

**CONSENT
JUNE 10, 2020**

TAB	DESCRIPTION	ACTION
1	BAHR – SECTION II – BOISE STATE UNIVERSITY – ADA COUNTY HIGHWAY DISTRICT EASEMENT	Action Item
2	BAHR – SECTION II – BOISE STATE UNIVERSITY – STUDENT HEALTH INSURANCE CONTRACT	Action Item
3	BAHR – SECTION II – IDAHO STATE UNIVERSITY – BOOKSTORE AGREEMENT	Action Item
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TAB	DESCRIPTION	ACTION
10	IRSA – GRADUATE MEDICAL EDUCATION COMMITTEE APPOINTMENTS	Action Item
11	IRSA – WYOMING, WASHINGTON, ALASKA, MONTANA AND IDAHO (WWAMI) COMMITTEE APPOINTMENTS	Action Item
12	PPGA – IDAHO DIVISION OF VOCATIONAL REHABILITATION – IDAHO STATE REHABILITATION COUNCIL MEMBERSHIP	Action Item
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14	SDE – PROFESSIONAL STANDARDS COMMISSION – EMERGENCY PROVISIONAL CERTIFICATES AND REVISED CONSIDERATIONS AND RECOMMENDATIONS	Action Item

BOARD ACTION

I move to approve the consent agenda.

CONSENT
JUNE 10, 2020

BOISE STATE UNIVERSITY

SUBJECT

Conveyance of easement to Ada County Highway District

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.5.

BACKGROUND/DISCUSSION

Boise State University (BSU) requests permission to grant an easement to Ada County Highway District (ACHD) allowing for concrete sidewalk and curb ramps on BSU property in the Lusk District. The sidewalk and ramps are part of an asphalt pathway project that will improve safety and access for pedestrians traveling to/from the Lusk District, the majority of which are BSU students.

A map detailing the location of the proposed easement is included in Attachment 1.

IMPACT

Idaho State Board of Education approval will allow ACHD to proceed with curb ramp and sidewalk improvements on this property.

ATTACHMENTS

Attachment 1 – Proposed Easement Documents

STAFF COMMENTS AND RECOMMENDATIONS

Boise State University's request to grant this easement to allow curb access requires Board approval under Board Policy V.I. since the Ada County Highway District does not qualify as a public utility. This set of safety enhancements will benefit students while requiring no financial investment from Boise State University. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to grant an easement to ACHD in substantial conformance with the attached agreement.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



Mary May, President
Kent Goldthorpe, Vice-President
Rebecca W. Arnold, Commissioner
Sara M. Baker, Commissioner
Jim D. Hansen, Commissioner

April 28, 2020

State of Idaho Board of Education
650 W. State St.
Boise, ID 83702-7719

Re: Royal Blvd, LaPointe to Lusk St Asphalt Pathway Project #: 820092.0CD, Parcel #: 1

Dear Sirs:

As you are aware, Ada County Highway District (ACHD) has an improvement project planned for Royal Blvd, LaPointe to Lusk St Asphalt Pathway. Your property is located within the planned project area and it is necessary for ACHD to acquire specific rights therein. As a staff member of the ACHD Right of Way Section, I am authorized to work with you to purchase the rights that are required for this project.

The value for the property needed for the project is established at \$0.00. The offer made herein is detailed in the enclosed acquisition packet, which contains the following documents:

- Compensation Summary
- Permanent Sidewalk Easement
- Summary of Rights of an Owner

The “Summary of Rights of an Owner” explains the right of way acquisition process and procedures and your rights as an affected property owner. The Compensation Summary provides a breakdown of the Just Compensation offered.

Please review the enclosed documents and, if they are acceptable to you, sign them as indicated and return the originals to this office in the envelope provided. Once the properly signed documents and forms have been received, normal processing takes about 30 days. *Please note the Permanent Easement needs to be signed in front of a notary.*

I want to allow you ample time to read and understand the enclosed documents, but please realize time is of the essence. **Please don't hesitate to call** or email me with any questions or concerns you may have or to set up a meeting with me. ACHD will allow 30 days for you to consider and respond to this offer. I will follow up if I **don't hear from you within** that time.

Your cooperation and prompt attention to this matter are greatly appreciated. I look forward to hearing from you.

Sincerely,



Renee Jayo
Sr. Right of Way Agent
Ada County Highway District

rjaye@achdidaho.org

(208) 387-6309

(

Enclosures as stated

Project Name: Royal Blvd, LaPointe to Lusk St Asphalt Pathway
Project: 820092.OCD
Name: State of Idaho Board of Education
R/W Parcel No: 1
T3N, R2E, Sec.10
APN: R1013250707

COMPENSATION SUMMARY

(NO COMPENSATION PER AGENCY FEE WAIVER AGREEMENT)

PERMANENT SIDEWALK EASEMENT: 287 sf

Total Compensation: NONE

ACHD WILL PROVIDE CONSTRUCTION FEATURES AS SHOWN ON THE RIGHT-OF-WAY PLANS DATED April 28, 2020, SHEET(S) 1 OF 1 AND AS LISTED BELOW:

Access Points as depicted on the plan sheets are subject to change upon redevelopment or as traffic safety conditions warrant

Negotiated Items:

Seller's disclosure of hazardous materials:

- (1) None (Seller's Initials); or
- (2) Seller's Disclosure:

Property Representative Name: Phone:

Contact Person Email Address: (Please Print Clearly)

Seller Signature: Date: Phone: By: Its:

Seller Signature: Date: Phone: By: Its:

ACHD Signature: Date: Renee Jayo, Sr. Right-of-Way Agent

ACHD Signature: Date: David Serdar, Right-of-Way Supervisor



Project Name: Royal Blvd, LaPointe to Lusk St Asphalt Pathway
Project: 820092.0CD
Name: State of Idaho Board of Education
R/W Parcel No: 1
T3N, R2E, Sec.10
APN: R1013250707

(Reserved for Ada County Recorder)

PERMANENT EASEMENT
(SIDEWALK)

THIS PUBLIC RIGHT-OF-WAY EASEMENT (SIDEWALK) (the "Easement"), is made and entered into this _____ day of _____, 2020, by and between, State of Idaho by and through the State Board of Education, hereinafter referred to as "GRANTOR," and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the state of Idaho, hereinafter referred to as "ACHD";

WITNESSETH:

FOR GOOD AND SUFFICIENT CONSIDERATION, IT IS AGREED:

SECTION 1. Recitals.

1.1 GRANTOR owns the real property located in Ada County, Idaho more particularly **described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter "Servient Estate") and on the terms and conditions hereinafter set forth desires** to grant an easement on, over and across the Servient Estate to ACHD for its and the public uses hereinafter described.

1.2 ACHD has jurisdiction over the public highways, including sidewalks, and public rights-of-way which adjoin and are **adjacent to the Servient Estate (hereinafter the "Dominant Estate")**.

1.3 ACHD desires to obtain an easement on, over and across the Servient Estate for its and the public uses hereinafter described, and, for the consideration and on the terms and conditions hereinafter set forth, GRANTOR is willing to grant such easement to ACHD.

SECTION 2. Grant and Authorized Use.

2.1 GRANTOR hereby grants to ACHD an easement for a public right-of-way on, over and across the Servient Estate for use by those members of the public who are pedestrians (as defined in *Idaho Code*, section 49-117) and by bicyclists (if the Servient Estate is located in an area where bicycles are allowed to be ridden on sidewalks), and the following uses and purposes, and no others:

- (a) construction of a concrete sidewalk and fill material and, where applicable, traffic signal facilities including but not limited to conduit, wiring and equipment on the Servient Estate **(the "Improvements")**.
- (b) statutory rights of utilities to use the public right-of-way, if any.

2.2 The easement herein granted to ACHD is for the exclusive use of ACHD and the public.

Project Name: Royal Blvd, LaPointe to Lusk St Asphalt Pathway
Project: 820092.0CD
Name: State of Idaho Board of Education
R/W Parcel No: 1
T3N, R2E, Sec.10
APN: R1013250707

SECTION 3. Construction and Installation. All costs and expenses related to the design and construction of the Improvements shall be the sole responsibility and obligation of, and shall be paid by, ACHD.

SECTION 4. Repair and Maintenance. As provided in *Idaho Code*, section 40-1412, ACHD Ordinance Number 190 and the ACHD Policy Manual, the adjacent property owner has the responsibility to pay the costs of repair and maintenance of sidewalks after ACHD has constructed the same. ACHD shall repair and maintain any traffic signal facilities at its sole cost and expense.

SECTION 5. Compliance. In constructing the Improvement ACHD covenants and agrees to comply in all respects with its policies and good engineering practices.

SECTION 6. Indemnification. ACHD shall indemnify and hold GRANTOR harmless from and against any and all claims, demands liabilities and expenses (including, without limitation, reasonable attorneys' fees), for damages, injury or death arising directly or indirectly from or in any way connected with the construction of the Improvements.

SECTION 7. Term of Easement. The term of the Easement herein granted to ACHD is perpetual.

SECTION 8. Covenants Run with the Land. This Easement is a burden upon the Servient Estate and appurtenant to and for the benefit of the Dominant Estate, and shall run with the land.

SECTION 9. Recordation.

This Agreement shall be recorded in the Official Real Property Records of Ada County, Idaho.

TO HAVE AND TO HOLD this Easement unto the ACHD forever.

GRANTOR covenants to ACHD that ACHD shall enjoy the quiet and peaceful possession of the Servient Estate throughout the term hereof; and, (b) GRANTOR warrants to the ACHD that GRANTOR is lawfully seized and possessed of the Servient Estate and has the right and authority to grant this Easement to ACHD.

Grantor: State of Idaho by and through the State Board of Education

By:
Its:

This record was acknowledged before me on this _____ day of _____, 202____, by _____ as _____ and _____ as _____ of State of Idaho by and through the State Board of Education.

Signature of Notary Public _____
My commission expires: _____

Sidewalk Easement, page 3
(2/18/08)

PARCEL DESCRIPTION

Date: April 15, 2020

A parcel of land being a portion of Government Lot 7 of Section 10, Township 3 North, Range 2 East, Boise Meridian, City of Boise, Ada County, Idaho, more particularly described as follows:

COMMENCING at the West 1/4 corner of said Section 10, marked by a 3" aluminum cap (Corner Record #95009907, records of Ada County), from which the Southwest corner of said Section 10, marked by a 2" aluminum cap (Corner Record #2016-030618, records of Ada County), bears South 01°08'38" West, a distance of 2,734.66 feet;

Thence South 01°08'38" West, coincident with the West line of said Section 10, a distance to 862.10 feet, to the centerline of W. Royal Blvd. as shown on Record of Survey Instrument No. 2017-011871 in records of Ada County;

Thence South 69°07'06" East, coincident with the centerline of said W. Royal Blvd, a distance of 557.34, to a found 5/8" rebar with a yellow plastic cap stamped "PAT LS 4347" marking the centerline of said W. Royal Blvd and S. Lusk St., from which a found 5/8" rebar with an illegible cap marking the intersection of the easterly right of way S. 9th street and the centerline of the extension of W. Royal Blvd as shown on said Record of Survey, bears South 68°59'32" East, a distance of 531.71 feet;

Thence South 68°59'32" East, coincident with the centerline of said W. Royal Blvd., a distance of 27.50 feet;

Thence North 21°06'05" East, a distance of 20.00 feet, to the Southwest corner of those lands described in Warranty Deed Instrument No. 94083317, the **POINT OF BEGINNING**;

Thence North 21°06'05" East, coincident with the westerly boundary line of those lands in said Warranty Deed, a distance of 16.58 feet;

Thence South 69°05'57" East, a distance of 14.52 feet;

Thence South 01°59'53" East, a distance of 9.63 feet;

Thence South 20°33'46" West, a distance of 7.75 feet, to a point on the southerly boundary of those lands described in said Warranty Deed, also being the northerly right of way line of said W. Royal Blvd.;

Thence North 68°59'32" West, coincident with said northerly right of way line, a distance of 18.37 feet to the **POINT OF BEGINNING**.

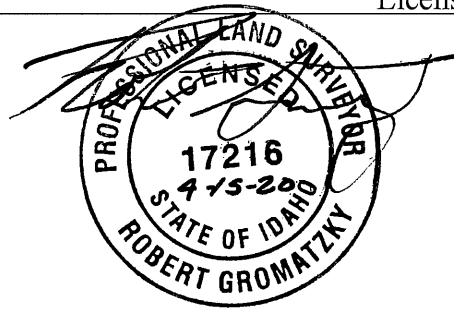
The above described parcel contains 287 square feet or 0.007 acres, more or less.

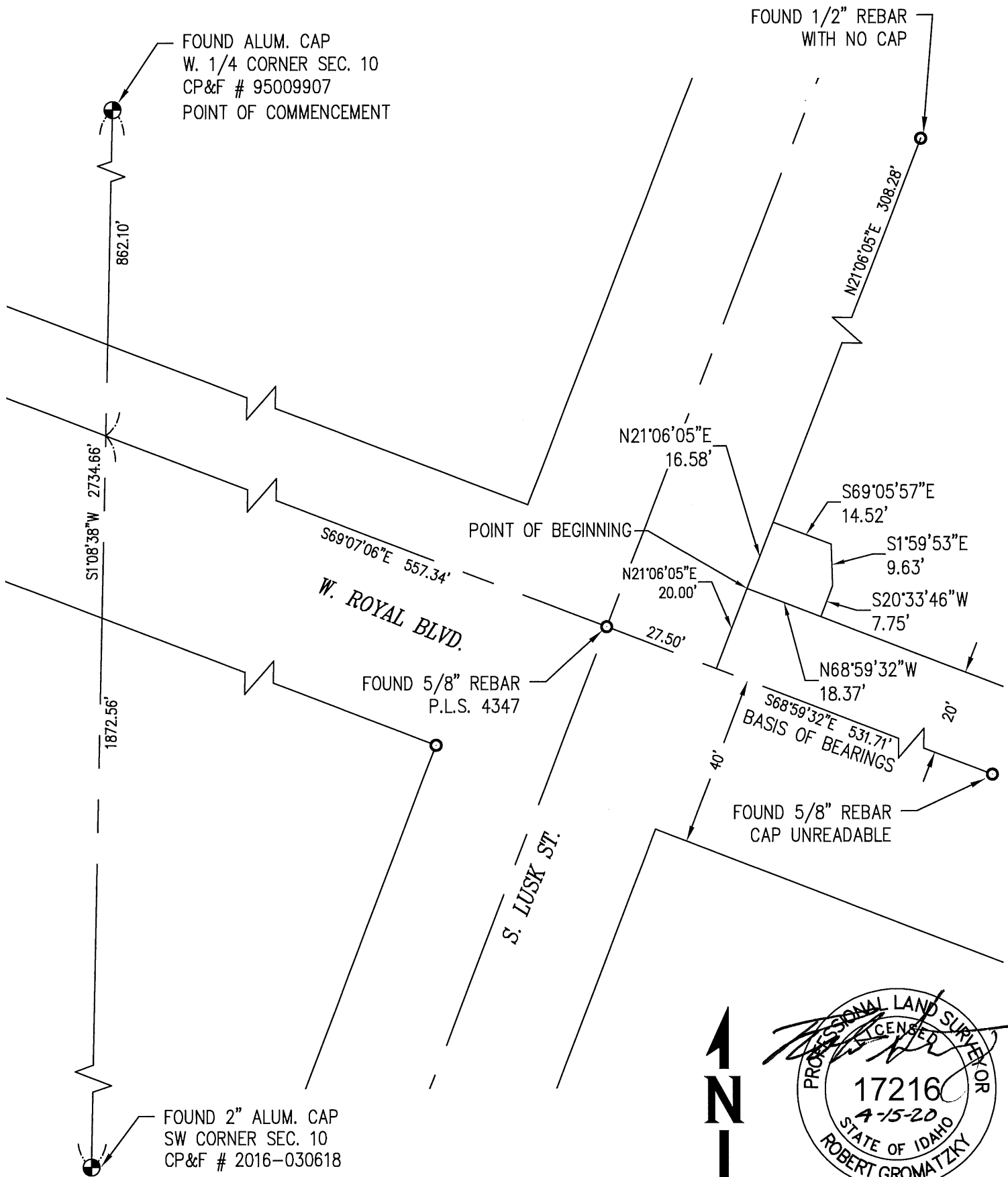
Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is South 68°59'32" East, between the found monument marking the center of the intersection of W. Royal Blvd. and S. Lusk St. and the monument marking the intersection of the easterly right of way of S. 9th St. and W. Royal Blvd.

Robert Gromatzky, P.L.S.
End of Description

License No. 17216





SHEET NUMBER

2 of 2

EASEMENT EXHIBIT
ROYAL BLVD.

ADA COUNTY HIGHWAY DISTRICT

ROYAL BLVD
CONSENT - BAHR - SECTION II

DRAWING INFO

B000125

ROYAL BLVD

1"=30'

SHEET INFO

DRAWN

WAC

CHECKED

RG

LAST EDIT

4/15/2020

PLOT DATE

4/14/2020

WHPacific

680 S. Industry Way, Ste. 10, an NVS company
Meridian, ID, 83642
208-342-5400 Fax 208-342-5353
www.whpacific.com

SUMMARY OF THE RIGHTS OF AN OWNER
WHEN ADA COUNTY HIGHWAY DISTRICT SEEKS TO ACQUIRE PROPERTY THROUGH ITS
POWER OF EMINENT DOMAIN.

(1) The Ada County Highway District has the power under the constitution and the laws of the state of Idaho and the United States to take private property for public use. This power is generally referred to as the power of "eminent domain" or condemnation. The power can only be exercised when:

(a) The property is needed for a public use authorized by Idaho law;

(b) The taking of the property is necessary to such use;

(c) The taking must be located in the manner which will be most compatible with the greatest public good and the least private injury.

(2) The Ada County Highway District must negotiate with the property owner in good faith to purchase the property sought to be taken and/or to settle with the owner for any other damages which might result to the remainder of the owner's property.

(3) The owner of private property to be acquired by the Ada County Highway District is entitled to be paid for any diminution in the value of the owner's remaining property which is caused by the taking and the use of the property taken proposed by the District. This compensation, called "severance damages," is generally measured by comparing the value of the property before the taking and the value of the property after the taking. Damages are assessed according to Idaho Code.

(4) The value of the property to be taken is to be determined based upon the highest and best use of the property.

(5) If the negotiations to purchase the property and settle damages are unsuccessful, the property owner is entitled to assessment of damages from a court, jury, or referee as provided by Idaho law.

(6) The owner has the right to consult with an appraiser of the owner's choosing at any time during the acquisition process, at the owner's cost and expense.

(7) The Ada County Highway District shall deliver to the owner, upon request, a copy of all appraisal reports concerning the owner's property prepared by the Ada County Highway District. Once a complaint for condemnation is filed, the Idaho Rules of Civil Procedure control the disclosure of appraisals.

(8) The owner has the right to consult with an attorney at any time during the acquisition process. In cases in which the Ada County Highway District condemns property and the owner is able to establish that just compensation exceeds the last amount timely offered by the Ada County Highway District by ten percent (10%) or more, the Ada County Highway District may be required to pay the owner's reasonable costs and attorney's fees. The court will make the determination whether costs and fees will be awarded.

(9) The summary of rights is deemed delivered when sent by United States certified mail, postage prepaid, addressed to the person or persons shown in the official records of the county assessor as the owner of the property. A second copy will be attached to the appraisal at the time it is delivered to the owner.

(10) If the Ada County Highway District desires to acquire property pursuant to Chapter 7, Eminent Domain, of Title 7, Idaho Code, the Ada County Highway District or any of its agents or employees shall not give the owner any timing deadline as to when the owner must respond to the initial offer which is less than thirty (30) days. A violation of the provisions of this subsection shall render any action pursuant to this Chapter 7, Eminent Domain, of Title 7, *Idaho Code*, null and void.

(11) Under section 7-711(2)(b), Idaho Code, damages may be assessed for damages to a business. In order to recover for damages to a business, the property sought to be taken by the Ada County Highway District must constitute only a part of a larger parcel, the business must be owned by the person whose lands are sought to be taken or be located upon adjoining lands owned or held by such person, the business must have more than five (5) years standing, and the taking of a portion of the property and the construction of the improvement in the manner proposed by the Ada County Highway District must reasonably cause the damages. Business damages are not available if the loss can reasonably be prevented by relocation of the business or by taking steps that a reasonably prudent person would take, or for damages caused by temporary business interruption due to construction. Compensation for business damages shall not be duplicated in the compensation otherwise available to the property owner under paragraphs (2), (3) and (4) of this Summary. Section 7-711(2)(b), Idaho Code, sets forth the procedures an owner claiming business damages must take, and the timing thereof, in the event the negotiations to purchase the property and settle damages are unsuccessful and an action in condemnation is filed by the Ada County Highway District.

(12) Nothing in this summary of rights changes the assessment of damages set forth in section 7-711, Idaho Code.

CONSENT
JUNE 10, 2020

BOISE STATE UNIVERSITY

SUBJECT

Contract for Student Health Insurance

REFERENCE

April 2010

The Idaho State Board of Education (Board) approved a contract with Relation Insurance Services (f.k.a. Ascension) for student health insurance.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a.

BACKGROUND/DISCUSSION

In July 2009, the Idaho State Division of Purchasing issued a RFP for a contract for student health insurance available to all of the higher education institutions. After the Board approved the contract in April 2010, the company that is now Relation Insurance Services-Education Inc. was awarded the contract for three years plus seven one-year renewal options.

After the Board's policy change in response to the implementation of the Affordable Care Act, Boise State University (BSU) re-evaluated its student medical insurance needs and elected to continue to provide a voluntary student health insurance plan, graduate assistant insurance, international student insurance (for students studying in the U.S.) and secondary insurance for intercollegiate athletes.

The current annual renewal expires July 31, 2020. The requested contract extension is for one year with an option for an additional year, which would extend the agreement through July 2022. Renewal rates are negotiated annually with Relation, but the University does not anticipate the two year total to exceed \$6 million.

IMPACT

The program in place has been working well since 2009. Extending the existing program through July 2022 provides continuity of service and care for students.

ATTACHMENTS

Attachment 1 – Contract extension

Attachment 2 – 2020-21 Plan options

STAFF COMMENTS AND RECOMMENDATIONS

Boise State University's relationship with Relation Insurance Services – Education ("Relation"), allows them to use Relation's expertise to cultivate the lowest cost and best coverage available for some areas of specialized insurance. BSU has planned both carefully and conservatively in order to assure these lines of

CONSENT
JUNE 10, 2020

insurance are available to BSU for a year with the option for a one-year extension. Staff recommends approval.

BOARD ACTION

I move to approve Boise State University's request to extend its student health insurance contract with Relation Insurance Services-Education Inc. for a maximum of two years for a total cost not to exceed \$6 million, and to delegate authority to the president to execute any applicable agreements in accordance with the information provided herein.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

PURCHASE AGREEMENT ADDENDUM

This Purchase Agreement Addendum (the “**Purchase Agreement**”) is dated effective as of the date of the last signature by a party hereto, and is by and between Relation Insurance Services-Education, Inc. (“**Relation**” or “**Company**”) and Boise State University (“**University**” and together with Company, the “**Parties**”) for the purchase of certain insurance services set forth on [QUOTE NO.] between Company and University (the “**Quote**”).

WHEREAS, Company and the State of Idaho are parties to that certain State Contract No. CPO02267, effective April 26, 2010, as amended to date (the “**State Contract**”), which State Contract benefitted the University, among other public agencies; and

WHEREAS, the Parties wish to continue to utilize the already negotiated and agreed upon terms and conditions set forth in the State Contract to govern the Parties’ relationship and the provision of those services set forth in the Quote for one (1) additional contract year, with one optional renewal of an additional one (1) year term.

NOW, THEREFORE, the Parties agree as follows:

1. **Terms and Conditions.** The Parties elect to apply all terms and conditions of the State Contract to the Quote, and incorporate the same herein by this reference, except as modified herein and except to the extent any such terms and conditions conflict with applicable Idaho law.
2. **Scope.** The scope of this Purchase Agreement covers only the services set forth in the Quote. This Purchase Agreement is exclusively for the benefit of the University, and not any other parties to, or parties benefitted by, the State Contract. The University shall place orders under this Purchase Agreement, as specified in the Quote or any future quote entered into hereunder between the Parties and referencing this Purchase Agreement, responsible independently from other public agencies of the State of Idaho for following the terms and conditions hereof.
3. **Term.** The Term of this Purchase Agreement shall be from August 1, 2020 through July 31, 2021. The Parties may renew for one additional one (1) year term, upon mutual written agreement.
4. **Amendments.** Amendments to this Purchase Agreement, including the terms and conditions of the State Contract incorporated by reference herein, shall be made in writing, signed by each of the Parties.
5. **Governing Law.** This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without regard for its conflict of law principles. Any action to enforce the provisions of this Purchase Agreement shall be brought in state district court in Ada County, Idaho. In the event any terms of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Purchase Agreement shall remain in full force and effect.
6. **Precedence.** In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order: (i) this Purchase Agreement; (ii) the State Contract; (iii) the Quote.
7. **Entire Agreement.** This Purchase Agreement, including the Quote and the State Contract, which is comprised of the solicitation, the vendor’s response, and the award documentation, sets forth the entire agreement between the Parties. These documents shall be read to be consistent and complementary, and in accordance with the order of precedence set forth in Section 6 above.

By signing below, each party represents and warrants they have authority to bind Company and University, respectively, to the Purchase Agreement.

**RELATION INSURANCE
SERVICES-EDUCATION, INC.**

BOISE STATE UNIVERSITY

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



Boise State University
2020-21 GA, Vol. SHIP, International SHIP Renewal

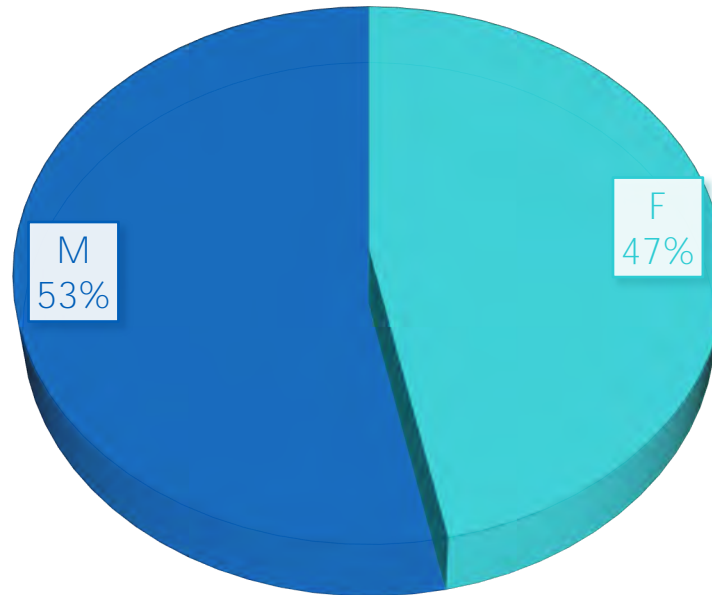
Boise State University 20_21 SHIP



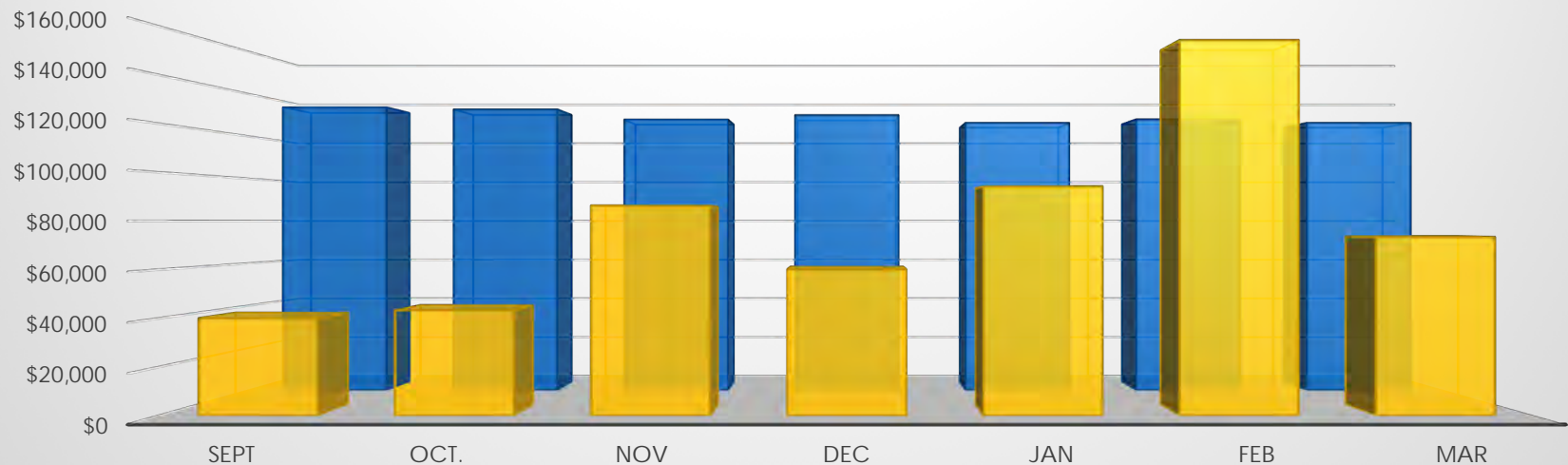
Graduate Assistants

Graduate Assistant Plan – Census Data

Member Type	Gender	Medical Count	Medical Avg. Age
Student	F	215	28
	M	235	29
	Total Enrolled:	450	29



Monthly Income vs Expense

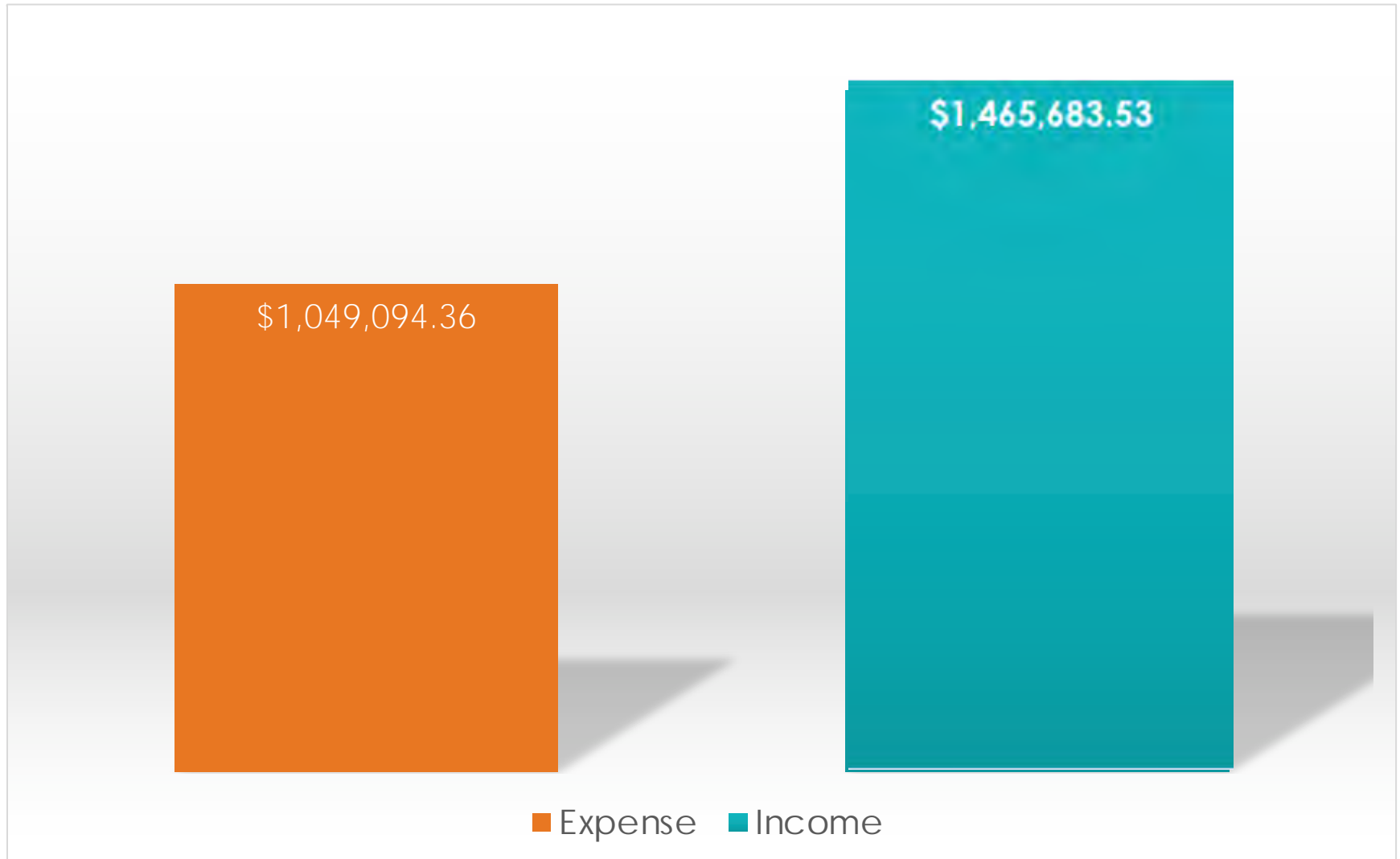


	Sept	Oct.	Nov	Dec	Jan	Feb	Mar
■ Paid Amount	\$39,981	\$43,284	\$86,372	\$60,080	\$94,311	\$154,479	\$73,414
■ Premium	\$133,794	\$132,805	\$128,020	\$130,103	\$126,450	\$128,136	\$126,450

71.5% Loss Ratio As of 2.29.20

ATTACHMENT 2

(Compare to 48% As of 2.28.19)



G.A. Plan Options Compared

	PS Current	PS Renewal	BCID	WELLFLEET
Network	PSN	PSN	BLUE CROSS	CIGNA
Individual Deductible	\$1,250/\$2,500	\$1,250/\$2,500	\$1,250/\$2,500	\$1,250/\$2,500
Family Deductible	\$2,500/\$5,000	\$2,500/\$5,000	\$2,500/\$5,000	\$2,500/\$5,000
Carrier Coinsurance	80%/60%	80%/60%	80%/60%	80%/60%
Individual Out-of-Pocket Maximum (In/Out)	\$4,500/\$9,000	\$4,500/\$9,000	\$4,500/\$9,000	\$4,500/\$9,000
Family Out-of-Pocket Maximum (In/Out)	\$9,000/\$18,000	\$9,000/\$18,000	\$9,000/\$18,000	\$9,000/\$18,000
Preventative Care and Immunizations	100%	100%	100%	100%
Student Health Center Copay	\$0	\$0	\$0	\$0
Primary Copay	20% after ded.	20% after ded.	20% after ded.	20% after ded.
Specialist Copay	20% after ded.	20% after ded.	20% after ded.	20% after ded.
Emergency Room Fee (waived if admitted)	\$100	\$100	\$100	\$100
Rx Deductible	Subject to Medical Ded.	Subject to Medical Ded.	Subject to Medical Ded.	Subject to Medical Ded.
T1 / T2 /T3	\$25 / \$45 / \$75	\$25 / \$45 / \$75	\$25 / \$45 / \$75	\$25 / \$45 / \$75
Tier 4	\$75	Same as retail	\$75	\$75
Accidental Death and Dismemberment	N/A	N/A	N/A	\$10,000
Telehealth Copay	\$10	\$10	\$10	\$0
Tele-Mental Health Copay	\$10	\$10	\$10	\$0
Monthly Premium	\$281.00	\$298.00	\$299.00	\$274.00
% Change	-	+ 6%	+ 6%	- 2.8%
Annual Change	-	+ \$91,800	+\$97,200	- \$43,200

