

**CONSENT
DECEMBER 17, 2020**

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BOARD ACTION

I move to approve the consent agenda.

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IDAHO STATE UNIVERSITY

SUBJECT

License Agreement with Elsevier B.V.

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University (ISU) requests permission to enter into a three-year subscription agreement with Elsevier B.V. (Elsevier). ISU entered into an agreement with Elsevier in 2016 that did not meet the threshold for State Board of Education approval and has amended the agreement on an annual basis. This will be the fifth amendment to the subscription agreement. The proposed agreement will provide unlimited simultaneous and remote access to journal titles for students, faculty, staff, researchers, and independent contractors of ISU as well as for visitors using computer terminals in the Eli M. Oboler Library.

Elsevier's extensive and unique full-text journal collection covers authoritative titles from the core scientific literature, including high-impact factor titles. Access to the collection is critical for academic programs and research on campus.

Access to the journals is crucial for academic programs and the continued growth of active research programs and increased research productivity by ISU students and faculty members. Journal titles included in the package are used worldwide by leading researchers. Without access to these journals, students and faculty would be placed at a distinct disadvantage regionally and nationally.

ISU is unable to utilize subscriptions to these journals at other institutions due to strict licensing rules imposed by the publishers. Elsevier is the sole publisher and distributor of the electronic journals offered in this package, and on the ScienceDirect platform.

In the past, ISU renewed the license agreement on an annual basis. This year ISU was offered an incentive to enter into a three-year agreement that will reduce the annual fee by 10%. The total amount of the three-year agreement is \$1,535,486.18, paid in yearly installments.

IMPACT

Idaho State University will utilize a combination of local and appropriated funds.

Year 1 (January 1 – December 31, 2021)	\$505,060.91
Year 2 (January 1 – December 31, 2022)	\$510,111.52
Year 3 (January 1 – December 31, 2023)	<u>\$520,313.75</u>
	\$1,535,486.18

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ATTACHMENTS

Attachment 1 – Elsevier Subscription Agreement

STAFF COMMENTS AND RECOMMENDATIONS

The agreement with Elsevier is part of the general operational cost of the library in support of the academic programs. Reduction of the annual fee by utilizing a multi-year agreement provides stability and cost savings for Idaho State University. Policy V.I.3.a states, “Purchases exceeding one million dollars (\$1,000,000) require prior Board approval.” Staff recommends approval.

BOARD ACTION

I move to authorize Idaho State University to enter into a three-year license agreement, for an amount not to exceed \$1,535,486.18, with Elsevier as outlined herein.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

1



**FIFTH AMENDMENT TO
ELSEVIER SUBSCRIPTION AGREEMENT**

WHEREAS, the parties hereto have previously entered into an agreement dated 06 October 2016, as last amended on 11 March 2020 (the “Agreement”) and wish to amend the Agreement as set forth in this amendment (“Amendment”).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as of 17 December 2020 as set forth below and on Schedule 1.

1. The agreement is extended as set forth below:

The term of the Agreement is hereby extended to continue until 31 December 2023.

2. Add the following clause in Section 5 of the agreement:

5.3 Early Termination Due To Insufficient Budgetary Allotment From Government.

The Subscriber may terminate this Agreement upon thirty (30) days notice given by the Subscriber to Elsevier if sufficient funds are not provided, allocated or allotted in future government-approved budgets of the Subscriber or reasonably available or expected to become available from other sources at the time the Subscriber’s payment obligation attaches to permit the Subscriber, in the exercise of its reasonable administrative discretion, to continue this Agreement. Notwithstanding the foregoing, if access to the Subscribed Products was provided but not yet paid for prior to termination, Elsevier will be entitled to receive a pro rata portion of the Fees attributable to the period of time that access was provided

Except as specifically amended hereby, all of the existing terms and conditions of the Agreement are hereby ratified. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to them in the Agreement. To the extent any terms or conditions of the Agreement conflict with or are inconsistent with this Amendment, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment by their respective, duly authorized representatives as of 17 December 2020.

IDAHO STATE UNIVERSITY
(Subscriber)

Name:
Title:

ELSEVIER B.V.
(Elsevier)

Name: Gino Ussi
Title: Executive Vice President Research Solution Sales

Amendment No.: 1-19240341932

Agreement No.: 1-11004657763

Schedule 1
Subscribed Products/Access/Fees

The Subscribed Fees identified below are in addition to those identified in the Agreement.

IDAHO STATE UNIVERSITY

Amendment No. 1-19240341932

Subscribed Products – publisher	Access	2021 USD	2022 USD	2023 USD
ScienceDirect® online – Elsevier B.V.	sciencedirect.com			
• <i>Total Electronic Subscription</i>		\$429,534.66	\$433,830.01	\$442,506.61
• <i>Total Subscription Turnover</i>		\$429,534.66	\$433,830.01	\$442,506.61
• Electronic Subscription Fee (10 % discounted)		\$386,581.21	\$390,447.02	\$398,255.96
• Content Fee 25 %		\$107,383.78	\$108,457.62	\$110,626.77
Transferred Titles Fee		\$7,112.25	\$7,183.37	\$7,327.04
Cell Press Collection Fee		\$3,983.67	\$4,023.51	\$4,103.98
TOTAL FEES		\$505,060.91	\$510,111.52	\$520,313.75

Adjustment of Fees

After the initial year of the Term, the Fees for the Subscriber's Journal Collection(s) will be subject to an adjustment to account for any titles removed from the Journal Collection(s) during the remainder of the Term of this Agreement.

Journal Collection(s)

The Subscriber's Journal Collection(s) is described in Schedule 1.1.

Transaction Fee

The Subscriber may purchase pre-paid Transactions ("PPT") upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

**Annex A to Schedule 1.1
Subscribed Titles**

IDAHO STATE UNIVERSITY

Product ID	ISSN	Subscribed Title (online only)
00471	0306-4603	Addictive Behaviors
13170	0196-6553	American Journal of Infection Control
13229	0272-6386	American Journal of Kidney Diseases
13046	0196-0709	American Journal of Otolaryngology
12002	0003-2697	Analytical Biochemistry
05138	FS00-5138	Analytica Chimica Acta with Vibrational Spectroscopy
05137	0003-2670	<i>Analytica Chimica Acta</i>
05190	0924-2031	<i>Vibrational Spectroscopy</i>
12602	0003-3472	Animal Behaviour
03002	0143-6228	Applied Geography
05093	0304-3770	Aquatic Botany
13310	0003-9993	Archives of Physical Medicine and Rehabilitation
13191	0883-9417	Archives of Psychiatric Nursing
00246	1352-2310	Atmospheric Environment
00270	0005-1098	Automatica
04241	0005-7894	Behavior Therapy
00265	0005-7967	Behaviour Research and Therapy
12009	0006-291X	Biochemical and Biophysical Research Communications
07505	0006-2952	Biochemical Pharmacology
02008	0006-3207	Biological Conservation
12015	0093-934X	Brain and Language
05146	0169-7439	Chemometrics and Intelligent Laboratory Systems
00586	0145-2134	Child Abuse & Neglect
00652	0272-7358	Clinical Psychology Review
04242	1077-7229	Cognitive and Behavioral Practice
07452	8755-4615	Computers and Composition
00759	0747-5632	Computers in Human Behavior
00347	0360-1315	Computers & Education
00398	0098-3004	Computers & Geosciences
02220	0955-0674	Current Opinion in Cell Biology
12025	0012-1606	Developmental Biology
02168	1359-6446	Drug Discovery Today
05328	0012-821X	Earth and Planetary Science Letters
05329	0012-8252	Earth-Science Reviews
02022	0269-7491	Environmental Pollution
07647	0015-0282	Fertility and Sterility
13216	0016-5085	Gastroenterology
00212	0016-7037	Geochimica et Cosmochimica Acta
05334	0169-555X	Geomorphology
13166	0197-4572	Geriatric Nursing
00266	0020-7489	International Journal of Nursing Studies
05340	0924-2716	ISPRS Journal of Photogrammetry and Remote Sensing
05384	0165-4101	Journal of Accounting and Economics
12628	0140-1971	Journal of Adolescence
00801	0887-6185	Journal of Anxiety Disorders
07456	0193-3973	Journal of Applied Developmental Psychology

Product ID	ISSN	Subscribed Title (online only)
12643	0305-4403	Journal of Archaeological Science
12627	0140-1963	Journal of Arid Environments
07687	0148-2963	Journal of Business Research
07688	0883-9026	Journal of Business Venturing
07693	0021-9924	Journal of Communication Disorders
13165	0099-1767	Journal of Emergency Nursing
14027	0099-2399	Journal of Endodontics
02034	0265-931X	Journal of Environmental Radioactivity
12063	0022-0965	Journal of Experimental Child Psychology
12065	0022-1031	Journal of Experimental Social Psychology
06015	0304-405X	Journal of Financial Economics
07705	0094-730X	Journal of Fluency Disorders
14016	0894-1130	Journal of Hand Therapy
12647	0305-7488	Journal of Historical Geography
12624	0047-2484	Journal of Human Evolution
05344	0022-1694	Journal of Hydrology
00231	0022-1910	Journal of Insect Physiology
12074	0749-596X	Journal of Memory and Language
12615	0022-2836	Journal of Molecular Biology
13410	1499-4046	Journal of Nutrition Education and Behavior
13176	0891-5245	Journal of Pediatric Health Care
13162	0882-5963	Journal of Pediatric Nursing
05173	0731-7085	Journal of Pharmaceutical and Biomedical Analysis
13189	8755-7223	Journal of Professional Nursing
12081	0092-6566	Journal of Research in Personality
00539	0191-8141	Journal of Structural Geology
13343	0892-1997	Journal of Voice
05347	0377-0273	Journal of Volcanology and Geothermal Research
08040	0303-7207	Molecular and Cellular Endocrinology
12093	1055-7903	Molecular Phylogenetics and Evolution
00279	0028-3908	Neuropharmacology
05577	0161-813X	NeuroToxicology
05213	FS00-5213	Nuclear Instruments and Methods in Physics Research A & B
05211	0168-9002	<i>Nuclear Instruments and Methods in Physics Research Section A: Accelerators, Spectrometers, Detectors and Associated Equipment</i>
05212	0168-583X	<i>Nuclear Instruments and Methods in Physics Research Section B: Beam Interactions with Materials and Atoms</i>
13175	0029-6554	Nursing Outlook
12100	0749-5978	Organizational Behavior and Human Decision Processes
07753	0090-2616	Organizational Dynamics
13160	1524-9042	Pain Management Nursing
00603	0191-8869	Personality and Individual Differences
07546	0091-3057	Pharmacology Biochemistry and Behavior
07536	0163-7258	Pharmacology & Therapeutics
07548	0031-9384	Physiology & Behavior
04065	0031-9406	Physiotherapy
05358	0301-9268	Precambrian Research
07437	0363-8111	Public Relations Review
00865	1040-6182	Quaternary International

