to Jordan  
2006 Member of Idaho Department of Education Teacher's Delegation to China  
2005 Carey Holiday Tournament Coach of the Year



## Adam Scott Johnson

Page 2

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### **Coaching Experience**

Varsity Boys Basketball Coach 2006-2013 (9 Seasons)  
Varsity Football Coach 2006, 2008, 2012 (3 Seasons)  
Varsity Girls Basketball Coach 2013-2014 (1 Season)  
Varsity Golf Coach 2007-2010 (3 Seasons)  
Athletic Director 2008-2009

### **References**

#### **Michele Capps**

Superintendent  
Murtaugh School District #418  
500 West Boyd St.  
Murtaugh, Idaho 83344

#### **Kandy Blackburn**

Director of Human Resources  
Blaine County School District  
118 W. Bullion Street  
Hailey, Idaho 83333

#### **Suzette Miller**

Assistant Superintendent  
Minidoka School District #331  
292 W 100 S  
Rupert, Idaho 83350

**IDAHO DEPARTMENT OF EDUCATION**

**SUBJECT**

Adoption of Praxis Tests and Idaho Qualifying Scores

**REFERENCE**

December 2022	Board accepted the Professional Standards Commission recommendation to approve proposed Praxis assessments and Idaho cut scores.
April 2023	Board approved Praxis assessments and Idaho cut scores.
June 2024	Board approved Praxis assessments and Idaho cut scores.

**APPLICABLE STATUTE, RULE, OR POLICY**

IDAPA 08.02.02.015.01.d - Standard Instructional Certificate  
IDAPA 08.02.02.017.01 - Content, Pedagogy and Performance Assessment for Certification

**BACKGROUND/DISCUSSION**

“One of the requirements for obtaining a Standard Instructional Certificate is demonstrating proficiency in the endorsement area being sought, as outlined in IDAPA 08.02.02.015.01.d. Each candidate must meet or exceed the state qualifying score on a content area assessment approved by the State Board of Education (Board). Praxis – Subject Assessments are one of the Board-approved content area assessments.

Educational Testing Service (ETS) periodically expires assessments, replacing them with regenerated assessments and updated multi-state qualifying scores. The following regenerated assessments are for exams previously adopted by the Board. The Idaho Department of Education recommends the following regenerated assessments and qualifying scores to the Board for approval, effective September 1, 2025:

- Adoption of Praxis assessment 5589 Middle School Social Studies, with a multi-state qualifying score of 149, to replace expiring assessment 5089 Middle School Social Studies
- Adoption of 5758 ParaPathways: Reading and Writing, with a multi-state qualifying score of 332, to replace expiring assessment 1755 ParaPro Assessment
- Adoption of 5759 ParaPathways: Mathematics, with a multi-state qualifying score of 334, to replace expiring assessment 1755 ParaPro Assessment.

**CONSENT**  
**AUGUST 20, 2025**

The last administration date of all expiring assessments is August 31, 2026. Approving the regenerated assessments with an effective date of September 1, 2025, will provide candidates with the flexibility to take either version until the older assessments are fully retired.

**IMPACT**

Approval of assessments and qualifying scores ensures compliance with Idaho Administrative Code.

**ATTACHMENTS**

Attachment 1 – ETS Praxis Assessments & Cut Scores

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval.

**BOARD ACTION**

I move to adopt Praxis assessment 5589 Middle School Social Studies, with a multi-state qualifying score of 149, to replace expiring assessment 5089 Middle School Social Studies, effective September 1, 2025.

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

I move to adopt 5758 ParaPathways: Reading and Writing, with a multi-state qualifying score of 332, to replace expiring assessment 1755 ParaPro Assessment, effective September 1, 2025.

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

I move to adopt 5759 ParaPathways: Mathematics, with a multi-state qualifying score of 334, to replace expiring assessment 1755 ParaPro Assssment, effective September 1, 2025.