*BCID must be selected with V-SHIP

*BCID trend + 2% for next year renewal

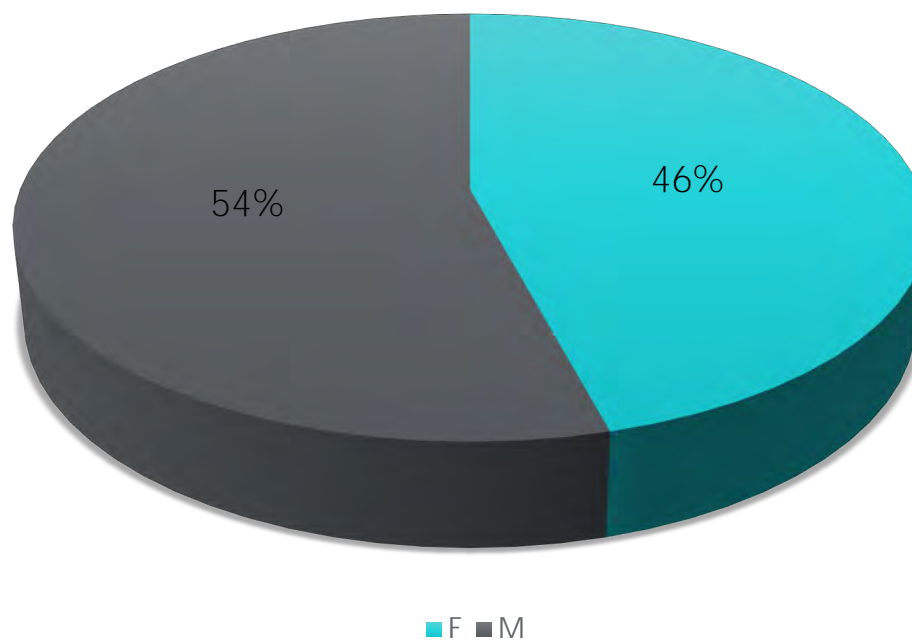




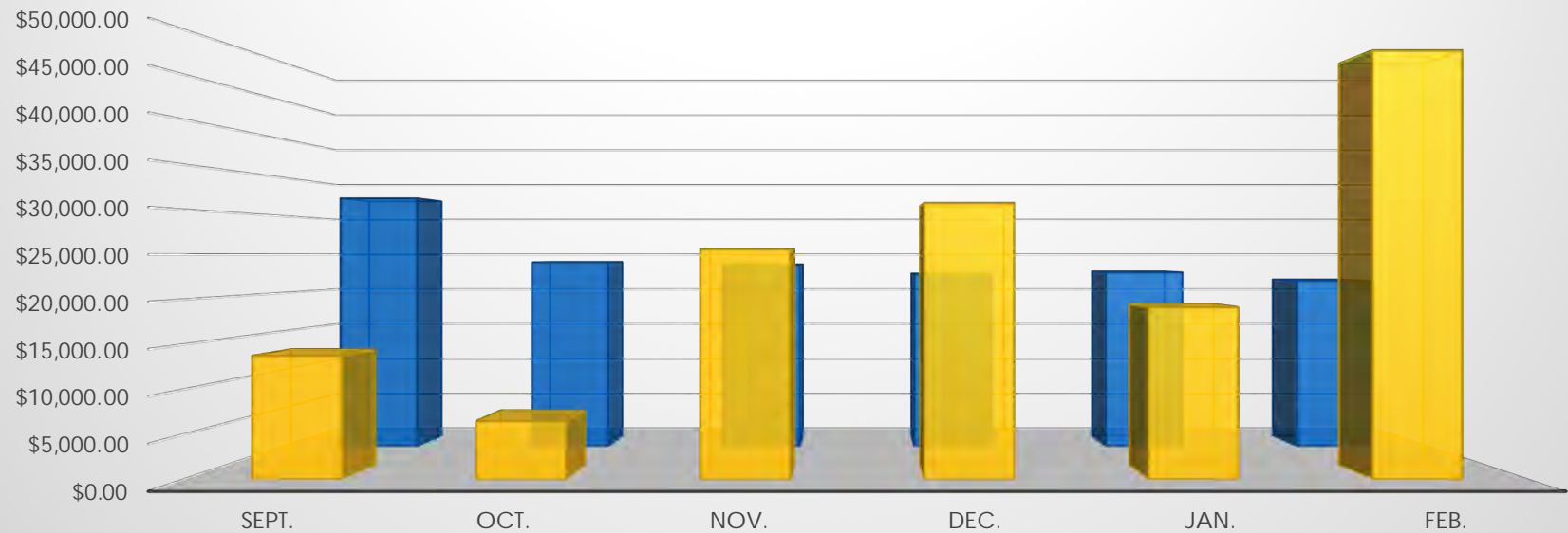
International - iSHIP

Enrollment Demographics as of 3.4.20

Member Type	Sex Code	Medical Count	Medical Avg. Age
International Student	F	72	22
	M	85	22
	Total Enrolled:	157	22

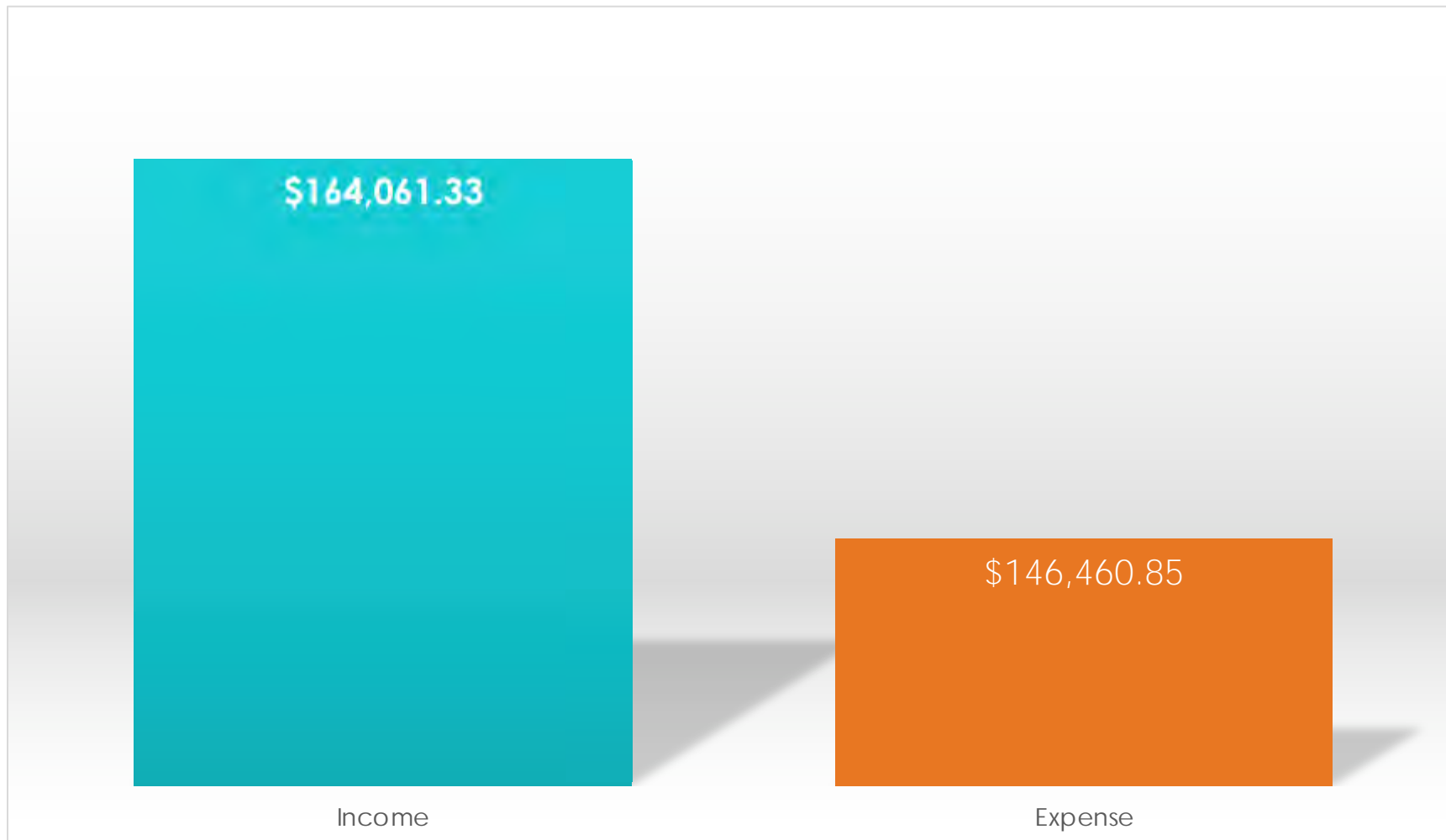


I-SHIP Income vs Expense

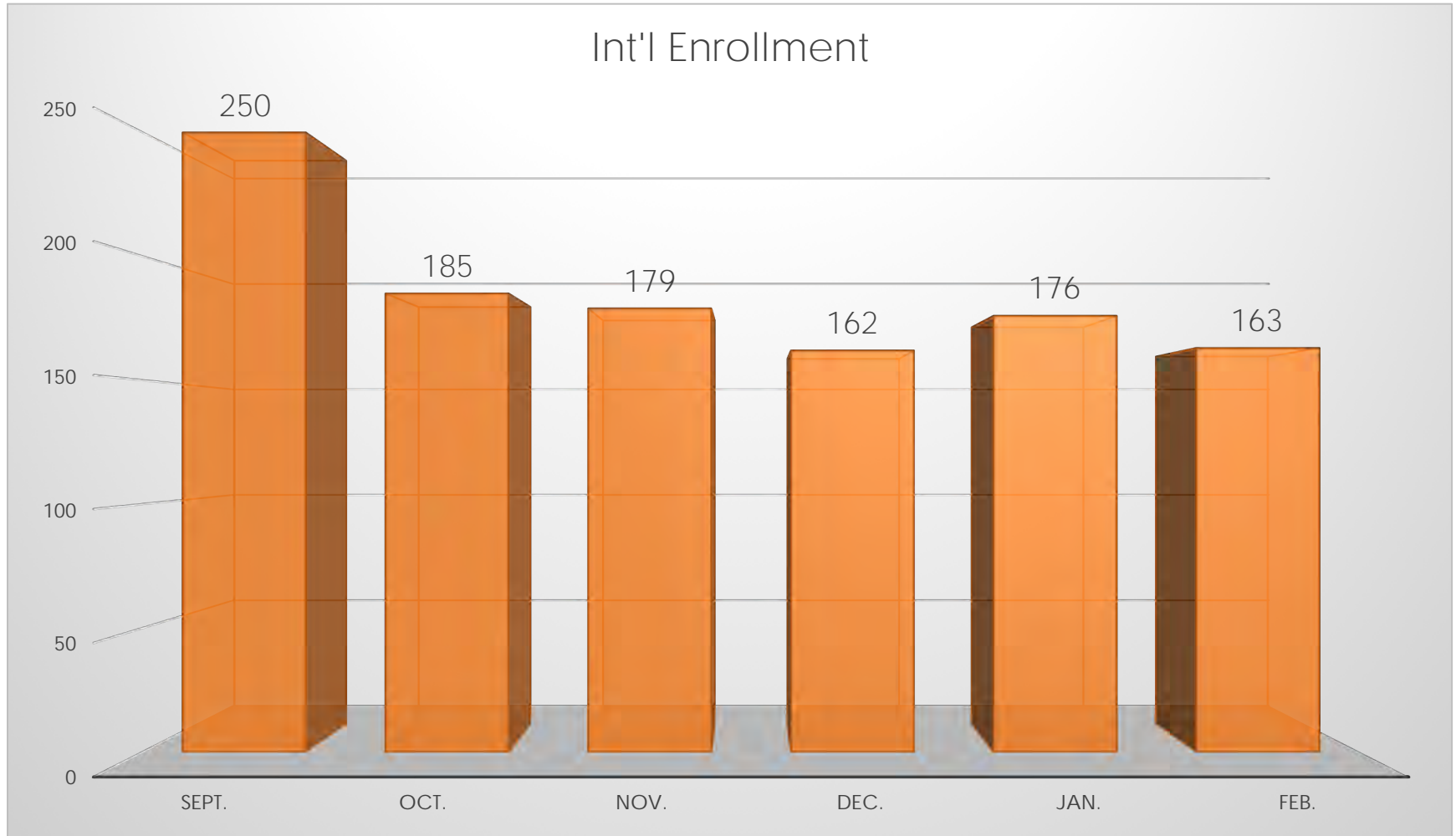


	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.
Expense	\$13,713.05	\$6,442.43	\$25,592.23	\$30,740.80	\$19,125.38	\$47,732.06
Income	\$32,340.00	\$23,991.33	\$23,660.00	\$22,400.00	\$22,680.00	\$21,560.00

89.27% YTD Loss Ratio



Contributing Factors



i-SHIP Plans Compared

	PS Current	PS Renewal	BCID	Allied World
Network	PSN	PSN	BLUE CROSS	FIRST HEALTH
Sickness / Injury Max	Unlimited	Unlimited	Unlimited	\$250,000
Individual Deductible	\$0	\$0	\$0	\$200
Carrier Coinsurance	100%/80%	100%/80%	100%/80%	90%/70%
Individual Out-of-Pocket Maximum (In/Out)	\$5,000	\$5,000	\$5,000	\$5,000
Preventative Care and Immunizations	100%	100%	100%	Up to \$500
Student Health Center Copay	\$0	\$0	\$0	\$0
Primary Copay	\$20	\$20	\$20	\$25
Specialist Copay	\$20	\$20	\$20	\$25
Rx Deductible	None	None	None	None
Tier 1	50%	50%	50%	\$15
Tier 2	50%	50%	50%	\$50
Tier 3	50%	50%	50%	\$50
Tier 4	50%	50%	50%	50%
Emergency Room Fee (waived if admitted)	\$100	\$100	\$100	\$200
Massage Therapy	18 Visits	18 Visits	No Limit	20 Visits
Telehealth Copay	N/A	N/A	\$10	\$0
Tele-Mental Health Copay	N/A	N/A	\$10	\$0
Intercollegiate Sports	Not Covered	Not Covered	Not Covered	Up to \$5,000
Monthly Premium	\$157	\$220	\$186	\$139
% Change	-	40%	18%	-11%

Allied World – A closer look

Carrier A.M. Best Rating Network	Allied World A- (Excellent) First Health	
BENEFIT DESCRIPTION	BENEFIT LIMITS (IN-NETWORK)	BENEFIT LIMITS (OUT-OF-NETWORK)
Max Benefit Limit per Sickness or Injury	\$250,000	\$250,000
Deductible per Policy Year	\$200	\$200
Pre-Existing Conditions	\$2,500 during the 6-month Pre-Existing Waiting Period; up to the Policy Maximum thereafter	
Maximum for Intercollegiate Sports Injuries	Covered up to \$5,000	
Coinsurance	90%	70%
Out-of-Pocket Max	\$5,000 (Deductible, copayments and coinsurance apply toward OOPM)	
Copays:		
Student Health Center	\$0, then 10%, up to OOP (10% coin. verified; options to come)	
Telehealth	\$0	N/A
Tele-Mental Health	\$0	N/A
Physician, Outpatient	\$25, then 10%, up to OOP	30% of Customary and Reasonable
Urgent Care	\$25, then 10%, up to OOP	30% of Customary and Reasonable
Hospital Inpatient	\$100, then 10%, up to OOP	30% of Customary and Reasonable
Emergency Room (waived if admitted)	\$200, then 10%, up to OOP	30% of Customary and Reasonable
Rx (including Oral Contraceptives and devices)	\$15 Generic / \$50 Brand / 50% Specialty (deductible waived)	

Allied World – A closer look

Carrier A.M. Best Rating Network	Allied World A- (Excellent) First Health	
BENEFIT DESCRIPTION	BENEFIT LIMITS (IN-NETWORK)	BENEFIT LIMITS (OUT-OF-NETWORK)
Mental & Nervous Conditions Including Substance Abuse	Inpatient	\$10,000 Max
	Outpatient	\$5,000 Max
	Physiotherapy	20 visits max
Acupuncture / Chiropractic Care	20 visits max	20 visits max
Pregnancy (only if conception occurs while covered under this plan)	Treated as any other Illness	
Newborn Nursery Care	Treated as any other Illness	
Medical Evacuation	100% of the Covered Expenses	
Repatriation of Remains	100% of the Covered Expenses	
Accidental Death & Dismemberment	\$10,000	
Emergency Reunion Benefit	\$1,500	
Dental Injury Only	\$500 max	\$500 max
Extension of Benefits	31 days	31 days

Allied World – Trip Delay w/ Quarantine Benefit

Trip Delay Benefit	
Quarantine*	<p>\$100 per day 15-day max \$1500 max limit Coverage begins after 12 hours</p>
Any delay of a Common Carrier delay (as certified by the Common Carrier);	
Lost or stolen passport, travel documents or money (must be substantiated by a police report);	
Natural Disaster;	
The Insured being directly involved in and delayed due to a traffic accident while en route to a departure (must be substantiated by a police report);	
Hijacking;	
Civil Disorder or Riot	

*Quarantine means the Insured is forced into medical isolation by a recognized government authority, their authorized deputies, or Physician due to the Insured either having, or being suspected of having, a contagious disease, infection or contamination while the Insured is traveling outside of their Home Country.



Allied World – Optional Benefits

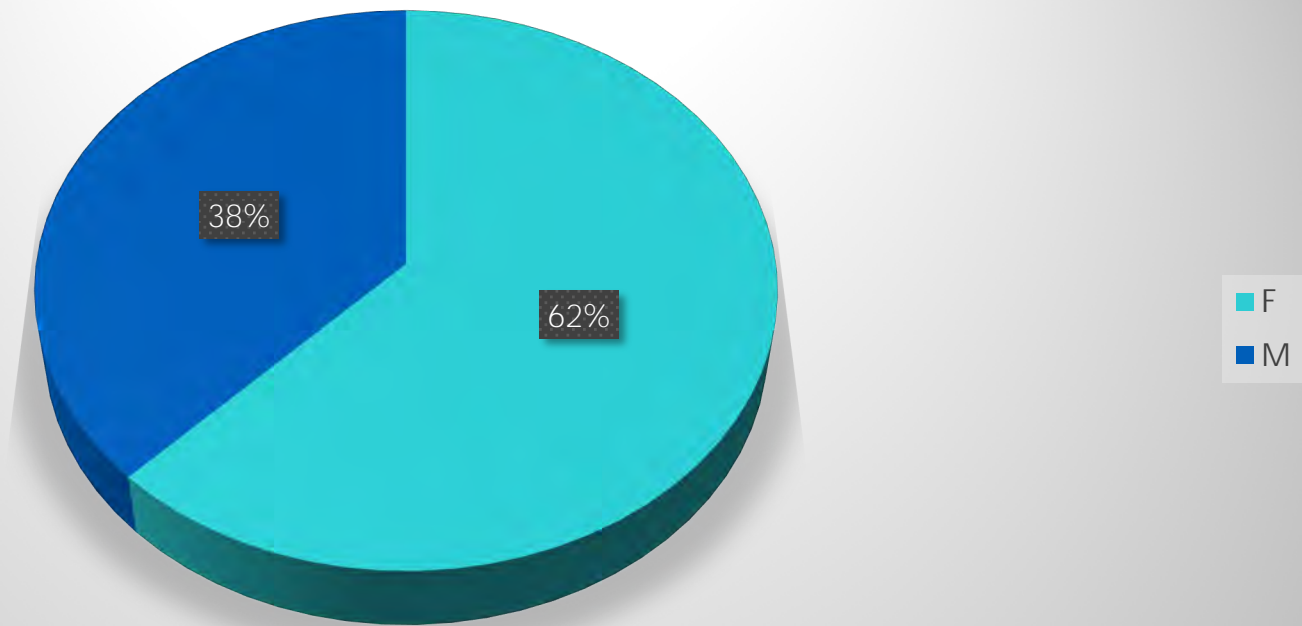
Carrier A.M. Best Rating Network	Allied World A- (Excellent) First Health
MONTHLY PREMIUM	\$139
Options	
\$500,000 per Sickness or Injury	+ \$7 per month
Change Deductible to \$100	+ \$3 per month
Change Coinsurance to 100%	+ \$40 per month
\$10,000 ICS Benefit	+ \$10 per month
Remove Pre-Ex Waiting Period	+\$15 per month



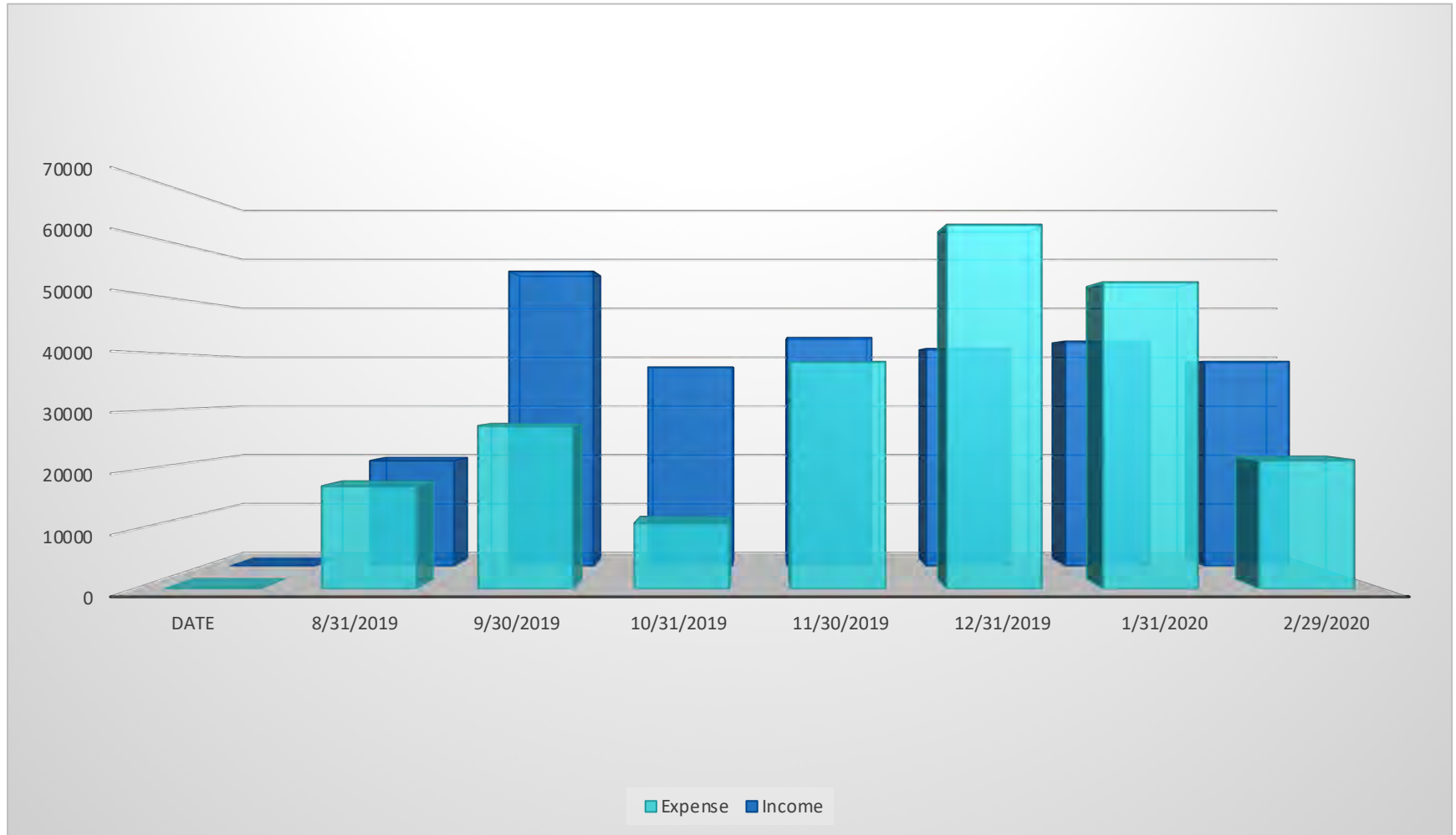
Voluntary SHIP

Voluntary SHIP - Demographics

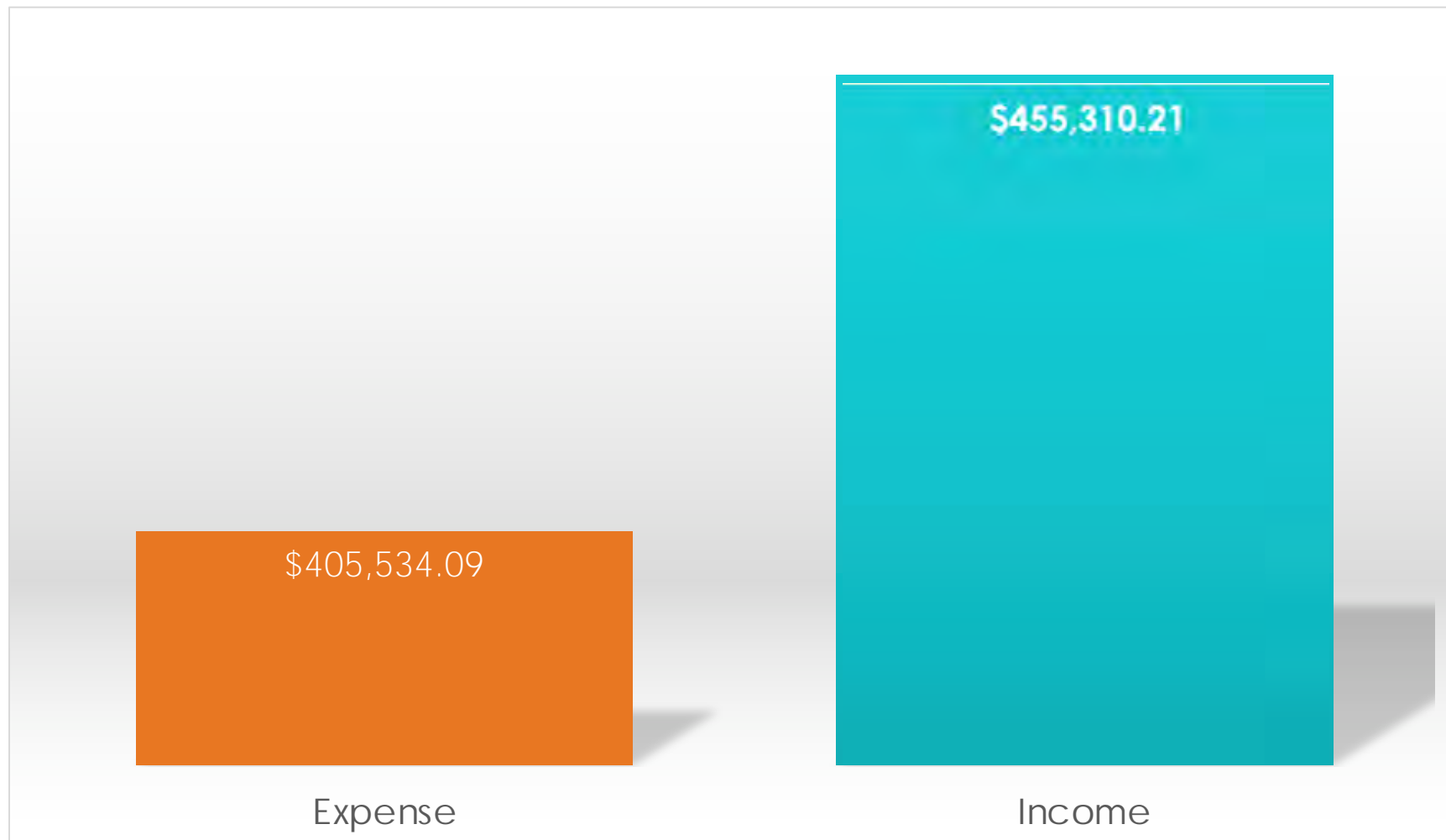
Member Type	Sex Code	Medical Count	% of Total	Medical Avg Age
Student	F	81	62%	27
	M	49	36%	26
	Total Enrolled:	130		



V-SHIP Income vs Expense



V-BSU 89% Loss Ratio thru 2.29.20








V-SHIP Plan Comparisons

	PS Current	PS Renewal	BCID
Network	PSN	PSN	BLUE CROSS
Individual Deductible	\$2,000	\$2,000	\$2,000
Carrier Coinsurance	60%/50%	60%/50%	60%/50%
Individual Out-of-Pocket Maximum (In-Network)	\$7,350	\$7,350	\$7,350
Preventative Care and Immunizations	100%	100%	100%
Student Health Center Copay	\$0	\$0	\$0
Primary Copay	60% After Ded	60% After Ded	60% After Ded
Specialist Copay	60% After Ded	60% After Ded	60% After Ded
Brand Rx Deductible	\$250	\$250	\$250
RX Copay T1 / T2 / T3 / T4	\$15/\$45/\$75/\$250	\$15/\$45/\$75/\$250	\$15/\$45/\$75/\$250
Massage Therapy	18 Visits	18 Visits	18 Visits
Telehealth Copay	N/A	N/A	N/A
Intercollegiate Sports	Not Covered	Not Covered	Not Covered
Monthly Premium	\$350	\$408	\$396
% Change	-	16%	13%



Relation™ **BCID must be selected with the G.A. plan.*
**BCID trend + 2% for next year renewal*

Individual Market Costs Age:27

+ Compare				
	SelectHealth Gold 2000 - no deductible for office visits	\$2000 Deductible	Gold Metal Level	\$439^{.80}/mo Select Plan
		More plan details ▼		
+ Compare				
	IDID Southwest Gold 2000	\$2000 Deductible	Gold Metal Level	\$438^{.52}/mo Select Plan
		More plan details ▼		
+ Compare				
	SAHA Southwest Gold Connect 2000	\$2000 Deductible	Gold Metal Level	\$449^{.13}/mo Select Plan
		More plan details ▼		
+ Compare				
	Navigator Gold 2000	\$2000 Deductible	Gold Metal Level	\$485^{.00}/mo Select Plan
		More plan details ▼		
+ Compare				
	Navigator Gold 1500	\$1500 Deductible	Gold Metal Level	\$508^{.00}/mo Select Plan
		More plan details ▼		

IDAHO STATE UNIVERSITY

SUBJECT

Approval of five-year contract with Barnes and Noble College

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3.a

BACKGROUND/DISCUSSION

The Idaho State University (ISU) bookstore operations have been outsourced to Follett since 1999. The current contract expires on June 30, 2020. ISU initiated an RFP process in the spring of 2020 to solicit proposals for the upcoming 5-year period. ISU received two proposals, one from Follett and one from Barnes and Noble College. The successful proposal was submitted by Barnes and Noble College. The proposed contract begins July 1, 2020 and continues through June 30, 2025.

IMPACT

Approval of the contract generates approximately \$1,600,000 over a (5) year period and continues to provide textbook and supply services to ISU.

The annual payment to ISU is calculated as a percentage of gross sales. Based upon current sales volumes, this amounts to approximately \$1,550,000. In addition, Barnes and Noble College will invest \$155,000 in capital to upgrade the store and POS system.

ATTACHMENTS

Attachment 1 – Proposed Contract
Attachment 2 – RFP

STAFF COMMENTS AND RECOMMENDATIONS

Bookstore operations are a generally accepted part of campus life. The bookstore not only provides the requisite textbooks for students, but it often provides other basic academic and life supplies for students together with school spirit apparel. While bookstores have seen revenues decline in higher education as books have become more readily available online, the bookstore continues to meet a number of student needs. Outsourced bookstores also generate revenue for colleges and universities, allowing them to take advantage of the purchasing power that is generated through larger bookstores. Idaho State University solicited contracts and seeks to award the contract to Barnes and Noble, with anticipated revenues of over \$1,500,000. Staff recommends approval.

CONSENT
JUNE 10, 2020

BOARD ACTION

I move to approve the request by Idaho State University to enter into a five-year contract to outsource ISU bookstore management to Barnes and Noble College as set forth in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**Agreement for Bookstore Services
between
Idaho State University
and
Barnes & Noble College Booksellers, LLC**

1. Engagement of Barnes & Noble College:

Idaho State University hereby engages Barnes & Noble College Booksellers, LLC (“Barnes & Noble College”) to operate and provide services for the bookstores of Idaho State University (the “Bookstore”) on the terms and subject to the conditions set forth herein, and Barnes & Noble College hereby accepts such engagement.

2. Term and Termination:

This Agreement shall govern the relationship between Idaho State University and Barnes & Noble College regarding the Bookstore for the period July 1, 2020 through June 30, 2025.

Idaho State University and Barnes & Noble College each shall have the right to terminate this Agreement (a) at any time by giving one hundred twenty (120) days written notice to the other party or (b) upon thirty (30) days written notice to the other party in the event the other party materially breaches this Agreement and does not cure the breach within such timeframe (provided, however, if the default cannot be cured within thirty (30) days and the defaulting party is attempting in good faith to cure the default, the time period shall be extended for a reasonable period of time).

3. Idaho State University Shall Provide to Barnes & Noble College at Idaho State University’s Expense:

- a) An appropriate, safe and habitable Bookstore location in retail-ready condition for ongoing operations and, if applicable, ready for Barnes & Noble College renovations or improvements.
- b) Heat, light, utilities, and air conditioning as is reasonably required for operation of the Bookstore.
- c) The Bookstore and the building in which the Bookstore is located (“Building”) in compliance with all applicable fire, ADA, building, electrical codes and regulations.
- d) Current office equipment, safe, furniture, fixtures, file cabinets (those not owned by the current contractor), telephone equipment and service (including campus telephones and wiring), and campus Wi-Fi within the Bookstore.
- e) All repairs and maintenance for the Building.
- f) Trash and recycling (cardboard) removal, snow removal, and extermination services for the Bookstore.
- g) All financial services made available by Idaho State University to its students for the purchase of educational materials and other products within the Bookstore.

- h) The placement of an electronic link on Idaho State University's home page, registration system, and within Idaho State University's learning management system ("LMS") to the Bookstore's web site.
- i) Property, excise, and municipal taxes, as applicable, on the Bookstore and the Building.
- j) A daily export file with the required student data for Barnes & Noble College to be able to provide its Adoption and Insight Portal ("AIP") to Idaho State University.

4. Barnes & Noble College Shall Provide to Idaho State University at Barnes & Noble College's Expense:

- a) Employees, including payroll and payroll system costs, workers compensation coverage, and employee benefits (if any).
- b) Bill paying and accounting, including sales tax collection, reporting and payment for merchandise sold.
- c) Maintenance, upgrades and repair of technology systems within the Bookstore.
- d) General custodial services. Barnes & Noble College shall provide for all normal janitorial cleaning to ensure a clean and attractive appearance of the Bookstore.
- e) Loss prevention services.
- f) Long distance telephone services through a vendor selected by Barnes & Noble College.

5. Management of Bookstore Operations and Staff:

Barnes & Noble College is responsible for and has overall supervision and control of the management of the activities of the Bookstore. Barnes & Noble College shall provide adequate services which are deemed by Idaho State University to be in the best interest of the students, faculty, and staff, and it shall stock merchandise and sell those books and commodities which are typically sold in a university bookstore as well as other specific products, which may be requested for sale by the administration of Idaho State University.

Barnes & Noble College is expected to participate in a communication program with members of Idaho State University's community. A "Bookstore Advisory Committee" shall be formed and shall meet periodically to discuss Bookstore related issues. Other boards, committees, task forces, and work groups may be formed as directed by Idaho State University, and Barnes & Noble College shall participate as required.

Barnes & Noble College shall staff the Bookstore with experienced and qualified managerial and customer service personnel. During peak "rush" periods, Barnes & Noble College shall use sufficient additional personnel at the Bookstore to avoid unnecessary lines and to expedite making educational materials available to students.

Idaho State University Bookstore personnel shall continue service only so long as their work and personal behavior are acceptable to Barnes & Noble College and Idaho State University. Barnes &

Noble College will comply with written requests by Idaho State University to remove or reassign store personnel so long as such requests are not contrary to applicable law.

Barnes & Noble College shall instill within its employees the importance that “first class” customer service be provided to Idaho State University students, faculty, staff, and visitors. Barnes & Noble College shall maintain proper standards of courtesy, superior service, and professionalism in all relationships with the Idaho State University community.

Barnes & Noble College shall receive prior approval from Idaho State University, through its Associate Vice President for Student Affairs, on the appointment of all Barnes & Noble College management personnel who are employed at the Idaho State University Bookstore prior to final action taking place.

Barnes & Noble College has the right to set its own wages and benefits (if any) for Bookstore employees. Barnes & Noble College will employ students of Idaho State University at the Bookstore whenever reasonably possible.