Product ID	ISSN	Subscribed Title (online only)
07759	0034-4257	Remote Sensing of Environment
04094	1750-9467	Research in Autism Spectrum Disorders
00826	0891-4222	Research in Developmental Disabilities
05360	0037-0738	Sedimentary Geology
12113	0049-089X	Social Science Research
00315	0277-9536	Social Science & Medicine
00332	0038-0717	Soil Biology & Biochemistry
05187	0039-9140	Talanta
13405	1557-3087	Teaching and Learning in Nursing
07447	1096-7516	The Internet and Higher Education
07418	0099-1333	The Journal of Academic Librarianship
02286	0099-5355	The Lancet (North American Edition)
12116	0041-008X	Toxicology and Applied Pharmacology
05431	FS00-5431	Trends in Analytical Chemistry
05189	0165-9936	<i>Trends in Analytical Chemistry</i>
02115	0968-0004	Trends in Biochemical Sciences
02119	0167-7799	Trends in Biotechnology
02122	0169-5347	Trends in Ecology & Evolution
02120	0168-9525	Trends in Genetics
02169	1360-1385	Trends in Plant Science

Product ID	ISSN	Cell Press Collection Journal Title
07590	0092-8674	Cell
07813	0002-9297	The American Journal of Human Genetics

Product ID	ISSN	Transferred Title (online only)
07681ACC	0735-1097	Journal of the American College of Cardiology
18872	FS00-8872	Journal of Obstetric, Gynecologic & Neonatal Nursing and Nursing for Women's Health
18868	0884-2175	<i>Journal of Obstetric, Gynecologic & Neonatal Nursing</i>
18869	1751-4851	<i>Nursing for Women's Health</i>
18866	0022-3549	Journal of Pharmaceutical Sciences

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IDAHO STATE UNIVERSITY

SUBJECT

Online Program Fee for Teacher Education Program

REFERENCE

June 21, 2018

Board discussed proposal from the College of Southern Idaho to offer a Bachelor of Applied Science in Education and the need for ISU and CSI to collaborate to meet the educator preparation needs in the Magic Valley region. No formal action was taken.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.R.
Idaho State Board of Education Governing Policies & Procedures, Section III.G.3

BACKGROUND/DISCUSSION

The College of Education (COE) at Idaho State University (ISU) is planning to offer a fully online, fee-based BA/BS in Elementary Education and BA/BS in Special Education that aligns with the existing face-to-face BA/BS in Elementary Education and BA/BS in Special Education programs. The curriculum of the programs will mirror that of the existing teacher education programs but will be delivered in an online, largely asynchronous format. The request to offer these programs online was submitted as a letter of notification to the Office of the State Board of Education, on October 20, 2020 in accordance with Board Policy III.G.3.c.ii.6.

ISU requests permission to implement an online program fee that is less than the regular tuition and fee costs, in lieu of tuition and other fees, in accordance with Board Policy V.R.3.a.x. Adding online delivery will make the program accessible and affordable to more individuals seeking to become teachers, reaching directly into many of Idaho's rural areas and meeting the needs of a greater segment of the post-traditional educator market, providing another way to address Idaho's ongoing teacher shortage.

The program fee of \$262/credit is less than the current ISU per-credit fee of \$328, which falls between the current per credit hour cost of the College of Southern Idaho (CSI) and ISU. No tuition or other fees will be charged. It is anticipated that candidates will enter the proposed program having earned 60 credits and completed their general education requirements. The total cost to a student entering the program with 60 credits would be \$15,720.

IMPACT

In setting the program fees, the goal was to provide an affordable option to students while ensuring that revenue would cover the costs within a few years of launching the program. The fiscal impact of the proposed program was based upon

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enrolling 10 new students in the first year, 15 new students in the second year, and 20 new students in the third year.

The program is expected to run a small deficit the first two years (\$72,065 in year one and \$3,219 in year two), after which net income will be sufficient to cover the costs of the program, even as it grows.

ATTACHMENTS

Attachment 1 – Proposed budget for the Online Teacher Education Program

Attachment 2 – Budget Narrative

Attachment 3 – Letter from ISU Provost

STAFF COMMENTS AND RECOMMENDATIONS

Board policy V.R.3.a.x. allows an online program fee to be charged, with Board approval, for any fully online undergraduate, graduate, or certificate program. Pursuant to Board policy V.R. “An online program fee shall be in lieu of resident or non-resident tuition (as defined in Idaho Code §33-3717B) and all other Board-approved fees. An online program is one in which all courses are offered and delivered via distance learning modalities (e.g. campus-supported learning management system, videoconferencing, etc.); provided however, that limited on-campus meetings may be allowed if necessary for accreditation purposes or to ensure the program is pedagogically sound.”

The request for the program fee provides an opportunity to expand teacher education at Idaho State University in a way that encourages increased enrollment but covers the costs of the program. It will expand the demographic reach by creating a fully online modality and supports the great market need for teachers.

ISU and CSI have had a long-standing partnership to provide Region 4 with educator preparation opportunities. At the June 2018 Regular Board meeting, CSI brought forward a proposal to offer a baccalaureate degree in education. One of the concerns expressed at the time was that the current partnership with ISU was not meeting the region’s demands for teachers. The Board did not take action on the program proposal and asked ISU and CSI to look at ways the existing partnership could be improved to meet Region 4’s educator preparation needs. At the June 2019 Regular Board meeting, the Board approved CSI’s request to offer a non-traditional certification program that is based on mastery and offered on-line. This program allows individuals from across the state who already have a baccalaureate degree to complete an approved educator preparation program on-line and earn their educator certification and teach in the classroom. CSI’s program was developed to meet the immediate educator shortage needs identified in the Board’s Educator Pipeline Report and request from school district located in Region 4. In addition to CSI’s on-line program, Lewis-Clark State College offers an online Elementary Education program resulting in a Bachelor of Science degree with options for a minor in special education and a minor in literacy.

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Staff recommends approval.

BOARD ACTION

I move to approve the request by Idaho State University to add an online program fee of \$262 per credit to the online teacher education program, in conformance with the program budget submitted to the Board in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

ISU #2020-LON-07 Online option for BA/BS Elementary Education, BA/BS Special Education - Teacher Prep program

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
- 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 2022		FY 2023		FY 2024		FY 2025	
	FTE	Headcount	FTE	Headcount	FTE	Headcount	FTE	Headcount
A. New enrollments	10	10	15	15	20	20	25	25
B. Shifting enrollments	0	0	10	10	15	15	20	20
Total Enrollment	10	10	25	25	35	35	45	45

II. REVENUE

	FY 2022		FY 2023		FY 2024		FY 2025	
	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	\$141,227.52	\$0.00	\$145,464.35	\$0.00	\$149,828.28	\$0.00	\$154,323.13	\$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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Student Fees	\$78,600.00	\$0.00	\$196,500.00	\$0.00	\$275,100.00	\$0.00	\$353,700.00	\$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	<u>\$219,828</u>	<u>\$0</u>	<u>\$341,964</u>	<u>\$0</u>	<u>\$424,928</u>	<u>\$0</u>	<u>\$508,023</u>	<u>\$0</u>
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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 2022</u>		<u>FY 2023</u>		<u>FY 2024</u>		<u>FY 2025</u>	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
A. Personnel Costs								
1. FTE	<u>6.4</u>	<u>0.00</u>	<u>6.4</u>	<u>0.00</u>	<u>6.4</u>	<u>0.00</u>	<u>6.4</u>	<u>0.00</u>
2. Faculty	<u>\$143,836.66</u>	<u>\$0.00</u>	<u>\$147,971.76</u>	<u>\$0.00</u>	<u>\$152,230.91</u>	<u>\$0.00</u>	<u>\$156,617.84</u>	<u>\$0.00</u>
3. Adjunct Faculty	<u>\$16,611.84</u>	<u>\$0.00</u>	<u>\$17,110.20</u>	<u>\$0.00</u>	<u>\$17,623.50</u>	<u>\$0.00</u>	<u>\$18,152.21</u>	<u>\$0.00</u>
4. Graduate/Undergrad Assistants	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
5. Research Personnel	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
6. Directors/Administrators	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$45,000.00</u>	<u>\$0.00</u>	<u>\$46,350.00</u>	<u>\$0.00</u>
7. Administrative Support Personnel	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
8. Fringe Benefits	<u>\$52,004.02</u>	<u>\$0.00</u>	<u>\$53,501.14</u>	<u>\$0.00</u>	<u>\$70,793.17</u>	<u>\$0.00</u>	<u>\$72,853.96</u>	<u>\$0.00</u>
9. Other:	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Personnel and Costs	<u>\$212,453</u>	<u>\$0</u>	<u>\$218,583</u>	<u>\$0</u>	<u>\$285,648</u>	<u>\$0</u>	<u>\$293,974</u>	<u>\$0</u>

<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
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	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
B. Operating Expenditures								
1. Travel	\$6,000.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	\$0.00
2. Professional Services	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00	\$0.00
3. Other Services	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Communications	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$0.00
5. Materials and Supplies	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$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	\$48,000	\$0	\$48,000	\$0	\$24,500	\$0	\$24,500	\$0

	FY 2022		FY 2023		FY 2024		FY 2025	
	On-going	One-time	On-going	One-time	On-going	One-time	On-going	One-time
C. Capital Outlay								
1. Library Resources								
2. Equipment								
Total Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

FY 2022**FY 2023****FY 2024****FY 2025**

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

E. Other Costs

Utilites								
Maintenance & Repairs								
Other Online Fee Distribution	\$31,440.00		\$78,600.00		\$110,040.00		\$141,480.00	
1) ISU Central	\$15,720.00		\$39,300.00		\$55,020.00		\$70,740.00	
2) ISU Student Affairs	\$7,860.00		\$19,650.00		\$27,510.00		\$35,370.00	
3) ISU ITRC	\$7,860.00		\$19,650.00		\$27,510.00		\$35,370.00	
Total Other Costs	\$31,440	\$0	\$78,600	\$0	\$110,040	\$0	\$141,480	\$0
TOTAL EXPENDITURES:	\$291,893	\$0	\$345,183	\$0	\$420,188	\$0	\$459,954	\$0
Net Income (Deficit)	-\$72,065	\$0	-\$3,219	\$0	\$4,741	\$0	\$48,069	\$0

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

II.2.	Reallocation of institutional funds include salary and fringe for two full time faculty already funded in the COE to be dedicated to the program
II.5.	Total student fees estimated assuming students enroll in 30 credits per year at \$262 per credit
III.F.3.1.	ISU Central Administrative Overhead (LFADxx): 20% of student fees distribution
III.F.3.2.	ISU Academic Affairs ITRC: 10% of student fees distribution
III.F.3.3.	ISU Student Affairs: 10% of student fees distribution
0	0
0	0
0	0
0	0

ISU Online Teacher Ed Prep RAIS Budget Narrative

(BA/BS Elementary Ed and BA/BS Special Ed)

Supplement to Letter of Notification #2007-LON-07

To assess the fiscal impact of the program we projected conservative enrollments, estimated annual program costs, and set a program fee that would allow the College of Education to break even by year three. Specifically, we anticipate enrolling 10 new students in the first year, and each year thereafter enrolling 5 more new students than the previous year (e.g., 15 new students year 2, 20 new students year 3, etc.). By the fifth year our goal is to enroll 30 new students, with the intent of each year thereafter adding 30 new students. Assuming this level of enrollment, we predict that we would need two clinical faculty assigned to teach in the program, along with some additional funds to provide for adjunct faculty support. Further, we accounted for faculty development, travel, marketing, and material and supplies in our operating expenses.