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

Standard Instructional Certificate - ETS Praxis Assessments					
Endorsement Code	Endorsement	Content/ Grade Level	ETS Praxis Subject Assessment	Idaho Cut Score	Multi State Cut Score
7010	All Subjects	K-8	Elementary Education: 7002 Teaching Reading Subtest AND Elementary Education: 7003 Mathematics Subtest AND Elementary Education: 7004 Social Studies Subtest AND Elementary Education: 7005 Science Subtest	143 157 155 159	143 157 155 159
8222	American Government/Political Science	5-9	<del>5089</del> <del>5589</del> Middle School Social Studies	149	149
7222		6-12	5931 Government/Political Science	149	149
7770	American Indian Language	K-12	-	-	-
7038	Bilingual Education	K-12	5362 English to Speakers of Other Languages	155	155
8421	Biological Science	5-9	5442 Middle School Science	152	152
7421		6-12	5236 Biology	154	154
7083	Blended Early Childhood Education/ Early Childhood Special Education	Birth- Grade 3	5025 Early Childhood Education OR Elementary Subtests (See All Subjects) AND 5692 Special Education: Early Childhood/Early Intervention	156 159	156 159
7014	Blended Elementary Education/ Elementary Special Education	Grade 4-6	Elementary Subtests (See All Subjects)	See All Subjects	See All Subjects
7035	Blind and Low Vision	Pre-K-12	5354 Special Education: Core Knowledge and Applications AND 5282 Special Education: Teaching Students with Visual Impairments	145 163	151 163
8440	Chemistry	5-9	5442 Middle School Science	152	152
7440		6-12	5246 Chemistry	146	146
8144	Communication	5-9	5221 Speech Communication: Content Knowledge	143	-
7144		6-12			
8400	Computer Science	5-9	5652 Computer Science	149	149
7400		6-12			
9921	CTE - Agriculture Science & Technology	6-12	5701 Agriculture	147	147
9093	CTE - Business Technology Education	6-12	5101 Business Education: Content Knowledge	148	154
9400	CTE - Computer Science	6-12	5652 Computer Science	149	149
9401	CTE - Engineering	6-12	5053 Technology and Engineering Education	157	157
9970	CTE - Family and Consumer Sciences	6-12	5123 Family and Consumer Sciences	151	151
9092	CTE - Marketing Technology Education	6-12	5561 Marketing Education	158	-
9981	CTE - Technology Education	6-12	5053 Technology and Engineering Education	157	157
7030	Deaf/Hard of Hearing	Pre-K-12	5355 Special Education: Foundational Knowledge AND 5272 Special Education: Education of Deaf and Hard of Hearing Students	145 160	145 160
7019	Early Childhood Special Education	Pre-K-3	5025 Early Childhood Education OR Elementary Multiple Subtests (See All Subjects) AND 5692 Special Education: Early Childhood/Early Intervention	156 159	156 159
7140	Early Literacy	K-3	5205 Teaching Reading: Elementary	159	159
8451	Earth and Space Science	5-9	5442 Middle School Science	152	152
7451		6-12	5572 Earth and Space Sciences	154	154
8228	Economics	5-9	<del>5089</del> <del>5589</del> Middle School Social Studies	149	149
7228		6-12	5911 Economics	150	150
8990	Engineering	5-9			
7990		6-12	5051 Technology Education	154	159
8120	English	5-9	5047 Middle School English Language Arts	164	164
7120		6-12	5038 English Language Arts: Content Knowledge	167	167
7126	English as a Second Language (ESL)	K-12	5362 English to Speakers of Other Languages	155	155
7036	Exceptional Child Education	K-8	5355 Special Education: Foundational Knowledge AND Elementary Subtests (See All Subjects)	145 See All Subjects	145 See All Subjects
7037		6-12			
7029		K-12			
8226	Geography	5-9	<del>5089</del> <del>5589</del> Middle School Social Studies	149	149
7226		6-12	5921 Geography	153	-
8452	Geology	5-9	5442 Middle School Science	152	152
7452		6-12	5572 Earth and Space Sciences	154	154
7028	Gifted and Talented	K-12	5358 Gifted Education	157	157
8520	Health	5-9			
7520		6-12	5551 Health Education	155	-
7521		K-12			
8221	History	5-9	<del>5089</del> <del>5589</del> Middle School Social Studies	149	149
7221		6-12	5941 World and U.S. History: Content Knowledge	141	-
8133	Humanities	5-9	-	-	-
7133		6-12			
8134	Journalism	5-9	5224 Journalism	153	153
7134		6			
7080	Junior ROTC	12	-		
7139	Literacy	K-12	5206 Teaching Reading	156	156
8320	Mathematics - Middle Level	5-9	5164 Middle School Mathematics	157	157
7300	Mathematics	6-12	5165 Mathematics	159	159
8820	Music	5-9			
7820		6-12	5113 Music: Content Knowledge	148	161
7810		K-12			
7420	Natural Science	6-12	5436 General Science	141	141
7989	Online-Teacher	Pre-K-12	-	-	-
8510		5-9			
7512	Physical Education (PE)	6-12	5091 Physical Education: Content Knowledge	143	-
7511		K-12			
8430	Physical Science	5-9	5442 Middle School Science	152	152
7430		6-12	5485 Physical Science	157	157
8450	Physics	5-9	5442 Middle School Science	152	152
7450		6-12	5266 Physics	145	145
8231	Psychology	5-9	5391 Psychology	154	154
7231		6-12			
8453	Science - Middle Level	5-9	5442 Middle School Science	152	152
7200	Social Studies	6-12	5581 Social Studies	153	153
8220	Social Studies - Middle Level	5-9	<del>5089</del> <del>5589</del> Middle School Social Studies	149	149
8229	Sociology	5-9			
7229		6-12	5952 Sociology	154	154
8236	Sociology/Anthropology	5-9			
7236		6-12	5952 Sociology	154	154
7296	Teacher Leader - Instructional Technology				