6. Services Expected:

Barnes & Noble College shall operate the Bookstore as an independent contractor and with its own credit and preferred vendors. Services of the Bookstore shall include the following:

- a) The Bookstore shall be Idaho State University’s exclusive retail buyer and seller of all required, recommended or suggested course materials and supplies, including books delivered in all formats (digital, rental, new, or used), course packs, interactive or other courseware, computer software containing learning content, textbook rentals, open educational resources (“OER”) available for purchase, and materials published or distributed electronically, through the LMS, sold over the Internet, or through hosted e-commerce links. Barnes & Noble College will provide exclusive on-line services through the Bookstore website including fulfillment of any distance learning material needs during the term of this Agreement.
- b) In order to expand affordability to students, Barnes & Noble College will work with Idaho State University if it opts to provide a “First Day™” (inclusive access) program to its students. In such event, Idaho State University and Barnes & Noble College shall work together to negotiate publishers’ pricing of textbooks and course materials. Except for any applicable opt-out or other legal obligations that are the responsibility of Idaho State University, Barnes & Noble College will be responsible for the procurement of desired textbooks and course materials and will manage the First Day™ program on behalf of Idaho State University. Additionally, the parties acknowledge and agree (i) Barnes & Noble College shall be the exclusive retail (e-commerce) entity permitted to either place a link on the LMS or accept sales directly from Idaho State University students and/or as part of a course charge through the LMS and (ii) Idaho State University shall prohibit all third parties, including but not limited to publishers and sellers of textbooks and course materials, from placing direct links within the LMS or soliciting sales directly from Idaho State University students and faculty through the LMS. Finally, in the event any such third parties place a link on the LMS permitting direct sales of textbooks or course materials to Idaho State University students, Idaho State University shall remove and disable such links and retail functionality.
- c) The Bookstore shall be the exclusive retail (and eCommerce) agent to accept all campus debit card and financial aid transactions for Bookstore merchandise typically sold in college bookstores. Payments for any Idaho State University department charge sales using a department index code will be guaranteed by Idaho State University and are payable within thirty (30) days of invoice

date. Barnes & Noble College will invoice Idaho State University for all course materials for students who participate in the First Day model, and Idaho State University will pay Barnes & Noble College within thirty (30) days of the invoice.

- d) The Bookstore shall also be Idaho State University's exclusive retail "on-campus" and Internet seller of other items typically sold in college bookstores, such as books in addition to those described in (a) above, educational supplies, notebooks, stationery, desk and room accessories, gift items, class and alumni rings and jewelry, and clothing, including any and all such items bearing an Idaho State University emblem, logo, insignia or other identifying mark subject to the limitations below.

Idaho State University will prohibit, except as cited elsewhere in this Agreement, the sale of textbooks and course-related materials by any individual or organization, other than Barnes & Noble College, anywhere on Idaho State University property and/or using computer systems controlled by Idaho State University. Idaho State University further agrees to limit the sale, by any individual, department, or organization of Idaho State University, on property controlled by Idaho State University, of other goods or merchandise regularly stocked by Barnes & Noble College with the following exceptions: 1) Bengal clothing, novelties, cups, hats, and memorabilia (Bengal Merchandise) presented for sale by the Athletic Department during athletic-related events outside of home football games. Barnes & Noble College may negotiate with the Athletic Department to handle such sales at other athletic competitions; 2) Bengal Merchandise sold by the Idaho State University Alumni Association; 3) special Bengal Merchandise sales of a limited nature, by recognized student organizations, student government, or Idaho State University departments, provided authorization has been granted by the Associate Vice President for Student Affairs or his/her designee; and 4) Bookstore-related promotional materials packaged, and approved by Idaho State University's Admissions Department, which are provided to prospective students, new freshmen, and transfer students.

Idaho State University shall encourage its departments to purchase needed items from Barnes & Noble College when such items are not available from Idaho State University's office supplies vendor.

- e) Barnes & Noble College shall work with Idaho State University's Department of Marketing and Communications or its designee in purchasing goods from vendors licensed to reproduce Idaho State University's name, logo, and other marks. Upon request, Barnes & Noble College shall provide Idaho State University copies of invoices from vendors supplying products bearing Idaho State University's name, logo, and/or marks for purposes of auditing reports and royalty fees submitted by licensed vendors. Barnes & Noble College may not use Idaho State University's name, logo, and/or mark in any advertising or promotional materials without the prior written consent of Idaho State University except to the extent required for its performance under this Agreement.
- f) Idaho State University acknowledges and agrees any attempt to circumvent Barnes & Noble College by entering into any oral or written agreement or arrangement with a third party for such services and sources of the type outlined in this Agreement, or any materially reduced enrollment or elimination or modification by Idaho State University of significant programs or departments, could materially and detrimentally impact the revenue stream of this Agreement. In such event, the guarantee shall be eliminated and the parties agree to discuss the renegotiation of the financial terms of the Agreement.

- g) The Bookstore shall be the exclusive agent for the rental and/or sale of graduation caps and gowns and commencement invitations.
- h) The Bookstore shall have a non-exclusive right to sell convenience store items such as food, health and beauty items, and other sundries.
- i) Barnes & Noble College will provide exclusive custom publishing services for Idaho State University course packs. Such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs, and distribution and sale of the course packs in the Bookstore. Complimentary desk copies of course packs will be provided to faculty members.
- j) Barnes & Noble College shall provide special book order services for students, faculty, and staff and endeavor to obtain the earliest possible delivery of such books.
- k) Barnes & Noble College shall provide charge sales for supplies for Idaho State University departments and offices who provide a department index code. Payments for such charge sales shall be guaranteed by Idaho State University and payable within thirty (30) days.
- l) Barnes & Noble College will allow full-time faculty and staff of Idaho State University a 15% discount on all merchandise available at the Bookstore except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.
- m) Barnes & Noble College will offer a 20% discount on all authorized departmental purchases except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.
- n) Idaho State University shall not accept advertising or permit tabling or other promotional activities by any seller of college course materials and/or course supplies other than the Bookstore at any event sponsored by Idaho State University or located on the Idaho State University campus.
- o) Barnes & Noble College will work with Idaho State University in new student orientation, alumni and faculty outreach through the Igniting the New Student Connection, Igniting the Alumni Connection and Igniting the Faculty Connection programs. To facilitate these programs, Barnes & Noble College shall work with Idaho State University to provide Barnes & Noble College with all enrolled student, parent, alumni and faculty email lists on an annual basis.
- p) Barnes & Noble College, in conjunction with Idaho State University, will implement Barnes & Noble College's Campus Connect Technologies, including but not limited to registration, student financial aid, LMS and AIP integrations, and enrollment feeds.
- q) Notwithstanding any other provisions in this Agreement, the parties agree Idaho State University may enter into an arrangement with a third party for the sole and exclusive purpose of the third party providing an on-campus location where individual faculty, staff, and students may pick up mail and packages containing goods ordered online. For the avoidance of doubt, and regardless of any other provision in this Agreement to the contrary, this arrangement shall not include, and the parties hereby explicitly do not permit, (1) such third party to provide any of the services exclusively provided by Barnes & Noble College under this Agreement, (2) Idaho State University providing such third party any faculty, staff, or student email addresses or other contact

information, for the purpose of the third party directly marketing course materials or general merchandise to faculty, staff, or students, or (3) Idaho State University providing the Booklist (as defined below) or a list of adoptions to such third party at any time.

7. **Guaranteed Amount / Calculated Commission:**

On an annualized basis, Barnes & Noble College will pay Idaho State University the greater of the following:

(A) **Guaranteed Amount** or (B) **Calculated Commission**.

A. **Guaranteed Amount:**

Contract Year 1 (July 1, 2020 – June 30, 2021): \$300,000

After Contract Year 1, Barnes & Noble College will provide a Guaranteed Amount in all future years of this Agreement equal to ninety percent (90%) of the Calculated Commission of the prior contract year.

B. **Calculated Commission:**

14% of all Gross Sales up to \$2,000,000

15% of all Gross Sales over \$2,000,000

AND

7% of all Gross Sales of First Day™ and Digital Products

In any contract period that is less than a complete year, payments shall be based on the Calculated Commission.

“Gross Sales” is defined as all collected in-store and online/website sales and Barnes & Noble College-owned textbook rentals at the Bookstore, including the amounts earned from (i) processing transactions for publishers related to the consignment of their rental property and (ii) Barnes & Noble College’s marketing programs and relationships with its brand partners, less voids, refunds, sales tax, handling fees associated with non-return of rental textbooks, campus debit card fees, computer hardware sales, contractually discounted sales (such as discounted department and faculty/staff sales), pass-through income, merchandise sales at less than a 20% initial gross margin, Gross Sales of First Day™ and Digital Products, and other merchandise mutually designated as non-commissionable.

“Gross Sales of First Day™ and Digital Products” is defined as all collected in-store, online/website sales, and sales of (i) eTextbooks, (ii) pure digital products, and (iii) course materials within the LMS through the First Day model less voids, refunds, sales tax, and handling fees associated with non-return of rental textbooks.

If annual Gross Sales shall materially decrease as a result of legislation, conflicting or other campus agreements, material changes in Idaho State University policy or the business model of the industry (such as digital books or direct publisher sales), removal by Idaho State University of significant programs or departments, declining enrollment at Idaho State University (defined as decreased full- and part-time student enrollment of five percent (5%) or more over the prior year), or other reasons outside the reasonable control of Barnes & Noble College, Idaho State University agrees to negotiate

in good faith with Barnes & Noble College on an appropriate reduction or other change to the Guaranteed Amount and/or Calculated Commission.

8. Payment Schedule:

The applicable Calculated Commission as set forth above hereof shall be made monthly by Barnes & Noble College to Idaho State University and shall be paid within thirty (30) days after the close of the month in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year and will include any adjustments required by the calculations in Section 7. Each payment shall be accompanied by a detailed statement of its computation. Barnes & Noble College shall furnish supporting documentation to Idaho State University upon request.

9. Donations:

Barnes & Noble College will provide \$5,000 for annual donations to Benny's Pantry of Idaho State University.

10. Signing Bonus:

Barnes & Noble College will provide a \$50,000 one-time signing bonus to Idaho State University to be used at its discretion. Payment of the one-time signing bonus shall be made at the commencement of the Agreement.

Barnes & Noble College will amortize the one-time signing bonus on a straight-line basis over the 5-year period of this Agreement. Should Idaho State University cancel this Agreement before the end of that period, then Idaho State University shall reimburse Barnes & Noble College for any amount of the investment not yet amortized. For avoidance of doubt, a nonrenewal of this Agreement at the end of the Agreement period shall not constitute a cancellation.

11. Sales Representation:

Idaho State University has represented to Barnes & Noble College that sales for the year ending June 30, 2019 were \$2,209,071, net of all refunds, voids, sales tax, low or no margin sales, and discounts provided to customers, as provided by Idaho State University on November 13, 2019. This figure includes sales in all locations for which Barnes & Noble College will assume operations. Because Barnes & Noble College based its financial offer in reliance on this figure and maintaining the existing business and programs, the parties agree to discuss the renegotiation of the financial offer if the reported sales are found to be in error or materially inaccurate or if they are negatively impacted by a change in Idaho State University's policy.

12. Renovations:

Barnes & Noble College will spend up to \$100,000 to design, construct, equip, and install fixtures in the Bookstore. Barnes & Noble College will depreciate this investment on a straight-line basis over the 5-year period of this Agreement. Should Idaho State University cancel this Agreement before the end of that period unless such cancellation is caused by breach of this Agreement by Barnes & Noble

College or is caused by the breach of Idaho State University, then Idaho State University shall reimburse Barnes & Noble College for any amount of the investment not yet depreciated. For avoidance of doubt, a nonrenewal of this Agreement at the end of the Agreement period shall not constitute a cancellation.

13. Final Approval of Renovations:

In order to provide the best possible service for Idaho State University's students, faculty and other customers, final approval and necessary alterations of any Bookstore plans will be mutually agreed upon to ensure the plans with Barnes & Noble College's minimum operational and retailing standards.

14. Pricing Policies—Sales Markup Basis:

Barnes & Noble College represents that the sale markup basis at the Bookstore will be as follows:

- a) New textbooks will be sold at no greater than (i) the publisher's list price or (ii) a 25% gross margin on net priced books, inclusive of restocking fees. Net priced books are defined as books purchased from publishers that do not have a publisher's suggested list price or when the publisher's discount to the Bookstore is less than 20%.
- b) Used textbooks will be sold at or less than 25% off the new selling price.
- c) Course packs and textbooks purchased from publishers with restrictive or non-returnable text policies or are single use products will be priced at up to a 30% gross margin.
- d) Barnes & Noble College will set rental fees for each textbook title, and any given title's fee may vary as a percentage of the retail selling price.
- e) School supplies will be priced at or below manufacturers' suggested retail prices.
- f) Barnes & Noble College shall stock current bestsellers at a 25% discount, and on select titles, shall occasionally offer special prices of up to 50% off publishers' list prices.

Barnes & Noble College shall, upon request, provide proof of conformity to pricing policies as specified herein.

15. Calendar of Operating Hours:

Barnes & Noble College shall maintain a schedule of operating hours and weeks of business for the Bookstore in accordance with the official Idaho State University calendar and in mutual agreement with Idaho State University in meeting the needs of the students, faculty and staff. Bookstore hours will be extended during each registration period, during the first two (2) weeks of the fall and spring terms, and the first week of each summer session.

16. Book Orders and Deadlines:

Barnes & Noble College shall fill orders for books and required supply items from term to term in accordance with textbook and supply adoptions by the faculty. The Bookstore shall be given notice by the faculty or authorized department designees of the textbook and supply adoptions for all courses offered as follows:

- a) On or before October 1 for the spring term.
- b) On or before March 1 for the summer sessions.
- c) On or before April 1 for the fall term.

Barnes & Noble College shall be responsible, at its cost and expense, for contacting in a timely manner all faculty members for their textbook and supply adoptions. Idaho State University shall not be responsible for compiling, nor shall it maintain, a list of such adoptions.

17. Booklist:

In the course of providing the services contracted for in this Agreement, Barnes & Noble College collects certain information from the faculty (whether through AIP, its course book information forms, or otherwise) and creates a computer database containing, among other things, course book information (all such information, the "Booklist"). The Booklist and these forms and database are Barnes & Noble College's proprietary information, created at substantial cost and expense to Barnes & Noble College, and used in connection with its business.

Should Idaho State University require any information that may be contained within the forms or the database either for its educational purposes, or in order to comply with any public records request where no exemption is available (such as an exemption for commercial information), Idaho State University understands that it will be responsible for collecting that information from the faculty.

Subject to Section 6(a), nothing set forth in this Section 17 shall be construed to limit in any manner the right of any other off-campus vendor to use its own course book information form to obtain this information from the faculty.

18. Used Book Purchase and Resale:

Barnes & Noble College shall buy books from Idaho State University faculty, staff and students at the following prices:

- a) When the Bookstore has been notified that the book will be used at Idaho State University the following term, Barnes & Noble College shall buy back the book at 50% of the customer's purchase price (provided the book is a good used copy) until the Bookstore has filled its quota.
- b) In the absence of such notification, or if the book will not be used for the following term or is to be replaced shortly by a revised edition according to an announcement of the publisher, the book will be purchased at the wholesale price.
- c) Used books in good condition will be sold by Barnes & Noble College at 25% less than the new selling price.

19. Refunds and Exchanges:

Barnes & Noble College shall offer refunds and exchanges as follows:

a) Textbooks and Required Course Materials

The Bookstore will issue refunds in the original form of payment for textbooks and required course materials purchased at the Bookstore if returned in the original condition, with an original receipt and within the first week of classes. Within thirty (30) days of the first day of classes, textbooks and required course materials will be refunded with an original receipt and with a valid proof of add/drop.

b) General Reading Books, Medical and Specialty Reference Books, Software, Audio, Video, & Small Electronics

The Bookstore will issue refunds in the original form of payment if returned in the original condition, with an original receipt and within fourteen (14) days of purchase. Opened software, audio books, DVDs, CDs, music and small electronics may not be returned for a refund but can be exchanged for the same item if defective.

c) All Other Merchandise

The Bookstore will issue refunds in the original form of payment any time during the semester for other merchandise purchased at the Bookstore if returned in the original condition and with the original receipt. If a return is made without the original receipt, a store credit will be issued at the current selling price.

Refunds or exchanges will not be issued for the following items: food and beverages, unwrapped loose leaf books or shrink wrapped titles that do not have the wrapping intact, digital content once accessed or activated, custom course materials, outlines, study guides, school guides, magazines, gift cards, phone cards, newspapers, magazines, and prepaid cards.

20. Policy Posting:

Barnes & Noble College shall post conspicuously Bookstore policies concerning refunds, buybacks, price matching, and exchanges.

21. Repurchase of Inventory:

In the event of cancellation of this Agreement, Idaho State University shall repurchase, or require a successor contractor to purchase, (a) Barnes & Noble College's non-rental inventory at cost and (b) Barnes & Noble College's rental inventory outstanding at the time of the transition at the buyback value (50% of the retail price).

In the event of termination of this Agreement for any reason, Idaho State University shall provide (1) a secure space in or near the Bookstore during the last two weeks of the then-current term or semester

to allow Barnes & Noble College to collect from students outstanding textbooks on consignment owned by the publishers and (2) reasonable support related to such returns, including but not limited to communications to students. Alternatively, if Idaho State University chooses not to provide such space and support, Idaho State University shall assume and be wholly responsible for all of Barnes & Noble College's liability to the publishers related to the textbooks on consignment during the applicable term or semester, including but not limited to financial obligations with regard to the returns or non-returns of textbooks.

Should Idaho State University change logo or contracted athletic apparel provider/licensee, Idaho State University will either give Barnes & Noble College six (6) months written notice or will allow Barnes & Noble College to automatically deduct from commissions due the cost of unsold emblematic merchandise.

22. Access to Point of Sale (POS) Financial and Accounting Information:

Following reasonable advance written notice, Barnes & Noble College shall provide Idaho State University access to the Bookstore accounting records, which may include sales information captured by Barnes & Noble College's POS system. This will be done in compliance with PCI guidelines that protect card holder information. Store POS reports are available by register. All POS activity is verified daily by the Home Office Sales Audit system. In addition, all registers have:

- a) Transaction number controls with further security level restrictions by cashier type.
- b) Electronic Journal, receipt and detail tape provisions, with required PCI protection.
- c) Display window for customer viewing.

23. Insurance and Indemnification:

Barnes & Noble College shall procure at its own expense, and maintain during the existence of this Agreement, the following policies of insurance in connection with the operation of the Bookstore:

- a) Workers Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
- b) Comprehensive General Liability Insurance subject to \$3,000,000 limits.
- c) Property Damage Liability Insurance in the amount of \$1,000,000.
- d) Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage.

At the request of Idaho State University, Barnes & Noble College shall obtain and deliver certificates evidencing such insurance from its insurers. Barnes & Noble College's insurance policies for the Bookstore shall name Idaho State University and the State of Idaho as an additional insured, but only with respect to liability arising out of operations performed for such insured by or on behalf of the name insured.

Barnes & Noble College shall indemnify, defend, and hold Idaho State University harmless from third party claims arising out of Barnes & Noble College's negligent operation of the Bookstore and any of its willful acts or omissions, except for claims solely caused by the negligence of Idaho State University or any of its employees, agents or representatives, for which Idaho State University shall, to the extent allowed by law, indemnify, defend, and hold Barnes & Noble College harmless.

24. General Terms and Conditions:

- a) Confidentiality. During the term of this Agreement, each party may be provided information that relates to the other party's financial, marketing, or customer information, research, development, business activities, products, services, technical knowledge, or personally identifiable student and employee information, or such information that is otherwise of value to the disclosing party and not generally known to third parties. To the extent permitted by law, including any public record disclosure law that may be applicable, all such information shall be deemed "Confidential Information". Each party may use the Confidential Information of the other party only in connection with the specific duties authorized by this Agreement and shall not, directly or indirectly, use, copy, disclose, or disseminate to any other person or entity any Confidential Information. Each party agrees to protect the confidentiality of the Confidential Information in the same manner that it protects its own confidential information but with no less than a reasonable standard of care. The obligations set forth herein shall not apply to any Confidential Information that becomes known to the public through lawful means and without violation of any law or agreement not to disclose such Confidential Information.

Each party further agrees it shall cause its personnel and representatives to agree to be bound by the terms of this Agreement and be responsible for any of their breach thereof. To the extent legally permissible, each party agrees to notify the other party of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure. If a party is required by an interrogatory, subpoena, civil investigative demand, or similar process to disclose any Confidential Information, to the extent legally permissible, such party shall promptly provide written notice to the other party so the other party may seek to avoid or minimize the required disclosure or, in the discretion of the disclosing party, waive compliance with the provisions of this Agreement. The terms of this section shall survive the expiration or termination of this Agreement.

- b) Notices. All notices pursuant to this Agreement shall be sent to the following individuals by certified mail or overnight delivery service:

Idaho State University
Office of General Counsel
921 So. 8th Ave., Stop 8410
Pocatello, ID 83209

Barnes & Noble College Booksellers, LLC
Kim Otte
120 Mountain View Blvd
Basking Ridge, NJ 07920

with a courtesy copy to:
Barnes & Noble College Booksellers, LLC
120 Mountain View Boulevard

Basking Ridge, NJ 07920
Attn: Legal Department

- c) Environmental Matters. To the best of its knowledge, Idaho State University is not aware of any health or environmental problems that currently exist or are likely to develop in the Building or the Bookstore. Idaho State University shall be responsible for remedying promptly any health or environmental problem at the Bookstore or in the Building, other than those caused by Barnes & Noble College, and notifying Barnes & Noble College accordingly.
- d) Compliance with Laws. Barnes & Noble College and Idaho State University each shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments applicable to each as well as to their respective performance under this Agreement.

To the extent Barnes & Noble College receives education records from Idaho State University under this Agreement, Barnes & Noble College shall comply with applicable state and federal privacy laws and regulations, including the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"). For the avoidance of doubt, Idaho State University is solely responsible for complying with FERPA's requirements with respect to annual notification of rights to its students.

- e) Independent Parties. The relationship established under this Agreement between Idaho State University and Barnes & Noble College is that of independent third parties. This Agreement shall not be construed to create a partnership, joint venture, agency, or other association between the parties or their respective employees. Unless otherwise provided in this Agreement, neither party nor its employees, agents, or subcontractors has any authority to bind or act on behalf of the other party.
- f) Marks. The names, trademarks, and logos of each party are the exclusive property of such party, and each party reserves all rights in and to its own marks. Each party shall use the marks of the other party only in connection with its performance under this Agreement, provided, however, Barnes & Noble College may use Idaho State University's name in any of its required public filings.
- g) Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party ("Force Majeure"). Such Force Majeure events include but are not limited to: fire, floods, earthquake, landslides, lightning, wind, storm, or like natural catastrophes; acts of God; flu, epidemic, pandemic, serious illness, plagues, disease, emergency, or outbreak; accidents; embargoes; war or acts of war (whether war is declared or not); insurrections, blockades, acts of terrorism; riots, civil commotions, or civil or military disturbances; sabotage; labor strikes, lockouts, work stoppages, or other labor disturbances; nuclear catastrophes or explosions; acts, omissions or delays in acting by any governmental authority; voluntary or involuntary compliance with any regulation, law or order of any government; change in any law or regulation; loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; computer viruses; or any other cause, whether similar or dissimilar to the foregoing, provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance. The party affected by the Force Majeure shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure. The parties shall mutually seek a resolution of the delay or the failure to perform.

- h) Limitation of Liability. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY BARNES & NOBLE COLLEGE TO IDAHO STATE UNIVERSITY IN THE PREVIOUS SIX (6) MONTHS (OR PORTION THEREOF IF THIS AGREEMENT HAS BEEN IN EFFECT LESS THAN SIX (6) MONTHS) UNDER SECTION 7 OF THE AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION, LOST USE, REVENUE, OR PROFIT, OR OTHER ECONOMIC LOSSES) EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- i) Disclaimer. EXCEPT AS MAY BE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ITS PERFORMANCE UNDER THIS AGREEMENT, AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY ARISE FROM CUSTOM, USAGE OF TRADE OR ANY PREVIOUS COURSE OF DEALINGS BETWEEN THE PARTIES OR ANY OTHER PERSON.
- j) Waiver; Amendment. No change, modification or amendment of this Agreement shall be valid unless the same shall be in writing and signed by both parties hereto. No express waiver will affect any provision other than that to which the waiver is applicable and only for that occurrence. Failure or delay of a party to enforce any of its rights under this Agreement is not deemed a modification or a continuing waiver by such party of any of its rights hereunder.
- k) Assignment. Neither party shall assign or transfer any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party. Any assignment or transfer without such consent shall be deemed void and of no effect. Notwithstanding the foregoing, either party may assign this Agreement upon notice to other party (but without the prior written consent of the other party) to any entity controlled by, controlling, or under common control with the assigning party or to any successor corporation or entity resulting from a merger or consolidation with the assigning party or the sale of all or substantially all of the assets of the assigning party.
- l) Headings and Interpretation. The headings used in this Agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms. The use in this Agreement of the terms (a) "include", "includes", "including", and "such as" shall be deemed in all cases to be followed by the words "without limitation" and (b) "shall", "must", and "will" are equivalent and indicate mandatory and definitive requirements in all cases.

When used in this Agreement, "Idaho State University" includes all segments of the institution, including all alumni, athletic and academic departments.

This Agreement will be fairly interpreted and construed in accordance with its terms and without strict interpretation or construction in favor of or against either party.

- m) Severability. The presence in the text of this Agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal or ineffective by a court of competent jurisdiction

shall not impair, invalidate or nullify the remainder of this Agreement. The effect of any such holding shall be confined to the portion so held invalid.

- n) Authority. Each party represents and warrants (a) it has all right, power, and authority to enter into this Agreement and to fully perform its obligations hereunder, (b) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly and validly authorized by all necessary action, (c) this Agreement constitutes a valid and binding obligation enforceable against it in accordance with the terms hereof, and (d) the execution and delivery of this Agreement does not and will not conflict with any other license, instrument, contract, agreement, or other commitment or arrangement or instrument to which it is a party or by which it is bound.
- o) Survival. The provisions of this Agreement which, by their nature, may be enforced subsequent to its termination (including, but not limited to, indemnification, confidentiality, and limitation of liability) will survive and will not be affected by the termination of this Agreement regardless of the reason for termination.
- p) Entire Agreement. This Agreement and the Request to Provide Bookstore Services, Proposal #11132019 including the responses from Barnes & Noble College (the RFP) constitute the entire agreement between the parties and supersedes any and all agreements, either oral or written, between Idaho State University and Barnes & Noble College with respect to the subject matter hereof. In the event of a conflict, this Agreement shall take precedence over the RFP. This Agreement and the RFP shall be binding upon and shall inure to the benefit of Idaho State University and Barnes & Noble College and their successors and permitted assigns. This Agreement and the RFP are enforceable only by Idaho State University and Barnes & Noble College. There are no third-party beneficiaries under or pursuant to the terms of this Agreement.
- q) Signatures and Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but which together will constitute one and the same agreement. Counterparts and signed copies may be transmitted via electronic means and shall constitute originals for all purposes.

[Signatures are on the following page]

IN WITNESS WHEREOF, the parties, by signature below of their duly authorized agents, have executed this Agreement as of the last date written below.

**Idaho State University
LLC**

Barnes & Noble College Booksellers,

By: _____

By:

Name: Lowell Richards

Name: Russell Markman

Title: AVP for Student Affairs
Partnerships

Title: Vice President, Strategic

Date: _____
—

Date: ____ May 1, 2020 _____



REQUEST FOR PROPOSAL (RFP)

University Bookstore Operations

RFP 11132019

Issue Date: November 13, 2019

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1 RFP ADMINISTRATIVE INFORMATION

RFP Title:	University Bookstore Operations
RFP Project Description:	Idaho State University (ISU) is soliciting proposals for a strategic partner with a proven record of successful bookstore operations and a focus on high-quality service to the campus community. This partnership should provide quality educational materials and merchandise to students, at the lowest possible cost, in support of our role as a valued provider of education, while also maximizing alternative sources of revenue in support of the institutional mission and strategic goals. The selected Contractor shall have the sole and exclusive privilege of, and responsibility for, operating and maintaining the designated space. The Contractor shall also have the non-exclusive right to use the University's name, logo, and marks on soft goods, stationery, and other items manufactured for sale.
RFP Lead:	Rick Dutson Director of Purchasing 921 S 8th Avenue Pocatello, ID 83209 dutsrick@isu.edu Office (208) 282-3111 Fax (208) 282-4722
<p>Submit sealed proposal (if submitting manually):</p> <p>MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY IDAHO STATE UNIVERSITY PRIOR TO THE CLOSING DATE AND TIME.</p> <p>Submit electronically</p>	<p>Address for Courier: Idaho State University Purchasing Services 921 S 8th Avenue Administration Building Room 114 Pocatello, ID 83209</p> <p>Address for US Mail: Idaho State University Purchasing Services 921 S 8th Avenue STOP 8110 Pocatello, ID 83209-8110</p> <p>Electronic Submission Buyers@isu.edu</p>
Registration dead-line for Pre-Proposal Phone and On-site Conference:	Thursday, November 21, 2019 11:00 am Mountain Time Tuesday, December 3, 2019, 10:00 am MST On-site tour immediately following the phone

Pre-Proposal Conference Location: Includes site tour – Pocatello Bookstore	conference call: Pond Student Union 1065 Cesar Chavez Pocatello, ID 83209
Deadline To Receive Questions, Modifications, Exceptions:	Friday, December 6, 2019 4:00 pm MST
ISU Response to Questions:	Wednesday, December 11, 2019 4:00 pm MST
RFP Closing Date:	Tuesday, January 7, 2020 4:00 pm MST
RFP Opening Date:	Thursday, January 9, 2020 9:00 am MST
Oral Presentations	TBD
Initial Term of Contract and Renewals:	Option 1: Three (3) years with one (1) additional 3 year renewal period. Option 2: Five (5) years with five (5) additional one (1) year periods. The total contract term, including all extensions, may not exceed ten (10) years.

2 OVERVIEW

2.1 Description of University

Idaho State University (ISU), a Carnegie-classified doctoral research and teaching institution founded in 1901, attracts students from around the world to its Idaho campuses. At the main campus in Pocatello, and at locations in Meridian, Idaho Falls and Twin Falls, ISU offers access to high-quality education in more than 250 programs. Over 12,000 students attend Idaho State for undergraduate to doctoral degrees, professional technical programs, continuing education and workforce training. The University is the state's designated lead institution in health professions.

Idaho State University faculty and students are leading the way in cutting-edge research and innovative solutions in the areas of advanced energies, health professions, education, the humanities, computer science, engineering, visual and performing arts, technology, biological sciences, pharmacy, and business. Idaho State combines exceptional academic programs with a caring and supportive co-curricular experience, amidst the grand beauty of the West. ISU is also at the heart of an outdoor lover's paradise and only a short drive to some of America's greatest natural wonders and exciting recreational opportunities.

2.2 Current Operator

2.2.1 The University Bookstore is currently operated and managed by Follett Higher Education Group, Inc. The University Bookstore ("**Main Bookstore**") is located in the Pond Student Union on the Pocatello campus. There is an outlet location inside the Bennion Student Union in Idaho Falls ("**Outlet Location**").

2.2.2 The University currently has agreements with third party vendors that have exclusive rights on-campus for their services. These third party vendors include Chartwells, Adidas, Learfield Sports, Swire Coca Cola and Treasure Valley Vending.

2.3 Facility Footprint

The Main Bookstore contains approximately 12,396 of gross square footage. The Idaho Falls outlet location contains approximately 3,745 gross square feet.

2.4 Revenue History

The gross annual revenue for the last four (4) fiscal years for the combined bookstore and sundries operations are as follows:

FY16: \$3,038,176

FY17: \$2,679,177

FY18: \$2,330,930

FY19: \$2,209,071

2.5 Purpose

Through this Request for Proposal ("**RFP**") Idaho State University is seeking competitive sealed proposals, from qualified vendors (hereafter called "**Offeror(s)**" or "**Contractor(s)**"), for the operation of a bookstore, currently maintained at the main ISU campus in Pocatello and the Idaho Falls outreach center, as outlined in Section 2.2. The bookstore shall sell textbooks, school supplies, computer and/or computer supplies, apparel and clothing, school spirit merchandise, and other goods of a nature commonly sold at stores located at institutions of higher education. The store(s) shall be open to both the University campus and the general public (collectively, the "**University's Community**").

2.6 The University's Goals

2.6.1 Select from the vendors responding to this RFP a qualified Offeror that will provide the University's Community the **best possible combination of quality merchandise, customer service, and pricing**

for textbooks and University-branded apparel. The successful Offeror selected by the University through this RFP will be the Offeror that submits a proposal on or before the Submittal Deadline that is the most advantageous to the University.

- 2.6.2 Provide competitive pricing to our students.
- 2.6.3 Maximize the financial return to the University.
- 2.6.4 Maximize capital improvements to University store space.
- 2.6.5 Encourage the use of alternate sales and delivery modes, including e-commerce, for textbooks and other goods, particularly to the extent such business models are efficient in the use of on-campus space and provide goods at favorable prices.
- 2.6.6 Enter into an agreement (“**Agreement**”) with selected Offeror to manage and operate a university bookstore for: Option 1, an initial term of three (3) years with the University having the right to renew for one (1) additional three (3) year renewal period; Option 2, an initial term of five (5) years, with the University having the right to renew the Agreement for up to five (5) additional periods of one (1) year each. The Agreement will, at the sole discretion of the University, be per the terms and conditions outlined in this RFP and those located on the University Purchasing website [Terms and Conditions](#).

2.7 Optional Pre-Proposal Conference and On-Site Visit

- 2.7.1 An optional pre-proposal conference call and on-site visit will be held at the location, date and time as indicated in Section 1, of this RFP. Offerors are asked to register by submitting the Registration form, Attachment 1 to the RFP Lead via email.
- 2.7.2 Any oral answers given by the University during the pre-proposal conference and site visit are unofficial, and will not be binding on the University. Participants will be asked to submit their questions in writing (see **Attachment 2**) by the date and time indicated in Section 1. Any information obtained from discussions or informal correspondence with University administrators or staff does not supersede the requirements of the RFP.

2.8 Proposal Modifications and Exceptions

In the event that a Proposal contains modifications or exceptions to any solicitation requirements, terms, or conditions which are not addressed during the question and answer period, they must be identified and submitted on **Attachment 3 - Modification and Exception Form** and must contain the same information outlined in Section 2.7.2, above. The University will not consider any modifications or exceptions that are not identified specifically on Attachment 3.

2.9 Questions

This solicitation is issued by Idaho State University. The RFP lead at Idaho State University is the only contact for this solicitation. All correspondence shall be in writing. In the event that it becomes necessary to revise any part of this RFP, addenda will be posted on the University Purchasing website [Solicitation Opportunities](#). It is the responsibility of the Offeror to monitor this website for any updates or amendments. Any oral interpretations or clarifications of this RFP shall not be relied upon.

Questions or other correspondence must be submitted in writing (fax, mail, e-mail) to:

Rick Dutson, Director of Purchasing
Idaho State University
921 S 8th Avenue, STOP 8110
Pocatello, ID 83209-8110

Fax: (208) 282-4722
E-mail: dutsrick@isu.edu

Questions relating to this RFP must be submitted in writing to the RFP lead, by the date and time noted in Section 1 above in order to be considered. The subject of the email shall be “QUESTIONS– RFP 11132019.” Failure to provide the correct RFP number may deem the question unanswerable and may not be considered as part of the addenda. Any questions submitted after the date and time specified in Section 1, may not be considered or answered. Questions properly submitted in writing prior to the due date will be addressed. Answers to all submitted questions will be posted on the University’s Purchasing Department website at [Solicitation Opportunities](#).

2.10 Offeror Presentations

Offerors may be requested to appear before the University RFP evaluation committee to discuss and explain their proposal and to respond to questions from the Committee. The Committee reserves the right to request additional information.

Offerors are prohibited from electronically recording these meetings.

3 INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

3.1 Terms and Conditions

The current versions of the Idaho State University Standard Contract Terms and Conditions and Solicitation Instructions to Vendors are incorporated, by reference into this solicitation, and any resulting contracts if set forth in their entirety. Both documents can be downloaded at [Vendor Resources](#) or by contacting Idaho State University Purchasing Services at 208.282.3111 or Buyers@isu.edu. Failure, by any submitting Offeror to obtain a copy of these documents will in no way constitute or be deemed a waiver by Idaho State University of any term, condition or requirement contained in the referenced documents; and no liability will be assumed by Idaho State University for a submitting Offeror's failure to consider the Idaho State University Standard Contract Terms and Conditions and Solicitation Instructions to Vendors in preparing its response to the solicitation.