In setting the program fees, our goal was to provide an affordable option to students while ensuring that program revenue would cover the costs within a few years of launching the program. Our recommendation is to charge students in this online program a per credit fee of \$262. This falls between the current per credit hour tuition cost of CSI and ISU. Moreover, assuming students in the proposed program earn 60 credits, their total program cost would be competitive with a typical graduate of Western Governors University, a presumed competitor in this market.

Given the estimated enrollment and proposed fee, the 5-year cumulative fee revenue is \$1,336,200.

October 20, 2020

Dr. T.J. Bliss
Chief Academic Officer
State Board of Education
P.O. Box 83720
Boise, ID 83720-0037

Dear Dr. Bliss,

Pursuant to the Partial Waiver of Board Policy III.G., Modification 7, please be advised that Idaho State University requests approval to offer the teacher preparation program completely online. The programs include the BA/BS in Elementary Education and the BA/BS in Special Education.

Also, in accordance with the Partial Waiver of Board Policy V.R., subsections 3.b. and 3.c., we request approval to implement an Online Program Fee of \$262 per credit for the online versions of these programs, in lieu of tuition, for those students enrolled in the fully online programs. We understand this fee request must be approved by the BAHHR committee as well as by the full SBOE, and request your staff's assistance in adding it to the BAHHR Committee and Board agendas.

The curriculum of the proposed programs will mirror that of the existing teacher education programs but will be delivered in an online, largely asynchronous format. This method of delivery will make the program accessible and affordable to more individuals seeking to become teachers, reaching directly into many of Idaho's rural areas and meeting the needs of a greater segment of the post-traditional educator market, providing another way to address Idaho's ongoing teacher shortage.

Initially, the program will offer endorsements in Elementary Education and Special Education, but the College of Education will work closely with other colleges on campus to ensure that our students who need to complete endorsements in other areas will be offered the relevant coursework in an online format.

An online program fee will be used to support this program. We expect the program to run a small deficit for the first two years until it is established, after which net income will be sufficient to cover the costs of the program. As noted above, this is based on a proposed fee of \$262 per credit. No other tuition or fees will be charged.

No curricular changes are necessary as the relevant courses already exist and will be offered in an online format.

This change will be implemented for the 2021-2022 academic catalog.

Please feel free to contact me with questions.

Sincerely,

Laura Woodworth-Ney, Ph.D.
Executive Vice President and Provost
Professor of History
Idaho State University
Pocatello, Idaho 83209
208-282-4026/woodlaur@isu.edu



CONSENT
DECEMBER 17, 2020

UNIVERSITY OF IDAHO

SUBJECT

City Services Contract

REFERENCE

August 2010

Police Services contract approval between the University of Idaho and the City of Moscow

October 2017

Police, Fire, and EMS Services contract approval between the University of Idaho (UI) and the City of Moscow

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.I.3
Acquisition of Personal Property and Services

BACKGROUND/DISCUSSION

The University of Idaho (U of I) has completed the renegotiation of a proposed new Master Agreement for Services between the Regents of the University of Idaho and the City of Moscow, Idaho to provide police, fire, and preventative services to the U of I Moscow campus.

The University of Idaho has contracted with the City of Moscow since 1966 for Police law enforcement services. The University's continuing overarching goal is to provide effective police and security services to campus constituencies in a professional, friendly, and collaborative manner. It is important that all student, staff, faculty, and visitors feel safe and in fact are safe while on the Moscow campus.

The most recent contract between the City of Moscow and U of I was approved by the Board at its October 2017 meeting. The proposed contract requires the City of Moscow to provide seven dedicated sworn police personnel to conduct community policing and patrol on the Moscow campus; provide sworn police personnel to provide police support for special events; provide training to various members of the campus community on drug and alcohol abuse, sexual assault, and bystander intervention; assist U of I with threat assessments; staff an on-campus police substation; and meet with student leaders to discuss campus related issues. The proposed contract also formalizes the City of Moscow's obligation to provide certain fire and EMS services. Among other things, this portion of the contract requires the City of Moscow to provide fire prevention education services; provide fire response services; maintain a student resident volunteer fire program; provide equipment for special event fire prevention services; and facilitate Emergency Medical Services to U of I.

CONSENT
DECEMBER 17, 2020

IMPACT

The initial term of this agreement is from October 1, 2020 through September 30, 2025 with one five-year optional renewal and additional year-to-year renewals until terminated by either Party. Contracted annual services total \$1,460,775. This amount is a reduction from the prior contract. The annual price escalation has also been reduced to 1% for the second year, 2% for the third year, and subsequent increases may not exceed 3% annually. The U of I also agrees to pay extra for police and fire services for special events not listed in the contract. Further, U of I agrees to pay one-half of the cost of a future City of Moscow purchase of a Fire Department Ladder Truck Engine, which is currently estimated to cost U of I approximately \$750,000. This purchase is planned to take place sometime during the initial five-year agreement.

A specific term negotiated by the U of I was the effective date of the annual services amount. Once the contract is approved and executed by the parties, the effective date relates back to October 1, 2020 to match the agreed upon commencement date of the negotiated lower services charge for the first year. This allows the University to realize the savings from the new contract terms effective as of October 1.

Total value of the contract for the five-year initial term plus the five-year renewal but not including the subsequent year-to-year renewals, special event costs, or ladder truck purchase, is \$16,318,149 for the period of October 1, 2020 to September 30, 2030.

ATTACHMENTS

Attachment 1 – Proposed Master Agreement for Services

BOARD STAFF COMMENTS AND RECOMMENDATIONS

The University of Idaho has a long standing and successful relationship with the City of Moscow to provide needed services involving public safety. The relationship began in 2010 and was expanded in 2017. The proposed Agreement for Services provides stability to the University and protection for its students. The ability to coordinate reporting and provide preventative training allows the experts in the field to provide guidance. Staff recommends approval.

BOARD ACTION

I move to approve the request by the University of Idaho to enter into the Master Agreement for Services between the University of Idaho and the City of Moscow as proposed in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

MASTER AGREEMENT FOR SERVICES

This Master Agreement for Services (“Master Agreement”) is made and entered into by and between the Regents of the University of Idaho, a public corporation and state educational institution, and body politic and corporate organized and existing under the Constitution and laws of the State of Idaho (“University”) and the City of Moscow, Idaho, a municipal corporation of the State of Idaho (“City”), collectively the Parties.

RECITALS

University desires to obtain the services described herein of City; and

City has expertise and experience in providing the services described herein for the benefit of the University.

TERMS

The Parties, in recognition of the good and valuable consideration as further described herein, agree as follows:

1.0 Scope of Services

1.1 City agrees to perform such services as are set forth in this Master Agreement with the standard of care and skill customarily provided in the performance of such services, and University agrees to pay City such amounts as are specified in this Master Agreement, all upon the following terms and conditions:

1.2 Police Services. City agrees to provide community policing and patrol, tactical team support, and special events support.

1.2.1 Community Policing and Patrol. City will provide seven (7) dedicated sworn police personnel to conduct community policing and patrol, of which three (3)* are exclusive assignments to the Campus Division of the Moscow Police Department (MPD), generally based on the schedule below:

Campus Commander*	Monday-Friday 7:30 a.m. to 4:30 p.m.
Campus Community Policing Officer 1*	Monday-Friday 8:00 a.m. to 4:00 p.m.
Campus Community Policing Officer 2*	Tuesday-Saturday 1:00 p.m. to 9:00 p.m.
Detective/Narcotics	Tuesday-Friday 7:00 a.m. to 5:00 p.m.
Patrol 1	Wednesday-Saturday 5:00 p.m. to 3:00 a.m.
Patrol 2	Saturday-Tuesday 5:00 p.m. to 3:00 a.m.
Patrol 3	Tuesday-Saturday 9:00 p.m. to 7:00 a.m.

All efforts will be made to maintain the above schedule; however, changes may be made to provide flexibility and to address particular needs of the Parties. Whenever reasonably possible, changes should be communicated as soon as known to the University's Executive Director of Safety and Security as identified in Section 11.0.

Community policing and patrol services shall include, but are not limited to the following:

- a) providing community outreach by the police staff to campus constituents including students, staff and faculty;
- b) weekly review and planning meetings with other security and University staff;
- c) dignitary safeguarding;
- d) establishing a presence in the MPD Campus Division University substation;
- e) operating the campus gun locker as per the procedures agreed upon by the Parties;
- f) regular patrols, which may include vehicle, bicycle, or foot patrols as determined by the Parties to be most effective, and which will focus on the campus environment;
- g) at least three [3] special emphasis patrols;
- h) additional records reporting time to assist the University with Clery Act reporting requirements;
- i) regular duty-related overtime; and
- j) enforcement of limited access streets, University-owned streets, and open to the public streets.

The community policing and patrol services described in this Section are in addition to general law enforcement activities of MPD, which often occur on University campus. MPD can and does utilize other personnel within MPD to enforce the laws necessary to meet the University's needs and to fulfill the requirements of this Master Agreement.

1.2.2 Tactical Team Support. City will maintain a tactical team that is appropriately trained in crisis and emergency response that is related to the needs of University. Crisis and emergency response planning will be coordinated between University and City.

1.2.3 Special Events Police Support. City will provide sworn police personnel to provide special events police support for the following events:

- a) Dignitary visits requiring more special events support than can be provided by the Campus Commander and the two (2) Community Policing Officers;
- b) All home football games up to fourteen (14) officers, including command;
- c) All away football games: City may authorize the Campus Commander or designee to travel as member of traveling unit, with University paying for travel-related expenses;
- d) All men's and women's home basketball games up to four (4) officers;
- e) Three (3) special emphasis patrols;
- f) Special bookstore detail;
- g) Jazz Festival;
- h) Borah Symposium;
- i) Bellwood Lectures;
- j) Spring and Winter Commencements held in Moscow;
- k) Board of Regents meetings when held in Moscow.

1.2.4 Campus Division Police Special Services. City will provide Moscow Police Department (MPD) services for the following:

- a) Resident Life Advisors' training on marijuana recognition;
- b) Fraternity, Sorority and resident life students training on alcohol abuse, sexual assault, bystander intervention, etc.;
- c) Fraternities and Sororities will be assigned a specific MPD representative to assist with issues during the academic year;
- d) MPD will attend meetings with Chapter Greek advisors to mediate problems;
- e) MPD will attend and will provide information to the Dean of Students office at conduct meetings;
- f) MPD will provide immediate notification to a designated University representative of major incidents that occur on campus or major incidents involving University students;
- g) MPD will provide security during employee terminations;
- h) MPD may provide unpaid internships for University students to provide opportunity for University students to learn about law

enforcement and for relationship building and community policing purposes;

- i) MPD will provide to the Clery Act Compliance Assistant for University, a weekly summary of incidents that occurred on campus property;
- j) MPD will provide and assist with Clery Act documentation;
- k) When it will not interfere with its law enforcement and criminal investigatory duties, or the prosecution of cases, MPD will assist with University Title IX investigations by providing the University with access to investigatory reports and audio/video recordings of interviews, allowing University staff to observe interviews conducted by MPD, and coordinating investigations with University investigators;
- l) MPD will provide police presence during University football tailgate functions;
- m) MPD will perform threat assessment on subjects attending the University as requested in accordance with law;
- n) MPD will participate in the planning process of high-profile events on campus;
- o) MPD will provide campus substation onsite staffing;
- p) MPD will provide information on off-campus criminal conduct involving University students for University disciplinary purposes;
- q) MPD will participate in the Campus Community Coalition;
- r) MPD will present information about law and regulations, two to three (2 to 3) times a semester to international students;
- s) MPD will participate in presentations sponsored by the counseling and testing center on alcohol and drug use including programs such as the 'house party' or similar programs;
- t) MPD will provide weekly Clery Act reports to the office of public safety and security; and
- u) MPD will meet with student leaders (ASUI) and discuss campus-related issues:
 - Amnesty policies
 - Drug use
 - Sexual assaults
 - Tailgating

- Concerts

1.2.5 Additional Special Events Police Support. Any additional special events police support required by the University and furnished by City is to be charged on an actual as-needed basis, at the per hour, per officer rate, per City Fee Resolution as set by City Council each year. Any such additional special events support must be agreed upon and approved by both the University and City in writing prior to any use.