Standard Instructional Certificate - ETS Praxis Assessments					
Endorsement Code	Endorsement	Content/ Grade Level	ETS Praxis Subject Assessment	Idaho Cut Score	Multi State Cut Score
7297	Teacher Leader - Instructional Specialist	-			
7298	Teacher Leader - Literacy	-	5205 Teaching Reading: Elementary (OR)	159	159
			5206 Teaching Reading (K-12) (OR)	156	156
			5302 Reading Specialist	165	165
7299	Teacher Leader - Mathematics	-	5164 Middle School Mathematics (OR)	157	157
			5165 Mathematics (OR)	159	159
			5037 Elementary Education: Math Specialist	153	153
7045	Teacher Leader - Special Education	-			
7020	Teacher Librarian	K-12	5312 School Librarian	154	154
8137	Theater Arts	5-9	5641 Theatre	148	-
7137		6-12			
8852		5-9			
7852	Visual Arts	6-12	5134 Art: Content Knowledge	151	158
7851		K-12			
8700		5-9			
7700	World Language (All other languages not listed below)	6-12	5841 World Language Pedagogy	151	158
7710		K-12			
8702		5-9			
7702	World Language - American Sign Language	6-12	0634 American Sign Language Proficiency Interview (ASLPI) by Gallaudet	3 (score is equivalent to a 160 scale)	160
7701		K-12			
8796		5-9			
7796	World Language - Chinese	6-12	5665 Chinese (Mandarin): World Language	164	164
7715		K-12			
8830		5-9			
7730	World Language - French	6-12	5174 French: World Language	156	162
7712		K-12			
8740		5-9			
7740	World Language - German	6-12	5183 German: World Language	157	163
7713		K-12			
7792		K-12			
7750	World Language - Japanese	K-12	5661 Japanese	156	156
7750	World Language - Latin	K-12	5601 Latin	152	-
7714	World Language - Russian	K-12	5671 Russian: World Language	130	130
8720	World Language - Spanish	5-9	5195 Spanish: World Language	163	168
7720		6-12			
7711		K-12			