3.2 Submission of Proposals

- 3.2.1 Proposals may be submitted manually or electronically. Electronically submitted proposals must include Offeror’s Technical Proposal, Financial Proposal, and all other required submittal items. Submit to Buyers@isu.edu. Technical Proposal consists of Section 5 Mandatory Submission Requirements; Section 6 Business Information; Section 7 Organization and Staffing; and Section 8 Scope of Work. The Technical Proposal and separately labeled Financial Proposal must be submitted at the same time.
- 3.2.2 Each manual proposal must be submitted with one (1) original and four (4) copies of the Technical Proposal and one (1) original and one (1) copy of the Cost Proposal. Offerors submitting manually must also submit one (1) electronic copy of the proposal on CD or USB device.
- 3.2.3 Word or Excel format is required (the only exception is for financials, brochures or other information only available in an alternate format). The format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way.
- 3.2.4 If the proposal contains trade secret information, a redacted copy of the Technical Proposal must be

submitted (in electronic format, with the word “redacted” in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list of all trade secret information which was removed or blacked out in the redacted copy.

3.2.5 The Technical Proposal must be sealed, and identified as “**Technical Proposal - RFP11132019 University Bookstore Operations.**”

The Financial Proposal must be separately sealed and identified as “**Financial Proposal – RFP11132019 University Bookstore Operations.**”

The Technical Proposal and separately sealed Financial Proposal must be submitted at the same time (place all proposal response materials within a larger package). If submitting electronically, please submit as separate files.

3.3 **(M) Cover Form**

Proposals must be submitted with a University supplied Cover Form, Attachment 4, included in this RFP, which must contain an **ORIGINAL** signature executed in **Ink OR an Electronic Digital Signature**, and be returned with the relevant solicitation documents. Your **ORIGINAL** Cover Form should be included at the **FRONT** of your **ORIGINAL** Technical Proposal.

4 PROPOSAL PREPARATION AND FORMATTING

4.1 These instructions describe the format to be used when submitting a proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals.

4.2 Evaluation Codes

4.2.1 **(M)** Mandatory Specification or Requirement

Failure to comply with any mandatory specification or requirement will render Offeror’s proposal non-responsive and no further evaluation will occur.

4.2.2 **(ME)** Mandatory and Evaluated Specification

Failure to comply will render Offeror’s proposal non-responsive and no further evaluation will occur. Offeror is required to respond to this specification with a statement outlining its understanding and how it will comply. Points will be awarded based on predetermined criteria.

4.2.3 **(E)** Evaluated Specification

A response is required and will be evaluated and scored. If not available, respond with “Not Available” or other response that identifies Offeror’s ability or inability to supply the item or service. Failure to respond will result in zero (0) points awarded for the specification.

Note: Offerors are directed to IDAPA 38.05.01.074.03.a, as well as IDAPA 38.05.01.091.05, which allow the designated UNIVERSITY official to waive minor informalities as well as minor deviations. The University also reserves the right to seek clarification on any M or ME requirement.

4.3 Table of Contents

Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major subsections.

4.4 Format

4.4.1 Proposals shall follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and subsections shall be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or subsection, followed with your response.

- 4.4.2 Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or subsection from the Offeror's response.

5 MANDATORY SUBMISSION REQUIREMENTS

5.1 **(M) Cover Form**

The Proposal must include the Cover Form, Attachment 4, on official letterhead of the Offeror; with the Offeror's name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror's authorized signer. The cover form must identify the RFP Title and number and must be signed by an individual authorized to commit the Offeror to the work proposed.

5.2 **(M) Acknowledgment of Addenda**

If the RFP is amended, the Offeror must acknowledge each addenda with a signature on the acknowledgment form provided with each addenda. Failure to return a signed copy of each addenda acknowledgment form with the proposal may result in the proposal being found non-responsive.

5.3 **Offeror Response and Proprietary Information**

The RFP specifies the format, required information, and general content of Proposals submitted in response to this request. The University will not disclose any portion of any Proposal prior to contract award to anyone outside the University's purchasing department, administrative staff, representatives of the State of Idaho, if required, and the members of the University RFP Evaluation Committee. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use, or disclose all Proposal data submitted by Offeror in response to this RFP as a matter of public record.

5.4 **(M) Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall summarize and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire Proposal.

5.5 **Cost of Preparing Proposals**

Costs for preparing the Proposals, and any subsequent activities prior to contract award, are solely the responsibility of the Offeror. Idaho State University will provide no reimbursement for such costs.

5.6 **Disposition of Proposals**

All Proposals become the property of Idaho State University. The successful Proposal will be incorporated by reference into the resulting contract.

6 BUSINESS INFORMATION

6.1 **(ME) Experience**

Provide a brief narrative of the Company's history and its experience in providing bookstore services similar to those described in this RFP. List parent and/or subsidiary companies and number of employees.

6.2 **References**

Offeror shall supply a list of current customers that the Evaluation Committee shall contact to assess the Offeror's performance and capabilities. By submitting a Proposal, the Offeror grants

permission to the University to contact current customers. Offeror will be scored based on the response from the customers contacted.

6.3 (M) Financials

6.3.1 Offerors are required to provide a D&B Comprehensive Insight Plus credit report or Experian ProfilePlus report (Credit Report), indicating the Offeror's current credit score, with the Proposal submission. The Offeror should stamp or write "Trade Secret" or "Confidential" on each page of the Credit Report information that it does not want released. The information will be held in confidence to the extent that law allows. Credit Report must be current and have been established within thirty (30) calendar days of the Proposal closing date.

6.3.2 Credit Reports must be for the exact organization submitting the Proposal as identified on the university supplied Cover Form. The Credit Report cannot be combined or consolidated with the information from any entity other than the company submitting the Proposal. If the Offeror's name on the Proposal does not match the name on the Credit Report, it will not be accepted and the Offeror will be found non-responsive.

6.3.3 The **(M)** Mandatory elements of this section are two-fold: the Offeror must provide a credit score on one of the named reports AND the report provided in response to the RFP must demonstrate a Delinquency Predictor rating of 1 – 3 or a CRS (credit ranking score) rating of 26 – 100.

6.3.3.1 Failure to provide one of the named reports (or failure to provide one of the designated credit scores) will result in a finding that the Offeror is non-responsive.

6.3.3.2 A company receiving a Delinquency Predictor rating of High risk (5) or High Medium risk (4) of experiencing financial stress and delinquent payments will not be considered for Contract award.

Delinquency Predictor of 1 - Low Risk
 Delinquency Predictor of 2 - Low Medium Risk
 Delinquency Predictor of 3 - Medium Risk
 Delinquency Predictor of 4 - High Medium Risk
 Delinquency Predictor of 5 - High Risk

6.3.3.3 A company receiving a rating of High risk (0-10) or High Medium risk (11-25) of experiencing financial stress and delinquent payments will not be considered for Contract award.

CRS of 76-100 = Low Risk
 CRS of 51-75 = Low Medium Risk
 CRS of 26-50 = Medium Risk
 CRS of 11-25 = High Medium Risk
 CRS of 0-10 = High Risk

7 ORGANIZATION, MANAGEMENT, AND CORPORATE SUPPORT

7.1 (ME) Key Personnel and Qualifications

7.1.1 Submit summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including relevant experience with similar service projects and number of years of employment with the Offeror.

7.1.2 Provide on-campus staffing levels, including job titles, responsibilities, and qualifications. Include staffing levels for both peak and off-peak periods for each bookstore location, if applicable.

7.1.3 Provide a written outline describing the training program that Offeror intends to use for the staff of the

store, including any of the University's students that may work there. The description should include frequency of training sessions and courses offered.

- 7.1.4 Offeror shall provide an organizational chart of their management structure.
- 7.1.5 Offeror shall provide a summary description of the qualifications and credentials for any proposed bookstore general manager and assistant manager(s).
- 7.1.6 Offeror shall employ qualified staff, adequate in number, training, and experience for the efficient management and operation of the bookstore.
- 7.1.7 Offeror shall ensure that all of its employees adhere to all campus regulations, policies, and demonstrate courtesy to all patrons.
- 7.1.8 Personnel relations of the Offeror's staff shall be the Offeror's responsibility, including compliance with all applicable laws and regulations related to the employment of personnel.
- 7.1.9 Offeror shall be completely responsible for the management of all bookstore services it operates under the agreement. This shall include all bookstore operating costs such as inventory, labor (including management and supervisory) fringe benefits, payroll taxes, insurance, telephone equipment and repairs, in-store security, pest control, custodial services, etc.
- 7.1.10 Offeror shall bear any loss caused by dishonest acts on the part of its employees.
- 7.1.11 Offeror shall be responsible for the disposition of damaged or surplus books, supplies, tools, materials, and any other damaged or surplus merchandise.
- 7.1.12 Offeror shall comply with University police and other University officials in the provision of security for the bookstore, including maintaining security alarms for the bookstore.
- 7.1.13 Offeror is responsible for providing security training and enforcing security policies and procedures as they apply to its staff.
- 7.1.14 No illegal drugs or other prohibited substances are allowed on the premises. Alcohol consumption or possession is not allowed on the premises. No smoking is allowed on the campus including inside or outside of any University facility.
- 7.1.15 The Offeror shall control the distribution of keys to the bookstore with the understanding that the University shall have a master set for emergency use. Should any of the Offeror's employees lose assigned keys, or jeopardize the security of the facility in any other way, the Offeror shall be charged for the associated costs required to rekey the facility.
- 7.1.16 Offeror's staff are required to purchase valid parking permits from the University's Parking and Transportation Services office. Offeror's staff will be responsible for payment of parking or traffic fines.
- 7.1.17 Successful Offeror agrees to comply with all University policies and requirements regarding background checks.
- 7.1.18 Offeror shall regularly solicit feedback and input from faculty, staff, students, and other constituents.

7.2 (ME) Subcontractors

If Offeror intends to utilize subcontractors, describe the extent to which they will be used to comply with Contract requirements. Include each position providing service, and provide a detailed description of how the subcontractors are anticipated to be involved under the Contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Services requirements.

8 SCOPE OF SERVICES AND EXPECTATIONS

8.1- 8.11 See Attachment 6 – RFP11132019- University Bookstore Operations

Attachment 6 must be completed and submitted with your proposal.

*The requirements in this scope of services are considered to be the minimum required for the University's Bookstore Operations. Offerors are encouraged to propose enhancements and additions for a creative and financially responsible program. Any other service which the successful Offeror might reasonably propose or the University might reasonably request, which would enhance the service of the bookstore and contribute to the building of University Community.

8.12 Facilities and Services provided by University

As a part of its obligations, the University shall provide the following:

8.12.1 Facilities

8.12.1.1 The current Pocatello bookstore is located on the first floor of the Pond Student Union. (See floor plan referenced in **Appendix B**) Total space: 12,396 gsf.

8.12.1.2 The Idaho Falls bookstore is located on the first floor of the Bennion Student Union space: 3,745 gsf. (See floor plan referenced in **Appendix C**).

8.12.1.3 The Meridian and Twin Falls outreach centers do not currently have a physical space for bookstore operations.

8.12.2 Utilities and Basic Services

8.12.2.1.1 Electric service, external security, water, and sewer service, heating and air conditioning, exterior trash removal, snow removal, cleaning for exterior common areas, repair and maintenance of buildings and systems.

8.12.2.2 In the bookstore and the space dedicated for use by the bookstore, operator shall be provided services to the same degree as is standard for all other University departments and facilities. The University shall endeavor to provide uninterrupted service for utilities, but is not liable for any losses incurred by the Offeror for any interruptions of utility service. ISU shall notify the Offeror of any planned disruption of service at least 48 hours in advance of such interruption except for emergency situations. Local and long distance telephone service shall be provided at prevailing University rates (reimbursable basis) if desired by the Offeror.

8.12.2.3 Telecommunication equipment is not provided by the University. Internet connections and local services shall be arranged by the Offeror and shall be billed by the University at rates equal to those charged other third party vendors on campus.

9 PROPOSAL REVIEW AND EVALUATION

9.1 Proposal Evaluation

9.1.1 The University's evaluation of each proposal will be based upon the information provided in the Proposal, additional information requested by the University, information obtained from references and independent sources, and formal presentations. The University evaluation committee will evaluate proposals in accordance with the requirements and criteria set forth in this Solicitation, including any Addenda issued. The University may award the Contract to the successful Offeror submitting the Proposal determined to be the most advantageous to the University.

9.1.2 Evaluation Criteria

Step 1

Technical Proposal Includes:

Mandatory Submission Requirements (Section 5)	Pass/Fail
Business Information (Section 6)	100 points
Customer/References Interviews (Section 6)	150 points
Organization and Staffing (Section 7)	50 points
Scope of Services (Section 8 – Attachment 6)	600 points

Total Step 1 **900 points**

Step 2

Financial Proposal (Attachment 5) **500 points**

Step 3

Oral Presentation **100 points**

Grand Total **1,500 points**

9.2 Award

9.2.1 Award of Contract will be made to the responsive, responsible Offeror whose Proposal receives the highest number of total points and deemed such to be in the University's best interest.

9.2.2 The University makes no warranty or guarantee that an award will be made as a result of this RFP.

9.2.3 The University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the proposed form of Agreement when the University deems such to be in the University's best interest.

9.2.4 University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of the Offeror.

9.2.5 Subsequent Oral Presentations - after completion of the initial review and evaluation of the submitted proposals, the University may in its sole discretion invite one or more selected Offeror to participate in oral presentations concerning their respective proposal.

- 9.2.6 Negotiations with Select Offerors - at the University's sole option and discretion, the University may discuss and negotiate all elements of the proposals submitted by one or more selected Offerors whose proposals are within a competitive range determined by the University.

9.3 Revisions of Proposals

- 9.3.1 After submission of a proposal but before the final selection of the successful proposal is made, the University may select one or more Offerors to revise their respective proposals in order to obtain the best and final offers of such proposal.
- 9.3.2 In the event, representations made by an Offeror in its revised proposal, including price, scope and consideration quotes, will be binding on the Offeror.
- 9.3.3 The University will provide each selected Offeror within the competitive range an equal opportunity for discussion and revision of its proposal.

9.4 Determination of Successful Offeror

- 9.4.1 The University may make the selection of the successful proposal on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of the successful proposal on the basis of negotiation with any of the Offerors.
- 9.4.2 The University is not obligated to select the Offeror offering the most attractive economic terms if that Offeror's proposal is not the most advantageous to the University overall, as determined by the University.
- 9.4.3 The University will maintain in its files concerning this RFP, a written record of the basis upon which a selection, if any, is made by the University.

9.5 Rejection of Proposals

The University reserves the right to (i) enter into an Agreement for all or any portion of the requirements and specifications set forth in this RFP; (ii) reject any and all proposals and re-solicit proposals; or (iii) reject any and all proposals and temporarily or permanently abandon this selection process, as the University deems to be in the best interests of the University.

Note: Proposals must contain responses to each of the criteria listed in all sections of this RFP even if Offeror's response cannot satisfy those criteria. A Proposal may be rejected if in the sole judgment of the University it is deemed to be conditional or incomplete.

APPENDIX A - SPECIAL TERMS AND CONDITIONS

A.1 Length of the Agreement and Renewals

Initial term of the Agreement will be for: Option 1, Three (3) years with one (1) additional three (3) year renewal period or Option 2, Five (5) years with five (5) additional periods upon mutual consent by both parties.

A.2 Contract Effectiveness

The Agreement is not effective until Purchasing has issued a fully executed Agreement specifying a commencement date (the “Effective Date”), and that date has arrived or passed. The Vendor will not provide or render services to the University under this Agreement until the Effective Date. The University may determine, in its sole discretion, not to reimburse the Vendor for products provided or services rendered prior to the Effective Date.

A.3 Bidders Conflicting, Supplemental Terms and Priority of Documents

A.3.1 Priority of Documents: The Contract consists of and precedence is established by the order of the following documents;

A.3.1.1 Idaho State University Executed Agreement; and

A.3.1.2 the Solicitation; and

A.3.1.3 Vendor’s Bid, Proposal or Quotation as accepted by the University.

The Solicitation and the Vendor’s Bid, Proposal or Quotation accepted by the University are incorporated into the Contract by this reference. The parties intend to include all items necessary for the proper completion of the Contract’s requirements. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Vendor’s Bid, Proposal or Quotation differ from the Special Terms and Conditions in the Solicitation, the Special Terms and Conditions in the Solicitation shall apply. Where terms and conditions specified in the Vendor’s Bid, Proposal or Quotation supplement the terms and conditions in the Solicitation, the supplemental terms and conditions shall apply only if specifically accepted by the University in writing.

A.4 Insurance

Within five (5) days of notification of award (or such other time as designated by the Purchasing Activity), the successful Offeror will provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. Certificates of insurance shall be provided to the University prior to the contract being signed.

Contractor shall carry liability and property damage insurance that will protect it and Idaho State University from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the contract is terminated.

- A.4.1 Commercial General and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.
 - A.4.1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- A.4.2 Commercial Automobile and Commercial Umbrella Liability Insurance: Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - A.4.2.1 Bidder or Offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its bid or proposal if the bidder or Offeror will not use any owned, hired or non-owned vehicles to conduct business under the contract, if the contract is awarded, and the State of Idaho will consider the request. If Offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability Insurance after the due date and time for receipt of bids or proposals, Idaho State University may not consider the request.
- A.4.3 Workers Compensation Insurance and Employer's Liability: Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$500,000 each accident for bodily insurance by accident or \$500,000 each employee for bodily injury by disease.
 - A.4.3.1 Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.
- A.4.4 Idaho State University as Additional Insured: The liability insurance coverage required for performance of the Contract shall include Idaho State University, the (agency) and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.
 - A.4.4.1 The Contractor must provide proof of Idaho State University, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.

A.4.4.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of Idaho State University, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.

A.5 Notice of Cancellation or Change

Contractor shall ensure that should any of the above-described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to Purchasing Services in accordance with the policy provisions.

A.6 Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to Idaho State University, and its divisions, officers and employees.

A.7 Acceptable Insurers and Deductibles

Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

A.8 Waiver of Subrogation

All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due Idaho State University.

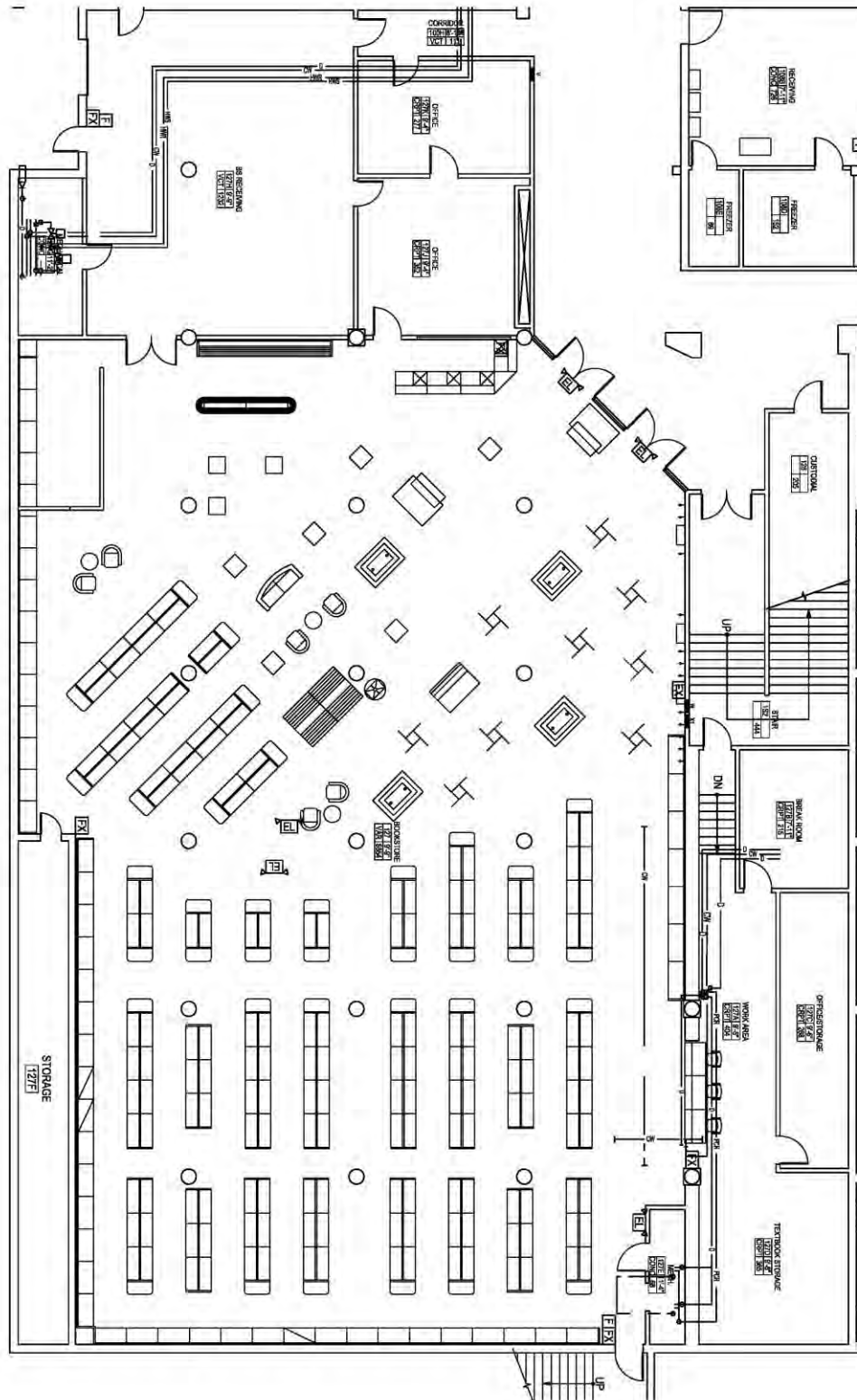
A.9 University Purchases

In no event will Contractor enter into cash, terms or credit card transactions with any University departments for the sale of any hardware, software, goods, or service through the Bookstore. UNIVERSITY DOES NOT COMMIT TO MAKE ANY PURCHASES OF GOODS AND SERVICES UNDER THIS AGREEMENT.

A.10 Point of Sale System (POS)

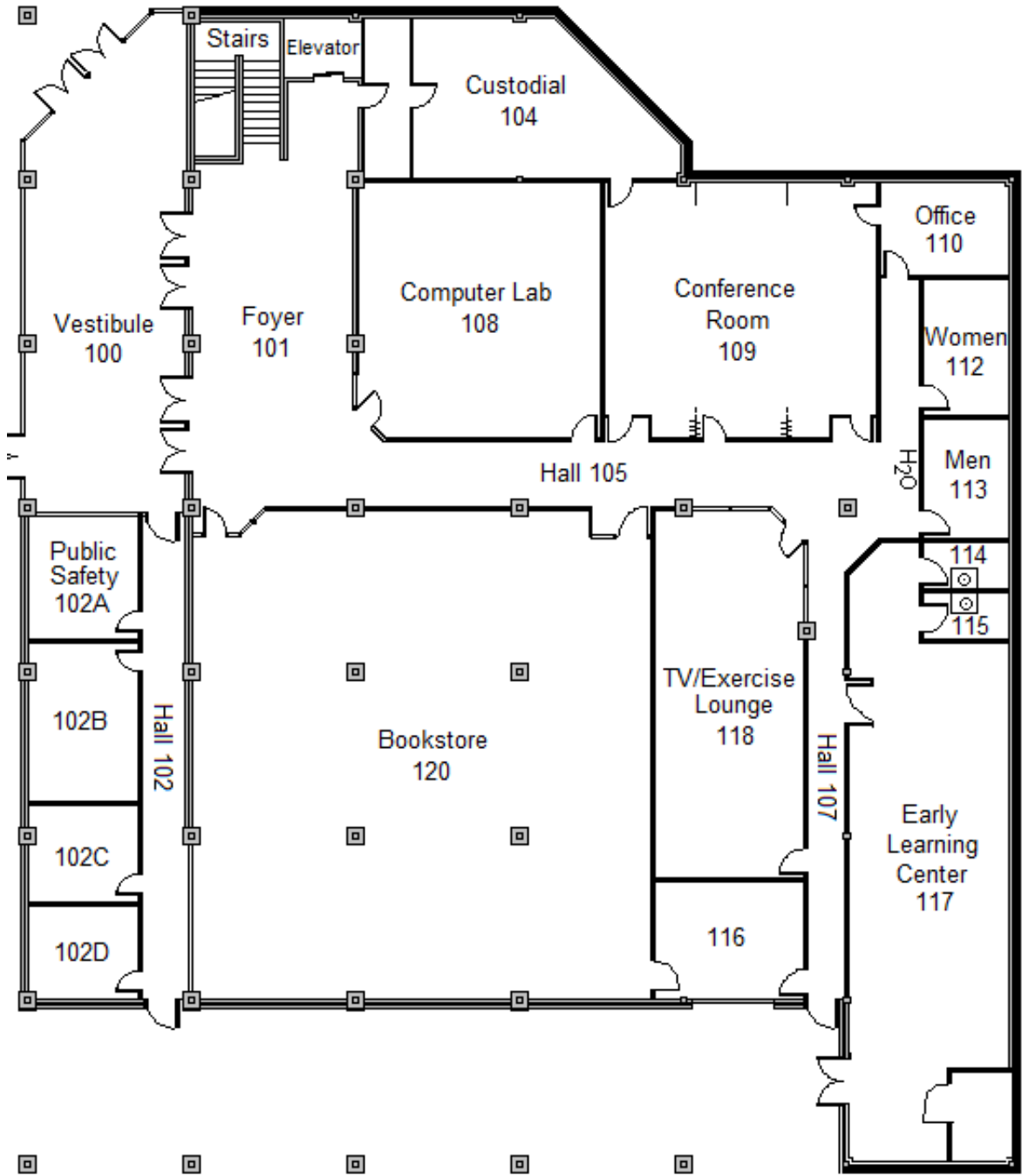
Contractor shall obtain vendor certification and become established as a transaction integration agent with the University's stored value card (if any), CS Gold, and maintain a Point of Sale system compatible with the University's Card System in order to facilitate proper recordkeeping of the University's accounting books and records. Contractor will comply with PCI data security standards and be PCI compliant to protect all cardholder data. Contractor, at its cost purchase, install, maintain and replace as necessary all hardware, software, and accessories (including the installation of any necessary communication or networking changes) that are necessary to implement and maintain the POS devices to interface with the Card System.

APPENDIX B - Pond Student Union Floor plan



APPENDIX C - Bennion Student Union Floor Plan

1st Floor Map



ATTACHMENT 1 – PRE-PROPOSAL CONFERENCE REGISTRATION

RFP11132019- University Bookstore Operations

PRE-PROPOSAL CONFERENCE/ ON-SITE VISIT	Tuesday, December 3, 2019, 10:00 am MST, Pond Student Union
Idaho State University	RFP11132019 University Bookstore Operations

Oral Information: Questions concerning an RFP must be directed in writing to the RFP Lead in the time period prescribed in the RFP document. Vendors are cautioned against relying on any verbal information, and do so at the Vendor's sole risk. The RFP may only be amended by written documentation posted on the University's website, isu.edu/purchasing.

Potential Offerors choosing to participate in the Pre-Proposal Conference **must pre-register** by submitting this completed form, via e-mail, to the RFP Lead email address. After the RFP Lead receives the form and the registration deadline passes, conference and meeting details will be provided. Attendees are asked to register for the Pre-Proposal Conference no later than **11:00 am MST, Thursday, November 21, 2019**.

PLEASE PRINT:

Name	Company	Email Address	Phone Number	By Phone	On-Site

ATTACHMENT 2 – OFFEROR QUESTIONS

RFP11132019- University Bookstore Operations

Instructions:

DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY’S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

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

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

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the “RFP Section” field (column 2). If the question is a general question not related to a specific RFP section, enter “General” in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example “Attachment 1”) in the “RFP Section” (column 2), and the attachment page number in the “RFP page” field (column 3).
3. Do not enter text in the “Response” field (column 5). This is for the State’s use only.
4. Once completed, this form is to be e-mailed per the instructions in the RFP. The e-mail subject line is to state the RFP number followed by “Questions.”

ATTACHMENT 2 – OFFEROR QUESTIONS (cont.)
RFP11132019- University Bookstore Operations

Question	RFP Section	RFP Page	Question	Response
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ATTACHMENT 3 – MODIFICATION AND EXCEPTION FORM

RFP11132019- University Bookstore Operations

Instructions: Complete this form and submit with your RFP submittal if you are proposing modifications or taking exception to any of the requirements, terms, or conditions included in the RFP, including any documents incorporated by reference (such as the Standard Contract Terms and Conditions.) See RFP **Section 2.8** for a full explanation of the process surrounding vendor-proposed modifications and exceptions. Offerors must specifically address any and all proposed modifications and exceptions. Blanket requests to negotiate requirements, terms, or conditions will not be considered. Offerors must provide an explanation as to why the requirement, term, or condition should be considered non-material. Offeror must also provide a reason for the proposed modification or alternative language, specifically addressing the issues itemized in RFP **Section 2.8**.

The determination of materiality will be made at the University's sole discretion. Non-material modifications or exceptions may be negotiated with the apparent successful Offeror, at the discretion of the State, and as otherwise provided in RFP **Section 2.8**.

RFP Section	RFP Requirement, Term, or Condition	Reason Requirement, Term, or Condition Should be Considered Non-Material	Proposed Modification, Alternative, or Exception	Reason for Proposed Modification, Alternative, or Exception

ATTACHMENT 4 – COVER FORM

RFP11132019- University Bookstore Operations

(M) Attachment 4, Cover Form must be completed, signed, and submitted with your Proposal. Failure to complete and submit this form may result in your Proposal being deemed non-responsive.

Instructions: The Technical Proposal must include a signed copy of this cover form. Copy and paste this form onto your company letterhead, or include the following information: Offeror's company name, mailing address, phone number, fax number, e-mail address, and name of Offeror's authorized signer. The cover form must include the RFP Number and Title and must be signed by an individual authorized to commit the Offeror to the contents of the Proposal.

Requirement	Response
Offeror's corporate or other legal entity status	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)
Offeror's Tax Identification Number	EIN:
Offeror's DUNS Number	DUNS:
Is Offeror a legal entity with the legal right to contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other than modifications/exceptions identified on Attachment 3, in compliance with Section 2.8 of this RFP, does Offeror accept, and is Offeror willing to comply with, the requirements of this RFP and attachments, including but not limited to those identified in the Special Terms and Conditions in Appendix A?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is Offeror in compliance with applicable equal employment regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror affirm that it has not employed any company or person other than a bone fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bone fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror understand and agree that for breach or violation of the above term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the offered price the amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm(s) and/or staff responsible for writing the Proposal	Names:
Does Offeror affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs? Note: vendor information is available at https://sam.gov .	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Offeror affirm that the Proposal will be firm and binding for ninety (90) calendar days from the Proposal opening date?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Does Offeror warrant that it does not knowingly and willfully employ persons who cannot legally work in this country, [Executive Order 2009-10](#); and that Offeror takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of the Contract?

☐ Yes☐ No

Signed By: _____

Printed Name: _____

Date: _____

ATTACHMENT 5.1 - FINANCIAL PROPOSAL (5 year)

RFP11132019 – UNIVERSITY BOOKSTORE OPERATIONS

Attachment 5.1, “Financial Proposal” must be completed and returned with your response

Company Name: _____

Name of Individual Submitting Proposal: _____

Phone: _____ Email: _____ Fax: _____

Method of Award – COMPLETE OUTSOURCE

ATTACHMENT 5.1- FIVE YEAR FINANCIAL PROPOSAL

Year	Minimum Guaranteed Annual Commission (\$)	Guaranteed Annual Commission (%)	Major Capital Investments (\$)	Discounts Faculty, Staff, Student, Alumni (%)	Other Contributions e.g. Textbook scholarships, Marketing Contributions, etc. (\$)
FY 2020-2021					
FY 2021-2022					
FY 2022-2023					
FY 2023-2024					
FY 2024-2025					
Total		Five year total percentage not needed.		Five year total percentage not needed.	

Please provide any additional comments below:

ATTACHMENT 5.2 - FINANCIAL PROPOSAL (3 year)

RFP11132019 – UNIVERSITY BOOKSTORE OPERATIONS

Attachment 5.2, “Financial Proposal” must be completed and returned with your response

Company Name: _____

Name of Individual Submitting Proposal: _____

Phone: _____ Email: _____ Fax: _____

Method of Award – COMPLETE OUTSOURCE

ATTACHMENT 5.2- THREE YEAR FINANCIAL PROPOSAL

Year	Minimum Guaranteed Annual Commission (\$)	Guaranteed Annual Commission (%)	Major Capital Investments (\$)	Discounts Faculty, Staff, Student, Alumni (%)	Other Contributions e.g. Textbook scholarships, Marketing Contributions, etc. (\$)
FY 2020-2021					
FY 2021-2022					
FY 2022-2023					
Total		Five year total percentage not needed.		Five year total percentage not needed.	