1.3 Fire Response and Prevention Services. City will provide fire response services through the Moscow Volunteer Fire Department (MVFD) with personnel who are appropriately trained in fire response and appropriately equipped relative to the needs of University, as well as University community fire education and fire prevention services. The MVFD is comprised of full-time City employees, dedicated volunteers from throughout the community, and resident firefighters.

1.3.1 University Community Fire Prevention Education Services. City will provide University community fire prevention education services when requested with reasonable notice by University;

1.3.2 Inspection services to include assistance to the Idaho State Fire Marshal's office as requested or required, including plan review assistance;

1.3.3 Semi-Annual fire safety and compliance inspections for fraternities and sororities;

1.3.4 Maintain a student resident volunteer fire program, which includes providing training and lodging for such student residents while participating in the resident program, which supports career education of University students and results in reduced response times;

1.3.5 Facilitate Emergency Medical Services (EMS) to the University;

1.3.6 Coordinate with the University Executive Director of Public Safety and Security in the preparation and presentation of emergency response and disaster training for University personnel;

1.3.7 Special Events Fire Prevention Services. City will provide necessary equipment for special events fire prevention services. University to pay reasonable costs to City as agreed to between City and University for the requested services;

1.3.8 University agrees to participate in one half (1/2) the cost of a future City purchase of a Fire Department Ladder Truck Engine, which is scheduled to be purchased during the initial five (5) year term of this Master Agreement. The City will provide the University with twelve (12) months' notice prior to the purchase of the Ladder Truck Engine.

1.3.9 The City will provide immediate notification to a designated University representative of major fire response incidents that occur on campus or major incidents involving University students.

1.4 City shall be responsible for any additional functions as are necessary to provide the services set forth in Sections 1.2 and 1.3, including but not limited to emergency services dispatch.

1.4.1 City operates and/or contracts for an Active911 system which generates emergency services information from Whitcom Dispatch. City, pursuant to the Active911 Confidentiality Agreement between MPD and University for Clery Act purposes, allows University access to Active911 to allow notification to University's Executive Director of Safety and Security when it dispatches City personnel to the University campus, as long as it does not interrupt essential emergency communications.

1.4.2 Active911 allows access to University's Executive Director, Safety and Security, for any report of a crime of violence or a felony occurring within the City of Moscow as long as it does not interrupt essential emergency communications.

1.4.3 The notifications from dispatch described in Sections 1.4.1 and 1.4.2 shall be done through the use of Active911 or other similar response notification systems, which access by the University shall be approved and sponsored by City, but for which University shall pay any Active911 license fees.

1.5 City agrees to perform the services set forth in Sections 1.2 and 1.3, to the reasonable satisfaction of the University.

1.6 The University's liaison overseeing the services provided under this Master Agreement is Executive Director, Public Safety & Security or designee.

1.7 The Parties may from time-to-time extend the scope of services or omit services previously ordered, and the provisions of this Master Agreement shall apply to all such additions and omissions. All such additions and omissions must be in a writing executed by both Parties in order to be effective.

2.0 Fees and Expenses

2.1 University agrees to pay one million four hundred sixty thousand seven hundred seventy-five dollars (\$1,460,775) for all services set forth in Section 1.0, with the exception of services as requested by the University, pursuant to Sections 1.2.5 and 1.3.7.

2.2 The amount described in Section 2.1 shall automatically change on October 1, 2021, to include a one percent (1%) annual rate increase.

2.3 The amount described in Section 2.2 shall automatically change on October 1, 2022, to include a two percent (2%) annual rate increase.

2.4 The amount described in Section 2.3 shall automatically change on October 1, 2023, and on October 1 of each subsequent year, including renewals, if any, to include a three percent (3%) annual rate increase over the previous year.

2.5 City agrees that City is solely providing a service to University and no employment relationship is being created under this Master Agreement.

3.0 Term

This Master Agreement shall commence on October 1, 2020, and shall remain in force and effect for a five (5) year term that may, by agreement by the Parties, be extended for one (1) additional five (5) year term or until terminated pursuant to Section 9.0. At the end of the second five (5) year term, this Master Agreement will continue on a year-to-year basis or until terminated by either Party, pursuant to Section 9.0.

4.0 City's Capacity and Responsibilities.

4.1 It is expressly understood that City is an independent contractor and not the agent, partner, or employee of University. City and City's workers are not employees of University and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any University employee benefits, statutory or otherwise.

4.2 City shall not have the authority to enter into any contract or agreement to bind University and shall not represent to anyone that City has such authority.

4.3 City represents and warrants to University that in performing the services called for hereunder, City will not be in breach of any agreement with a third party.

4.4 In the event that City subcontracts for the services to be provided herein, City shall remain liable for all obligations and commitments under this Master Agreement and shall ensure that any necessary obligations and commitments flow through to the subcontractor(s) of any tier.

5.0 Confidentiality of Information.

5.1 City and University agree to keep confidential and to not disclose to third parties any information provided by the other Party pursuant to or learned by the other Party during the course of this Master Agreement unless the Party has received the prior written consent of the other Party to make such disclosure. This obligation of confidentiality does not extend to any information that:

5.1.1 Was in the possession of Party at the time of disclosure by the other Party, directly or indirectly; or

5.1.2 Is or shall become, through no fault of either Party, available to the general public; or

5.1.3 Is independently developed and hereafter supplied to either Party by a third party without restriction or disclosure; or

5.1.4 Is required to be disclosed pursuant to the Idaho Public Records Law (Idaho Code §§ 74-101, et seq.) or a lawfully issued subpoena or court order.

5.2 This provision shall survive expiration and termination of this Master Agreement.

6.0 Invoices and Payment Schedule

For services provided under this Master Agreement, other than those under Section 1.2.5 and 1.3.7, City shall provide the University with a single invoice at the beginning of each annual billing period. Invoices shall reference the applicable services under this Master Agreement. University shall pay City with monthly installments pro-rated equally over the ensuing billing period. Such monthly installments shall be paid on the last day of each calendar month. The first payment for each billing period shall be due one (1) month after the invoice is due from City. By way of example, the invoice for the first billing period shall be due to University by October 1, 2020, and shall be paid by University in equal monthly installments by the last day of each calendar month beginning October 31, 2020 and ending September 30, 2021.

Invoices for any services provided under Section 1.2.5 and 1.3.7 must include a copy of the written authorization by University for such additional special events support. Additional services for additional fees outside the Scope of this Master Agreement, need to be in writing and signed by both Parties. These invoices shall be delivered to University no later than the fifteenth (15th) calendar day of the month immediately following the month in which the additional special events support was used. University shall pay the invoice amount within thirty (30) days of receipt of the invoice.

7.0 RESERVED

8.0 Family Education Rights and Privacy Act (FERPA)

When any MPD officer performs duties under this Master Agreement that University employees would otherwise perform, including, but not limited to, those functions in section 1.2.4, that MPD officer will be considered to be acting as a school official and may be provided personally identifiable information from a student's education record protected by FERPA. As to any FERPA-protected information that is shared pursuant to this Section 8.0, City agrees that it is (1) performing an institution service or function for which University would otherwise use employees; (2) under the direct control of University with respect to the use and maintenance of education records; and (3) subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and re-disclosure of personally identifiable information from education records. City agrees that any information provided pursuant to this section may not be re-disclosed to any person without complying with 34 CFR §§ 99.31, 99.32 and 99.33, and that the information may not be used for any reason other than the reason for which it is provided. City agrees to either destroy the education records in a manner that completely protects the confidentiality of the student information, or return the information to University upon the termination of this Master Agreement. Any MPD officer not performing duties under this Master Agreement that would ordinarily be performed by a University employee, including, but not limited to, conducting criminal investigations, is not considered a school official and will not be entitled to obtain personally identifiable information

from a student's education records unless (1) the MPD officer has the written consent of the student; or (2) an exception from 34 CFR § 99.31 to the written consent requirement applies.

University will provide FERPA training to all MPD officers in order for MPD to comply with FERPA requirements.

9.0 Termination of Master Agreement. In the event of termination, each Party will account for the property in its possession belonging to the other Party, and will dispose of it in the manner the other Party directs.

9.1 Termination for Convenience. Either Party may terminate this Master Agreement after the initial five (5) year term or for any reason upon one (1) year's prior written notice after the initial five (5) year term.

In the event of termination for convenience, City shall be paid the pro-rata share of the payment amount in Section 2.1 for work performed up to the time of termination for convenience.

9.2 Termination for Cause.

Either Party may terminate this Master Agreement for cause, after providing the breaching Party with notice of breach and the opportunity to cure within three (3) weeks, which cure time may be longer if mutually agreed to by the Parties in writing.

Cause or breach in this Master Agreement means:

- a) Intentional disclosure of the other Party's confidential information contrary to Section 5 of this Master Agreement;
- b) Failure to perform the services described in this Master Agreement in the manner called for in this Master Agreement;
- c) Failure to comply with any provision of this Master Agreement.

In the event of termination for cause, City shall be paid the pro-rata share of the payment amount in Section 2 for services performed before notice of breach is given. For work performed after notice is given, City shall be paid a reasonable price for services that are performed in accordance with the manner of performance set forth in this Master Agreement.

10.0 Attorneys' Fees

In the event of any controversy, claim or action being filed or instituted between the Parties to this Master Agreement to enforce the terms and conditions of this Master Agreement or arising from the breach of any provision hereof, the prevailing Party will be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorneys' fees, incurred by the prevailing Party, whether or not such controversy or claim is litigated or prosecuted to judgment. The prevailing Party will be that Party who was awarded judgment as a result of trial or arbitration, or who receives a payment of money from the other Party in settlement of claims asserted by that Party.