**IDAHO DEPARTMENT OF EDUCATION**

**SUBJECT**

Appointments to the Professional Standards Commission

**APPLICABLE STATUTE, RULE, OR POLICY**

Section 33-1252, Idaho Code

**BACKGROUND/DISCUSSION**

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

Two (2) PSC members announced career changes in April and May 2025, resulting in the opening of two (2) positions on the Commission, effective July 1, 2025 – one (1) position representing certificated classroom teachers and one (1) position representing school superintendents.

Nominations were sought for open classroom teacher positions from November 18, 2024 – January 31, 2025, from the Idaho Education Association, Northwest Professional Educators. Interested educators were retained for consideration through 2026. Nominations were sought for the school superintendent position from April 25 – June 1, 2025, from the Idaho School Superintendents' Association and interested educators.

On April 10, 2025, the PSC's Recommendations Committee reviewed the nominations received for each position, considering factors such as regional representation, school size, and nominee experience, resulting in a motion to the full PSC for consideration. The PSC recommends the appointments of Melyssa Ferro of Caldwell School District and Jason Moss of Grace School District to the Commission for a three-year term beginning July 1, 2025, and ending June 30, 2028.

**CONSENT**  
**AUGUST 20, 2025**

**IMPACT**

Board action allows for the appointment or reappointment of members to the Professional Standards Commission, ensuring all seats on the Commission are filled.

**ATTACHMENTS**

Attachment 1 – Current Professional Standards Commission Members

Attachment 2 – Melyssa Ferro

Attachment 3 – Jason Moss

**STAFF COMMENTS AND RECOMMENDATIONS**

Board staff recommends approval.

**BOARD ACTION**

I move to appoint Melyssa Ferro of Caldwell School District to the Professional Standards Commission, replacing Stacey Jensen of Pocatello School District, for a three-year term beginning July 1, 2025, and ending June 30, 2028, representing certificated classroom teachers.

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

I move to appoint Jason Moss of Grace School District, replacing Lance Harrison of Preston School District, to the Professional Standards Commission for a three-year term beginning July 1, 2025, and ending June 30, 2028, representing school superintendents.

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



Idaho Professional  
Standards Commission

## 2025-2026 Member Roster

**Angela Gillman, Chair**

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

Kristi Enger, Educator Certification Director  
Idaho Career Technical Education  
Term 7/1/24 – 6/30/27

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

Angie Gilbert, Teacher of Exceptional  
Children Twin Falls School District #411  
Term 7/1/25 – 6/30/28

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

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

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

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

**MeLissa Rose, Vice Chair**

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

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

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

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

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

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


Alejandro Zamora, Elementary Principal  
Wilder School District #133  
Term 7/1/24 – 6/30/27

Vacant, State Department of Education

Vacant, School Superintendent

Vacant, Classroom Teacher

Melyssa Ferro



Career Objective:

To create citizen scholars who have the critical thinking skills necessary to be successful in making decisions about their planet and their futures.

Certification:

Idaho Education Credential: Standard Secondary: Biological Science 6-12, Natural Science 6-12

Education:

- Doctorate in Education: Learning, Instruction, and Innovation, Walden University, Minneapolis, Minnesota 2019
- Masters of Science: Middle Level Education, Walden University, Minneapolis, Minnesota 2006
- Bachelors of Science: Biology, Secondary Education, Boise State University, Boise, Idaho 1999

Teaching Experience:

- Secondary Science Capacity Builder, Caldwell School District, 2024-2025
- Digital Integration Coach, Caldwell School District, 2020-present
- Science Teacher, Physical, Life, & Earth Science, Syringa Middle School, Caldwell, Idaho Fall 2000-present
- Adjunct Faculty, Northwest Nazarene University, Nampa, Idaho 2020-present
- Elementary Science Methods Instructor, College of Idaho, Caldwell, Idaho Spring 2010-2012
- Science Teacher, Biology & Physical Science, Caldwell High Summer School, Caldwell, Idaho Summer 2004
- Science Teacher, Biology & Physical Science, Ridgecrest High School, Nampa, Idaho Summer 2000
- Science Teacher, Biology & Physical Science, Nampa High Night School, Nampa, Idaho Spring 2000

Related Experience:

- Pathways Project, Idaho State Department of Education, 2024-2025
- Book Study Facilitator, Idaho State Department of Education & Idaho Science Teaching Association, 2023-2024
- Middle School Partnership, Boise State University TRIO Program, 2022-present
- Egg Drop Coordinator, Caldwell Housing Authority, 2023-present
- Treasure Valley Urban Conservation Partnership, Spring 2022-present
- Education Advisory Council, Discovery Center of Idaho, January 2022 - present
- Science Standards Alignment Facilitator, WebbAlign, June 2022
- Science Standards Alignment, WIDA Consortium, June 2021
- Outdoor Idaho Curriculum Writer, PBS Learning Media, spring 2021
- Mastery Learning Pilot project, Team Leader, Caldwell School District, 2018-2020
- Idaho State Science Selection Committee Reviewer, summer 2017, fall 2020

- Cross State CAC Science Content Review Committee, Cambium Assessment, Inc., July 2020
- Road to Reopening Task Force, Caldwell School District, Governance and Instructional Subcommittees, Summer 2020
- Caldwell COVID-19 Response Task Force, Caldwell School District, March-May 2020
- Connecticut Science Alt Assessment Alignment Study, American Institute of Research, Content Expert, July 2019
- Idaho Assessment Science Fairness Advisory Committee, Idaho State Board of Education, December 2018
- JASON Learning Teacher Argonaut program, Cape Eleuthera, Bahamas, June 2018
- Idaho STEM Leadership Academy, Idaho State Board of Education, 2018
- Age of Agility, Idaho Governor's Office, 2018
- National Advisory Committee, Middle School Science Praxis, Educational Testing Service, July 2018
- STEM Revolution STREAMS Trainer, Dubai, UAE, January 2018
- STEM School Designation Task Force, Idaho State Board of Education, December 2017-2018
- National Science Foundation Selection Committee Reviewer, summer 2017, 2018
- Voya STEM Fellowship, National Network of State Teachers of the Year, 2017-present
- Educator Pipeline Workgroup, Idaho State Board of Education, 2017-2018
- Students Exploring the Environment and Discovering Science (SEEDS7) Partnership, Deer Flat National Wildlife Refuge 2017-present
- Idaho Curricular Materials State Approval Board, Idaho State Department of Education, Spring 2016-2020
- Organizing Committee Chair, Idaho Chapter of National Network of State Teachers of the Year, fall 2016
- Spotify for Educators Project Board Member, Spotify, 2016-2017
- Idaho State Science Fair Committee, Idaho STEM Action Center, 2016-2017
- Application Review Committee, Mastery Education Network, Idaho State Department of Education, Spring 2016
- Table Leader, Idaho STEM Summit, Idaho State Board of Education, Summer 2015
- Idaho Science Standards Adoption Committee, Middle School Chair, Idaho State Department of Education, 2015-2019
- District Science Fair Coordinator, Caldwell School District, 2014-present
- District STEM Coordinator, Caldwell School District #132, 2014-present
- Lead Teacher, Expedition Yellowstone/Explore Oregon Fieldtrip, Caldwell, Idaho 2014-present
- Department Chair, Syringa Middle School, 2013-present
- Lead Teacher, Future City Project, Caldwell, Idaho 2012-present
- Independent Contractor, Idaho State Department of Education, 21st Century Lesson Plan Master Teacher, 2012
- Science Bowl Coach, Syringa Middle School, Caldwell, Idaho 2011-present
- Math and Science Summer Institute (MASSI) Partnership, College of Idaho 2010-present
- Lead Teacher, Disney Planet Challenge Project, Caldwell, Idaho 2010-2012
- Group Leader, Habitat H2O Science Field Trip, Caldwell, Idaho 2009-present
- Cooperating Teacher, College of Idaho, Student Teaching Program, 2009, 2014
- After School Tutoring, Syringa Middle School, Caldwell, Idaho Fall 2004-2009
- Idaho Youth Games Volunteer, Caldwell, Idaho Summer 2003- Summer 2008
- Instructional Aide, Syringa Middle School, Caldwell, Idaho Spring 2000
- Substitute Teacher, Caldwell School District, Caldwell, Idaho Fall 1994-Fall 1999