Please provide any additional comments below:

ATTACHMENT 6 - SCOPE OF SERVICES
RFP11132019 - University Bookstore Operations

See separate Excel Workbook attachment to this RFP
Sections 8.1 - 8.11

Attachment 6, "Scope of Services" must be completed and returned with your response

ATTACHMENT 6 - SCOPE OF SERVICES

RFP11132019 - University Bookstore Operations

Instructions:					
1)	For Mandatory (M) Items - you must respond with a "yes" in Offeror comments in order to be considered for award				
2)	For Mandatory Evaluated (ME) Items - you must respond with a "yes" in Offeror Comments in order to be considered for award AND describe how you meet the requirement, as your response will be scored.				
3)	For Evaluated (E) Items - these will be scored on the response provided				
4)	For all subsections - state whether the functionality is Standard (STD) , Configurable (CONFIG) , requires Customization (CUST) or is Unavailable (NA)				

Section 8 Specifications	Description	Mandatory (M) or Mandatory Evaluated (ME)	Evaluated (E)	Offeror to indicate if feature is Standard (STD) , Configurable (CONFIG) , Requires Customization (CUST) or Unavailable (NA)	Offeror Comments (if required, attach additional sheet(s) for comments)
8.1 Market Development and Financial Relationship					
8.1.1	Does Offeror offer a discount program to departments, faculty, staff, and alumni? What percent?		E		
8.1.2	Does Offeror provide a discount program to students? What percent?		E		
8.1.3	Does Offeror accept Visa, Master Card, Discover, American Express and other methods of payments? Please list		E		
8.1.4	Offeror shall describe company pricing policy.		E		
8.1.5	Is Offeror willing to provide support for textbook scholarship(s) and or other types of scholarships?		E		
8.1.6	Does Offeror provide a guaranteed annual minimum payment under the contract and/or specified percentage of gross receipts, whichever provides the greater amount?		E		
8.1.7	Offeror shall describe marketing, advertising, and promotional strategies to effectively and profitably serve students, faculty, staff and other university constituents.		E		
8.1.8	Offeror shall describe how it will elevate the visibility of the bookstore and become integrated in campus activities/culture.		E		

8.2 Text Books and Educational Supplies					
8.2.1	Does Offeror have the ability to provide textbooks in an “e-book” format? The program should strive to be as affordable and effective a method of content delivery for students as is possible.	ME			
8.2.2	Does Offeror have the ability to provide a textbook rental program.?	ME			
8.2.3	Does Offeror provide “price match” options for textbook purchases?		E		
8.2.4	Offeror shall describe its process and procedures for faculty textbook adoptions and provide a typical estimate from time of order to availability in Bookstore.		E		
8.2.5	Will Offeror's bookstore manager provide textbook adoption forms in paper and electronic format to University faculty addressing the quantity of books required, title of books, edition, and any study guides or peripheral items needed for classes?		E		
8.2.6	Will Offeror ensure that sufficient quantities of textbooks and related supplies and materials are maintained as required or recommended by the faculty for University courses, including short-term and fast-track sessions?		E		
8.2.7	Will Offeror ensure that the specified editions of texts are available for sale? (Orders for textbooks must be placed in ample time for the books to arrive prior to the beginning of each semester).		E		
8.2.8	Does Offeror provide timely responses to customers requiring special order literature and other such materials?		E		
8.2.9	Does Offeror have a program to maximize the use of used books and e-books in order to decrease book costs to students?		E		
8.2.10	Does Offeror provide timely reports to faculty on the status of their orders for books, supplies, and other materials for their respective courses, including items determined to be unavailable, delayed in delivery, new editions, etc?		E		

8.2.11	Offeror shall provide its operating and pricing philosophy for providing textbooks at the lowest possible price to students. Be specific with pricing policies including markup costs for book buy-back, discounts, new and used book pricing (including rental and digital pricing), and genreal merchandize. Also describe refund policy.	ME			
8.2.12	Is Offeror currently or will in the near future offer Open Textbook Resource (OER) services to University students?		E		
8.2.13	Describe any program that enhances online and interactive teaching and learning programs of University's faculty and the steps the Offeror would take to promote the same.		E		
8.2.14	Describe alternative, creative and innovative programs for the provision of course material to fulfill needs of students. Such programs include but are not limited to textbook cooperative programs, textbook lending programs, textbook sharing programs, e-textbook programs, and inclusive access.		E		
8.2.15	Offeror shall describe their textbook buyback policy.		E		
8.3 Analytics/ Reports					
8.3.1	Describe the financial reporting, POS and inventory tracking system the Offeror will use in its Bookstore operation on the University's Campus(s).		E		
8.3.2	Does this system generate periodic sales reports?		E		

8.3.3	<p>Does Offeror provide a monthly report to the University that shall be provided on, or before, the last day of the month following the end of each Accounting period during the Initial Term or any Extension Term of this Agreement? <i>This monthly report shall be based on the University's fiscal year, which runs from July 1 to June 30. Contractor shall submit to University a copy of the following information:</i></p> <ul style="list-style-type: none"> • Gross Sales for the month reported • Exclusion from gross sales for the month reported • Net sales for the month reported • Royalties, commissions or rent paid to University for the month reported • Cumulative contract year-to-date information 		E		
8.4 Technology					
8.4.1	Does Offeror offer a virtual store/website that can be implemented?		E		
8.4.1.1	<p>Virtual Store/website should include but not limited to:</p> <ul style="list-style-type: none"> • Faculty textbook adaptations • Reservation and/or sale of textbooks • Sale of course materials and merchandise • Sale of apparel 		E		
8.4.2	Describe collaborations by Offeror with external entities to provide such service.		E		
8.4.3	Describe other services and/or external entities to be solicited.		E		
8.4.4	Describe any interface requirements to the University Student Information System (Banner ERP) and Moodle Learning Management System.		E		
8.4.5	Does Offeror currently have and maintain an official, user-friendly Internet website related to the marketing, sale, and promotion of merchandise for all customers?		E		
	Note: Contractor shall obtain University approval on the content, layout, and design of the website. The University shall provide a link to the Contractor's website on the University's homepage.				
8.4.6	Does Offeror system keep an updated inventory of all items for sale on the website?		E		

8.4.7	Will the merchandise on the website be similar to merchandise available in the store?		E		
8.4.8	Does Offeror provide in-store pick up of items purchased online?		E		
8.4.9	Does Offeror provide free or discounted shipping service?		E		
8.4.10	Does Offeror have operating policies and procedures to prevent credit card fraud and identity theft?	ME			
8.4.11	Does Offeror provide their own Point-of-Sale system and terminals?	ME			
8.5 Capital Investment and Furnishings					
8.5.1	Describe in detail any improvements, the type of space, utilities, loading facilities, common area facilities, access, or services the Offeror requires or desires for its proposed operation of the Bookstore in the Space as described in Appendix B & C in this RFP.		E		
8.5.2	Does Offeror agree the capital investments and fixtures in ISU Bookstore facilities shall become the property of University at the termination, expiration, or nonrenewal of the agreement?		E		
8.5.3	Offeror must meet University standards; facilities alterations must be approved in advance by University; must comply with all permitting regulations and all laws; and must be coordinated by Successful Offeror in conjunction with University. Any third-party used by Successful Offeror to assist with making facility improvements must be approved in advance by University?	M			
8.5.4	The Successful Offeror shall compensate ISU the difference between the actual amount spent and the amount offered, if the actual amount spent is less.		E		
8.6 Transition of Contractors					
8.6.1	Offeror shall describe the transition plan for assuming operation of the existing store operations and each significant phase in the Offeror's plan for ensuring a smooth transition from the current store operator to the Offeror.		E		

8.6.2	Describe ability to purchase or acquire the existing bookstore's saleable inventory, including but not limited to textbooks, new, used, rental textbooks, trade and paperback books, technical and reference books, branded apparel, and other retail merchandise.		E		
8.6.3	List which of the existing furnishings and fixtures owned by University or current store operator and located in the store premises the Offeror would desire to use in its operations.		E		
8.7 Relationship Expectations					
8.7.1	Offeror will designate a representative to meet with University representatives to discuss improvements, changes, or problems with bookstore operations? <i>(The successful Offeror shall provide corporate support personnel who shall maintain an ongoing and active engagement with the on-site management team and the University).</i>		E		
8.7.2	Is Offeror willing to cooperate with university to provide food service options or other potential service operations within designated bookstore space?		E		
8.8 Merchandise (Stock & Sell)					
8.8.1	Is Offeror willing to stock and sell... Instructional supplies including but not limited to math, art, music, and drafting supplies required of students by their instructors?		E		
8.8.2	Is Offeror willing to stock and sell... Soft goods featuring a broad selection of quality imprinted/embroidered items both with and without an athletic theme? Describe merchandise design process and intergation with university needs. <i>(The soft goods and clothing line shall include a variety of sizes including children's sizes, and diversity in pricing. The successful Offeror shall consult and cooperate with the University in developing an appropriate product line of soft goods, clothing, and University logo attire.)</i>		E		
8.8.3	Is Offeror willing to stock and sell... Stationery and miscellaneous items with the motif of the University. All merchandise for sale with reference to the University shall bear the name Idaho State University or use of official university logo?		E		

	<i>Note - The successful Offeror shall not display or place any items in its inventory of merchandise that may be regarded by the University as being detrimental or unfit for campus consumption. The Company will maintain the type of inventory that will best further the academic mission of the University. The University reserves the right to request products removed if deemed offensive.</i>				
8.8.4	Is Offeror willing to ensure prices on merchandise items shall be reasonable as measured by similar prices and charges elsewhere in the community?		E		
8.8.5	Does Offeror recognize and accept that the University shall grant the right to sell University licensed products? The University shall grant the Contractor the right to sell University licensed products. However, the right is not exclusive. Exclusive rights do not include merchandise and services sold elsewhere within the campus by departments, student organizations, and clubs, or through other arrangements.	M			
8.8.6	Offeror shall describe how merchandise and brands are selected.		E		
8.8.7	Offeror shall describe the merchandising philosophy of company.		E		
8.8.8	Does Offeror offer for sale "gift" cards that may be used to purchase goods and services at the Bookstore?		E		
8.8.9	Offeror shall submit a plan and timeline if there is intent to sell hardware, software, peripherals, cell phones, and other technology devices. Include the financial considerations associated with this proposal. Such plans shall at a minimum describe the type and brands of goods, and a description of the proposed pricing of these goods, both to University's students, faculty and staff.		E		
8.9	Operating Hours				

	Does Offeror understand that operating hours shall be mutually agreed to by the University and successful Offeror? <i>(Successful Offeror will maintain hours that will be convenient to students, faculty, staff, and guests, including extended hours at the beginning and end of academic semesters. Successful Offeror will operate the bookstore at special times, selected evenings and weekends as requested by the University at least two weeks in advance. Examples of these times include, but are not limited to, home football games, Bengal Days for prospective students, New Student Orientation, Homecoming weekend, family weekend, summer camps, conferences, and seminars, etc.)</i>		E		
8.10 Sanitation and Environmental					
8.10.1	Does Offeror understand they shall provide housekeeping for all bookstore areas including all surfaces, all equipment, and trash removal from the interior of the bookstore during operating hours and work with University personnel and other non-bookstore contractors in order to ensure the highest level of cleanliness at all times?	ME			
8.10.2	Does Offeror understand they shall provide extermination and pest control services in all bookstore areas?	ME			
8.10.3	Does Offeror understand they shall comply with all current and future University recycling programs and be responsible for breaking down all cardboard for recycling?	ME			
8.10.4	Is Offeror willing to adhere to all state, federal and OSHA regulations?	ME			
8.10.5	Does Offeror understand the University reserves the right to inspect all bookstore premises, storage areas, offices, and any other space under the Successful Offeror's control at any time with or without notice?	ME			
8.10.6	Does the Offeror have a contingency plan or disaster recovery plan in the event of major casualty or natural disaster affecting the store. If so, submit a copy of the plan?		E		

8.10.7	Does Offeror understand they shall provide maintenance and repair of all moveable fixtures and equipment furnished by Offeror and University property or equipment used by Offeror for the life of the contract?	ME			
8.11 Outreach Campuses					
	Offeror will describe how they will provide service to students, staff, and faculty at the outreach centers (Idaho Falls, Twin Falls, and Meridian).		E		

*The requirements in this scope of services are considered to be the minimum required for the University's bookstore service program. Offerors are encouraged to propose enhancements and additions for a creative and financially responsible program. Any other service which the successful Offeror might reasonably propose or the University might reasonably request, which would enhance the service of the bookstore and contribute to the building of University Community.

CONSENT
JUNE 10, 2020

IDAHO STATE UNIVERSITY

SUBJECT

Permission to execute legal documents for Meridian parking lot project

REFERENCE

January 2019	Idaho State Board of Education (Board) approved Idaho State University (ISU) acquiring property owned by West Ada School District not to exceed \$1,710,000, and authorized ISU to proceed with the design for a parking lot.
April 2019	Board approved ISU to proceed with the planning and construction of the Meridian Parking Lot in the amount of \$2,000,000, approved the purchase of property in Meridian for the ISU Meridian Health Sciences Center in the amount of \$3,500.00; approved the bidding and construction for the Davis Field renovation in the amount of \$5,000,000; and approved the request for ISU for the authority to use future bond proceeds to reimburse itself for costs and expenses of these projects, subject to future Board approval of the financing plan and bond issuance.
October 2019	Board approved ISU to issue tax exempt bonds in the principal amount not to exceed \$21,110,000 to fund the following projects; purchase of Meridian Property for ISU Meridian Health Sciences Center, construction of the Meridian Parking Lot, construction of the Davis Field renovation, refresh and renovation project for four residence halls, refinance the debt associated with the Stephens Performing Arts Center.
April 16, 2020	Board approved ISU to execute legal documents for the Meridian parking lot project.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

At the April 16, 2020 meeting the Board approved execution of legal documents for an easement to be granted to the Nampa Meridian Irrigation District. The document contained an exhibit that represented the incorrect easement width of 15'. This item seeks approval to execute the legal documents with the corrected easement exhibit.

CONSENT
JUNE 10, 2020

The Meridian parking lot expansion project requires legal agreements for a variable width easement (as described by Attachment 1) located near the existing Nampa Meridian Irrigation District (NMID) canal bordering the west side of the new property. The easement varies in width from 8.83' on the southern end to 11.69' on the northern end. The new easement along the west side of the property is required to continue with the parking lot construction so that a pedestrian pathway required by the City of Meridian may be constructed adjacent to the canal.

Legal Document Summary

There are three documents, two of which ISU will sign.

Drain Easement

This extends the existing 60' wide NMID canal easement to the east, which is already factored into the parking lot design. See attachment 1.

License Agreement

This allows ISU to construct certain improvements within the NMID easement. ISU will construct the 10' wide asphalt path within the extended easement. City of Meridian required this path and it is already on the approved plat. See attachment 2.

IMPACT

Approval of the legal documents is necessary to the forward progress of the Meridian Parking Lot progress.

ATTACHMENTS

Attachment 1 – Drain Easement

Attachment 2 – License Agreement

STAFF COMMENTS AND RECOMMENDATIONS

Idaho State University previously submitted documents which the Board approved. Upon review, ISU determined that one of the exhibits was incorrect. In order for ISU to be able to continue forward progress in a timely fashion, they seek approval to correct the size of the easement. Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to execute legal documents for Meridian parking lot project as presented in Attachments 1 and 2.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

EASEMENT

THIS EASEMENT, given in connection with and pursuant to that certain License Agreement dated the ____ day of _____, 20__ between BOARD OF TRUSTEES AND STATE BOARD OF EDUCATION OF IDAHO STATE UNIVERSITY (hereinafter "Grantor"), and Nampa & Meridian Irrigation District, an irrigation district organized under the laws of the state of Idaho and is granted in accordance with the terms and conditions of said License Agreement.

GRANTOR, hereby grants an easement to NAMPA & MERIDIAN IRRIGATION DISTRICT for right of way along the Nine Mile Drain as described in Exhibit B attached hereto and made a part hereof.

This easement is granted to access, operate, clean, maintain and repair the Nine Mile Drain and to access the Nine Mile Drain with such personnel and equipment Nampa & Meridian Irrigation District may utilize for those purposes and is granted to Nampa & Meridian Irrigation District, its successors and assigns, as a perpetual easement and is and shall be appurtenant to and inseparable from the real property described in Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, Grantor has executed this easement this ____ day of _____, 20____.

IDAHO STATE UNIVERSITY,

By: _____

ATTEST:

By: _____

EASEMENT - Page 1

STATE OF IDAHO)
)ss.
County of _____)

On this ____ day of _____, 2020, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared Kevin Satterlee, known or identified to me to be the President and Authorized Representative of Idaho State University, entity that executed the within and foregoing instrument or the person who executed the instrument on behalf of said entity, and on behalf of the Board of Trustees and the State of Idaho by and through the State Board of Education, and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
My commission expires _____

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=3 LISA BATT
PIONEER TITLE COMPANY OF ADA COUNTY

2019-066558
07/25/2019 11:12 AM
\$15.00

667747 SKM

WARRANTY DEED

THIS WARRANTY DEED is made this 24th day of July, 2019, between Joint School District No. 2, an Idaho school district and body politic of the state of Idaho, doing business as the West Ada School District ("Grantor"), and Board of Trustees and State Board of Education of Idaho State University, whose current address is 921 So. 8th Ave. Stop 8310, Pocatello, Idaho 83209 ("Grantee").

FOR GOOD AND VALUABLE CONSIDERATION, Grantor does hereby grant, bargain, sell and convey to Grantee all of the real property located in the County of Ada, State of Idaho, as described on Exhibit "A", attached hereto and made a part hereof (hereafter, the "Premises").

TO HAVE AND TO HOLD the Premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of the Premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements and right(s) of way of record, and exceptions 1 thru 11, and 13 thru 25 as set forth in Commitment Number 667747 dated July 1, 2019, issued by Pioneer Title Company of Ada County, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, Grantor has caused its name to be subscribed to this Warranty Deed on this 24th day of July, 2019.

JOINT SCHOOL DISTRICT NO. 2, dba WEST
ADA SCHOOL DISTRICT

By: Mary Ann Ranells
DR. MARY ANN RANELLS
Its: Superintendent

WARRANTY DEED

Page 1 of 2

[illegible]

On the 24 day of July, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Dr. Mary Ann Ranells, known or identified to me to be the Superintendent and Authorized Representative of Joint School District No. 2, doing business as the West Ada School District, who executed the within and foregoing instrument on behalf of said entity, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto affixed my official seal the day and year first above written.

Glennie Rolland

Notary Public for Idaho
Residing at Murder, Idaho



WARRANTY DEED

Page 2 of 2

EXHIBIT "A"

Lot 2 in Block 1 of Bengal Parking Subdivision, according to the plat thereof filed in Book 116 of Plats at Pages 17551-17553, records of Ada County, Idaho.

EXHIBIT "A"



9233 WEST STATE STREET | BOISE, ID 83714 | 208.639.6939 | FAX 208.639.6930

January 13, 2020

ISU West Parking Lot – DPW Proj. No. 19-244

Project No. 19-039

Legal Description

Drain Easement

Exhibit A

A parcel of land for a drain easement situated in a portion of Lot 2, Block 1 of Bengal Parking Subdivision (Book 116, Pages 17551-17553, records of Ada County, Idaho) and further situated in the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 3 North, Range 1 East, B.M., City of Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at an aluminum cap marking the center of said Section 18 which bears N00°27'12"E a distance of 2,650.88 feet from a brass cap marking the south 1/4 corner of said Section 18, thence following the westerly line of said Southeast 1/4 of Section 18, S00°27'14"W a distance of 1,035.39 feet to a 1/2-inch rebar marking the northwest corner of said Lot 2, Block 1;

Thence leaving said westerly line and following said northerly line of said Lot 2, Block 1, N89°59'20"E a distance of 70.43 feet to the easterly line of the existing Nine Mile Drain Easement (per Inst. No. 95084882, records of Ada County, Idaho) and being the **POINT OF BEGINNING**.

Thence leaving said easterly line and following said northerly line, N89°59'20"E a distance of 11.69 feet;

Thence leaving said northerly line, S00°00'39"E a distance of 264.55 feet;

Thence S89°36'43"W a distance of 8.83 feet to a 5/8-inch rebar on said easterly line;

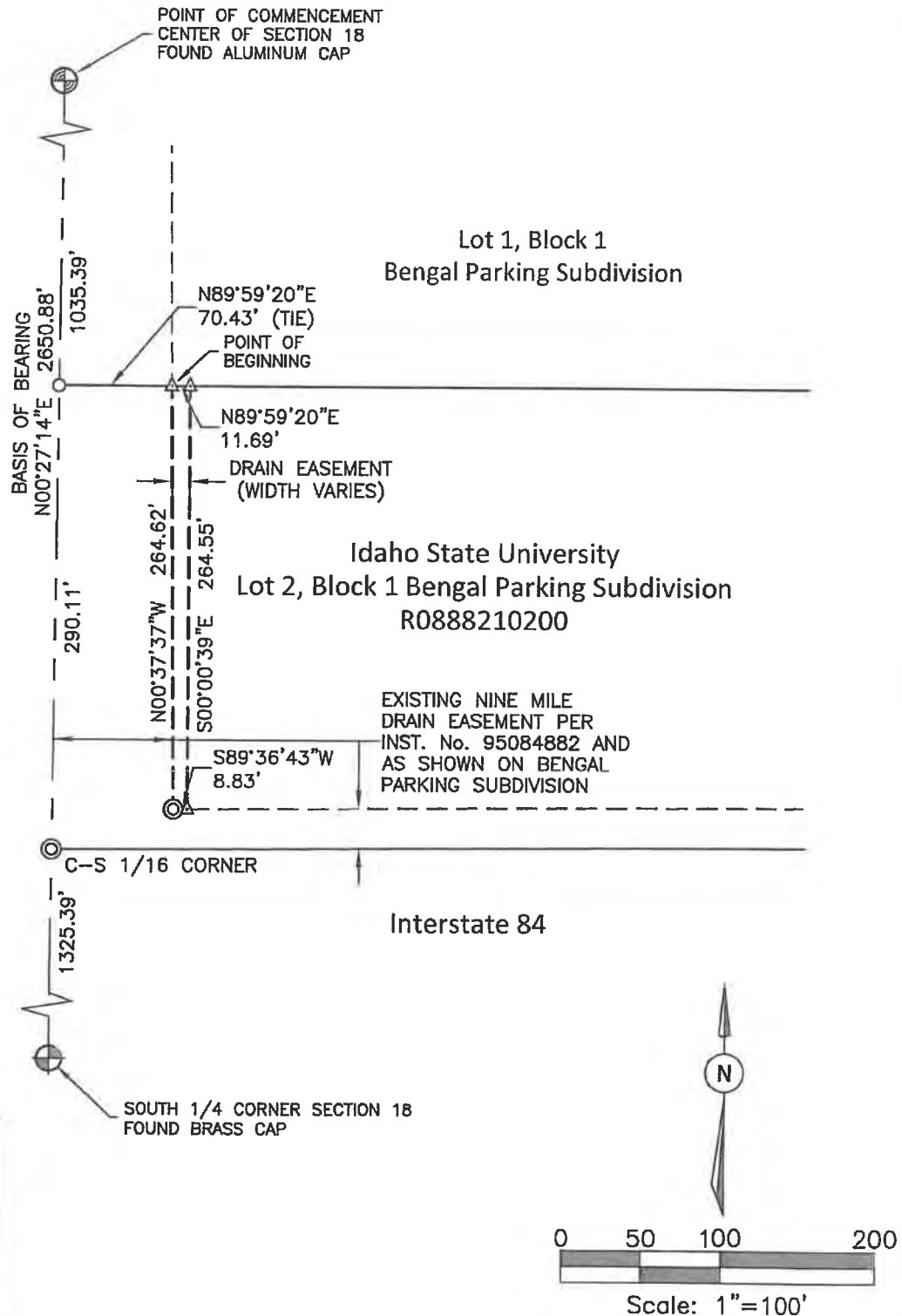
Thence following said easterly line, N00°37'37"W a distance of 264.62 feet to the **POINT OF BEGINNING**.

Said parcel contains a total of 2,715 square feet (0.062 acres), more or less, and is subject to all existing easements and/or rights-of-way of record or implied.

Attached hereto is Exhibit B and by this reference is hereby made a part of.



ENGINEERS | SURVEYORS | PLANNERS



ENGINEERS . SURVEYORS . PLANNERS

9233 WEST STATE STREET
BOISE, IDAHO 83714
PHONE (208) 639-6939
FAX (208) 639-6930

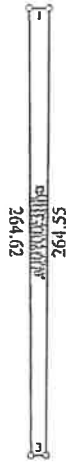
DATE: December 2019

PROJECT: 19-039

SHEET:
1 of 1

Exhibit B - Drain Easement
ISU West Parking Lot - DPW Project No. 19-244

Lot 2, Block 1 Bengal Parking Sub. situated in the NW 1/4 SE 1/4 of Sec. 18,
T.3N., R.1E., B.M., City of Meridian, Ada County, Idaho



Title:		Date: 12-18-2019
Scale: 1 inch = 100 feet	File:	
Tract 1: 0.062 Acres: 2715 Sq Feet: Closure = n77.0640w 0.02 Feet: Precision = 1/36344: Perimeter = 550 Feet		
001=n89.5920e 11.69	003=s89.3643w 8.83	
002=s00.0039e 264.55	004=n00.3737w 264.62	

LICENSE AGREEMENT

This LICENSE AGREEMENT, is made and entered into this ____ day of _____, 2020, by and between NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "District", and

BOARD OF TRUSTEES AND STATE BOARD OF EDUCATION OF IDAHO STATE UNIVERSITY,
Whose address is: 921 So. 8th Ave. Stop 8310, Pocatello, ID 83209,

hereinafter collectively referred to as the "Licensee",

W I T N E S S E T H:

WHEREAS, the District owns the irrigation/drainage ditch or drain known as the NINE MILE DRAIN (hereinafter referred to as "ditch or drain"), an integral part of the irrigation and drainage works and system of the District, together with the easement therefor to convey irrigation and drainage water, to operate, clean, maintain, and repair the ditch or drain, and to access the ditch or drain for those purposes; and,

WHEREAS, the District operates, cleans, maintains, repairs and protects the ditch or drain for the benefit of District landowners; and,

WHEREAS, the Licensee is the owner of real property that is servient to the District's ditch or drain and easement, and is particularly described in the "Legal Description" and/or deeds attached hereto as **Exhibit A** and by this reference made a part hereof; and,

WHEREAS, the ditch or drain crosses and intersects near the real property described in Exhibit A as shown on **Exhibit B**, attached hereto and by this reference made a part hereof; and,

WHEREAS, the Licensee desires a license to cross, encroach upon or modify said ditch or drain and/or the District's easement under the terms and conditions of this License Agreement;

NOW, THEREFORE, for and in consideration of the premises and of the covenants, agreements and conditions hereinafter set forth, the parties agree as follows:

A. Acknowledgment of the District's Easement.

1. Licensee acknowledges that the District's easement for the ditch or drain includes a sufficient area of land to convey irrigation and drainage water, to operate, clean, maintain and repair the ditch or drain, and to access the ditch or drain for said purposes, and is a minimum of 70 feet, 30 feet to the left and 40 feet to the right of the centerline looking downstream (which includes approximately additional 10 feet to the right of the centerline which is being granted by Licensee pursuant to the terms of this License Agreement. The exact dimensions of the additional easement being granted varies between 8.83 feet and 11.69 feet and thus the minimum easement on the right side of the centerline after said easement is granted shall vary from 38.83 feet to 41.69 feet).

LICENSE AGREEMENT - 1

B. Scope of License

1. The Licensee shall have the right to modify the ditch or drain or encroach upon the District's easement along the ditch or drain in the manner described in the "Purpose of License" attached hereto as **Exhibit C** and by this reference made a part hereof.

2. Any crossing, encroachment upon or modification of the ditch or drain and/or the District's easement shall be performed and maintained in accordance with the "Special Conditions" stated in **Exhibit D**, attached hereto and by this reference made a part hereof. Any difference or discrepancy between the items listed in Exhibit C, "Purpose of License," and any plans or drawings referenced in or attached to Exhibit D shall be resolved in favor of Exhibit C. Licensee shall only be permitted to cross, encroach upon or modify the ditch or drain and/or the District's easement as described in Exhibit C even if any plans or drawings referenced or attached to Exhibit D provide or show otherwise.

3. This License Agreement pertains only to the Licensee's crossing, encroachment upon or modification of the ditch or drain and/or the District's easement for the purposes and in the manner described herein. The Licensee shall not excavate, discharge, place any structures, nor plant any trees, shrubs or landscaping within the District's easement, nor perform any construction or activity within the District's easement for the ditch or drain except as referred to in this License Agreement without the prior written consent of the District.

4. The Licensee recognizes and acknowledges that the license granted this License Agreement pertains only to the rights of the District as owner of an easement. The District has no right or power to create rights in the Licensee affecting the holder of title to the property subject to the District's easement. Any such rights affecting fee title must be acquired by the Licensee from the holder of title to the property. Should Licensee fail to obtain such rights from the holder of title to the property or should the rights obtained prove legally ineffectual, Licensee shall hold harmless, indemnify and defend the District from any claim by any party arising out of or related to such failure of rights and at the option of the District this License Agreement shall be of no force and effect.

C. Facility Construction, Operation, Maintenance and Repair

1. Licensee agrees that the work performed and the materials used in any construction permitted by this License Agreement shall at all times be subject to inspection by the District and the District's engineers, and that final acceptance of the such work shall not be made until all such work and materials shall have been expressly approved by the District. Such approval by the District shall not be unreasonably withheld.

2. Each facility ("facility" as used in this License Agreement means any object or thing installed by the Licensee on, over or in the vicinity of the District's easement) shall be constructed, installed, operated, maintained, and repaired at all times by the Licensee at the cost and expense of the Licensee.

3. Licensee agrees to construct, install, operate, maintain and repair each facility and conduct its activities within or affecting the District's easement so as not to constitute or cause:

LICENSE AGREEMENT - 2

- a. a hazard to any person or property;
- b. an interruption or interference with the flow of irrigation or drainage water in the ditch or drain or the District's delivery of irrigation water;
- c. an increase in seepage or any other increase in the loss of water from the ditch;
- d. the subsidence of soil within or adjacent to the easement;
- e. an interference with the District's use of its easement to access, operate, clean, maintain, and repair the ditch or drain;
- f. any other damage to the District's easement and irrigation or drainage works.

4. The Licensee agrees to indemnify, hold harmless, and defend the District from all claims for damages arising out of any of the Licensee's construction or activity which constitutes or causes any of the circumstances enumerated in the preceding paragraph, 3.a. through 3.f., or any other damage to the easement and irrigation or drainage works which may be caused by the construction, installation, operation, maintenance, repair, and any use or condition of any facility.

5. The Licensee shall, upon demand of the District, remove any facility or repair any alteration of the District's easement which interferes with the District's operation and maintenance of the ditch or drain, or causes or contributes to any of the circumstances enumerated in the preceding paragraph, 3.a. through 3.f., or any other damage to the easement and or drainage works. The District shall give reasonable notice to the Licensee, and shall allow the Licensee a reasonable period of time to perform such maintenance, repair, and other work, except that in cases of emergency the District shall attempt to give such notice as is reasonable under the circumstances. The District reserves the right to perform any and all work which the Licensee fails or refuses to perform within a reasonable period of time after demand by the District. The Licensee agrees to pay to the District, on demand, the costs which shall be reasonably expended by the District for such purposes. Nothing in this paragraph shall create or support any claim of any kind by the Licensee or any third party against the District for failure to exercise the options stated in this paragraph, and the Licensee shall indemnify, hold harmless and defend the District from any claims made against the District arising out of or relating to the terms of this paragraph, except for claims arising solely out of the negligence or fault of the District.

D. District's Rights Are Paramount

1. The Licensee understands and agrees that the ditch or drain is a manmade channel that was constructed and is used and maintained by the District for the exclusive purpose of conveying irrigation or drainage water to lands within the District. As such, Licensee further acknowledges and agrees that the ditch or drain does not constitute a natural or navigable watercourse or stream.

2. The parties hereto understand and agree that the District has no right in any respect to impair the uses and purposes of the irrigation or drainage works and system of the District by this License Agreement, nor to grant any rights in its irrigation or drainage works and system incompatible with the uses to which such irrigation or drainage works and system are devoted and dedicated and that this contract shall be at all times construed according to such principles.

3. Nothing herein contained shall be construed to impair the ditch or drain or the District's easement, and all construction and use of the District's easement by the Licensee and the license herein

LICENSE AGREEMENT - 3

provided therefor shall remain inferior and subservient to the rights of the District to the use of the ditch or drain for the transmission and delivery of irrigation or drainage water.

4. The Licensee agrees that the District shall not be liable for any damages which shall occur to any facility in the reasonable exercise of the rights of the District in the course of performance of maintenance or repair of the ditch or drain. The Licensee further agrees to suspend its use of the said easement areas when the use of the easement areas is required by the District for maintenance or repair under this or any other paragraph of this License Agreement.

5. In the event of the failure, refusal or neglect of the Licensee to comply with all of the terms and conditions of this License Agreement, the license of the Licensee under the terms hereof may be terminated by the District, and any facility, structure, plant, or any other improvement in or over the ditch, and the right of way therefor, which may impede or restrict the maintenance and operation of such ditch or drain by the District with its equipment for the maintenance of the ditch or drain shall be promptly removed by the Licensee upon demand of the District.

E. Applicable Law and Jurisdiction Unaffected.

1. Neither the terms of this License Agreement, the permission granted by the District to the Licensee, the Licensee's activity which is the subject of this License Agreement, nor the parties exercise of any rights or performance of any obligations of this License Agreement, shall be construed or asserted to extend the application of any statute, rule, regulation, directive or other requirement, or the jurisdiction of any federal, state, or other agency or official to the District's ownership, operation, and maintenance of its canals, drains, irrigation or drainage works and facilities which did not apply to the District's operations and activities prior to and without execution of this License Agreement.

2. In the event the District is required to comply with any such requirements or is subject to the jurisdiction of any such agency as a result of execution of this License Agreement or the Licensee's activity authorized hereunder, Licensee shall indemnify, hold harmless and defend the District from all costs and liabilities associated with the application of such laws or the assertion of such jurisdiction or, at the option of the District, this License Agreement shall be of no force and effect and the Licensee shall cease all activity and remove any facility authorized by this License Agreement.

F. Indemnification

1. In addition to all other indemnification provisions herein, Licensee further agrees to indemnify, hold harmless and defend the District from any injury, damages, claim, lien, cost and/or expense (including reasonable attorney's fees) incurred by, or asserted against, the District by reason of the negligent acts or omissions of Licensee or its agents, contractors or subcontractors in performing the construction and activities authorized by this License Agreement.

G. Fees and Costs

1. The Licensee agrees to pay reasonable attorney fees and engineering fees charged by the attorney for the District or by the engineers for the District in connection with the negotiation and preparation

LICENSE AGREEMENT - 4

of this License Agreement.

2. Should either party incur costs or attorney fees in connection with efforts to enforce the provisions of this License Agreement, whether by institution of suit or not, the party rightfully enforcing or rightfully resisting enforcement of the provisions of this License Agreement, or the prevailing party in case suit is instituted, shall be entitled to reimbursement for its costs and reasonable attorney fees from the other party.

H. Miscellaneous

1. No Claims Created. Nothing in this License Agreement shall create or support a claim of estoppel, waiver, prescription or adverse possession by the Licensee or any third party against the District.

2. Assignment. Neither this License Agreement nor any agreement entered pursuant to this License Agreement may be assigned or transferred without the prior written approval of the Parties, which approval shall not be unreasonably withheld.

3. Amendment and Modification. Any amendment or modification of this License Agreement must be in writing and signed by all parties to be enforceable.

4. Interpreted. This License Agreement shall be interpreted and enforced in accordance with the laws of the State of Idaho. This License Agreement is not intended for the benefit of any third party and is not enforceable by any third party. If any provision of this License Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this License Agreement shall remain in full force and effect. The parties represent and warrant to each other that they each have authority to enter this License Agreement. The catchlines or section headings herein set forth are provided only for the convenience of the parties in locating various provisions of this License Agreement, and are not intended to be aids in interpretation of any provision of this License Agreement with respect to which the parties might disagree at some future time, and shall not be considered in any way in interpreting or construing any provision of the License Agreement.

5. Binding Effect. The covenants, conditions and agreements herein contained shall constitute covenants to run with, and running with, the real property described in **Exhibit A**, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.

6. Notices. Any and all notices, demands, consents and approvals required pursuant to this License Agreement shall be delivered to the parties as follows:

Nampa & Meridian Irrigation District
5525 East Greenhurst
Nampa, ID 83686

See page 1 for Licensee

Notices shall be deemed to have been delivered upon hand deposit in the United States mail as

LICENSE AGREEMENT - 5

provided above.

7. Counterparts. This License Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the District has hereunto caused its name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and the Licensee has caused its name to be subscribed by its duly authorized officer/member, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By _____
Its President

ATTEST:

Its Secretary

STATE OF IDAHO)
) ss:
County of Canyon)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Will Patterson and Daren R. Coon, known to me to be the President and Secretary, respectively, of NAMPA & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation district executed the same.

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

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____

LICENSE AGREEMENT - 6

IDAHO STATE UNIVERSITY,

By: _____

ATTEST:

By: _____

STATE OF IDAHO)
)ss.
County of _____)

On this ____ day of _____, 2020, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared Kevin Satterlee, known or identified to me to be the President and Authorized Representative of Idaho State University, entity that executed the within and foregoing instrument or the person who executed the instrument on behalf of said entity, and on behalf of the Board of Trustees and the State of Idaho by and through the State Board of Education, and acknowledged to me that he executed the same.

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

Notary Public for _____
Residing at _____
My commission expires _____

LICENSE AGREEMENT - 7

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=3 LISA BATT
PIONEER TITLE COMPANY OF ADA COUNTY

2019-066558
07/25/2019 11:12 AM
\$15.00

1067747 SPm

WARRANTY DEED

THIS WARRANTY DEED is made this 24th day of July, 2019, between Joint School District No. 2, an Idaho school district and body politic of the state of Idaho, doing business as the West Ada School District ("Grantor"), and Board of Trustees and State Board of Education of Idaho State University, whose current address is 921 So. 8th Ave. Stop 8310, Pocatello, Idaho 83209 ("Grantee").

FOR GOOD AND VALUABLE CONSIDERATION, Grantor does hereby grant, bargain, sell and convey to Grantee all of the real property located in the County of Ada, State of Idaho, as described on Exhibit "A", attached hereto and made a part hereof (hereafter, the "Premises").

TO HAVE AND TO HOLD the Premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of the Premises; that they are free from all encumbrances EXCEPT: Subject to all existing patent reservations, easements and right(s) of way of record, and exceptions 1 thru 11, and 13 thru 25 as set forth in Commitment Number 667747 dated July 1, 2019, issued by Pioneer Title Company of Ada County, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, Grantor has caused its name to be subscribed to this Warranty Deed on this 24th day of July, 2019.

JOINT SCHOOL DISTRICT NO. 2, dba WEST
ADA SCHOOL DISTRICT

By: Mary Ann Ranells
DR. MARY ANN RANELLS
Its: Superintendent

WARRANTY DEED

Page 1 of 2

Exhibit A, page 1

CONSENT - BAHR - SECTION II

TAB 4 Page 8

STATE OF IDAHO)
) ss.
County of Ada)

On the 24 day of July, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Dr. Mary Ann Ranells, known or identified to me to be the Superintendent and Authorized Representative of Joint School District No. 2, doing business as the West Ada School District, who executed the within and foregoing instrument on behalf of said entity, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto affixed my official seal the day and year first above written.