11.0 Notice

Any notice under this Master Agreement shall be in writing and shall be delivered either (1) in-person; (2) by delivery service; (3) by certified mail with return receipt requested; or (4) by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing:

University: University of Idaho
Contracts and Purchasing Services
875 Perimeter Drive MS 2006
Moscow, Idaho 83844-2006
Attn.: Director of Contracts and Purchasing Services
Phone: (208) 885-6116
Fax: (208) 885-6060

with Copy to: University of Idaho
Office of Public Safety and Security
875 Perimeter Drive MS 2285
Moscow, Idaho 83844-2285
Attn: Executive Director, Public Safety & Security
Phone: (208) 885-7179
Fax: (208) 885-7001

City: City of Moscow
206 East Third Street
P O Box 9203
Moscow, Idaho 83843
Attn: City Supervisor
Phone: (208) 883-7006
Fax: (208) 883-7018

Any notice shall be deemed to have been given on the earlier of (1) actual delivery or refusal to accept delivery; (2) the date of mailing by certified mail; or (3) the day facsimile delivery is verified. Actual notice, however and from whomever received, shall always be effective at time of receipt.

12.0 Entire Agreement; Modification

This Master Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and may not be amended except by an agreement signed by the City and an authorized representative of the University.

13.0 Severability

The terms of this Master Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

14.0 Governing Law; Forum

Any legal proceeding instituted between the Parties shall be in the courts of the County of Latah, State of Idaho, and each of the Parties agrees to submit to the jurisdiction of such courts. It is further agreed that this Master Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho.

15.0 Paragraph Headings

The paragraph headings in this Master Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Master Agreement except as expressly stated in such paragraph.

16.0 Non-Waiver

The delay or failure of either Party to exercise any of its rights under this Master Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

17.0 Assignment

City may not assign the rights or delegate the obligations under this Master Agreement without the University's prior written consent.

18.0 Accounting; Audit

For a period of three (3) years following completion of the services called for hereunder, the University or its authorized representatives shall be afforded access at reasonable times to City's accounting records relating to the services set forth herein in order to audit all charges for the services.

19.0 Nondiscrimination

City shall not discriminate against any employee or applicant for employment in the performance of this Master Agreement, with respect to tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, national origin, religion, sex, sexual orientation and gender identity/expression, age, disability, or status as a Vietnam-era veteran. Breach of this covenant may be regarded as a material breach of this Master Agreement.

20.0 Compliance with Rules, Regulations, and Instructions.

The duties and responsibilities required under this Master Agreement shall be performed in accordance with all local, state and federal law. Failure to perform these obligations in conformity with controlling law may be construed as a material breach of this Master Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Master Agreement:

The Regents of the University of Idaho

City of Moscow

Name

Bill Lambert, Mayor

Title

ATTEST:

Laurie M. Hopkins, City Clerk

Date

Date

CONSENT
DECEMBER 17, 2020

BOISE STATE UNIVERSITY

SUBJECT

Discontinue Master of Health Science

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Boise State University proposes the discontinuation of the Master of Health Science (MHS) degree program. The discontinuation comes following the approval of a new Master of Public Health (MPH) degree program at the Idaho State Board of Education's August 2020 meeting. Students currently enrolled in the MHS degree are eligible and encouraged to transition to the new and more broadly recognized MPH degree program.

IMPACT

The discontinuation of the MHS program will have no impact on current students. Current students can still elect to graduate under the MHS degree program if they wish. However, most, if not all, will elect to transition to the new MPH degree program. The switch from the MHS to the MPH will not affect a student's course requirements, nor will it delay their graduation.

There are no financial impacts from the discontinuation of the MHS, as resources have transitioned to the MPH.

ATTACHMENTS

Attachment 1– Proposal to Discontinue the Master of Health Science

STAFF COMMENTS AND RECOMMENDATIONS

As provided in their program proposal, current students will be afforded opportunities to complete their MHS program if they choose; and faculty will continue to teach courses and advise students as part of the new Master of Public Health. Board Policy III.G.3.c.i (3) requires Board approval of any graduate program discontinuation prior to implementation, regardless of fiscal impact. The Council on Academic Affairs and Programs and Board staff reviewed the proposed program discontinuation. Staff recommends approval.

BOARD ACTION

I move to approve the request by Boise State University to discontinue the Master of Health Science as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

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Dr. Tammi Vacha-Haase

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Boise State proposes the discontinuation of the traditional face-to-face Master of Health Science (MHS). The discontinuation comes following the approval of a new Master of Public Health (MPH) degree at the State Board of Education's August, 2020 meeting. Currently enrolled students in the MHS degree are able to transition to the new MPH degree starting in Fall 2020.

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Students currently enrolled in the MHS degree program will be able to transition to the new MPH degree program. The discontinuation of the MHS will not cause any change in current course offerings.

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Boise State will now offer an MPH degree in lieu of the discontinuation of the MHSÄÄÄ

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Students have received communication regarding the approval of the new MPH degree and have been presented with the option of transitioning to the new MPH program. Switching from the MHS to MPH will not affect a student's course requirements, nor will it delay their graduation.

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BSU	Master of Public Health	In-Person: Includes any the concentrations options, Prevention and Intervention Programming, Systems Analysis and Innovation, Health Management and Leadership.
ISU	Master of Public Health	In-Person/Online options: Offers generalist curriculum and traditional which includes courses of study in epidemiology, biostatistics, social and behavioral sciences, and health

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Existing Similar Programs: Historical enrollments and graduate numbers								
Institution and Program Name	Headcount Enrollment in Program				Number of Graduates From Program			
	FY16	FY17	FY18	FY19	FY16	FY17	FY18	FY19
BSU Master of Health Science (now MPH)	45	47	46	39	9	17	17	13
ISU Master of Public Health	32	31	22	21	8	2	8	7

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The discontinuance will not have an impact on other programs at the University. The discontinuation does not impact the mission of the University.

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There will be no changes to faculty workload assignments. Faculty will continue teaching the courses and advising graduate students as part of the new MPH program.

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None. The discontinuation of the MHS degree will see the resources used to support the program transitioned to the new MPH program.

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Ä	E. Indirect Costs (overhead)	ÄÄÄ	Ä	ÄÄÄ	Ä	ÄÄÄ	Ä	ÄÄÄ	Ä	ÄÄÄ	Ä	ÄÄÄ	Ä	ÄÄÄ
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Ä	TOTAL EXPENDITURES:	ÄÄÄ	Ä	ÄÄÄ	Ä	ÄÄÄ	Ä	ÄÄÄ	Ä	ÄÄÄ	Ä	ÄÄÄ	Ä	ÄÄÄ
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**CONSENT
DECEMBER 17, 2020**

PROFESSIONAL STANDARDS COMMISSION

SUBJECT

University of Idaho New Program Proposal: Master in Teaching

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-114, 33-1254, and 33-1258, Idaho Code
Idaho Administrative Code, IDAPA 08.02.02, Section 100 - Official Vehicle for the
Approval of Teacher Preparation Programs

BACKGROUND/DISCUSSION

During the September meeting of the Professional Standards Commission (PSC), the Standards Committee of the PSC conducted a new program approval desk review of the Master of Arts in Teaching program proposed by University of Idaho (UI). Through review of the proposal, the Standards Committee gained a clear understanding that Idaho Core Teaching Standards will be met through the proposed program.

On September 18, 2020, the full PSC voted to recommend UI's proposed Master in of Arts in Teaching program to the State Board of Education for conditional approval. With this conditionally approved status, UI may admit candidates to the Master of Arts in Teaching program. This new program will be revisited during the next regularly scheduled educator preparation program review.

IMPACT

This new program will enable the University of Idaho to prepare educators who seek to attain a Master of Arts in Teaching and obtain an Idaho educator credential.

ATTACHMENTS

Attachment 1 – New Program Proposal, Master of Arts in Teaching

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Pursuant to Section 33-114, Idaho Code, the review and approval of all teacher preparation programs in the state is vested in the State Board of Education. The program reviews are conducted for the Board through the PSC. Recommendations are then brought forward to the Board for consideration. The review process is designed to ensure the programs are meeting the Board-approved standards for Initial Certification of Professional School Personnel (Certification Standards) for the applicable program areas. Certification Standards are designed to ensure that educators are prepared to teach the state content standards for their applicable subject areas and are up-to-date on best practices in various teaching methodologies.

Current practice is for the Commission to review new programs and make recommendations to the Board regarding program approval. New program

CONSENT
DECEMBER 17, 2020

reviews are conducted through a “Desk Review” and do not include an on-site review. The Commission review process evaluates whether or not the programs meet or will meet the approved Certification Standards for the applicable certificate and endorsement area. The Commission may recommend to the Board that a program be “Approved,” “Not Approved,” or “Conditionally Approved.” Programs conditionally approved are required to have a subsequent focus visit. The focus visit is scheduled three years following the conditional approval, at which time the Commission forwards a new recommendation to the Board regarding approval status of the program.

Once approved by the Board, candidates completing these programs will be able to apply for a Standard Instructional Certificate with an endorsement in the area of study completed.

BOARD ACTION

I move to accept the recommendation of the Professional Standards Commission and to conditionally approve the University of Idaho Master of Arts in Teaching program as an approved educator preparation program for certification purposes.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

Thursday, September 3, 2020 at 09:31:17 Pacific Daylight Time

Subject: Signature for Idaho Professional Standards Commission
Date: Thursday, September 3, 2020 at 9:29:32 AM Pacific Daylight Time
From: Darragh, Janine (janined@uidaho.edu)
To: Raney, Taylor (tcraney@uidaho.edu)
Attachments: image001.jpg

Dr. Raney,

I have reviewed the proposal to go to the Idaho Professional Standards Commission and am sending this email in lieu of an ink signature to demonstrate my support for it going forward.

Sincerely,

Janine

JANINE JULIANNA DARRAGH, Ph.D., NBCT
Associate Professor of Literacy and ESL
Director of Graduate Studies, Master of Curriculum & Instruction
College of Education, Health and Human Sciences
Office: ED 409
janined@uidaho.edu
208-885-0353



MEMO

To: Idaho Professional Standards Commission

From: Taylor Raney, Director of Teacher Education, University of Idaho

Thank you for considering this proposal for our Master of Arts in Teaching program. There are a few items I would like to address that may save some questions as you review the enclosed documentation.

This program is developed in parallel with our already-approved education core program. There are differences that constitute this program as a graduate level program, however these are not applicable to the *Idaho Standards for Initial Certification of Professional School Personnel*.

I altered this form to remove the column entitled "Enhancement Standards Knowledge and Performance," as this proposal addresses only the core standards.

The form requests the date this was submitted to the State Board of Education. I don't have the exact date, as this was done on my behalf through our provost's office. It was approved by the Board, however, on June 10, 2020. This is represented in their June meeting minutes on page three.

There are three sections available for each standard on the attached form. I entered assignments chronologically as candidates will encounter them in the program, as novice, developing, and proficiency. For example, Standard 1: Learner Development, candidates are expected to demonstrate a novice understanding early in the program through the case study assignments, developing level in their content-specific methods courses/practicums, and proficiency in the Common Summative Assessment associated with the student teaching semester.

The content-specific methods courses correspond with the discipline candidates endeavor to teach. For example, future English teachers complete EDCI 431: Secondary English Methods and the associated practicum, EDCI 441. I chose not to write a list of those on the form but am happy to go into further detail, should that be requested.

NEW/REVISED PROGRAM FOR EDUCATOR CERTIFICATION: REQUEST FORM

Name of Institution	University of Idaho	Date of Submission	9/3/2020
New Program Name	Master of Arts in Teaching (MAT)	Certification/Endorsement	Core

<p>All new educator preparation programs from public institutions require Program Review and Approval by the State Board of Education.</p>	<p>Is this a request from an Idaho public institution? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, on what date was the Proposal Form submitted to the State Board of Education? <i>Click or tap to enter a date.</i></p>
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Section I: Please document how the program will cover the knowledge and performance standards outlined in the [Idaho Standards for Initial Certification of Professional School Personnel](#). Pupil Personal Preparation programs will only need to address content specific standards.