**Professional Association Memberships & Involvement:**

- Communications Coordinator, Idaho Science Teaching Association, 2023-present
- President, Idaho Science Teaching Association, 2021-2023
- Idaho Education Technology Association, 2021-present
- Region 8 Board Representative, Idaho Education Association, spring 2022-present
- Region 3 Board Representative, Idaho Science Teaching Association, fall 2019-fall 2021
- Secretary/Communications, Idaho NNSTOY Chapter, 2019-2021
- International Society for Technology in Education, 2017-present
- Idaho Education Association Executive Director Search Committee, Winter 2016
- Association for Supervision and Curriculum Development, 2016-2020
- National Network of State Teachers of the Year, 2016-present
- Association of Presidential Awardees in Science Teaching, 2015-present
- Treasurer, Caldwell Education Association, 2007-present
- Delegate, Delegate Assembly, Idaho Education Association 2001-present
- National Education Association 2000-present
- Idaho Education Association 2000-present
- Caldwell Education Association 2000-present
- National Science Teaching Association 2000-present
- Idaho Science Teaching Association 2000-present
- Resolutions Committee, Region 8 Representative, Idaho Education Association, 2006-present
- Negotiations Team, Lead Negotiator, Caldwell Education Association, 2010-2011
- Idaho Middle Level Association 2005-2007, 2016-2019, 2021-present
- Vice President, Caldwell Education Association, 2005-2007

**Awards:**

- Idaho Middle Level Educator of the Year, 2024
- National Life Group Life Changer of the Year, Honor Roll member, 2019-2020
- Idaho Master Educator Portfolio Premium Awardee, 2019
- Idaho Environmental Education Association Environmental Education Award, Secondary Educator, 2019
- NEA Foundation Award for Teaching Excellence, 2018
- Idaho Education Association's Marsha Nakamura Teaching Excellence Award, 2017
- Industry's Excellent Educators Dedicated to STEM (INDEEDS) Award, Idaho Secondary, 2016
- Idaho State Teacher of the Year, 2016
- Caldwell School District Teacher of the Year, 2015
- National Finalist, Presidential Awards for Excellence in Mathematics and Science Teaching, 2013
- Teacher of the Year, Syringa Middle School, Caldwell, Idaho 2006-2007, 2014-2015
- State Level Finalist for Idaho, Presidential Awards for Excellence in Mathematics and Science Teaching 2009, 2013
- Region III Outstanding Secondary Science Teacher of the Year, Idaho Science Teacher Association, 2007-2008
- Secondary Teacher of the Month, Syringa Middle School, Caldwell, Idaho October 2005

**Publications**

- Ferro, M. D. (2019). STEM Influence on Career Choice Variables of Middle School Students Based on Gender and Ethnicity.

- Pages 539-548 in Ferdig, R.E., Baumgartner, E., Hartshorne, R., Kaplan-Rakowski, R. & Mouza, C. (2020). Teaching, Technology, and Teacher Education during the COVID-19 Pandemic: Stories from the Field. Association for the Advancement of Computing in Education (AACE). Retrieved from <https://www.learntechlib.org/p/216903/>.