Gloria Rolland

Notary Public for Idaho

Residing at Murdan, Idaho

WARRANTY DEED

Page 2 of 2

Exhibit A, page 2

CONSENT - BAHR - SECTION II

TAB 4 Page 9

EXHIBIT "A"

Lot 2 in Block 1 of Bengal Parking Subdivision, according to the plat thereof filed in Book 116 of Plats at Pages 17551-17553, records of Ada County, Idaho.

EXHIBIT "A"

EXHIBIT B
Location of Property/Drain

See Exhibit D-1 attached hereto.

EXHIBIT C
Purpose of License

The purpose of this License Agreement is to permit Licensee to:

1. construct and install a 10-foot pedestrian pathway on the east side of the Nine Mile Drain and within the District's easement,

all within Licensee's real property described in Exhibit A, ISU: West Parking Lot Development, located southeast of the intersection of E. Central Drive and Stafford Drive in Meridian, Ada County, Idaho. No other construction or activity is permitted within or affecting the Nine Mile Drain or the District's easement.

EXHIBIT D
Special Conditions

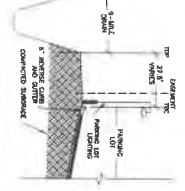
- a. The construction described in Exhibit C shall be in performed in accordance the plans attached hereto as Exhibit D-1 and by this reference incorporated herein.
- b. Licensee shall notify the District's Superintendent prior to and immediately after construction so that he or the District's engineers may inspect and approve the construction.
- c. As an express condition of allowing the pathway and raising the elevation of the District's roadway on the east/right side of the Nine Mile Drain, Licensee shall grant/convey to the District an additional easement of approximately 10 feet on the east/right side of the Nine Mile Drain for maintenance and access (the additional easement varies between 8.83 feet on the south end and 11.69 feet on the north end). Execution and delivery of said easement from Licensee is a material and essential terms of this agreement and if not executed and delivered, at the option of the District this agreement may be terminated and be of no force and effect.
- d. Licensee acknowledges and agrees that should the pathway, landscaping or other encroachments need to be removed in order for the District to access, operate, maintain or repair the Nine Mile Drain, it shall be Licensee's obligation and cost of removing or replacing the pathway, landscaping and/or encroachments. Licensee further agrees that the District shall not be liable for any damages which shall occur to the pathway, landscaping or other encroachments in the reasonable exercise of the rights of the District in the course of performance of maintenance or repair of the Nine Mile Drain.
- e. The pathway constructed by Licensee within the District's easement, and permitted by this Agreement, shall be operated and maintained by the City of Meridian. An express condition of this Agreement, and the District permitting said pathway within its easement, is that the City of Meridian enter an Agreement with the District in which it assumes operation, control and maintenance of the pathway. If

LICENSE AGREEMENT - 8

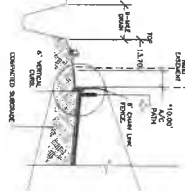
the City of Meridian declines to accept the pathway and enter into said Agreement then said pathway is no longer authorized within the District's easement.

f. Construction authorized by this License Agreement shall be completed within one year of the date of this Agreement. Time is of the essence.

A-A: CROSS SECTION



B-B: CROSS SECTION



CROSS SECTION C-C		PROFILE SCALE	
		HORIZ: 1" = 20'	
		VERT: 1" = 5'	
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IDAHO STATE UNIVERSITY

SUBJECT

College of Pharmacy, Pocatello, Leonard Hall Research Lab Renovation

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Sections V.I.2.; V.K.2.a. and 3.a.

BACKGROUND/DISCUSSION

Idaho State University (ISU) seeks approval to amend the Six Year Capital Improvement Plan to include renovations to the home for the College of Pharmacy, Leonard Hall. The renovation plan for Leonard Hall transforms extremely outdated and unusable office, public, and laboratory space into state-of-the-art functionality. Current laboratories require redesign to update and modernize. The current space is cramped and poorly lit, which does not provide adequate work environments. In addition to physical space issues, laboratories do not contain functional equipment and instrumentation, which at times compromise the college mission. Further, currently there is not ADA accessibility into the lab spaces.

Laboratories are critical venues for student teaching and research in both graduate and PharmD programs. As part of the PharmD program, research facilities need to support the College of Pharmacy accreditation from the Accreditation Council for Pharmacy Education (ACPE). Poor laboratory conditions can compromise ACPE accreditation. The success of student tours during recruitment events and on-campus interviews of applicants for the PharmD program is negatively impacted by antiquated laboratories. Renovation of laboratories positively addresses key safety, recruitment, admissions, and accreditation issues facing the College of Pharmacy. Further, mechanical system improvements associated with the renovation will enhance efficiency and reduce operating costs.

IMPACT

Idaho State University's renovation of Leonard Hall falls into two fundamental areas: laboratory renovation (2nd floor) and laboratory expansion (basement). The combination of these two areas provides a significant increase in square footage designated for research, while at the same time, reorganizing research around open laboratories and a pharmaceutical sciences core laboratory. The core laboratory will provide efficiencies that will reduce research costs and instrument duplication and provide a pharmaceutical industry-style training laboratory for students. The open laboratory blocks and public spaces will provide increased collaborative interactions.

ISU expects that the total project will cost approximately \$23M and likely will be broken up into several phases that will be predominately funded through philanthropy. Absent such philanthropy, the project will not proceed.

CONSENT
JUNE 10, 2020

ATTACHMENTS

Attachment 1 - Amended Six Year Capital Improvement Plan

STAFF COMMENTS AND RECOMMENDATIONS

Idaho State University intends to upgrade necessary laboratory space in order to maintain current spaces that provide the kind of training for which students moving into the pharmacy workforce must be prepared. While ISU anticipates the utilization of reserves to fund its planning and design phase, the balance of the project will be supported entirely through donations. The planned renovations will have minimal to no impact on current operating budgets. Staff recommends approval of this addition to its six-year capital improvement plan in order to investigate the feasibility of this project.

BOARD ACTION

I move to approve the request by Idaho State University to proceed with amending the Six Year Capital Improvement Plan to include renovations to Leonard Hall College of Pharmacy Research Labs and Offices.

Moved by _____ Seconded by _____ Carried Yes _____ No _____



FY 2021

Revision 5/28/2020

Six Year Capital Improvement Plan

Description	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Life Science Complex	\$72,000,000					
Residence Hall Upgrades	\$5,000,000					
ISU Alumni Center (design in progress)*	\$8,000,000					
College of Technology EAMES Phase 3*	\$3,000,000					
Holt Arena Seating, Code Analysis and Project Planning*	\$2,500,000					
Campus Housing Renovations & Remodeling		\$10,000,000				
Remodel RFC for KDHS Nursing, PAS, Rad Tech, etc..		\$12,000,000				
ISU Health and Wellness Center (Clinic Consolidation)		\$40,000,000				
Campus Deferred Maintenance - Frazier Hall, Etc.		\$10,000,000				
Upgrade HVAC, Ceilings, & Lighting, Eli Oboler Library			\$10,885,000			
Remodel 1st Floor Entrance & Circulation, Eli Oboler Library			\$4,595,400			
Basketball Arena			\$40,000,000			
Meridian Dental Hygiene Expansion				\$4,000,000		
Leonard Hall Research Lab Renovation*					\$23,000,000	
Vocarts - Replace, HVAC, Fire Alarm & ADA restrooms					\$1,745,842	
Graveley Hall - Upgrade the heating and cooling system					\$2,875,000	
Beckley Nursing – Asbestos mitigation, ceiling system and lights					\$1,700,000	
Academic Building						\$25,000,000
Six Year Capital Improvement Plan Total	\$276,301,242	\$90,500,000	\$72,000,000	\$55,480,400	\$4,000,000	\$29,320,842

* Agency or Donor Funded

**CONSENT
JUNE 10, 2020**

UNIVERSITY OF IDAHO

SUBJECT

Online, Master of Arts in Teaching in Secondary Education

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

The University of Idaho proposes to create an online, Master of Arts in Teaching (M.A.T.) in Secondary Education to replace the initial teaching certification concentration in the Master of Education (M.Ed.) in Curriculum and Instruction (Masters + Certification). The traditional M.Ed. is typically for teachers who are already certified, whereas the M.A.T. is focused on initial certification. The program offers a smoother transition from an undergraduate, discipline-specific degree and provides a shorter timeframe for completing initial certification requirements.

IMPACT

This program will address the teacher shortage in Idaho and the region as an offering that allows for individuals with content-area degrees to pursue recommendation for teacher certification in those contents. It will provide an option to earn teacher certification through a face-to-face or fully online suite of course work. Courses overlay with existing education courses leading to certification and thus this program will require no new resources.

ATTACHMENTS

Attachment 1 – M.A.T. in Secondary Education Proposal

STAFF COMMENTS AND RECOMMENDATIONS

The program anticipates a projected enrollment of 20 students initially reaching 30 enrollments by FY25 as provided in the program proposal. The program does not provide a minimum number of enrollments for program continuance as the undergraduate courses will continue to be taught.

The proposed program is consistent with the University of Idaho's Service Region Program Responsibilities and their current institution plan for Delivery of Academic Programs in Region II. As provided in Board Policy III.Z, no institution has the statewide program responsibility specifically for education programs. Additionally, Board Policy III.Z does not apply to programs for which 90% or more of all activity is required or completed online. Idaho State University currently offers a Master of Education in Secondary Education and the Board recently approved a Master in Teaching, Secondary Education at their April meeting.

The Professional Standards Commission will review this program for alignment with the Idaho Standards for Initial Certification of Professional School Personnel

CONSENT
JUNE 10, 2020

and will forward their recommendation to the Board at a subsequent meeting. The proposal completed the program review process consistent with Board Policy III.G and was presented to the Council on Academic Affairs and Programs on May 14, 2020 and to the Committee on Instruction, Research and Student Affairs on May 28, 2020.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to create an online Master of Arts in Teaching in Secondary Education as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

INSTRUCTION, RESEARCH AND STUDENT AFFAIRS
PROPOSAL SUMMARY SHEET

Institution: University of Idaho

Program: Masters of Arts in Teaching (MAT) in Secondary Education

1. Program Description and Need

Describe program need and how it will meet state/industry needs, including employability for students. Is this a program that may be projected to have low enrollment but needed to meet a critical public service/industry need? If so, please explain.

This program will lead to initial teacher certification at the middle and high school levels with a graduate-level degree. It is projected to enroll 20 to 30 students per year. This program addresses the teacher shortage in Idaho and the region as an offering that allows for individuals with content-area degrees to pursue recommendation for teacher certification in those contents. According to our Emsi market analysis, jobs in this area are projected to grow by 5.8% in Idaho through 2024. Annual job openings in Idaho is approximately 187.

2. Program Prioritization

This program does not fit specifically within the Program Prioritization process that was just completed in April 2020.

3. Credit for Prior Learning

No. This is a graduate program to prepare teachers for initial certification.

4. Affordability Opportunities

The 32-credit program will be delivered at the Moscow campus and fully online. In-state graduate tuition will be charged (\$4938 per semester full-time, 9-20 credits or \$549 per credit for part-time students) plus our standard \$35 per credit hour for online courses.

5. Math Requirements

This is a graduate program.

6. Resources/Allocation

If new resources are necessary to implement the program, how will this be achieved? If resources are to be internally reallocated from existing programs or services, please describe the impact.

Program coursework overlays with existing undergraduate courses, and those courses have capacity for additional enrollments. Thus, no new resources are needed.

7. Sunset

What is the sunset clause date? Please confirm whether this is the effective date for program discontinuation, or, is the date by which the program will be evaluated for continued delivery.

There is no sunset clause because program overlays with existing undergraduate courses. Even if enrollments are low, it is important to keep the program to prepare the middle and high school teachers Idaho needs.

8. Associated Programs

Please provide the total enrollment of students, first-time/full-time (FTFT) retention rates, and graduation headcount within each program offered by the academic department proposing the program. (Disregard if no undergraduate programs are currently delivered by the department.)

Program Name	Total Enrollment in Program and First-Time/Full-Time Retention Rate in Program				Number of Graduates From Program (Summer, Fall, Spring)			
	FY17	FY18	FY19	FY20 (most recent)	FY16	FY17	FY18	FY19 (most recent)
M.Ed. Curriculum & Instruction	36	27	18	21	11	18	17	18
M.Ed. Special Education	14	11	13	8	5	10	5	5
M.Ed. Educational Leadership	68	64	49	50	40	42	37	28
M.S. Adult/Org Learning & Leader	47	49	58	48	20	18	25	25
M.S. Movement & Leisure Sciences	24	20	17	21	12	9	14	10
M.Ed. Physical Education	4	11	9	5	4	4	2	5

9. Enrollment/Graduates of Similar Programs and Proposed Program

What are the projected enrollment and graduates for proposed program once program is fully implemented?

	Enrollment (E) and Completions (C) for Similar Programs at Other Idaho Institutions								Projected Enrollments (E) and Completions (C) for Proposed Program							
	2016		2017		2018		2019		2020		2021		2022		2023	
	E	C	E	C	E	C	E	C	E	C	E	C	E	C	E	C
BSU																
ISU			6	-	9	-	29	-	20	-	30	10	30	30	30	30
UI																
LCSC																
CSI																
CWI																
CEI																
NIC																

ISU's program is new: no completions yet. BSU has a graduate certificate (not degree) that leads to initial certification as well.

Institutional Tracking No. _____

Idaho State Board of Education
Proposal for Undergraduate/Graduate Degree Program

Date of Proposal Submission:	September 1, 2018
Institution Submitting Proposal:	University of Idaho
Name of College, School, or Division:	College of Education, Health and Human Sciences
Name of Department(s) or Area(s):	Curriculum & Instruction

Program Identification for Proposed New or Modified Program:

Program Title:	Master of Arts in Teaching (M.A.T.): Secondary Education				
Degree:		Degree Designation		Undergraduate	<input checked="" type="checkbox"/> Graduate
Indicate if Online Program:	<input checked="" type="checkbox"/> Yes			No	
CIP code (consult IR /Registrar):	13.1205				
Proposed Starting Date:	Fall semester 2020 2021				
Geographical Delivery:	Location(s)	online	Region(s)		
Indicate (X) if the program is/has:		Self-Support		Professional Fee	Online Program Fee
Indicate (X) if the program is:	<input checked="" type="checkbox"/>	Regional Responsibility		Statewide Responsibility	

Indicate whether this request is either of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> New Degree Program | <input type="checkbox"/> Consolidation of Existing Program |
| <input type="checkbox"/> Undergraduate/Graduate Certificates (30 credits or more) | <input type="checkbox"/> New Off-Campus Instructional Program |
| <input type="checkbox"/> Expansion of Existing Program | <input type="checkbox"/> Other (i.e., Contract Program/Collaborative) |

4/1/20
College Dean (Institution) _____ Date _____

my name
Graduate Dean or other official (Institution, as applicable) _____ Date *3/10/20*

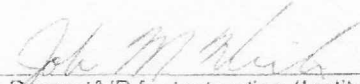
[Signature]
FVP/Chief Fiscal Officer (Institution) _____ Date *3/23/2020*

Vice President for Research (Institution, as applicable) _____ Date _____

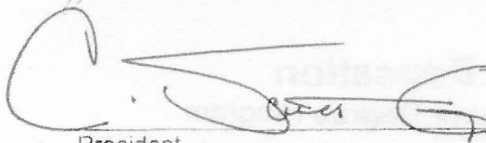
Patty Surdy
Academic Affairs Program Manager, OSBE _____ Date *4/13/20*

[Signature]
Chief Academic Officer, OSBE _____ Date *4/15/2020*

Revised 10/27/17
Page 1


Provost/VP for Instruction (Institution) 3/13/2020 Date

Chief Financial Officer, OSBE Date


President Date SBOE/Executive Director Approval Date

Before completing this form, refer to Board Policy Section III.G., Postsecondary Program Approval and Discontinuance. This proposal form must be completed for the creation of each new program. All questions must be answered.

Rationale for Creation or Modification of the Program

1. **Describe the request and give an overview of the changes that will result.** Will this program be related or tied to other programs on campus? Identify any existing program that this program will replace.

This program will lead to initial teacher certification at the middle and high school levels with a graduate-level degree. There is a strand within the current M.Ed. in Curriculum & Instruction that leads to teacher certification that this program will replace. This new M.A.T. program will be related to the undergraduate teacher education core in that course work will parallel that of the undergraduate track.

2. **Need for the Program.** Describe the student, regional, and statewide needs that will be addressed by this proposal and address the ways in which the proposed program will meet those needs.

This program will address the teacher shortage in Idaho and the region as an offering that allows for individuals with content-area degrees to pursue recommendation for teacher certification in those contents. It will provide an option to earn teacher certification through a face-to-face or fully online suite of course work.

- a. **Workforce need:** Provide verification of state workforce needs that will be met by this program. Include State and National Department of Labor research on employment potential. Using the chart below, indicate the total projected annual job openings (including growth and replacement demands in your regional area, the state, and nation. Job openings should represent positions which require graduation from a program such as the one proposed. Data should be derived from a source that can be validated and must be no more than two years old.

List the job titles for which this degree is relevant:

1. *Middle School teacher*
2. *High School teacher*

	State DOL data	Federal DOL data	Other data source: (describe)
Local (Service Area)	94		
State	355		According to our Emsi market analysis, jobs in this area are projected to grow by 5.8% in Idaho through 2024. Annual job openings in Idaho is approximately 187.
Nation		190,000	

Provide (as appropriate) additional narrative as to the workforce needs that will be met by the proposed program.

- b. **Student need.** What is the most likely source of students who will be expected to enroll (full-time, part-time, outreach, etc.). Document student demand by providing information you have about student interest in the proposed program from inside and outside the

institution. If a survey of s was used, please attach a copy of the survey instrument with a summary of results as **Appendix A**.

We expect the enrollment in this program to mirror that of the current masters-plus-certification. In the one year of that program being in place, we have about 15 enrollees with new requests for information almost daily.

- c. Economic Need:** Describe how the proposed program will act to stimulate the state economy by advancing the field, providing research results, etc.

The proposed program will supplant the current “masters-plus-certification” program offered in the Department of Curriculum and Instruction. It will allow for a smoother transition from undergraduate to graduate matriculation, however, as courses will be joint-listed and therefore available to be started during the undergraduate experience. This will result in teachers reaching K-12 classrooms sooner and more economically, making the program more attractive to individuals considering a career in the classroom.

- d. Societal Need:** Describe additional societal benefits and cultural benefits of the program.

- e. If Associate’s degree, transferability:**

- 3. Similar Programs.** Identify similar programs offered within Idaho and in the region by other in-state or bordering state colleges/universities.

Similar Programs offered <u>by Idaho public institutions</u> (list the proposed program as well)		
Institution Name	Degree name and Level	Program Name and brief description if warranted
Idaho State University	Master of Education	Master of Secondary Education

Similar Programs offered <u>by other Idaho institutions and by institutions in nearby states</u>		
Institution Name	Degree name and Level	Program Name and brief description if warranted
College of Idaho	Master of Arts	Master of Arts in Teaching
Washington State University	Master in Teaching	
Gonzaga University	Master of Initial Teaching	

- 4. Justification for Duplication with another institution listed above.** (if applicable). If the proposed program is similar to another program offered by an Idaho public institution, provide a

rationale as to why any resulting duplication is a net benefit to the state and its citizens. Describe why it is not feasible for existing programs at other institutions to fulfill the need for the proposed program.

As the Department of Curriculum and Instruction has been running a comparable program for a few years, we are aware of the market demand for it already. While it is a duplication of similar existing programs, its duplicative cousin has already demonstrated that demand. This is simply a more attractive option for those already considering programs.

5. Describe how this request supports the institution's vision and/or strategic plan.

This request supports the University of Idaho's "Transform" initiative in the strategic plan. It provides "greater access to education opportunities to meet the evolving needs of society" by being a fully online curriculum available to anyone interested in becoming a K-12 teacher.

6. Assurance of Quality. Describe how the institution will ensure the quality of the program. Describe the institutional process of program review. Where appropriate, describe applicable specialized accreditation and explain why you do or do not plan to seek accreditation.

This is a major factor in the proposal being brought forward, as the program's quality assurance will align completely with the current undergraduate offerings. While the graduate level course work will be more rigorous, signature assignments and assessed program outcomes toward teacher certification will be identical.

7. In accordance with Board Policy III.G., an external peer review is required for any new doctoral program. Attach the peer review report as **Appendix B**.

Not applicable

8. Teacher Education/Certification Programs All Educator Preparation programs that lead to certification require review and recommendation from the Professional Standards Commission (PSC) and approval from the Board.

Will this program lead to certification?

Yes X No _____

If yes, on what date was the Program Approval for Certification Request submitted to the Professional Standards Commission?

Submission to the PSC for consideration will occur immediately following UCC approval. That consideration will then take place concurrently with the proposal's movement through the faculty senate.

9. Three-Year Plan: Is the proposed program on your institution's approved 3-year plan? Indicate below.

Yes X No _____

Proposed programs submitted to OSBE that are not on the five-year plan must respond to the following questions and meet at least one criterion listed below.

a. Describe why the proposed program is not on the institution's five year plan. When did consideration of and planning for the new program begin?

- b. Describe the immediacy of need for the program.** What would be lost were the institution to delay the proposal for implementation of the new program until it fits within the five-year planning cycle? What would be gained by an early consideration?

Criteria. As appropriate, discuss the following:

- i. How important is the program in meeting your institution's regional or statewide program responsibilities? Describe whether the proposed program is in response to a specific industry need or workforce opportunity.

As the Department of Curriculum and Instruction is expected to produce high-quality educators for the state and region, this program will perpetuate those efforts.

- ii. Explain if the proposed program is reliant on external funding (grants, donations) with a deadline for acceptance of funding.

This proposed program is not reliant on external funding.

- iii. Is there a contractual obligation or partnership opportunity to justify the program?
No

- iv. Is the program request or program change in response to accreditation requirements or recommendations?
No

- v. Is the program request or program change in response to recent changes to teacher certification/endorsement requirements?
No

Curriculum, Intended Learning Outcomes, and Assessment Plan

10. Curriculum for the proposed program and its delivery.

- a. Summary of requirements.** Provide a summary of program requirements using the following table.

Credit hours in required courses offered by the department (s) offering the program.	32
Credit hours in required courses offered by other departments:	0
Credit hours in institutional general education curriculum	0
Credit hours in free electives	0
Total credit hours required for degree program:	32

- b. Curriculum.** Provide the curriculum for the program, including a listing of course titles and credits in each.

EDCI 550: Contexts of Education (3 cr)

EDCI 543: Learning, Development, and Assessment (3 cr)

EDCI 544: Teaching Culturally Diverse Learners (3 cr)

EDCI 545: Technology, Teaching, and Learning (2 cr)
EDSP 520: Educating for Exceptionalities (3 cr)
EDCI 563: Literacy Methods for Content Learning (3 cr)
Discipline-specific methods course and practicum (3+1 cr)
EDCI 401: Internship Seminar (1 cr)
EDCI 598: Secondary Internship (10 cr)

- c. Additional requirements.** Describe additional requirements such as comprehensive examination, senior thesis or other capstone experience, practicum, or internship, some of which may carry credit hours included in the list above.

Included in the 32-credit minimum articulated above is a 10-credit student teaching experience (internship). Additionally, candidates will be expected to complete applicable state-mandated content competency assessment, the Praxis II.

11. Program Intended Learning Outcomes and Connection to Curriculum.

- a. Intended Learning Outcomes.** List the Intended Learning Outcomes for the proposed program, using learner-centered statements that indicate what will students know, be able to do, and value or appreciate as a result of completing the program.

Candidates understand how learners grow and develop, recognizing that patterns of learning and development vary individually within and across the cognitive, linguistic, social, emotional, and physical areas.

Candidates design and implement developmentally appropriate and challenging learning experiences.

Candidates understand individual differences and diverse cultures and communities to ensure inclusive learning environments.

Candidates understand how to connect concepts and use differing perspectives to engage learners in critical thinking, creativity, and collaborative problem-solving.

Candidates understand and use multiple methods of assessment to engage learners in their own growth, to monitor learner progress, and to guide decision-making.

12. Assessment plans

- a. Assessment Process.** Describe the assessment process that will be used to evaluate how well students are achieving the intended learning outcomes of the program.

Each of the above proposed learning outcomes has several more granular indicators beneath them. Those are assessed through signature assignments in each of the required courses, using validated rubrics.

- b. Closing the loop.** How will you ensure that the assessment findings will be used to improve the program?

Assessment findings are used in monthly program meetings and regular department meetings to identify opportunities for growth in each teacher education program.

- c. Measures used.** What direct and indirect measures will be used to assess student learning?

Direct: lesson demonstrations, lesson and unit plans, portfolios

Indirect: dispositional assessments, end-of-semester course feedback, program completer employment data required for national accreditation

- d. Timing and frequency.** When will assessment activities occur and at what frequency?

Assessment activities occur in each course listed above as well as through annual surveys following completion and annually available employment data

Enrollments and Graduates

- 13. Existing similar programs at Idaho Public Institutions.** Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions.

Existing Similar Programs: Historical enrollments and graduate numbers								
Institution and Program Name	Fall Headcount Enrollment in Program				Number of Graduates From Program (Summer, Fall, Spring)			
	FY17	FY18	FY19	FY20 (most recent)	FY__	FY__	FY__	FY__ (most recent)
BSU								
ISU		6	9	29	none	yet;	new	program
UI								
LCSC								
CEI								
CSI								
CWI								
NIC								

- 14. Projections for proposed program:** Using the chart below, provide projected enrollments and number of graduates for the proposed program:

Proposed Program: Projected Enrollments and Graduates First Five Years											
Program Name: <i>Masters of Arts In Teaching</i>											
Projected Fall Term Headcount Enrollment in Program						Projected Annual Number of Graduates From Program					
FY 20	FY 21	FY 22	FY 23	FY 24	FY 25	FY 20	FY 21	FY 22	FY 23	FY 24	FY 25
20	30	30	30	30	30	10	30	30	30	30	30

- 15. Describe the methodology for determining enrollment and graduation projections.** Refer to information provided in Question #2 “Need” above. What is the capacity for the program? Describe your recruitment efforts? How did you determine the projected numbers above?

The current M.Ed.-plus-certification has about 20 enrollees. Interest has grown as it becomes better known, so we project a small increase. That would take us to capacity in the required courses without adding sections.

- 16. Minimum Enrollments and Graduates.**

- a. Have you determined minimums that the program will need to meet in order to be continued? What are those minimums, what is the logical basis for those minimums?

Though this would be highly unlikely, this program could exist with only one enrollee. This is due entirely to the manner in which this program overlays with the current undergraduate program.

- b. What is the sunset clause by which the program will be considered for discontinuance if the projections or expectations outlined in the program proposal are not met?

There is no set plan to sunset this program because the companion undergraduate courses will remain.

Resources Required for Implementation – fiscal impact and budget

- 17. Physical Resources.**

- a. **Existing resources.** Describe equipment, space, laboratory instruments, computer(s), or other physical equipment presently available to support the successful implementation of the program.

Not applicable

- b. **Impact of new program.** What will be the impact on existing programs of increased use of physical resources by the proposed program? How will the increased use be accommodated?

Not applicable

- c. **Needed resources.** List equipment, space, laboratory instruments, etc., that must be obtained to support the proposed program. Enter the costs of those physical resources into the budget sheet.

Not applicable

18. Library resources

- a. **Existing resources and impact of new program.** Evaluate library resources, including personnel and space. Are they adequate for the operation of the present program? Will there be an impact on existing programs of increased library usage caused by the proposed program? For off-campus programs, clearly indicate how the library resources are to be provided.

The library currently supports our programs very appropriately. It would not require further resources from the library.

- b. **Needed resources.** What new library resources will be required to ensure successful implementation of the program? Enter the costs of those library resources into the budget sheet.

none

19. Personnel resources

- a. **Needed resources.** Give an overview of the personnel resources that will be needed to implement the program. How many additional sections of existing courses will be needed? Referring to the list of new courses to be created, what instructional capacity will be needed to offer the necessary number of sections?

No new personnel resources will be necessary, as these courses will overlay with currently available undergraduate courses.

- b. **Existing resources.** Describe the existing instructional, support, and administrative resources that can be brought to bear to support the successful implementation of the program.

The current structure for support will not be required to change to support this program.

- c. **Impact on existing programs.** What will be the impact on existing programs of increased use of existing personnel resources by the proposed program? How will quality and productivity of existing programs be maintained?

No impact on existing programs based on increased workload.

- d. **Needed resources.** List the new personnel that must be hired to support the proposed program. Enter the costs of those personnel resources into the budget sheet.

Not applicable

20. Revenue Sources

- a) **Reallocation of funds:** If funding is to come from the reallocation of existing state appropriated funds, please indicate the sources of the reallocation. What impact will the reallocation of funds in support of the program have on other programs?

Not applicable

- b) **New appropriation.** If an above Maintenance of Current Operations (MCO) appropriation is required to fund the program, indicate when the institution plans to include the program in the legislative budget request.

Not applicable

- c) **Non-ongoing sources:**

- i. If the funding is to come from one-time sources such as a donation, indicate the sources of other funding. What are the institution's plans for sustaining the program when that funding ends?

Not applicable

- ii. Describe the federal grant, other grant(s), special fee arrangements, or contract(s) that will be valid to fund the program. What does the institution propose to do with the program upon termination of those funds?

Not applicable

- d) **Student Fees:**

- i. If the proposed program is intended to levy any institutional local fees, explain how doing so meets the requirements of Board Policy V.R., 3.b.

All University of Idaho students who take online courses are charged an online course fee of \$35 per credit hour, thus students in this fully online program will pay an additional \$1120 (total). Online fees are used to support course development, the learning management system (LMS) and other tools/technologies for online learning, and personnel who manage the LMS and provide instructional design support.

- ii. Provide estimated cost to students and total revenue for self-support programs and for professional fees and other fees anticipated to be requested under Board Policy V.R., if applicable.

Not applicable

21. Using the budget template provided by the Office of the State Board of Education, provide the following information:

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the program.
- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

Program Resource Requirements.

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of
- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

I. PLANNED STUDENT ENROLLMENT

	<u>FY 2020</u>		<u>FY 2021</u>		<u>FY 2022</u>		<u>FY 2023</u>	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	7	15	7	15	10	20	10	20
B. Shifting enrollments	0	0	0	0	0	0	0	0
Total Enrollment	7	15	7	15	10	20	10	20

II. REVENUE

	<u>FY 2020</u>		<u>FY 2021</u>		<u>FY 2022</u>		<u>FY 2023</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Institution Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. New Tuition Revenues from Increased Enrollments		\$140,280.00		\$140,280.00		\$187,040.00		\$187,040.00
5. Student Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6. Other (i.e., Gifts)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue	\$0	\$140,280	\$0	\$140,280	\$0	\$187,040	\$0	\$187,040

Ongoing is defined as ongoing operating budget for the program which will become part of the base.

One-time is defined as one-time funding in a fiscal year and not part of the base.

III. EXPENDITURES

	<u>FY 2020</u>		<u>FY 2021</u>		<u>FY 2022</u>		<u>FY 2023</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs								
1. FTE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Faculty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Adjunct Faculty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Graduate/Undergrad Assistants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Research Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6. Directors/Administrators	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7. Administrative Support Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8. Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9. Other: _____	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Personnel and Costs	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

**CONSENT
JUNE 10, 2020**

ATTACHMENT 1

	<u>FY 2020</u>		<u>FY 2021</u>		<u>FY 2022</u>		<u>FY 2023</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures								
1. Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Other Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Materials and Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6. Rentals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7. Materials & Goods for Manufacture & Resale	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8. Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Operating Expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

	<u>FY 2020</u>		<u>FY 2021</u>		<u>FY 2022</u>		<u>FY 2023</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay								
1. Library Resources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Capital Outlay	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

**D. Capital Facilities
Construction or Major
Renovation**

E. Other Costs

Utilites	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Maintenance & Repairs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other								
Total Other Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Net Income (Deficit)	\$0	\$140,280	\$0	\$140,280	\$0	\$187,040	\$0	\$187,040

Budget Notes (specify row and add explanation where needed; e.g., "I.A.,B. FTE is calculated using..."):

I.A.B.	Faculty and staff have capacity to absorb the new students into already-offered and concurrently-scheduled courses.

College of Education, Health and Human Sciences
Proposed Catalog Changes
Effective Summer 2020

1. Add the following **M.A.T. in Secondary Education**:

Secondary Education (M.A.T.)

Required course work includes successful completion of Praxis II test in the student's content area; one 45-credit teaching endorsement or one 30-credit teaching endorsement and one 20-credit teaching endorsement (see "Teaching Majors and Minors"); and maintaining at least a grade of 'C' in the following course requirements:

EDCI 501	Seminar	1
EDCI 520	Educating for Exceptionalities	3
EDCI 543	Learning, Development and Assessment	3
EDCI 544	Teaching Culturally Diverse Learners	3
EDCI 545	Technology, Teaching and Learning	2
EDCI 550	Contexts of Education	3
EDCI 563	Literacy Methods for Content Learning	3
EDCI 598	Internship	10
Select one of the following Special Methods Sequences:		4
EDCI 431	Secondary English Methods	
and EDCI 441	Secondary English Methods Practicum	
EDCI 432	Secondary Social Studies Methods	
and EDCI 441	Secondary Social Studies Methods Practicum	
EDCI 433	Secondary Science Methods	
and EDCI 443	Secondary Science Methods Practicum	
EDCI 434	Secondary Mathematics Methods	
and EDCI 454	Secondary Mathematics Methods Practicum	
EDCI 436	Secondary Art Methods	
and EDCI 446	Secondary Art Methods Practicum	
EDCI 437	Secondary Foreign Language Methods	
and EDCI 447	Secondary Foreign Language Methods Practicum	
Total Hours		32

Distance Availability: Yes

Geographical Areas: Moscow, online

Rationale: The Department of Curriculum and Instruction seeks to add an option leading to recommendation for teacher certification. The recently-created courses mirror those in the already-approved program leading to recommendation for teacher certification through an undergraduate or non-degree-seeking route. This course of study will eventually take over the current M.Ed. with certification option, once fully implemented.

Contact: Taylor Raney

UNIVERSITY OF IDAHO

SUBJECT

Discontinuation of Materials Science and Engineering and Metallurgic Engineering

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section III.G. and III.F

BACKGROUND/DISCUSSION

As a result of its recent program prioritization process, University of Idaho proposes the discontinuation of programs in Materials Science and Engineering (minor, B.S., M.S., Ph.D.) and Metallurgical Engineering (minor, M.S.). These programs have been offered at the University of Idaho for over 20 years, but student demand has decreased significantly in the past 10 years and current enrollment across programs is 23 undergraduate students and 12 graduate students. The university's program prioritization processes identified these programs to be in the fifth quintile, and after a period of review at the department, college, and university levels, it was determined that these programs are no longer financially viable and should be discontinued.

IMPACT

All students currently enrolled in these programs will have three years to complete their coursework. Students have been contacted and faculty are creating completion plans for all students. Once programs are taught out, the University will eliminate one non-tenured, four tenured, and one staff position, for a cost savings of \$800,858. During the teach-out period, a review of the curriculum for the undergraduate mechanical engineering program and the graduate program in nuclear engineering will be reviewed to determine whether materials science courses will remain in the programs, and if so, how courses will be taught once faculty positions have been eliminated.

ATTACHMENTS

Attachment 1 – Materials Science and Metallurgical Engineering Proposal

STAFF COMMENTS AND RECOMMENDATIONS

Consistent with the university's program prioritization process, these programs were identified for discontinuation due to decreased demand for the program in the last 10 years. There is a teach-out plan in place for students currently enrolled in the programs. The university has indicated that students have been contacted and faculty are creating completion plans for all students. As provided in the program proposal, the discontinuation will result in a cost savings of approximately \$800,858 once all programs are taught out.

CONSENT
JUNE 10, 2020

The proposal completed the program review process and was presented to the Council on Academic Affairs and Programs (CAAP) on May 14, 2020; and to the Committee on Instruction, Research, and Student Affairs (IRSA) on May 28, 2020.

Board staff recommends approval.

BOARD ACTION

I move to approve the request by University of Idaho to discontinue the Material Science and Engineering and Metallurgic Engineering programs as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Idaho State Board of Education

Proposal for Discontinuation

(Fill out if discontinuing an academic program or certificate.)