Directions: The table below includes the name of each standard. Complete the table by adding the specific knowledge and performance enhancement standards that are applicable to the new program. Please be as detailed as possible regarding how the new program aligns with current standards. Do not link to outside documents or websites. If you wish to include supporting documents, please condense into one document with a clear title and explanation of how the information supports the request. This request form must be submitted at least two weeks before the next scheduled Professional Standards Commission (PSC) meeting (schedule can be found on the [PSC webpage](#)). Request forms missing dated signatures will not be considered. Pupil Personal Preparation programs will need to revise the standards to address the content specific standards. Standards can be found in the [Idaho Standards for Initial Certification of Professional School Personnel](#).

STANDARD	Coursework
Standard 1 Learner Development	EDCI 543: Learning, Development, and Assessment – case studies
	Content-Specific Methods Course and Practicum – Lesson planning
	EDCI 598: Internship – Common Summative Assessment
Standard 2 Learning Difference	EDCI 550: Contexts of Education – Reading Reflection
	EDSP 520: Education of People with Disabilities – UDL Assignment
	EDCI 598: Internship – Common Summative Assessment
Standard 3 Learning Environments	EDCI 544: Teaching Culturally Diverse Learners – Classroom Management Plan
	Content-Specific Methods Course and Practicum – Lesson planning
	EDCI 598: Internship – UIdaho TPA: Context

STANDARD	Coursework
Standard 4 Content Knowledge	Praxis or prior degree
	Content-Specific Methods Course and Practicum – Lesson planning and delivery
	EDCI 598: Internship – Uldaho TPA Part 3: Assessment
Standard 5 Application of Content	EDCI 544: Teaching Culturally Diverse Learners – Practicum Lesson Plan & Reflection
	Content-Specific Methods Course and Practicum – Lesson delivery
	EDCI 598: Internship – Uldaho TPA, Part 2: Lesson Delivery
Standard 6 Assessment	EDCI 543: Learning, Development, and Assessment – Common Core
	Content-Specific Methods Course and Practicum – Lesson reflection
	EDCI 598: Internship – Uldaho TPA Part 3: Assessment
Standard 7 Planning for Instruction	EDCI 544: Teaching Culturally Diverse Learners – Practicum Lesson Plan & Reflection
	Content-Specific Methods Course and Practicum – Lesson Plan
	EDCI 598: Internship – Uldaho TPA, Part 1: Planning for Instruction
Standard 8 Instructional Strategies	EDCI 545: Technology, Teaching and Learning – Teaching with Technology Statement & EDCI 563: Literacy Methods for Content Learning – Integrated Lesson Plan
	Content-Specific Methods Course and Practicum – Lesson Plan
	EDCI 598: Internship – Uldaho TPA, Part 1: Planning for Instruction
Standard 9 Professional Learning and Ethical Practice	EDCI 550: Contexts of Education – Service Learning Project
	EDCI 501: Internship Seminar – Dispositional Assessment
	EDCI 598: Internship – Common Summative Assessment
Standard 10 Leadership and Collaboration	EDCI 550: Contexts of Education – Service Learning Project
	EDCI 520: Critical Issues in Education – Research assignment
	EDCI 598: Internship – Common Summative Assessment

Section II: New Program Course Requirements

Directions: Copy the endorsement language from [IDAPA 08.02.02 - Rules Governing Uniformity](#), into the space below, and list the specific course requirements for the new program, including course numbers, titles, and course descriptions. Explain how the program will meet the requirements listed in the IDAPA endorsement language.

Supporting documents may be considered if they clearly explain how the documents support the request. Ensure each supporting document is clearly titled, and combine all supporting documents into one file. Links to outside documents or websites will not be considered.

01. Standard Instructional Certificate. A Standard Instructional Certificate makes an individual eligible to teach all grades, subject to the grade ranges and subject areas of the valid endorsement(s) attached to the certificate. A standard instructional certificate may be issued to any person who has a baccalaureate degree from an accredited college or university and who meets the following requirements: (3-29-17)

a. Professional education requirements: (3-29-17)

i. Earned a minimum of twenty (20) semester credit hours, or thirty (30) quarter credit hours, in the philosophical, psychological, methodological foundations, instructional technology, and in the professional subject matter, which shall include at least three (3) semester credit hours, or four (4) quarter credit hours, in reading and its application to the content area; (3-29-17)

ii. The required minimum credit hours must include at least six (6) semester credit hours, or nine (9) quarter credit hours, of student teaching in the grade range and subject areas as applicable to the endorsement; and (3-29-17)

Program Requirements

EDCI 520 Critical Issues in Education (3 credits) This course helps students understand contemporary policy trends and research that are helping to shape the American educational landscape and encourages them to reflect on the meaning of education and schooling in a diverse society and to examine the moral and ethical responsibilities of teaching in a democracy.

EDCI 543 Learning, Development and Assessment (3 credits) Exploration of theories of learning and human development and the use of this knowledge to support student success in classroom settings. Provides a practical understanding of motivation as a classroom management tool. Develops a fundamental understanding of assessment terminology; the uses of assessment and its relationship to student success.

EDCI 544 Teaching Culturally Diverse Learners (3 credits) An examination of cultural and linguistic diversity in classrooms. Explores strategies for creating the culturally inclusive classroom that values diversity and supports student success. Examines the use of instructional planning as a tool for motivation and classroom management. Includes practicum in K-12 classrooms.

EDCI 545 Technology, Teaching and Learning (2 credits) Specific methods, research, and strategies providing proficiency in relevant technology skills and practices to enhance classroom management and instruction.

EDCI 550 Contexts of Education (3 credits) Introduction to the philosophical, social, cultural, historical, legal and political contexts of schooling. Develops an understanding of the sources of curriculum, standards, and assessments. Explores what it means to become a successful teacher committed to student success through the development of observation and analysis skills. Requires additional 20 hours of service learning.

EDCI 563 Literacy Methods for Content Learning (3 credits) Theory of and practical strategies for extending and reinforcing student learning of subject matter through reading and writing. Additional projects/assignments required for graduate credit.

Content-Specific Methods Course and Practicum (3 + 1 credits) Specific methods, research, curricula, and media in teaching Secondary _____ Methods.

EDCI 598 Internship (10 credits) Currently offered in public school teaching

EDCI 501 Internship Seminar (1 credit)

Total: 32 credits

Signature of College Chair/Director/Dean	<i>Taylor Rancy</i>	Date	8/31/2020
Signature of Graduate Chair/Director/Dean, or other official (if applicable)	<i>Janine Darragh</i>	Date	8/31/2020

**Applications without appropriate dated signatures will not be considered.*

**CONSENT
DECEMBER 17, 2020**

PROFESSIONAL STANDARDS COMMISSION

SUBJECT

Emergency Provisional Certificates

REFERENCE

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 approved twenty-four (24) provisional certificates for the 2019-20 school year.
June 2020	Board approved two (2) provisional certificates for the 2019-20 school year.
August 2020	Board reviewed one (1) provisional certificates for the 2020-21 school year.

APPLICABLE STATUTE, RULE, OR POLICY

Sections 33-1201 and 33-1203, Idaho Code

BACKGROUND/DISCUSSION

Fifteen (15) emergency provisional applications were received by the State Department of Education from the school districts listed below. Emergency provisional applications allow a district/charter to request one-year emergency certification for a candidate who does not hold a current Idaho certificate/credential, but who has the strong content background and some educational pedagogy, to fill an area of need that requires certification/endorsement. 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.

Butte County Joint School District #111

Applicant Name: Bryton Pancheri

Content & Grade Range: All Subjects K-8

Degree: AA, Elementary Education 12/2018

Declared Emergency: July 20, 2020 Butte County Joint School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There was one applicant and one interview. Howe Elementary is a rural, remote elementary school in the Butte County School District. This vacancy exists because the teacher in Howe was transferred to a different school. There have been no other applicants in the district except for Ms. Pancheri. This particular school has only one teacher. If the district cannot fill this position, the school will close. School closure would have a very negative effect on our community.

**CONSENT
DECEMBER 17, 2020**

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Butte County Joint School District's request for Bryton Pancheri without reservation.

Caldwell School District #132

Applicant Name: Monique Michel-Duarte

Content & Grade Range: Music K-12

Degree: 76 semester-credits

Declared Emergency: August 24, 2020 Caldwell School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: The district had four applicants and one interview. Due to Covid-19 concerns, the assigned music teacher requested to take a leave of absence. The request for leave was submitted July 13, 2020, which left little time to find a qualified replacement.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Caldwell School District's request for Monique Michel-Duarte without reservation.

Cassia County Joint School District #151

Applicant Name: Angelis Solis

Content & Grade Range: All Subjects K-8

Degree: AA, Nursing 5/2016

Declared Emergency: September 1, 2020 Cassia County Joint School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: Vacancy announced on District website, four applicants applied for the vacancy and were interviewed.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Cassia County Joint School District's request for Angelis Solis without reservation.

Coeur d'Alene School District #271

Applicant Name: Kendell Marshall

Content & Grade Range: School Psychologist

Degree: BS, Psychology 7/2018 and enrolled in School Psychology program with Gonzaga University

Declared Emergency: October 5, 2020 Coeur d'Alene School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were 13 applicants and 5 interviews. During the 2019-20 school year, the district went with one School Psychologist position unfilled. This Spring, the district had five positions open. We had three resignations and two new positions available. We opened the positions from January 29, 2020 through June 29, 2020. We had thirteen applicants and reviewed all candidates. Of the thirteen, five did not complete any part of the application but their name, two were not qualified to apply, one declined an interview, and the remaining five were interviewed and hired. Kendell is enrolled in Gonzaga to be certified as the School Psychologist.

**CONSENT
DECEMBER 17, 2020**

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Coeur d'Alene School District's request for Kendell Marshall without reservation.

Coeur d'Alene School District #271

Applicant Name: Rachel Meyer

Content & Grade Range: School Psychologist

Degree: BA, Liberal Studies 8/2006

Declared Emergency: October 5, 2020 Coeur d'Alene School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were 13 applicants and 5 interviews. During the 2019-20 school year, the district went with one School Psychologist position unfilled. This Spring, the district had five positions open. We had three resignations and two new positions available. We opened the positions from January 29, 2020 through June 29, 2020. We had thirteen applicants and reviewed all candidates. Of the thirteen, five did not complete any part of the application but their name, two were not qualified to apply, one declined an interview, and the remaining five were interviewed and hired. Rachel is enrolled in Gonzaga's School Psychologist preparation program.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Coeur d'Alene School District's request for Rachel Meyer without reservation.

Coeur d'Alene School District #271

Applicant Name: Diana Schmitt

Content & Grade Range: School Psychologist

Degree: BA, Elementary Education with SpEd concentration and MS, Curriculum and Instruction 1/2017

Declared Emergency: October 5, 2020 Coeur d'Alene School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were 13 applicants and 5 interviews. During the 2019-20 school year, the district went with one School Psychologist position unfilled. This Spring, the district had five positions open. We had three resignations and two new positions available. We opened the positions from January 29, 2020 through June 29, 2020. We had thirteen applicants and reviewed all candidates. Of the thirteen, five did not complete any part of the application but their name, two were not qualified to apply, one declined an interview, and the remaining five were interviewed and hired.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Coeur d'Alene School District's request for Diana Schmitt without reservation.