**Professional Preparation/Development:**

- Idaho Education Association Summer Institute, Presenter, July 2023
- Idaho Educational Technology Association Conference, Presenter, February 2023, 2024
- Idaho Science Teaching Association Conference, Presenter, August 2022, August 2023
- International Society for Educational Technology Conference, July 2022
- National Network of State Teachers of the Year Conference, Tech Host and Presenter, July 2020, July 2021, July 2022
- The Summit on PLC at Work, Solution Tree, February 2022
- Google Educator Level 2 Certification, July 2020
- Google Educator Level 1 Certification, June 2020, June 2023
- JASON Learning National Conference, July 2019
- National Network of State Teachers of the Year Conference, July 2017
- International Society for Technology in Education Conference, June 2017
- Edcurious Problem-Based Learning, Idaho STEM Action Center, June 2017
- National Science Teaching Association Conference, Presenter, Spring 2017
- Idaho Education Association Summer Institute, Presenter, Summer 2016
- National Forum on Education Policy, Summer 2016
- TinkerCad Training, August 2016
- International Space Camp, July 2016
- National Science Teaching Convention, spring 2015, 2016, fall 2022, spring 2023
- Idaho State Science Teaching Conference, fall 2014, 2015, 2016, 2017, 2018, 2021, 2022, 2023
- iSTEM Summer Middle School Conference, Idaho, 2009-present
- Caldwell School District Science Institute, Organizer and Presenter, Summer 2015 and 2016
- Visible Learning Conference, Minnesota, Summer 2015
- STEM Innovations Conference, University of Idaho, Presenter, Summer 2015
- Common Core Standards Implementation Professional Development, Presenter, Spring 2013
- College Board Vertical Teaming Training, Spring 2013
- Grant Coordinator, Increased Science Learning with 21st Century Tools Grant, 2012-2014
- Summer Math and Science Institute, Organizing Committee, Caldwell, Idaho 2009-present
- Mathematics and Science Partnership Grant Committee, Boise, Idaho 2009-2010
- Coordinated School Health Council Member, Syringa Middle School, Caldwell, Idaho 2009-present
- Building Site Council Member, Syringa Middle School, Caldwell, Idaho 2001-2011
- JASON workshop, Monster Storms, Spring 2009
- Critical Learning Skills in the 21st Century: Collaboration for Student Success, Spring 2009
- Lead Grant Writer, Idaho National Laboratories STEM Mini Grant, Syringa Middle School, Caldwell, Idaho Spring 2009
- Peer Mentoring, Professional Learning Teams Fall 2008-Spring 2009



- Professional Book Study Group, Syringa Middle School, Caldwell, Idaho Fall 2007-Spring 2008
- Highly Effective Questioning, Professional Learning Teams Fall 2007-Spring 2008
- Data Review, Idaho Standards Achievement Test, Data Recognition Corp May 2007

**DR. JASON MICHAEL MOSS**



Education

- Doctor of Education (Educational Administration) – University of Wyoming (May 2022)
- Master of Arts in Education (Educational Leadership) – University of Wyoming (May 2013)
- Bachelor of Arts (Secondary Education: Spanish, ESL) – Idaho State University (May 2008)
- Bachelor of Arts (Spanish Language & Literature) – Idaho State University (May 2008)