Date of Proposal Submission:	April 29, 2020
Institution Submitting Proposal:	University of Idaho
Name of College, School, or Division:	College of Engineering
Name of Department(s) or Area(s):	Department of Chemical and Materials Engineering

Program Identification for Proposed Discontinued Program:

Title:	Materials Science and Engineering
Degree/Certificate:	BS MATERIALS SCIENCE AND ENGINEERING MS MATERIALS SCIENCE AND ENGINEERING PHD MATERIALS SCIENCE AND ENGINEERING MINOR IN MATERIAL SCIENCE AND ENGINEERING MINOR IN METALLURGICAL ENGINEERING MS IN METALLURGICAL ENGINEERING
Method of Delivery:	Live, on-campus
CIP code:	1418 Materials Science & Engineering; 1420 Metallurgical Engineering
Proposed Discontinuation Date:	Fall, 2020

Indicate whether this request is a discontinuation of either of the following:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Undergraduate Program | <input checked="" type="checkbox"/> Graduate Program |
| <input type="checkbox"/> Undergraduate Certificate | <input type="checkbox"/> Graduate Certificate |
| <input checked="" type="checkbox"/> Other (minors) | |

Larry A. Staffer

4/29/2020

College Dean (Institution)

Date

State Administrator, IDCTE

Date

Chris C. Hendrick

On behalf of Jerry McMurtry 4/30/2020

Todd J. Kilburn

5/1/20

Graduate Dean (as applicable)

Date

Academic Affairs Program Manager

Date

Todd J. Kilburn

Digitally signed by Todd J. Kilburn
Date: 2020.05.04 16:31:18 -06'00'

FVP/Chief Fiscal Officer (Institution)

Date

Chief Financial Officer

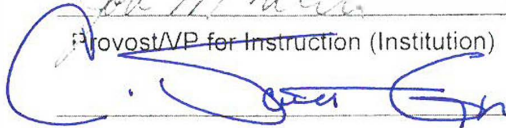
Date

Revised 3/28/16

Page 1

**CONSENT
JUNE 10, 2020**

ATTACHMENT 1

	4/30/2020		5/5/20
Provost/VP for Instruction (Institution)	Date	Chief Academic Officer, OSBE	Date
	4/30/2020		
President	Date	SBOE/Executive Director Approval	Date

1. Provide rationale for the discontinuance.

Graduate and undergraduate degrees in Materials Science and Engineering and Metallurgical Engineering have been offered at the UI for over 20 years. During this time enrollments peaked to almost 100 students. However, student demand has fallen for over a decade to only 23 undergraduate and 12 graduate students this fall semester. The university's program prioritization process identified this program to be in the fifth quintile. After a period of review, it has been decided that the program should be shut down as it is no longer financially viable.

Degree	Major	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018
B.S.M.S.E.	Materials Science & Engr	89	68	67	54	51	42	47	36	42	38	29
M.S.	Materials Science & Engr	12	3	2	5	9	6	3	2	2	7	5
M.S.	Metallurgical Engineering	1	1	0	0	0	0	0	2	2	0	0
Ph.D.	Materials Science & Engr	3	3	6	6	7	5	3	5	5	6	7

There are 6 students in the Materials Science minor and 3 students in the Metallurgic Engineering minor.

2. Teach-out Plans/Options for currently enrolled students.

- a. Describe teach-out plans for continuing students. Indicate the year and semester in which the last cohort of students was admitted and the final term the college will offer the program.

All students in the BS program will have three years to complete their course work. We are using the Degree Audit feature in Vandal Web to document progress toward completion of each student's degree requirements. Graduate students have a bit more flexibility, based on each student's study plan approved by his/her graduate committee. The major professor of each student is reviewing and working on an individualized plan to assure reasonable degree completion including thesis and dissertation support.

An itemized listing of admission and completion is listed below.

	Last Semester Admitted	Last Semester Program Offered
BS Materials science and engineering	Fall 2019	Spr 2023
MS Materials science and engineering	Spr 2020	Spr 2022
PhD Materials science and engineering	Spr 2020	Spr 2023
Minor in Material Science and Engineering	Fall 2019	Spr 2023
Minor in Metallurgical Engineering	Fall 2016	Spr 2021
MS in Metallurgical Engineering	Fall 2016	Spr 2021

- b. Is there an alternative program/major or field of study? If so, please describe.

Typically, MSE students have a strong interest in either mechanical engineering or chemical engineering. In the future, some students may choose these alternatives.

- c. How will continuing students be advised of impending changes and consulted about options or alternatives for attaining their educational goals?

On February 26, 2020 the dean held a meeting with nearly all MSE students in attendance to first notify them of the potential status of closure. Since then students have been meeting with the

department Chair and faculty to discuss future options. Faculty are working with undergraduates to create a completion plan based on the degree requirements and their progress recorded in Degree Audit of Vandal Web. Graduate students are being advised based on their individual study plans.

3. Identify similar programs offered by other public colleges/universities (Not applicable to CTE programs).

Similar Programs offered by other Idaho institutions and by institutions in nearby states		
Institution Name	Degree name and Level	Program Name and brief description if warranted
Boise State University	BS and Minor in MSE	The MSE Bachelors of Science Program and accompanying Minor in Materials Science & Engineering exist to provide accessible, high quality, nationally recognized education in materials science and engineering that prepares students for productive careers, further graduate study, and lifelong learning.
Boise State University	Interdisciplinary graduate programs in MSE	<p>The fully-funded, researched-based Doctorate (PhD) and Masters of Science (MS) programs pair students with faculty researchers from programs across campus. To learn about the research opportunities available, visit our Research Groups page.</p> <p>The course-based Master of Engineering (MEngr) and Graduate Certificates are opportunities for members of the workforce to achieve their continuing education goals.</p>

4. Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions.

Existing Similar Programs: Historical enrollments and graduate numbers								
Institution and Program Name	Headcount Enrollment in Program				Number of Graduates From Program			
	FY17	FY18	FY19	FY20 (most recent)	FY16	FY17	FY18	FY19 (most recent)
BSU B.S. in Materials Science & Engineering	115	121	119	112	22	15	24	12
BSU M.S. in Materials Science & Engineering	4	8	11	11	4	4	3	2
BSU M.Engr in Materials Science & Engineering	26	22	19	18	4	4	9	4
BSU Ph.D. in Materials Science & Engineering	36	46	50	47	-	4	5	6
No others exist in Idaho.								

5. Describe the impact the discontinuance will have on (a) other programs and (b) the mission of the institution.

The discontinuance of the BS program will have a detrimental impact on the materials expertise on campus. One critical course, MSE 201 Elements of Materials Science, is a requirement of the mechanical engineering curriculum. The importance of this courses will need to be assessed and a response developed (e.g., remove the course from the curriculum, replace with a similar course, or find a faculty member to teach the course as it currently exists). There are five graduate courses cross listed with Nuclear Engineering. The importance of these courses will need to be assessed and a response developed.

The discontinuance of the materials programs will remove capability in the area of discovering new materials and assessing the impact of existing materials in a variety of applications.

- 6.** Describe the potential faculty and staff reductions or reassignments that would result from the discontinuance.

Shutting down the materials programs will result in the elimination of one non-tenured and four tenured faculty positions and the dismissal of the faculty in them. A staff position shared with chemical engineering will be vacated by the end of this FY will not be replaced.

- 7.** Fiscal Impact. Using the budget template provided, identify amount, if any, which would become available for redirection as a result of discontinuance.

Once programs have been taught out, about \$800K will become available as a result of this discontinuance. This amount is the sum of five faculty positions and one staff position. These funds are being applied to the college of engineering's FY20 budget cut requirement.

Program Resource Requirements.

- Indicate all resources needed including the planned FTE enrollment, projected revenues, and estimated expenditures for the first **four** fiscal years of the program
- Include reallocation of existing personnel and resources and anticipated or requested new resources.
- Second and third year estimates should be in constant dollars.
- Amounts should reconcile subsequent pages where budget explanations are provided.
- If the program is contract related, explain the fiscal sources and the year-to-year commitment from the contracting agency(ies) or party(ies).
- Provide an explanation of the fiscal impact of any proposed discontinuance to include impacts to faculty (i.e., salary savings, re-assignments).

I. PLANNED STUDENT ENROLLMENT

	FY _____		FY _____		FY _____		FY _____	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	_____	_____	_____	_____	_____	_____	_____	_____
B. Shifting enrollments	_____	_____	_____	_____	_____	_____	_____	_____
Total Enrollment	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

II. REVENUE

	FY _____		FY _____		FY _____		FY _____	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
1. New Appropriated Funding Request	_____	_____	_____	_____	_____	_____	_____	_____
2. Institution Funds	_____	_____	_____	_____	_____	_____	_____	_____
3. Federal	_____	_____	_____	_____	_____	_____	_____	_____
4. New Tuition Revenues from Increased Enrollments	_____	_____	_____	_____	_____	_____	_____	_____
5. Student Fees	_____	_____	_____	_____	_____	_____	_____	_____
6. Other (i.e., Gifts)	_____	_____	_____	_____	_____	_____	_____	_____
Total Revenue	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

Ongoing is defined as ongoing operating budget for the program which will become part of the base.

One-time is defined as one-time funding in a fiscal year and not part of the base.

III. EXPENDITURES

	FY <u>21</u>		FY <u>22</u>		FY <u>23</u>		FY _____	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time

A. Personnel Costs

**CONSENT
JUNE 10, 2020**

ATTACHMENT 1

1. FTE								
2. Faculty	\$568,855.00		\$568,885.00		\$208,106.00			
3. Adjunct Faculty								
4. Graduate/Undergrad Assistants								
5. Research Personnel								
6. Directors/Administrators								
7. Administrative Support Personnel								
8. Fringe Benefits	\$ 175,776		\$175,776.00		\$ 64,305.00			
9. Other: _____								
Total Personnel and Costs	\$744,631	\$0	\$744,661	\$0	\$272,411	\$0	\$0	\$0

FY _____		FY _____		FY _____		FY _____	
One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going

B. Operating Expenditures

1. Travel								
2. Professional Services								
3. Other Services								
4. Communications								
5. Materials and Supplies								
6. Rentals								
7. Materials & Goods for Manufacture & Resale								
8. Miscellaneous								
Total Operating Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

FY _____		FY _____		FY _____		FY _____	
One-time	On-going	One-time	On-going	One-time	On-going	One-time	On-going

C. Capital Outlay

1. Library Resources								
2. Equipment								

**CONSENT
JUNE 10, 2020**

ATTACHMENT 1

Total Capital Outlay \$0 \$0 \$0 \$0 \$0 \$0 \$0

FY 21 FY 22 FY 23 FY

D. Capital Facilities Construction or Major Renovation

E. Other Costs

 Utilities _____

 Maintenance & Repairs _____

Other _____

Total Other Costs \$0 \$0 \$0 \$0 \$0 \$0 \$0

TOTAL EXPENDITURES: \$744,631 \$0 \$744,661 \$0 \$272,411 \$0 \$0 \$0

Net Income (Deficit) -\$744,631 \$0 -\$744,661 \$0 -\$272,411 \$0 \$0 \$0

Budget Notes (specify row and add explanation where needed; e.g., "I.A.,B. FTE is calculated using..."):

3.A	Name	PCN	Salary	Fringe Ben	Total
	Choudhury	2941	\$ 97,689	\$ 30,186	\$ 127,875
	Charit	3003	\$ 116,032	\$ 35,854	\$ 151,886
	Raja	4552	\$ 110,417	\$ 34,119	\$ 144,536
	Pesic	4555	\$ 135,236	\$ 41,788	\$ 177,024
	Roll	4583	\$ 109,481	\$ 33,829	\$ 143,310
			\$ 568,855	\$ 175,776	\$ 744,631
	Bergman	2961	\$ 40,019	\$ 16,208	\$ 56,227

UNIVERSITY OF IDAHO

SUBJECT

Discontinue the M.Ed. and M.S. in School Counseling programs

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

As a result of a recent internal audit of our programs, we discovered paperwork had not been submitted to close this program. The last M.Ed. was awarded in 2013, and the last M.S. was awarded in 2012.

IMPACT

There is no impact. There have been no students enrolled in these programs since 2013. According to the College of Education, Health and Human Sciences' 2012 self-study report, a teach out plan was implemented in 2012 and was completed under the direction of Dr. Linda Taylor. The program was closed because of the college's inability to meet national accreditation standards (CACREP) due to the requirement of low faculty-to-student ratios.

ATTACHMENTS

Attachment 1 – M.Ed. and M.S. in School Counseling Proposal

STAFF COMMENTS AND RECOMMENDATIONS

The University of Idaho indicates there is no fiscal impact due to the discontinuation of the degree program. The program has been inactive since the 2013-2014 academic year. A recent audit of the university's inventory revealed that there was no paperwork documenting the discontinuation. There are no students in the program since it's not been offered for a number of years. Board Policy III.G.3.c.i (3) requires Board approval of any graduate program discontinuation regardless of fiscal impact, prior to implementation. The Council on Academic Affairs and Programs and Board staff reviewed the proposed program discontinuation and recommends Board approval.

BOARD ACTION

I move to approve the request by the University of Idaho to discontinue their M.Ed. and M.S. in School Counseling programs in substantial conformance to their program proposal as submitted in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Institutional Tracking No. _____

Idaho State Board of Education

Proposal for Discontinuation

Date of Proposal Submission:	7/31/2019 (note. Program has been inactive for many years.)
Institution Submitting Proposal:	University of Idaho
Name of College, School, or Division:	College of Education, Health and Human Sciences
Name of Department(s) or Area(s):	Department of Leadership and Counseling

Program Identification for Proposed Discontinued Program:

Title:	School Counseling
Degree/Certificate:	All (M.Ed., M.S.)
Method of Delivery:	All
CIP code:	13.1101
Proposed Discontinuation Date:	Summer 2019 or previous.

Note. The program has not been active for many years. An audit revealed there is no paperwork on file with the U of I documenting the closure of the program and thus this paperwork is seeking to serve that purpose. Per the IEA dataset, the last M.Ed. degree awarded was in AY 13-14, and the last M.S. degree awarded was in AY 12-13. It is not currently an active program, has no faculty teaching within it and has no students enrolled within it.

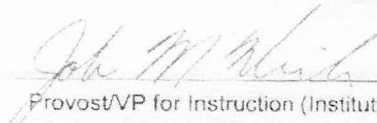
Indicate whether this request is a discontinuation of either of the following:


- | | |
|--|--|
| <input type="checkbox"/> Undergraduate Program | <input checked="" type="checkbox"/> Graduate Program |
| <input type="checkbox"/> Undergraduate Certificate | <input type="checkbox"/> Graduate Certificate |
| <input type="checkbox"/> Other | |

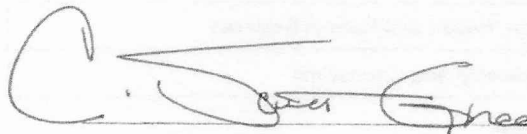
<u>Ali A. Chellam</u>	_____	_____	_____
College Dean (Institution)	Date	State Administrator, IDCTE	Date
<u>My 7/29/20</u>	3/10/20	<u>Patty Sanchez</u>	4/13/20
Graduate Dean (as applicable)	Date	Academic Affairs Program Manager	Date
<u>[Signature]</u>	3/23/2020	_____	_____
FVP/Chief Fiscal Officer (Institution)	Date	Chief Financial Officer	Date

Revised 3/28/16

Page 1


Provost/VP for Instruction (Institution) 3/13/2020 Date


Chief Academic Officer, OSBE 4/15/2020 Date


President Date SBOE/Executive Director Approval Date

1. Provide rationale for the discontinuance.

An audit revealed that there is no paperwork on file with the U of I documenting the closure of the College of Education, Health and Human Sciences' (EHHS) School Counseling program, for which the last M.Ed. degree was offered in AY 2013, and for which the last M.S. degree was awarded in AY 2012. Thus, the purpose of this document is to provide official documentation for the closing of the School Counseling program.

In reviewing the EHHS self-study document dated 3/29/2012, the School Counseling program moved to a teach out plan under the direction of Dr. Linda Taylor. The closing of the program is in large part due to inability to meet national accreditation standards for School Counseling – CACREP (Council for Accreditation of Counseling and Related Educational Programs) – mainly due to the higher faculty-student ratios.

2. Teach-out Plans/Options for currently enrolled students.

- a. Describe teach-out plans for continuing students. Indicate the year and semester in which the last cohort of students was admitted and the final term the college will offer the program.

At this time non applicable as the program is currently closed. The program was previously taught out by Dr. Linda Taylor over a two-year time frame and that is complete. The program has been inactive for many years and there are no longer any students enrolled in the program.

- b. Is there an alternative program/major or field of study? If so, please describe.

There is no alternative program/major or field of study offered through EHHS.

- c. How will continuing students be advised of impending changes and consulted about options or alternatives for attaining their educational goals?

At this time non applicable. The program has been inactive for many years and there are no longer any students enrolled in the program. The last M.Ed. degree was offered in AY 2013, and for which the last M.S. degree was awarded in AY 2012.

3. Identify similar programs offered by other public colleges/universities (Not applicable to CTE programs).

Similar Programs offered by other Idaho institutions and by institutions in nearby states		
Institution Name	Degree name and Level	Program Name and brief description if warranted
Boise State University	Counseling (M.A.)	Cognate area provided for "School Counseling"
Idaho State University	Counseling (M.Coun.)	Specialty area provided for "School Counseling"

4. Using the chart below, provide enrollments and numbers of graduates for similar existing programs at your institution and other Idaho public institutions.

Existing Similar Programs: Historical enrollments and graduate numbers								
Institution and Program Name	Headcount Enrollment in Program				Number of Graduates From Program			
	FY__	FY__	FY__	FY__ (most recent)	FY__	FY__	FY__	FY__ (most recent)
BSU								
ISU								
UI								
LCSC								

5. Describe the impact the discontinuance will have on (a) other programs and (b) the mission of the institution.

No impact. The program has been inactive for many years.

6. Describe the potential faculty and staff reductions or reassignments that would result from the discontinuance.

No impact. The program has been inactive for many years. There are no faculty assigned or working within this program.

7. Fiscal Impact. Using the budget template provided, identify amount, if any, which would become available for redirection as a result of discontinuance.

No impact. The program has been inactive for many years. There are no faculty assigned or working within this program.

**College of Education, Health, and Human Sciences
Proposed Catalog Changes
Effective Summer 2020**

1. Discontinue the M.Ed. and the M.S. in School Counseling:

Rationale: An audit revealed that there is no paperwork on file with the U of I documenting the closure of the College of Education, Health and Human Sciences' (EHHS) School Counseling program, for which the last M.Ed. degree was offered in AY 2013, and for which the last M.S. degree was awarded in AY 2012. Thus, the purpose of this document is to provide official documentation for the closing of the School Counseling program.

In reviewing the EHHS self-study document dated 3/29/2012, the School Counseling program moved to a teach out plan under the direction of Dr. Linda Taylor. The closing of the program is in large part due to inability to meet national accreditation standards for School Counseling – CACREP (Council for Accreditation of Counseling and Related Educational Programs) – mainly due to the higher faculty-student ratios.

Contact: Kathy Canfield-Davis

CONSENT
JUNE 10, 2020

SUBJECT

State General Education Committee Appointments

REFERENCE

October 2014	The Board approved membership of the General Education Committee.
June 2016	The Board appointed Jana McCurdy (CWI), Dr. Margaret Johnson (ISU), and Kenton Bird (UI) to the General Education Committee.
December 2016	The Board appointed Dr. Joanne Togle (ISU) and John Bieter (BSU) to the General Education Committee.
August 2017	The Board appointed Lori Barber, representing CEI, to the General Education Committee.
October 2017	The Board appointed Cher Hendricks, representing UI, to the General Education Committee.
April 2019	The Board appointed Dean Panttaja representing UI, and Whitney Smith-Schuler representing CSI to the General Education Committee.
June 2019	The Board appointed Greg Wilson representing CWI, replacing Jana McCurdy to the General Education Committee.
October 2019	The Board appointed Tiffany Seeley-Case representing CSI, replacing Whitney Smith-Schuler to the General Education Committee.

APPLICABLE STATUTE, RULE, OR POLICY

Governing Policies and Procedures section III.N. General Education

BACKGROUND/DISCUSSION

Consistent with Board Policy III.N, the state General Education Committee is responsible for reviewing the competencies and rubrics of the general education framework for each institution to ensure its alignment with the Association of American Colleges and Universities (AAC&U) Essential Learning Outcomes. Board Policy III.N also provides that faculty discipline groups have ongoing responsibilities for ensuring consistency and relevance of General Education competencies related to their discipline. The General Education Committee consists of a representative from each Idaho public postsecondary institution appointed by the Board; a representative from the Division of Career Technical Education, as an ex officio member; a representative from the Idaho Registrars Council; and the Office of the State Board of Education Chief Academic Officer, who serves as chair to the committee.

Lewis-Clark State College (LCSC) has forwarded the name Martin Gibbs for consideration to replace Mary Flores due to her retirement from LCSC.

CONSENT
JUNE 10, 2020

IMPACT

The proposed appointment replaces LCSC's representative on the Committee.

ATTACHMENTS

Attachment 1 – Current General Education Committee membership

STAFF COMMENTS AND RECOMMENDATIONS

Mr. Martin Gibbs has been appointed Interim Dean of the School of Liberal Arts and Sciences, effective July 1, 2020, where general education instruction and assessment reside. Mr. Gibbs, an associate professor, came to LCSC in 2008 to teach in the Spanish Language program. In 2013, he was selected as chair of the Humanities Division. He earned a B.A. in Spanish and an M.A. in Latin American Literature from Brigham Young University. Mr. Gibbs has a record of strong leadership and excellence in teaching at LCSC, and has been integrally involved with General Education. His leadership at the state and institutional levels will continue LCSC's strong commitment to and focus on General Education. Mr. Gibbs will be resuming responsibilities on the State General Education Committee for Mary Flores.

Board staff recommends approval.

BOARD ACTION

I move to appoint Martin Gibbs, representing Lewis-Clark State College, to the General Education Committee, effective immediately.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**State Board of Education
General Education Committee**

Mary Flores is the Dean for Academic Programs at Lewis-Clark State College – **Mary Flores was appointed in October, 2014**

Larry Briggs is the Dean of General Studies at North Idaho College – **Larry Briggs was appointed in October, 2014**

John Bieter is the Director of the Foundational Studies Program at Boise State University – **John Bieter was appointed in December, 2016**

Joanne Togle is Acting Dean, College of Business and Associate Vice President for Academic Affairs at Idaho State University – **Joanne Togle was appointed in December, 2016.**

Lori Barber is the Vice President of Academic and Student Affairs at the College of Eastern Idaho – **Lori Barber was appointed in August, 2017**

Dean Panttaja is the Director of General Education and the Vice Provost for Academic Initiatives Department at the University of Idaho – **Dean Panttaja was appointed in April, 2019**

Tiffany Seeley-Case is the Department Chair for General and Liberal Studies at the University of Idaho – **Tiffany Seeley-Case was appointed in October, 2019**

Greg Wilson is the General Education Coordinator at the College of Western Idaho – **Greg Wilson was appointed in June, 2019**

Adrian San Miguel is the Director of Program Standards at the Division of Career Technical Education, a representative from the Division of Career Technical Education as an ex officio member.

Mandy Nelson is the Associate Registrar-Catalog and Evaluation Services/NCAA at Boise State University, a representative from the Idaho Registrars Council as an ex officio member.

Drs. TJ Bliss is the Chief Academic Officer at the Office of the State Board of Education. The Chief Academic Officer serves as Chair of the Committee per Board Policy III.N.

CONSENT
JUNE 10, 2020

SUBJECT

Graduate Medical Education – Committee Appointments

REFERENCE

December 5, 2017	Board approved a Graduate Medical Education 10-year plan.
June 2018	Board approved first reading of Board Policy III.C. Graduate Medical Education Committee.
August 2018	Board approved second reading of Board Policy III.C. Graduate Medical Education Committee.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

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

A maximum of thirty (30) members can serve on the committee. All committee members are appointed by the Board. Committee members represent postsecondary institutions providing graduate medical education for Idaho, residency sites, the Idaho Medical Association, and the Office of the State Board of Education. Representatives from medical organizations will include a physician and an administrator. For the initial appointment cycle, committee members served either a two- or four-year term to establish staggered terms of committee members. Future appointments and/or reappointments maintain five-year terms.

IMPACT

Each member of the committee approaching the conclusion of their current term expressed willingness to serve a second term to extend for five years, until June 30, 2025. The reappointment of these members of the committee will provide consistency and stability in addressing the objectives of the 10-year plan and cohesiveness in the working committee.

ATTACHMENTS

Attachment 1 – Idaho GME Nominations – Five Year Terms upon approval.
Attachment 2 – Idaho GME Nominations – Four Year Terms

STAFF COMMENTS AND RECOMMENDATIONS

Staff has reviewed qualifications of nominees and recommends approval.

CONSENT
JUNE 10, 2020

BOARD ACTION

I move to approve the reappointments of the Graduate Medical Education committee members provided in Attachment 1 for an additional five (5) year term, effective immediately and expiring on June 30, 2025.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
June 10, 2020

ATTACHMENT 1

Institution	Program Director or (Designees)	Hospital Representative	Other Organizations	Expiration
Family Medicine Residency of Idaho				
	St. Luke's – Mark Roberts, MD			June 30, 2025
	St. Alphonsus – Chad Boulton, MD			June 30, 2025
	St. Luke's – Joshua Kern, MD			June 30, 2025
Coeur d' Alene Family Medicine Residency	Dick McLandress, MD			June 30, 2025
		Jon Ness		June 30, 2025
		Andy Wilper, MD		June 30, 2025
University of Washington Psychiatry Program	Kirsten Aaland, MD			June 30, 2025
		Lee Biggs, DO		June 30, 2025
Idaho Hospital Association			Brian Whitlock	June 30, 2025
Office of State Board of Education			Todd Kilburn	No Expiration
University of Utah School of Medicine			Ben Chan, MD	June 30, 2025
West Valley Medical Center/HCA	Betsy Young Hunsicker			June 30, 2025

CONSENT
June 10, 2020

ATTACHMENT 2

Institution	Program Director or (Designees)	Hospital Representative	Other Organizations	Expiration
Family Medicine Residency of Idaho	Justin Glass, MD			June 30, 2022
	Kim Stutzman, MD			June 30, 2022
	St. Alphonsus – Samantha Portenier, MD			June 30, 2022
Idaho State University Family Medicine Residency	Bill Woodhouse, MD			June 30, 2022
	Dan Snell, MD			June 30, 2022
University of Washington Internal Medicine Residency	Moe Hagman, MD			June 30, 2022
Bingham Memorial Internal Medicine Residency	Program Discontinued			
Eastern Idaho Regional Medical Center: Internal Medicine Residency Program	Doug Whatmore, MD			June 30, 2022
Office of State Board of Education			Todd Kilburn	No Expiry
Idaho Medical Association			Susie Pouliot	June 30, 2022
University of Washington school of Medicine			Mary Barinaga, MD	June 30, 2022
University College of Osteopathic Medicine			Kevin Wilson, DO	June 30, 2022

CONSENT
JUNE 10, 2020

**IDAHO WWAMI MEDICAL EDUCATION PROGRAM/UNIVERSITY OF WASHINGTON
SCHOOL OF MEDICINE**

SUBJECT

WWAMI Admissions Committee Appointments

REFERENCE

June 18, 2015	The Board approved the three-year appointment of Dr. Lance Hansen, renewable once for an additional three years.
April 20, 2017	The Board confirmed proposed WWAMI Admissions Committee members, Dr. Robert McFarland and Dr. Jennifer Gray to serve a three-year term, renewable once for an additional three years.
February 15, 2018	The Board confirmed proposed WWAMI Admissions Committee member, Dr. Cyndi Robison Hayes to serve a three-year term, renewable once for an additional three years.
June 20, 2019	The Board approved expansion of the committee from four members to seven members, with three-year terms renewable once for an additional three years.

BACKGROUND/DISCUSSION

The Idaho WWAMI Admissions Committee consists of Idaho physicians who interview Idaho applicants interested in attending the University of Washington School of Medicine. The members of the Idaho WWAMI Admissions Committee serve three-year terms which are renewable once for an additional three years. The terms of the members are staggered so there are always senior members on the committee. Idaho physicians currently serving on the committee are: Lance Hansen, MD, Family Physician of Montpelier, Robert McFarland, MD, Family Physician of Coeur d'Alene, Jennifer Gray, MD, Family Physician of McCall, Cyndi Robison Hayes, MD, (OBGYN) of Boise, Haley Minnehan, MD, Family Physician from Cottonwood, Erich Garland, MD, Neurologist from Idaho Falls, and John Hatzenbeuhler, MD, Family Physician from Hailey.

During the 2019 interview season Idaho WWAMI requested three additional committee positions be provided to expand the committee size from four to seven members. The Idaho WWAMI Admissions Oversight Nominating Committee identified three outstanding Idaho physicians to serve on the Committee for the University of Washington School of Medicine.

CONSENT
JUNE 10, 2020

Dr. Robert McFarland and Dr. Jennifer Gray, current members of the committee who were appointed in 2017, have agreed to serve for an additional three years per the structure approved by the Board.

IMPACT

Admissions interviews take place in Idaho during the January – March time period of each year. New members of the committee must be in place by July 2020 to allow adequate time for preparation prior to the beginning of interview season in January, 2021.

ATTACHMENTS

Attachment 1 - Current Idaho WWAMI Admission Committee

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends approval of the individuals nominated for reappointment.

BOARD ACTION

I move to approve the reappointment of Robert McFarland, MD, and Jennifer Gray, MD, to the Idaho WWAMI Admissions Committee for a term of three years, effective July 1, 2020, ending June 30, 2023.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT
JUNE 10, 2020**

ATTACHMENT 1

Idaho WWAMI Admissions Committee Membership Rotation Schedule

Interview E-2012			Interview E-2013			Interview E-2014			Interview E-2015			Interview E-2016		
Name	Term	Year	Name	Term	Year	Name	Term	Year	Name	Term	Year	Name	Term	Year
Kozisek, Chair, ExCom	Final	Final	Jefferson ExCom	1 st	2 nd	Jefferson ExCom	1 st	3 rd	Jefferson ExCom	2 nd	1 st	Jefferson ExCom	2 nd	2 nd
Garwick ExCom	Final	Final	Rousseau Chair, Excom	1 st	2 nd	Rousseau ExCom	1 st	3 rd	Rousseau ExCom	2 nd	1 st	Rousseau ExCom	2 nd	2 nd
Jefferson	1 st	1 st	New: Cox	1 st	1 st	Cox	1 st	2 nd	Cox	1 st	3 rd	Cox	2 nd	1 st
Rousseau	1 st	1 st	New: Anderson	1 st	1 st	Anderson	1 st	2 nd	Anderson	1 st	3 rd	Hansen	1 st	1 st

Interview E-2017			Interview E-2018			Interview E-2019			Interview E-2020			Interview E-2021		
Name	Term	Year	Name	Term	Year	Name	Term	Year	Name	Term	Year	Name	Term	Year
Jefferson ExCom	Final	Final	Cox ExCom	2 nd	Final	Hansen ExCom	2 nd	1 st	Hansen ExCom	2	2	Hansen ExCom	2	Final
Rousseau ExCom	Final	Final	Hansen Excom	1 st	3 rd	McFarland ExCom	1 st	2 nd	McFarland ExCom	1	3	McFarland ExCom	2	1
Cox	2 nd	2 nd	McFarland	1 st	1 st	Gray	1 st	2 nd	Gray	1	3	Gray	2	1
Hansen	1 st	2 nd	Gray	1 st	1 st	New: Hayes	1 st	1 st	Hayes	1	2	Hayes	1	3
									New: Minnehan	1	1	Minnehan	1	2
									New: Hatzenbuehler	1	1	Hatzenbuehler	1	2
									New: Garland	1	1	Garland	1	2

Interview E-2022			Interview E-2023			Interview E-2024		
Name	Term	Year	Name	Term	Year	Name	Term	Year
McFarland ExCom	2	2	McFarland ExCom	2	Final	Hayes ExCom	2	Final
Gray ExCom	2	2	Gray ExCom	2	Final	Minnehan ExCom	2	2
Hayes	2	1	Hayes	2	2	Hatzenbuehler ExCom	2	2
Minnehan	1	3	Minnehan	2	1	Garland ExCom	2	2
Hatzenbuehler	1	3	Hatzenbuehler	2	1	E22	1	3
Garland	1	3	Garland	2	1	New E24a	1	1
New E22	1	1	E22	1	2	New E24b	1	1
Interview E-2025			Interview E-2026			Interview E-2027		
Name	Term	Year	Name	Term	Year	Name	Term	Year
Minnehan ExCom	2	Final	E22 ExCom	2	2	E22 ExCom	2	Final
Hatzenbuehler ExCom	2	Final	E24a ExCom	1	3	E24a ExCom	2	1
Garland ExCom	2	Final	E24b ExCom	1	3	E24b ExCom	2	1
E22	2	1	E25	1	2	E25	1	3
E24a	1	2	New E26a	1	1	E26a	1	2
E24b	1	2	New E26b	1	1	E26b	1	2
New E25	1	1	New E26c	1	1	E26c	1	2

May 19, 2020

Matt Freeman
Executive Director
Idaho State Board of Education
650 W. State Street
P.O. Box 83720
Boise, ID 83720-0037

Dear Mr. Freeman,

I am writing from the Idaho WWAMI Admissions Oversight Committee to inform you of the good news that Dr. Jennifer Gray from McCall and Dr. Robert McFarland from Coeur d' Alene have both agreed to continue on with a second three-year term on the Idaho WWAMI Admissions Committee. They are outstanding members of this hard-working group. Drs. Gray and McFarland will serve their final three-year terms from July 2020 to June 2023.

Thank you for your support of the Idaho Admissions Oversight Nominating Committee and Idaho WWAMI. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Mary E. Barinaga MD".

Mary E. Barinaga, MD, FAAFP
Member, Idaho WWAMI Admissions Oversight Committee

CONSENT
JUNE 10, 2020

IDAHO DIVISION OF VOCATIONAL REHABILITATION

SUBJECT

Idaho State Rehabilitation Council Membership (Council) Membership

REFERENCE

December 2016	Board appointed Robert Atkins to the Council as a representative for business/industry and labor for a term of three years.
April 2017	Board appointed two new members to the Council and re-appointed three current members to the Council.
June 2017	Board appointed Joe Anderson to the Council for a three-year term.
April 2018	Board appointed two current members to the Council and one new member.
June 2018	Board appointed two members to the Council.
August 2018	Board appointed one new member and re-appointed a former member to the Council.
June 2019	Board appointed three new members to the Council.
August 2019	Board appointed one new member to the Council.
October 2019	Board appointed one new member to the Council.
April 2020	Board appointed one new member and re-appointed two members to the Council.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section IV.G.
Code of Federal Regulations 34 CFR § 361.

BACKGROUND/DISCUSSION

Code of Federal Regulations (34 CFR §361.17), set out the requirements for the State Rehabilitation Council, including the appointment and composition of the Council.

The members of the Council must be appointed by the Governor or, in the case of a State that, under State law, vests authority for the administration to an entity other than the Governor, the chief officer of that entity. Section 33-2303, Idaho Code designates the State Board for Career Technical Education as that entity.

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

- i. At least one representative of the Statewide Independent Living Council, who must be the chairperson or other designee of the Statewide Independent Living Council;
- ii. At least one representative of a parent training and information center established pursuant to section 682(a) of the Individuals with Disabilities Education Act;

CONSENT
JUNE 10, 2020

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

Additionally, Federal Regulations specify that a majority of the council members must be individuals with disabilities who meet the requirements of 34 CFR §361.5(b)(29) and are not employed by the designated State unit. Members are appointed for a term of no more than three (3) years, and each member of the Council may serve for not more than two consecutive full terms. A member appointed to fill a vacancy occurring prior to the end of the term must be appointed for the remainder of the predecessor's term. A vacancy in membership of the Council must be filled in the same manner as the original appointment, except the appointing authority may delegate the authority to fill that vacancy to the remaining members of the Council after making the original appointment.

The Council currently has four (4) appointments and one (1) re-appointment for Board approval: The Council would like to nominate Danielle "DR" Reff as representative of current or former applicants for, or recipients of, vocational rehabilitation services; Lynn Jorgensen and Paul Tierney as business, industry, and labor representatives; and Nathan Ogden as a representative of the disability advocacy group. The Council would like to renew Kendrick Lester's term as the representative of the State educational agency responsible for the public education

CONSENT
JUNE 10, 2020

of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act

IMPACT

The above four (4) appointments and one (1) re-appointment will bring the Council membership to a total of (17) fourteen. Minimum composition for the council is (15) fifteen members.