Elevate Academy #523

Applicant Name: Erick Valenzuela

Content & Grade Range: Natural Science 6-12

Degree: BS, Biology 5/2011

CONSENT
DECEMBER 17, 2020

Declared Emergency: July 13, 2020 Elevate Academy Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: We have worked with one of the candidates before and they would not fit this situation and they were under contract with their current district for the upcoming school year. We did not have any other applicants.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Elevate Academy's request for Erick Valenzuela without reservation.

Forrester Academy, Inc. #495

Applicant Name: Deborah Mann

Content & Grade Range: All Subjects K-8

Degree: BS, Recreation Management and Youth Leadership 8/1999

Declared Emergency: August 24, 2020 Forrester Academy, Inc. Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were two applicants and two interviews. The English/Language Arts teacher notified the administration of her need to be released from her contract on August 19, 2020, and the school had already been in session for two days. In order to provide ELA instruction for the 2020-21 school year, the position had to be filled. After receiving two applications, and interviewing both candidates, the position was offered to Deborah.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Forrester Academy, Inc.'s request for Deborah Mann without reservation.

Forrester Academy, Inc. #495

Applicant Name: Cassandra Smouse

Content & Grade Range: All Subjects K-8

Degree: HBS, Health Science 5/2014

Declared Emergency: August 24, 2020 Forrester Academy, Inc. Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were two applicants and two interviews. Cassandra worked as a teacher for Forrester Academy last school year (2019-20) and had scheduled to take two ABCTE tests last Spring. However, due to Covid and the testing centers shutting down, she was unable to take the tests. She now is scheduled to take the test next month (October 16 and 23). If the testing centers had not shutdown, she would have taken the test back in the Spring. This candidate is enrolled in ABCTE but would not have qualified on the USECC rubric.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Forrester Academy, Inc.'s request for Cassandra Smouse without reservation.

Idaho Falls School District #91

Applicant Name: Pat Gyles

Content & Grade Range: School Principal

Certified: Natural Science, Earth and Space Science, PE and Health

CONSENT
DECEMBER 17, 2020

Declared Emergency: August 12, 2020 Idaho Falls School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: Mr. Gyles is uniquely qualified to serve as the instructional leader for School District 91 Online Academy. He served as science teacher for 25 years and has 13 years of experience as an online teacher for IDLA. He has served as the lead professional development teacher with an emphasis on designing and implementing online learning. He has designed courses that can be used in a blended setting or taken online. He has also served as the district's technology mentor specialist. Given Mr. Gyles' roles with the school district, we believe he has the knowledge and ability to be the administrator of our new online school. He has the desire to complete the coursework for an administrative credential, but with the time commitment of opening a new online school, he will not enroll until the 2021-22 school year.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Idaho Falls School District's request for Pat Gyles without reservation.

Jefferson County Joint School District #251

Applicant Name: Juo Fang Liao

Content & Grade Range: All Subjects K-8

Degree: BS, Psychology 4/2020

Declared Emergency: October 19, 2020 Jefferson County Joint School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were seven applicants and three interviews. Ms. Liao was one of seven candidates that were considered for this position. Of the three candidates interviewed, one declined the position, and we hired Ms. Liao and another candidate for our two open positions at South Fork Elementary. It is very difficult to find Mandarin speaking candidates for our Chinese Immersion program, especially with the current visa situation due to Covid-19. We keep these positions open most of the year and actively recruit, but still have difficulty. The rural nature of our district also contributes to the lack of qualified candidates. This candidate is enrolled in ABCTE but would not have qualified on the USECC rubric.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Jefferson County Joint School District's request for Juo Fang Liao without reservation.

Kuna Joint School District #3

Applicant Name: Jaymie Quigley

Content & Grade Range: Mathematics 6-12

Certified: Expired ABCTE Interim certification on 8/31/2020 for Mathematics 6-12, BS, Teacher Education – Social Science

Declared Emergency: September 8, 2020 Kuna Joint School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were no qualified applicants. Jaymie has taught for us since 2015-16, in one math department. She taught with an

CONSENT
DECEMBER 17, 2020

Alternative Authorization and then later with an Interim Certificate. Covid-19 and Jaymie's family and health delayed her taking the TMT. She is registered and had paid for this course on September 13, 2020. Math is a hard to fill position and at this late date, we need her.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee does not recommends Kuna Joint School District's request for Jaymie Quigley due to the fact that she has had seven years of certification attempts. She needs to complete the TMT and apply for certification.

Lapwai School District #341

Applicant Name: Whitney Palmer

Content & Grade Range: Natural Science 6-12

Degree: BA, Social Sciences 5/2007

Declared Emergency: September 21, 2020 Lapwai School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were three applicants and three interviews. Our Secondary Science Teacher Jake Genthos gave notice on June 25, due to taking a position in Clarkston (Washington) School District. Whitney has been teaching Middle School Science in Texas for several years. The other candidates had certificates but their former employers said don't hire them. Whitney had good references and is enrolled in Lewis-Clark State College's educator preparation program for Natural Science.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Lapwai School District's request for Whitney Palmer without reservation.

Minidoka County Joint School District #331

Applicant Name: Crystal Arizpe

Content & Grade Range: All Subjects K-8

Degree: BS, Concentration in Small Business Management and Entrepreneurship 5/2017

Declared Emergency: August 17, 2020 Minidoka County Joint School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were four applicants that applied for the position. None of the applicants were currently certified. Two were interviewed, Crystal and one who previously held a teaching certificate. Crystal had an overall better score than the other applicant and showed more enthusiasm for the position. The previous teacher turned in her resignation June 29, 2020. The position was posted that day and stayed open until August 2, 2020. Crystal has her Bachelor's degree in Business Administration and is planning on participating in the ABCTE program or enrolling at the College of Southern Idaho to gain her Idaho Standard Instructional Certification with an All Subjects K/8 endorsement.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Minidoka County Joint School District's request for Crystal Arizpe without reservation.

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Weiser School District #431

Applicant Name: Matthew Pritchard

Content & Grade Range: Natural Science 6-12

Degree: BS, Geology 5/2020

Declared Emergency: June 8, 2020 Weiser School District Board of Trustees declared an emergency exists for the 2020-21 school year.

Summary of Recruitment Efforts: There were two applicants and one interview. We have a one-year opening in our science department due to the active duty deployment of our continuing education leader, Ben Parsons, who will return to teach science at Weiser High School in the fall 2021.

PSC Review: The Professional Standards Commission Authorizations Committee met September 17, 2020. The committee recommends Weiser School District's request for Matthew Pritchard 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.

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 "emergencies, which must be declared, the state board may authorize the issuance of provisional certificates based on not less than two (2) years of college training."

Section 33-512(15), Idaho Code, defines substitute teachers as "as any individual who temporarily replaces a certificated classroom educator...." Neither Idaho Code, nor administrative rule, limits the amount of time a substitute teacher may be employed to cover a classroom. In some cases, school districts use a long-term substitute prior to requesting provisional certification for the individual. In some cases, the 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 staff rate.

BOARD ACTION

I move to accept the recommendation of the Professional Standards Commission and to issue one-year emergency provisional certificates for Bryton Pancheri, Monique Michel-Duarte, Angelis Solis, Kendell Marshall, Rachel Meyer, Diana Schmitt, Erick Valenzuela, Deborah Mann, Cassandra Smouse, Pat Gyles, Juo

CONSENT
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Fang Liao, Whitney Palmer, Crystal Arizpe and Matthew Pritchard to teach the content area and grade ranges at the specified school districts as provided herein for the 2020-21 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to accept the recommendation of the Professional Standards Commission to not approve the one-year emergency provisional certificate for Jaymie Quigley and to deny the request for an emergency provisional certificate to teach mathematics grades 6 through 12, in the Kuna School District, for the 2020-21 school year.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CONSENT
DECEMBER 17, 2020

IDAHO STATE UNIVERSITY

SUBJECT

COVID-19 Testing Services Contract with Shield T3 LLC

APPLICABLE STATUTE, RULE, OR POLICY

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

BACKGROUND/DISCUSSION

Idaho State University (ISU) requests permission to enter into an agreement with Shield T3 LLC to provide COVID-19 testing services for the spring 2021 semester. In response to the COVID-19 pandemic, and guided by best-practice in public health protocols for institutions of higher education, ISU intends to administer a COVID-19 testing protocol for all employees, students, and affiliates with a physical presence on ISU's campus locations. This testing protocol will identify asymptomatic carriers to limit on-campus virus outbreaks.

Shield T3 LLC provides testing services and testing results, working through "Point and Click," an existing vendor which ISU currently utilizes for other applications. The contract requires a minimum number of tests per week, calculated on a rolling basis, for the spring semester at a price of \$35 per test. At the conclusion of the spring semester, the contract may be extended on a monthly basis; however, there are no required minimum number of tests beyond the end of the semester.

IMPACT

The total value of the contract is not to exceed \$1,043,000. While it is likely that the amount will be lower due to the conservatively high estimates on the number of tests needed, that amount represents a ceiling on the contract value. Idaho State University will seek to utilize additional COVID-19 relief funds if allocated, otherwise ISU will utilize a combination of local and appropriated reserve funds.

ATTACHMENTS

Attachment 1 – Shield T3 Agreement

STAFF COMMENTS AND RECOMMENDATIONS

Given the current context related to the CIV-19 pandemic, Idaho State University's desire to develop its own testing service is both prudent for the well-being of the campus community and the public health in general. Idaho State is seeking approval from the Board due to the potential that the contract could exceed the threshold set forth in Board Policy V.I. Time is of the essence in order o implement testing protocols in time for the spring semester. Staff recommends approval.

CONSENT
DECEMBER 17, 2020

BOARD ACTION

I move to authorize Idaho State University to enter into an agreement, for an amount not to exceed \$1,043,000 and in substantially similar form to the redlined Agreement, with Shield T3 LLC as outlined in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

CLINICAL LABORATORY SERVICES AND ECOSYSTEM AGREEMENT

This Agreement ("Agreement") is entered into as of [DATE] (the "Effective Date") between SHIELD T3, LLC ("SHIELD T3") and Idaho State University ("Client")

Whereas, SHIELD T3 operates independent laboratories, which are duly licensed to the extent required under Idaho law and which are certified under the Clinical Laboratory Improvement Amendments of 1988, as amended ("CLIA"), to provide direct saliva-to-RT-qPCR molecular testing for the qualitative detection of SARS-CoV-2; and

Whereas, Client desires to engage SHIELD T3 to provide Testing to test participants related to its operations;

Now, therefore, in consideration of the respective agreements set forth herein, subject to the terms and conditions set forth herein and intending to be legally bound, the parties hereby agree as follows:

1. Services

The parties agree that this agreement is to provide two type of services (collectively, the "Services").