Educational Experience

- **Idaho Digital Learning Alliance (IDLA)** – *Part-Time Online Principal* (2024-current)
- **Grace Joint School District #148** – *Superintendent of Schools* (2021-current)
- **Grace Joint School District #148** – *Principal* (Grace Elementary & Thatcher Elementary School, K-6) – (2020-2021)
- **Johnson County School District #1** – *Principal* (Kaycee School, K-12) – (2017-2020)
- **Crook County School District #1** – *Principal, Associate Principal, alt. HS principal, summer school Principal* (2014-2017)
- *Administrative Intern* (University of Wyoming) – (2011-2013)
- *Adjunct Spanish Instructor* – (Rock Springs, WY)
  - Taught SPAN 1010, SPAN 1020 for Western Wyoming Community College (2011-2013)
- **Sweetwater County School District #1** – *High School Spanish/Social Studies Teacher* – Farson-Eden High School (Farson, WY)
  - Taught Spanish I, II, III, Geography, Government, U.S. History, Sociology (2009-2013)
  - *Summer School Teacher* – (Rock Springs, WY)
    - ELL instructor for grades K-2, 4-6 (2009-2013)
- **Sweetwater County School District #1** – *Elementary ELL Teacher* – Lincoln Elementary School (Rock Springs, WY)
  - ELL instructor for grades K-3, 5 (2008-2009)
- *Student Teacher (Spanish)* – Pocatello High School (Pocatello, ID) (2008)

Leadership Credentials

- *Superintendent of Schools* of Grace School District, Grace, Idaho (558 students – PreK-12)
  - Responsible for evaluation of all certificated and classified staff members (~90 staff)
  - Responsible for reviewing, presenting, and upholding all school district, state, and federal policies
  - Responsible for positive relationships and communication with school district community, state Department of Education, and local legislators
  - Led multiple leadership development book studies for professional development credit as Superintendent and principal

- *Served as instructional leader for K-12 school in Kaycee*
  - *Worked with parents, community members, staff members, and students to improve the culture of the school*
  - *Taught 1 section of HS Spanish*
- *Led school from Partially Meeting Expectations to Meeting Expectations in 1 year, then Meeting Expectations the following year on WAEA (Wyoming Accountability in Education Act) report at Moorcroft K-8 School*
- *Led school from Not Meeting Expectations to Meeting Expectations at Kaycee School*
- *Sheridan College in Johnson County Advisory Board member*
- *Trained in PLC process, including collaborative teams, mission/vision statements, goals, norms, collective commitments*
- *Served as instructional leader for 50+ staff members and 460 students as principal in Moorcroft, Wyoming*
- *Successfully managed school budgets*
  - *Saved district tens of thousands of dollars on top of reductions each year as principal in Wyoming*
  - *Managed and maintained a \$6M budget as Superintendent in Grace, Idaho*
- *Hired and retained effective and innovative teachers and classified staff members*
- *Led staff & district through preparation of previous AdvancED accreditation process*
- *AdvancED Accreditation External Team Review member (4x)*
  - *Wyoming, Colorado, & Michigan*
- *Wyoming Accreditation Team Member*
  - *2019-2020 school year*
- *Developed Comprehensive School and School Improvement Plans each year as principal*
- *Created school-wide continuous improvement SMART goals*
  - *Monitored and benchmarked progress*
- *Present in classrooms, on playground, in hallways, and at school events*
- *Created a successful culture and climate, using data to increase student engagement, differentiated instruction, and achievement*
- *Bilingual in Spanish (spoken and written)*
- *Facilitated professional development workshops and teacher development days*
- *PAWS (Proficiency Assessment for Wyoming Students) and WY-TOPP Building Coordinator*
- *National Honor Society Faculty Council Member – Farson-Eden School*
- *Jr. Legislature Coach/Sponsor – Farson-Eden School (2010-2013)*
- *ACT Test Supervisor & Proctor – Farson-Eden School (2010-2013); Kaycee School (2018)*

#### Special Recognitions

- *Grow Your Own Scholarship (ESL scholarship) – Idaho St. University*
- *National Hispanic Honor Society (for Spanish majors) – Idaho St. University*
- *4.0 GPA in Master's and Doctorate degree programs – University of Wyoming*
- *DuoLingo Certified Educator*

Family/Personal Information

- *Married 18 years* (Rebecca)
- *Nine children* (Landon, 18; Bryant, 16; Luke, 15; Isaiah, 12; Blake, 10; Carter, 9; Eliana, 7; Josie, 4; Sadie, 16 months)
- *Idaho State University alumni Class of 2008*