ATTACHMENTS

Attachment 1 – Current Council Membership
Attachment 2 – Danielle “DR” Reff Nomination
Attachment 3 – Lynn Jorgensen Nomination
Attachment 4 – Paul Tierney Nomination
Attachment 5 – Nathan Ogden Nomination

STAFF COMMENTS AND RECOMMENDATIONS

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

Staff recommends approval

BOARD ACTION

I move to approve the appointments of Danielle “DR” Reff as representative of current or former applicants for, or recipients of, vocational rehabilitation services; Lynn Jorgensen and Paul Tierney as business, industry, and labor representatives; and Nathan Ogden as a representative of the disability advocacy group and to reappoint Kendrick Lester to serve his second term as a representative of the State educational agency responsible for the public education of students with disabilities who are eligible to receive services under this part and part B of the Individuals with Disabilities Education Act for three (3) year terms effective July 1, 2020 through June 30, 2023.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**CONSENT
JUNE 10, 2020**

ATTACHMENT 1

Members Shall Represent	Representation Required	Name	Term Ends
Former Applicant or Recipient of VR services	Minimum 1	Danielle Reff	05/31/2020
Parent Training & Information Center	Minimum 1	Sarah Tueller	6/30/2021
Client Assistant Program	Minimum 1	Angie Eandi	Effective 7/12/2019 No term limit
Vocational Rehabilitation Counselor	Minimum 1	David White	06/30/2021
Community Rehabilitation Program	Minimum 1	Pam Harris	06/30/2021
Business, Industry and Labor	Minimum 4	Lucas Rose	06/30/2020
		Darin Lindig	05/31/2021
		Ron Oberleitner	08/31/2023
		vacant	
Disability Groups	No minimum or maximum	Mandy Greaser	06/30/2023
		Janice Carson	05/31/2023
		Mike Hauser	02/28/2021
		David Maxwell	06/30/2022
State Independent Living Council	Minimum 1	Mel Leviton	09/30/2021
Department of Education	Minimum 1	Kenrick Lester	06/30/2020
Director of Vocational Rehabilitation	Minimum 1	Jane Donnellan	Ex-officio Member
Idaho's Native American Tribes VR Director	Minimum 1	Ramona Medicine Horse	Ex-officio Member
Workforce Development Council	Minimum 1	vacant	



STATE REHABILITATION COUNCIL
NOMINATION FORM

RECEIVED
JAN 31 2019
IDVR CENTRAL OFFICE

Nominee's Name: Danielle Reff
Mailing Address: 1304 S Division Ave
Home/Cell Phone: 208-891-9575 Work Phone: _____
E-Mail: daniellereff@u.boisestate.edu

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

I have had many experiences with vocational rehabilitation, both positive and negative, that I hope to share with the council. As an adult with autism and mental illness I have a unique perspective.

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

Name: Idaho Council on Developmental Disabilities Term Date: currently
Name: Autism Society Treasure Valley Term Date: currently
Name: _____ Term Date: _____
Name: _____ Term Date: _____

How many hours per month would you be able to commit to State Rehabilitation Council activities?

☐ 1 to 3 hours ☐ 4 to 6 hours ☒ 7 to 9 hours ☐ 10 or more hours

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

Disability

☒ Yes ☐ No

RETURN TO:
IDAHO STATE REHABILITATION COUNCIL
ATTN: Membership Chair
650 West State Street, Room 150
P.O. Box 83720
Boise, Idaho 83720-0096



STATE REHABILITATION COUNCIL
NOMINATION FORM

RECEIVED
NOV 27 2019
IDVR CENTRAL OFFICE

Nominee's Name: Lynn Jorgensen
Mailing Address: 198 E 23rd St, Idaho Falls, Idaho 83404
Home/Cell Phone: 208-520-8426 Work Phone: 208-782-2282
E-Mail: ljorgensen@sageschools.com

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

It would be a great opportunity to work for those most in need and maybe provide insight from the transportation industry

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

Name: Fanning Wholesale -- no longer in business Term Date: 2003 - 04
Name: Frostline Corporation -- no longer in business Term Date: 2002-2005
Name: _____ Term Date: _____
Name: _____ Term Date: _____

How many hours per month would you be able to commit to State Rehabilitation Council activities?

☐ 1 to 3 hours ☐ 4 to 6 hours ☒ 7 to 9 hours ☐ 10 or more hours

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

Disability

☐ Yes ☒ No

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

LYNN H. JORGENSEN

198 E. 23rd Street - Idaho Falls, Idaho 83404 – 208-523-8158 - lcjorgensen@cableone.net

MARKETING / SALES / NEW BUSINESS DEVELOPMENT

Top producing, profit-driven Senior Manager with 40 years professional experience building and leading high-caliber sales, major account management, and marketing strategies.

PROFESSIONAL SUMMARY

Strong background encompassing sales, distribution, merchandising, marketing, and staff motivation.

Highly energetic, driven, results-oriented professional with proven accomplishments.

35 years' experience of purchasing chemicals, equipment, durable and non-durable goods

Strong business to business relationships in negotiations of products and services

Top performer, self-motivated, aggressive, outgoing, resourceful, persistent, and dependable.

Consistent record of achievements and positive corporate growth through increased revenue.

Outstanding public relations, sales, and negotiation skills including cold calls and networking.

Proven leader with expertise in collaborative relationship building, creating customer-driven strategies designed to stimulate sales and increase presence within the industry.

Exceptional account management skills with the ability to inspire confidence in customers and gain trust through providing first-rate customer service and efficient problem solving.

Proven ability to analyze trends and sales results, determine merchandising mix, and create product displays to maximize sales opportunities.

Excellent written and oral communication skills including powerful sales presentations.

Develop highly effective networks that enable and promote referral sales.

Demonstrated organizational and planning skills.

Effective decision-making and problem-solving expertise, determined to succeed.

Motivational team builder and team player.

Good working knowledge of Word, Excel, PowerPoint, Windows, Internet, and Email.

Employment

Director 2005-2019

SAGE Technical Services – Professional Truck Driver Training

- Enrollment of students
- Marketing of school
- Career Fairs
- Operations of school and maintenance of training trucks
- Payroll
- Developing a close relationship with government agencies and personnel
- Increased sales from \$223,000 in 2005 to \$700,000

Program Manager, Operations Manager 2004-2005

Valley Vault Records, Frostline Corporation, Idaho Falls

- Responsible for all sales and set up of new account for new start up division of digital archiving and Records Management.
- Maintain website and software for scanning and system backup.
- Work with clients with records and digital storage of records.
- Building maintenance equipment purchase and repair

Regional Sales: Industrial Supply Products

Industrial Bolt & Supply; Auburn, WA - 2004

- Open new territory for Southeast Idaho, Southern Montana & Jackson Hole Wyoming.
- Responsible for sales of equipment, fasteners, chemicals and other maintenance products.
- Worked with owners of businesses, Schools, Universities, City & County Governments

National and International Sales and Marketing Dir. 2002-2004

Caisson Laboratories

- Responsible for all sales of the company, which includes working with distributors in Egypt, Canada and South America.
- Have increased sales of the company over 200% within an 18-month period.
- Have set up 10 to 15 new customers each month by referrals, advertising, and Biotech conferences
- Work with suppliers in purchasing of chemicals, laboratory products, equipment and negotiation of contracts and pricing of products.
- Daily sales include plant and animal tissue culture media with laboratory containers, chemicals and technical support.
- Work with customers on their yearly purchases of media, chemicals and supplies by bid estimates
- Scheduling of production room and inventory control and company purchases.
- Responsible for all shipping and orders inside the United States and International.
- Design and support along with layout and design of the company's two catalogs.

VICE PRESIDENT OF SALES, MARKETING & BUSINESS DEVELOPMENT. 2000-2002

Frostline Corporation, Idaho Falls, Idaho.

- Business-to-business sales for cash flow program.
- Met with CEOs, Presidents and CFOs of corporations.
- Worked with manufacturing, printing, trucking and high-tech businesses expanding their cash flow and market share in targeted areas.
- Helped customers negotiate pricing on product purchases and research of potential equipment purchases for efficient business practices.
- Increased revenue by meeting regularly with businesses reviewing balance sheets, payroll, accounts payables, and designing programs to best fit their needs.
- Analyzed the daily invoice funding and bridge loans; conducted audits of clients.
- Developed marketing brochures, folders and web site design for offices in four western states.

ADVERTISING SALESMAN.

KIFI TV 8, Idaho Falls, Idaho. 1999-2000

- Initiated, developed and contracted yearlong advertising campaigns.
- Conceptualized television ads and live on-location promotional campaigns.
- Handled national accounts such as Ford Lincoln Mercury.
- Wrote and developed script for television to better increase sales.
- Associated selling by combining different products together for higher sales.
- Used Microsoft PowerPoint to create presentations to enhance and sell new products.

OWNER/OPERATOR.

Mr. Mac Fine Men's Clothing,

Southeastern Idaho. 1986-1999

- Successfully owned and operated four men's specialty clothing stores and one women's specialty clothing store in Southeastern Idaho.
- Generated sales in excess of \$1.2 M annually.
- Opened first men's store in 1986 with others following in four cities.
- Created a niche for the company by offering specialty products thereby increasing revenue.
- Initiated, developed and contracted yearlong advertising campaigns.
- Kept up with market in fashion trends, new inventory controls, and educating employees.
- Increased sales by bulk purchases for better pricing for stronger profit margin.
- Recruited, hired, terminated, trained and evaluated employees.
- Wrote and directed radio and television ads, created newsprint and direct mailing advertisements.

LICENSED ELECTRICIAN. Oakey Electric, Idaho Falls, Idaho.

- Contracted work on commercial and residential projects.
- Increased revenue for the company by applying knowledge to each job with safety and time value.
- Purchasing of electrical equipment, supplies and inventory for company contracts.
- Met with owners of homes, businesses, and contractors to assess blueprints and costs.

PROFESSIONAL AFFILIATIONS/COMMUNITY INVOLVEMENT

Member, Boy Scouts.

Initiated first charity golf tournament for **HELP, Inc.** Child Abuse Clinic. 1997

Special Teams Idaho – **Make A Wish** – Charity Golf Tournament 2015 - 2018

Member, **ITA, Idaho Trucking Association**

EDUCATION

Real Estate Essentials and Website Design. Eastern Idaho Technical College.

Licensed Electrician State of Idaho #6236MELT

Eastern Idaho Technical College Electrical Theory, Idaho Falls, Idaho. 1984.

Master Gardner. Idaho Falls, University of Idaho, Bonneville County Extension 2004

Grant Writing - for nonprofit organizations, and education in science

HOBBIES & ACTIVITIES

Golf, fishing, hiking, softball, basketball, baseball, scouting

Nominee's Name: **Paul Tierney**

Mailing Address: **7842 Rainbow Place, Nampa, Idaho 83687**

Home/Cell Phone: **208.859.9829** Work Phone: **208.615.5213**

E-Mail: **paul@escenvironmental.com**

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

I would like to serve on the State Rehabilitation Council because I believe that employment is the most important element missing in adults with developmental disabilities lives. Typical people make most of their friends/acquaintances as adults at work through work related activities; most adults define who they are, at least partially, by what they do; and being paid provides a sense that others value you and what you contribute. The percent of unemployed individuals with disabilities far exceeds all other minority groups and something needs to be done to correct this in order for people with disabilities to have meaningful lives.

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

Name: Vallivue School Board

Term Date: October 2018- current

Name: Disability Rights Idaho

Term Date: July 2016 – January 2020

Name: Idaho Council on Developmental Disabilities

Term Date: July 2009 – July 2015

Name: Idaho Partners in Policymaking

Term Date: 2003

How many hours per month would you be able to commit to State Rehabilitation Council activities?

☐ 1 to 3 hours

☐ 4 to 6 hours

☒ 7 to 9 hours

☐ 10 or more hours

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

Disability

☐ Yes

☒ No

RETURN TO:

IDAHO STATE REHABILITATION COUNCIL

ATTN: Council Secretary Baxter.Andrews@vr.Idaho.gov

650 West State Street, Room 150

P.O. Box 83720

Boise, Idaho 83720-0096

CURRICULUM VITAE

Paul Tierney
Environmental Services and Consulting, LLC
7842 Rainbow Place
Nampa, Idaho 83687
paul@escenvironmental.com
(208) 859-9829

As an Environmental Health Scientist, Mr. Tierney is responsible for performing all aspects of Industrial Hygiene, Environmental Health, and Indoor Air Quality services for ESC's clientele. Mr. Tierney has been performing these services since 2005. In addition Mr. Tierney performs Phase I Environmental Site Assessments (ESA's), Asbestos Surveys, Lead Based Paint Sampling, all aspects of Microbial and Moisture Investigations and sampling services, and Indoor Air Quality Assessments. He maintains knowledge in the applicable ACGIH, IICRC, ASTM, OSHA, and EPA standards for Environmental testing and inspections, along with over 15 years of experience in the field of Environmental and Occupational Testing and Consulting.

EDUCATION & TRAINING:

Boise State University, Environmental Health
University of California San Diego, San Diego, CA
Occupational Health and Safety Professional Certificate Program

RELEVANT CERTIFICATIONS:

- ✧ Indoor Air Quality Association Member
- ✧ Level I Infrared Thermographer
- ✧ AHERA Asbestos Building Inspector
- ✧ EPA Lead Risk Assessor and Inspector
- ✧ Erosion and Sediment Control/Storm Water Pollution Prevention Plan Designer, License No. CON06-00504
- ✧ Board of Certified Safety Professionals, Safety Trained Supervisor

PROFESSIONAL AFFILIATIONS:

Board of Certified Safety Professionals (BCSP)
Indoor Air Quality Association (IAQA)
Environmental Health and Safety Professionals (EHSP)

PROFESSIONAL EXPERIENCE:

Environmental Capabilities

Performed and/or assisted on hundreds of environmental investigations throughout Idaho, Eastern Oregon, and Southern Washington. Services have included: Indoor Air Quality Investigations; Microbial Contamination Investigations; Occupational Exposure Assessments; Building Material Collection and Evaluation for the presence of hazardous materials (lead, asbestos, polychlorinated biphenyls, etc.); Environmental Site Assessments; Asbestos Removal Oversight and Associated Air Monitoring and Sampling; Mitigation Oversight, Storm Water and Erosion Sediment Control.

Examples of Environmental Projects pertaining to Indoor Air Quality and Industrial Hygiene

City of Boise Public Works Building, Boise, Idaho

Performed an IAQ Investigation focused on VOCs at the warehouse building located at 705 South 8th Street. The warehouse building was an approximate 30,000-square foot, single-story structure with a basement level. The investigation included the collection of air samples in the basement and first floor of the warehouse building for total and regulated VOCs.

Eagle Capitol Commercial Building, Eagle, Idaho

Performed an Indoor Air Quality Investigation (IAQ) for the Eagle Capitol Building in Meridian, Idaho. The purpose of the investigation was to characterize the indoor air quality within the complaint area of the building. The investigation encompassed the entire commercial structure to identify the offending source impacting the main floor suite.

Saint Luke's Hospital Billing Facility

Provided extensive air monitoring services for within the Saint Luke's Billing Facilities for vapor intrusion from petroleum products identified on the property that were present from previous use of the property. The project included long term data collection and sample collection for analysis.

22 Northwest Key Bank Branches

Provided baseline indoor air evaluations of 22 Key Bank branch locations throughout the northwest that included monitoring of, Carbon Monoxide, Carbon Dioxide, Volatile Organic Compounds, Asbestos, Formaldehyde, Total Particulates, and airborne fungal spores and allergens.

Boise State University – Theater Annex Sewage Loss

Performed a Mold and Sewage Investigation at the above referenced address to characterize the sewage contamination and the potential for mold conditions within the areas impacted by the sewage loss that occurred within the structure. The purpose of this evaluation was to attempt to identify areas impacted by sewage solids, liquids, or biological contaminants, to identify areas potentially having fungal reservoirs using visual observations and bioaerosol sampling. Performed project oversight during remediation and removal activities and performed post remediation verification for the completion of the project.

Millcreek and Windwood Apartments

Performed a Mold Investigation within the commercial apartment structure to characterize the potential for mold conditions within the 41 and 30 apartment units and common areas located within the single building apartment complex. The purpose of this evaluation was to attempt to identify areas potentially having fungal reservoirs using visual observations and bioaerosol sampling.

Woodbridge Apartments

Performed a Moisture Intrusion, Building Systems Evaluation, and Mold Investigation at the Woodbridge Apartment complex in Boise, Idaho to characterize the potential for mold conditions within the apartment units and common buildings located within the multi-building apartment complex. Twenty one multi-unit two story apartment buildings with were located on the property. In addition to the apartment structures, there was also a recreation center, four laundry facilities, an office/club house, and a pool house on the property. The purpose of this evaluation was to attempt to identify areas potentially having water damaged materials, failing building systems, and fungal reservoirs using visual observations and bioaerosol sampling.

PRESENTATIONS:

As a service to clients and the general industry, I have given multiple presentations to architects, school districts, building owners and developers regarding technical aspects of Indoor Air Quality and Hazardous Materials. These include:

Commercial Real Estate Women (CREW)
Keller Williams Real Estate Group
Idaho Associated General Contractors (AGC)
Meridian Joint School District
Intermountain Gas

McCall School District
Idaho Power
Building Owners and Managers Association
International (BOMA)

EXPERT TESTIMONY:

Troy Stephens vs. Premier Construction & Cruz Brothers Construction, LLC, **deposed by:** Brian Tucker of Anderson Nelson Hall Smith, P.A. 2007

Nampa & Meridan Irrigation District vs. Mussell, **deposed by:** Josh Sears of Foley, Freeman, Borton, PLLC. 2007



STATE REHABILITATION COUNCIL NOMINATION FORM

RECEIVED
FEB 04 2019
IDVR CENTRAL OFFICE

Nominee's Name: Nathan Ogden
Mailing Address: 4247 S. Nickel Creek Pl. Meridian, ID 83642
Home/Cell Phone: 208 761-2770 Work Phone: _____
E-Mail: nathan@nathanogden.com

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

My experience, knowledge, and connections could be valuable to this council. Being a quadriplegic for 17 years gives me a perspective of those with severe disabilities "different abilities" that would better help those in need. I have used the services of Voc. Rehab. and have some familiarity. I'm an inspirational speaker and travel around the world meeting and working with many needing assistance and am comfortable communicating with executives to children. I also co-founded a non-profit "Chair The Hope" that helps those with disabilities locally and abroad.

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

Name: _____ Term Date: _____
Name: _____ Term Date: _____
Name: _____ Term Date: _____
Name: _____ Term Date: _____

How many hours per month would you be able to commit to State Rehabilitation Council activities?

☐ 1 to 3 hours ☒ 4 to 6 hours ☐ 7 to 9 hours ☐ 10 or more hours

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

Disability

☒ Yes ☐ No

RETURN TO:
IDAHO STATE REHABILITATION COUNCIL
ATTN: Membership Chair
650 West State Street, Room 150
P.O. Box 83720
Boise, Idaho 83720-0096

Nathan Ogden

From: [Dina Brewer](#)
To: [Jacque Truax](#)
Subject: RE: Membership
Date: Friday, August 9, 2019 4:56:28 PM

I talked to him over the phone, and let the membership committee know that he would be an excellent candidate when another slot opens up.

Dina M. Flores-Brewer
Executive Director
DisAbility Rights Idaho
(208) 336-5353, Ext. 116
She, her, hers



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From: Jacque Truax <Jacque.Truax@vr.idaho.gov>
Sent: Friday, August 09, 2019 3:24 PM
To: Dina Brewer <dina@disabilityrightsidaho.org>
Subject: RE: Membership

Thank you for responding Dina – Where did we end up with Nathan Ogden? Have you corresponded with him?

Jacque Truax Linville
Administrative Assistant II
Idaho Division of Vocational Rehabilitation
650 W State Street, RM., #150
Boise, ID 83720
jacque.truax@vr.idaho.gov
Phone:(208) 287-6443
Fax: (208) 334-5305

A proud partner of the American Job Center network - IDVR website: www.vr.idaho.gov

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From: Dina Brewer <dina@disabilityrightsidaho.org>

**CONSENT
JUNE 10, 2020**

STATE DEPARTMENT OF EDUCATION

SUBJECT

Request for Waiver of 103% Student Transportation Funding Cap

REFERENCE

June 2017	Board approved the request for six (6) school districts to receive a funding cap waiver
June 2018	Board approved the request for eight (8) districts to receive a funding cap waiver
June 2019	Board approved the request for nine (9) school districts to receive a funding cap waiver
April 16, 2020	Board approved eight (8) school district funding waiver caps: Plummer-Worley, Garden Valley, Orofino County, Kootenai, Moscow, Highland, Lapwai and Buhl

APPLICABLE STATUTE, RULE, OR POLICY

Section 33-1006, Idaho Code

BACKGROUND/DISCUSSION

During its 2001 session, the Idaho Legislature amended Section 33-1006, Idaho Code. The amendment created a student transportation funding cap, affecting school districts that exceed by 103% the statewide average cost per mile and cost per rider. The 2007 and 2009 Legislatures further amended this language to provide clear, objective criteria that defines when a district may qualify to be reimbursed for expenses above the cap, and by how much. These new criteria designate certain bus runs as “hardship” runs, and allow the district to receive a higher cap based on the percentage of the district’s bus runs that are so categorized.

As of April 20, 2020, 33 school districts and/or charter schools were negatively affected by the pupil transportation funding cap:

District #	District Name	Reduction in Funding
011	MEADOWS VALLEY DISTRICT	\$16,185
044	PLUMMER-WORLEY JOINT DISTRICT	\$8,697
058	ABERDEEN DISTRICT	\$9,950
061	BLAINE COUNTY DISTRICT	\$104,849
071	GARDEN VALLEY DISTRICT	\$54,105
131	NAMPA SCHOOL DISTRICT	\$33,244
134	MIDDLETON DISTRICT	\$160,893
171	OROFINO JOINT DISTRICT	\$27,740

**CONSENT
JUNE 10, 2020**

233	HAGERMAN JOINT DISTRICT	\$3,518
244	MOUNTAIN VIEW SCHOOL DISTRICT	\$113,022
274	KOOTENAI DISTRICT	\$14,561
281	MOSCOW DISTRICT	\$75,868
282	GENESEE JOINT DISTRICT	\$10,452
304	KAMIAH JOINT DISTRICT	\$10,087
305	HIGHLAND JOINT DISTRICT	\$8,422
340	LEWISTON INDEPENDENT DISTRICT	\$8,238
341	LAPWAI DISTRICT	\$54,783
391	KELLOGG JOINT DISTRICT	\$29,590
393	WALLACE DISTRICT	\$32,937
401	TETON COUNTY DISTRICT	\$76,336
411	TWIN FALLS DISTRICT	\$149,873
412	BUHL JOINT DISTRICT	\$10,634
421	MCCALL-DONNELLY JT. SCHOOL DISTRICT	\$38,209
451	VICTORY CHARTER SCHOOL	\$978
456	FALCON RIDGE CHARTER SCHOOL	\$972
462	XAVIER CHARTER SCHOOL	\$12,178
468	IDAHO SCIENCE & TECHNOLOGY CHARTER	\$2,288
475	SAGE INTERNATIONAL SCHOOL OF BOISE	\$17,249
498	GEM PREP: MERIDIAN, INC.	\$51,290
499	FUTURE PUBLIC SCHOOL, INC.	\$19,726
511	PEACE VALLEY CHARTER SCHOOL, INC.	\$12,977
513	PROJECT IMPACT STEM ACADEMY, INC.	\$20,544
796	GEM PREP: NAMPA, INC.	\$50,564

The State Department of Education received requests from various school districts and charter schools for a waiver of the 103% funding cap as provided in Section 33-1006, Idaho Code. Student Transportation staff reviewed these requests to ensure they meet the eligibility criteria. Of the 33 districts and charter schools negatively affected by the pupil transportation funding cap, only 14 districts have routes meeting the statutory requirements of a hardship bus run, which would allow the Board to grant a waiver. All 14 of these districts have applied for a waiver from the student transportation funding cap. The six eligible school districts that were not considered at the April 2020 Board meeting are listed below.

Note: This is a revised submission of the request for funding cap waivers. After the initial board approval on April 16, 2020, the department was made aware of late

CONSENT
JUNE 10, 2020

submissions of funding cap waiver requests. Six districts are listed in this additional request.

#061 Blaine County District submitted school bus routes that met the required criteria. This represents 2.33% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 105.33%.

#244 Mountain View School District submitted school bus routes that met the required criteria. This represents 60% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 163%.

#304 Kamiah Joint District submitted school bus routes that met the required criteria. This represents 10% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 113%.

#340 Lewiston Independent District submitted school bus routes that met the required criteria. This represents 11.32% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 114.32%.

#391 Kellogg Joint District submitted school bus routes that met the required criteria. This represents 2.63% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 105.63%.

#401 Teton County District submitted school bus routes that met the required criteria. This represents 5.56% of the bus runs operated by the district. When added to the 103% funding cap, as provided by law, this would allow the Board to increase their funding cap to a maximum of 108.56%.

IMPACT

The approval of the mileage cap waivers allows school districts to be reimbursed for routes that meet the hardship criteria. Board inaction or denial of the funding cap waivers would result in less transportation funding being reimbursed to the eligible school districts.

ATTACHMENTS

Attachment 1 – Funding Cap Waiver Spreadsheet

Page 7

STAFF COMMENTS AND RECOMMENDATIONS

At the June 2019 Board meeting the Board approved a waiver of the funding cap for Plummer-Worley School District, Garden Valley School District, Orofino School District, Mountain View School District, Kootenai School District, Moscow School

CONSENT
JUNE 10, 2020

District, Kamiah School District, Lapwai School District, and Kellogg School District. Of the eight requests the Board considered at the April 2020 Regular Board meeting, six school districts also had waivers of the funding cap approved in 2019. Highland School District and Buhl School District were new for 2020. Of the six additional requests the Board is being asked to consider at this time, three school districts did not receive a funding waiver cap in 2019; Blaine School District, Lewiston School District, and Teton County. Approval of these six additional funding waiver caps will bring the total for this year to 14.

Pursuant to Section 33-1006, Idaho Code:

“(5) The state’s share of the transportation support program shall be fifty percent (50%) of reimbursable transportation costs of the district incurred during the immediately preceding state fiscal year, except for the cost of state department of education training and fee assessments and bus depreciation and maintenance, for which the state’s share shall be eighty-five percent (85%) of such costs. For school districts that contract for pupil transportation services, the state’s share shall be the average state share of costs for district-run operations, based on the statewide total of such costs. Provided however, that the reimbursable costs for any school district shall not exceed one hundred three percent (103%) of the statewide average reimbursable cost per mile or the state average reimbursable cost per student rider, whichever is more advantageous to the school district. If a school district’s costs exceed the one hundred three percent (103%) limit when computed by the more advantageous of the two (2) methods, that school district shall be reimbursed at the appropriate percentage designated by this subsection, multiplied by the maximum limit for whichever method is more favorable to the school district. A school district may appeal the application of the one hundred three percent (103%) limit on reimbursable costs to the state board of education, which may establish for that district a new percentile limit for reimbursable costs compared to the statewide average, which is higher than one hundred three percent (103%). In doing so, the state board of education may set a new limit that is greater than one hundred three percent (103%), but is less than the percentile limit requested by the school district. However, the percentage increase in the one hundred three percent (103%) cap shall not exceed the percentage of the district’s bus runs that qualify as a hardship bus run, pursuant to this subsection. Any costs above the new level established by the state board of education shall not be reimbursed. Such a change shall only be granted by the state board of education for hardship bus runs. To qualify as a hardship bus run, such bus run shall meet at least two (2) of the following criteria:

- (a) The number of student riders per mile is less than fifty percent (50%) of the statewide average number of student riders per mile;
- (b) Less than a majority of the miles on the bus run are by paved surface, concrete or asphalt road;

CONSENT
JUNE 10, 2020

- (c) Over ten percent (10%) of the miles driven on the bus run are a five percent (5%) slope or greater.”

The Department of Education transportation staff review each of the applications prior to submittal for Board consideration. Only those school districts that have met the statutory requirements may be considered for approval.

BOARD ACTION

I move to approve the request by #061 Blaine County District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2019 of 105.33%, for a total of \$104,849 in additional funds from the public school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the request by #244 Mountain View School District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2019 of 163%, for a total of \$113,022 in additional funds from the public school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the request by #304 Kamiah Joint District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2019 of 113%, for a total of \$10,087 in additional funds from the public school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the request by #340 Lewiston Independent District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2019 of 114.32%, for a total of \$8,238 in additional funds from the public school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

CONSENT
JUNE 10, 2020

I move to approve the request by #391 Kellogg Joint District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2019 of 105.63%, for a total of \$29,590 in additional funds from the public school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the request by #401 Teton County District for a waiver of the 103% transportation funding cap, at a new cap percentage rate for the fiscal year 2019 of 108.56%, for a total of \$76,336 in additional funds from the public school appropriation.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Pupil Transportation Funding Formula Capped at Legislatively Mandated Percent of State Average Cost Per Mile and Cost Per Rider			
Fiscal Year 2018-2019 Data - Approved Costs Reimbursed in Fiscal Year 2019-2020 (Sixteenth Capped Year)			
Set percentage cap to apply to statewide average	103%	Riders per Mile	1.6
Revised: 4/13/2020 - 2nd Draft			
	Cost Per Mile	Cost Per Rider	
Statewide Averages before cap	\$4.25	\$994	
Statewide Averages after cap	\$4.38	\$1,024	
Total Savings From Cap	\$1,240,959	Capped Reimb.	Actual Reimb.
Savings Following Appeals & State Board Action	\$1,940,256	\$90,898,615	\$92,139,574

Dist #	District Name	District Funding Capped - Reimbursement Reduced By:	Percent of Reimbursement Loss Subsequent to Cap Impact (See Columns X & Y)	Total 100% Reimbursable Costs Eligible at 50%	Funding Cap Penalty Waived
044	PLUMMER-WORLEY JOINT DISTRICT	\$8,697	4.6%	\$221,564	TRUE
061	BLAINE COUNTY DISTRICT	\$104,849	12.6%	\$997,244	TRUE
071	GARDEN VALLEY DISTRICT	\$54,105	32.2%	\$0	TRUE
171	OROFINO JOINT DISTRICT	\$27,740	7.1%	\$405,235	TRUE
244	MOUNTAIN VIEW SCHOOL DISTRICT	\$113,022	17.2%	\$513,722	TRUE
274	KOOTENAI DISTRICT	\$14,561	11.1%	\$112,803	TRUE

281	MOSCOW DISTRICT	\$75,868	14.8%	\$520,886	TRUE
304	KAMIAH JOINT DISTRICT	\$10,087	9.5%	\$103,528	TRUE
305	HIGHLAND JOINT DISTRICT	\$8,422	5.5%	\$0	TRUE
340	LEWISTON INDEPENDENT DISTRICT	\$8,238	1.0%	\$1,082,758	TRUE
341	LAPWAI DISTRICT	\$54,783	30.1%	\$155,460	TRUE
391	KELLOGG JOINT DISTRICT	\$29,590	5.5%	\$555,319	TRUE
401	TETON COUNTY DISTRICT	\$76,336	13.4%	\$641,891	TRUE
412	BUHL JOINT DISTRICT	\$10,634	3.7%	\$0	TRUE
Totals		\$1,240,959		\$37,707,580	

% Hardship Bus Run Waived	Final Payment Amount	
0.167	\$277,684	
0.233	\$1,200,853	
0.200	\$204,554	
0.250	\$568,188	
0.600	\$859,495	
0.875	\$166,820	

0.129	\$646,326	
0.100	\$138,546	
0.400	\$219,119	
0.113	\$1,223,229	
0.500	\$224,922	
0.263	\$702,019	
0.556	\$763,168	
0.130	\$372,313	
	\$90,887,382	

**CONSENT
JUNE 10, 2020**

PROFESSIONAL STANDARDS COMMISSION

SUBJECT

Emergency Provisional Certificates

REFERENCE

June 2019	Board reviewed twelve (12) provisional certificates for the 2018-19 school year and approved eleven (11).
August 2019	Board reviewed four (4) provisional certificates, three (3) for the 2018-19 school year and one (1) for the 2019-20 school year.
December 2019	Board reviewed and approved twenty-four (24) provisional certificates for the 2019-20 school year.
February 2020	Board reviewed and approved thirty-six (36) provisional certificates for the 2019-20 school year.
April 2020	Board reviewed and approved twenty-four (24) provisional certificates for the 2019-20 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1201 and 33-1203, Idaho Code

BACKGROUND/DISCUSSION

Two (2) emergency provisional applications were received by the State Department of Education from the school districts listed below. Emergency provisional applications allow a school district or charter school to request one-year emergency certification for a candidate who does not hold a current Idaho certificate, but who has the strong content background and some educational pedagogy, to fill an area of need that requires certification. While the candidate is under emergency provisional certification, no financial penalties will be assessed to the hiring district. Historical Provisional status has been added to candidates that have received provisional approvals in prior years, as there is nothing in rule that prohibits multiple provisionals.

Gem Prep: Nampa # 796

Applicant Name: Charles Darrough

Content & Grade Range: Natural Science 6-12

Degree: BA, Business Administration 12/2011

Declared Emergency: February 20, 2020, Gem Prep: Nampa Charter School Board of Trustees declared an emergency exists for the 2019-2020 school year.

Summary of Recruitment Efforts: There were five applicants and two interviews. The certified Science teacher hired for the position beginning August 1, 2019, resigned her position effective February 3, 2020. Mr. Darrough was hired February 10, 2020.

CONSENT
JUNE 10, 2020

PSC Review: The Professional Standards Commission Authorizations Committee met April 9, 2020. The committee recommends Gem Prep: Nampa Charter School's request for Charles Darrough without reservation.

McCall-Donnelly School District #421

Applicant Name: Rebecca Wayne

Content & Grade Range: All Subjects K-8

Certified: Interim certificate for Physical Education K/12 (2/21/20-8/31/2023)

Declared Emergency: February 10, 2020 McCall-Donnelly School District Board of Trustees declared an emergency exists for the 2019-2020 school year.

Summary of Recruitment Efforts: There were six applicants and four interviews. The district received notice on December 10, 2019 that a staff member would not be able to fulfill their contract for the remainder of the 2019-20 school year. The staff member's last day of employment was December 17, 2019. This left very little time to fill the position before students returned from winter break on January 6, 2020. Rebecca has been an active substitute teacher for the district since January 14, 2016 and was the best fit for the vacancy.

PSC Review: The Professional Standards Commission Authorizations Committee met April 9, 2020. The committee recommends McCall-Donnelly School District's request for Rebecca Wayne without reservation.

IMPACT

If an emergency provisional certificate is not approved, the school district will have no certificated staff to serve in the position and funding could be impacted.

ATTACHMENTS

Attachment 1 – Charles Darrough application packet

Attachment 2 – Rebecca Wayne application packet

STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-1201, Idaho code, "every person who is employed to serve in any elementary or secondary school in the capacity of teacher, supervisor, administrator, education specialist, school nurse or school librarian shall be required to have and to hold a certificate issued under the authority of the State Board of Education...." Section 33-1203, Idaho Code, prohibits the Board from authorizing standard certificates to individuals who have less than four (4) years accredited college training; except in "trades and industries" (occupational fields) or emergency situations, which must be declared, the State Board may authorize the issuance of provisional certificates based on not less than two (2) years of accredited college training.

Section 33-512, Idaho Code, defines substitute teachers as "as any individual who temporarily replaces a certificated classroom educator...." Neither Idaho Code, nor administrative rule, limits the amount of time a substitute teacher may be employed to cover a classroom. In some cases, school districts use a long-term substitute prior to requesting provisional certification for the individual. In some cases, the

CONSENT
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individual that the school district is requesting emergency certification for has been in the classroom as a long-term substitute for the entire term. Salary Based Apportionment is calculated based on school district employee certification. A school district or charter school receives a lesser apportionment for non-certificated/classified staff than it receives for certificated staff. Substitute teachers are calculated at the lesser classified rate.

BOARD ACTION

I move to accept the recommendation of the Professional Standards Commission to issue one-year emergency provisional certificates for Charles Darrough and Rebecca Wayne, to teach the content area and grade ranges at the specified school districts as provided herein for the 2019-2020 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____