First, this Agreement includes provision by SHIELD T3 to Client of clinical laboratory services ("Shield Testing") for test participants under the terms and conditions of this Agreement and in accordance with all applicable requirements of federal, state or local laws, rules, and/or regulations. Shield testing will consist of virology (COVID19 Test) testing performed on samples by SHIELD T3 at a site designated by Client ("Facility") to provide the results of whether the participant is positive or negative on a test for COVID19 (the "Testing Service").

Second, under this Agreement SHIELD T3 shall provide ancillary services described in the statement of work attached hereto as Exhibit B. The parties will use all reasonable efforts to cooperate in the delivery of the Services, including the timely exchange of information, materials, and data, and access to key personnel for discussion and planning purposes.

From time-to-time, the parties may agree upon additional Services in separate statements of work (each, a "Statement of Work" or "SOW") which details, at minimum: (a) the scope of Services; (b) the SOW term; and (c) the fees for the applicable Services.

2. Term & Termination.

A. Term of Agreement. This Agreement shall commence on the date of last signature (the "Effective Date") and shall continue as described in Exhibit A. Thereafter, the Initial Term shall automatically extend on a month-to-month basis unless this Agreement is modified by mutual agreement or terminated pursuant to Section 2.B, or 2.C below. Such modifications may include changes in Minimum tests needed or Cost per test as specified in Exhibit A "Fee Schedule".

B. Termination without Cause. Subject to the termination conditions set forth in Section C, immediately below, either party may terminate this Agreement, without cause, by providing not less than thirty (30) days' prior written notice stating the intended date of termination. If Client

terminates without cause hereunder during the Initial Term, Client shall continue to be obligated to pay for the minimum volume commitment during the Initial Term and SHIELD T3 shall not be obligated to refund any fees previously paid hereunder. If SHIELD T3 terminates without cause hereunder, SHIELD T3 shall refund the value of payments by Client for all tests prepaid which have not been performed, including all deposits specified in Exhibit A "Fee Schedule".

C. Termination with Cause. Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure within ten (10) business days' written notice thereof. If there is a material breach by Client and failure to cure during the Initial Term, Client shall continue to be obligated to pay for the minimum volume commitment during the Initial Term and SHIELD T3 shall not be obligated to refund any fees previously paid hereunder. In the event of such material breach by SHIELD T3 and failure to cure, SHIELD T3 shall refund the value of payments by Client for all tests prepaid which have not been performed, including all deposits specified in Exhibit A "Fee Schedule".

3. Compensation & Billing.

A. Procedures for Billing Client. Client agrees to pay SHIELD T3 at the rate set forth in Exhibit A as the current fees to be charged to Client for Services rendered hereunder. SHIELD T3 shall invoice for the Services as set forth in Exhibit A on a weekly basis.

B. Payment Terms. Client understands SHIELD T3's need to collect payment promptly in order to buy reagent and other supplies and agrees to pay invoices within 15 days of receipt. Invoices paid after such date are subject to a late charge at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such invoice was due until the date paid.

C. No Billing of Test Participants or Seeking Reimbursement. Neither Client nor SHIELD T3 will bill test subjects or submit for reimbursement from third party payors.

D. Compliance with Laws. SHIELD T3 will comply with all applicable federal and state laws and regulations applicable to the provision of laboratory services.

4. Test Information.

SHIELD T3 will provide information to Client to support all tests offered under this agreement, including test name, pricing, and specimen collection procedure and requirements, in accordance with agreed upon project timing and launch plan.

5. Records.

A. SHIELD T3 agrees to keep and maintain any and all records, including, but not limited to, medical and financial records, for services rendered by SHIELD T3 as may be required by federal, state, or local law or government agency.

B. SHIELD T3 agrees to deliver an electronic copy of the original laboratory report within 24 hours of receipt of sample to Client or the applicable third party company (Contracted Company) agreed upon by the parties. The laboratory test report will include, at a minimum, test subject's name or barcode ID (as applicable), date of test, test name, test result, normal values, laboratory name and address.

C. With the exception of the license required under Section 6 "Laboratory Qualifications", Client shall be responsible for obtaining all rights, approvals, authorizations, licenses, registration, declarations, waivers, filings, consents, and permits, including authorization and releases from Client's test subjects with respect to informed consent for testing and consents from test subjects for the release of test results and any other data to Client, including where applicable, necessary consent from parents or guardians for those individuals who are under the age of majority ("Consents"). For the avoidance of doubt, Client hereby represents and warrants to SHIELD T3 that, prior to SHIELD T3's performance of Services, Client has or will have obtained all necessary consents for such testing, as well as all necessary consents to release any and all test results to Client, and Client further acknowledge and agree that SHIELD T3 may rely upon such representation and warranty.

D. All confirmed cases of Coronavirus Disease 2019 (COVID-19) will be reported promptly to the local health officer by Client as required by local rules and regulations.

E. SHIELD T3 will provide at no additional cost a license to Client to use an application that can be used to communicate test results to test subjects, for Bluetooth contact tracing and handle data ingestion, or Client can use the application provided by the Contracted Company.

6. Laboratory Qualifications.

In accordance with agreed upon project timing and launch plan, SHIELD T3 shall provide Client with proof that SHIELD T3 has received all required laboratory licenses or certifications. SHIELD T3 will perform all tests in compliance with any standard, ruling, or regulation of The Joint Commission, the State Department of Health Services, CMS's Clinical Laboratory Improvement Act, or any other governmental agency responsible for administering, regulating, or accrediting healthcare facilities or professionals. If such licenses or certifications are not obtained and provided by SHIELD T3, the provisions of Section 2C will apply.

7. Specimen Collection.

Specimen collection will be conducted by the Client using the processes, protocols and training provided by SHIELD T3. Such processes, protocols and training for use by Client may be modified based on mutual agreement of the parties. This specimen collection will comply with state, federal and local regulations, and will be the responsibility of the Client. Likewise, the data collection on the individual from which the specimen originates is the responsibility of the Client. In other words, the bar code needs to match the data file and this match plus the data file correctness is the responsibility of the Client. Specimen trail of custody and traceability will be the responsibility of the Client. SHIELD T3 will be responsible for supplying Client with consumables as outlined in exhibit C.

10. Specimen Transport & Courier Service.

Samples will be gathered by the Client or Contracted Company on site at the Facility and transported to SHIELD T3 at Client's cost. SHIELD T3 will not be responsible for transport of specimens from Client or Contracted Company to SHIELD T3 from the Facility. Transported specimens must be packaged and handled by Client or Contracted Company and SHIELD T3 according to applicable regulatory guidelines, SHIELD T3 procedural requirements and in accordance with trail of custody requirements.

11. Results

Shield T3 will make its best efforts to provide COVID-19 test results to Client and test participant within 5 hours of the receipt of the sample specimen, but in no case longer than 24 hours of receipt of sample specimen. Should there be periods of disruption to timely processing of test results, SHIELD T3 will provide no less than 48 hours' notice of such disruption, with such disruption having a duration of no more than five business days. Results are expected to meet a reasonable standard for diagnostic confirmation accuracy based on concurrent testing of specimens from a single test participant.

12. Independent Contractor.

In performing the services herein specified, SHIELD T3 is acting as an independent contractor, and neither SHIELD T3 nor any SHIELD T3 staff shall be considered employees of Client or any Contracted Company. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other.

13. Confidentiality.

Each party warrants and covenants to the other that neither shall disclose to any third party, except where permitted or required by law, any test subject or medical record information, and each shall comply with all federal and state laws and regulations regarding the confidentiality of such information.

14. Insurance.

SHIELD T3 shall, at its sole cost and expense at all time during the term of this Agreement, procure and maintain insurance policies, self insurance or a combination of the two that meet the following minimum limits: Workers Compensation (WC): Required for all Contracts NO EXEMPTIONS; Commercial General Liability (CGL): \$2,000,000 General Aggregate including Products and Completed Operations \$1,000,000 Each Occurrence Automobile Liability sufficient to meet minimum limits required in Idaho; \$1,000,000 per occurrence/claim Professional liability (malpractice) with a \$ 3,000,000 Aggregate. All commercial policies must be issued with a 30 day cancellation notice, by an insurance company licensed to do business in the State of Idaho, with a minimum AM Best rating of A-, and signed by an authorized agent. SHIELD T3 shall provide Client with a Certificate of Liability insurance naming Idaho State University and the State of Idaho as additional insureds. The parties agree that Client's self-insurance program satisfies Client's obligations related to insurance.

15. Miscellaneous.

A. Assignment. This Agreement and the rights and interests hereunder may be transferred or assigned only with the prior written consent of the other party.

B. Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.

C. Entire Agreement; Severability. This Agreement contains the entire contractual understanding between the parties and supersedes and terminates any prior agreement(s) between the parties hereto. The invalidity or unenforceability of any covenant, agreement, term or condition of this Agreement or the application thereof to any person or circumstance shall not affect the validity, enforceability or applicability of any other provision in this Agreement. Furthermore, it is the parties' intent that any unenforceable provision be construed and limited by any court that considers the matter so as to render it reasonable and enforceable.

D. Regulatory Requirements.

The parties expressly agree that nothing contained in this Agreement shall require SHIELD T3, or Client to refer or admit any individuals to, or order any goods or services from SHIELD T3. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct himself in such a manner as to violate the prohibition against fraud and abuse.

E. Amendments.

No modifications of or amendment to this Agreement or its attachments shall be effective or binding on either party unless mutually agreed to in writing signed by both parties.

F. Compliance.

SHIELD T3 represents and warrants that as of the date of this Agreement: (i) it is not excluded, debarred or otherwise ineligible to participate in Medicare, Medicaid or any other federal or state healthcare programs or in any federal or state procurement or non-procurement programs; or (ii) it has not been convicted of a criminal offense related to the provision of federal health care items or services that could lead to debarment or exclusion. Further, SHIELD T3 agrees to immediately notify the Client to the contract in the event the foregoing representation and warranty is no longer completely accurate. SHIELD T3 acknowledges and agrees this is a material term of the Agreement and any breach or nonfulfillment of same will entitle Client to immediately terminate this Agreement subject to the provisions of Section 2C

G. Alternate Dispute Resolution.

The parties firmly desire to resolve all disputes arising hereunder without resort to litigation in order to protect their respective business reputations and certain aspects of their relationship. Any and all claims, disputes or controversies arising under, out of, or in connection with the agreement which the parties shall be unable to resolve within sixty (60) days shall be mediated in good faith. The party raising such dispute shall promptly advise the other party of such claim, dispute or controversy in a writing which describes in reasonable detail the nature of such dispute. By not later than fifteen (15) business days after recipient has received such notice of dispute, each party shall have selected for itself a representative who shall have the authority to bind such party, and shall additionally have advised the other party in writing of the name and title of such representative. By not later than thirty (30) business days after such notice of dispute, the party

against whom the dispute shall be raised shall select a mediation firm and such representatives shall schedule a date with such firm for a mediation hearing. The parties shall enter into good faith mediation and shall share the costs equally. If the representatives of the parties have not been able to resolve the dispute within thirty (30) business days after such mediation hearing, the parties shall have the right to pursue any other remedies legally available to them.

H. Governing Law.

This Agreement shall be governed by the laws of the State of Idaho. The venue for any action brought by any party to this Agreement shall be the Sixth District Court in and for the County of Bannock.

16. Notice.

Any notice required or permitted to be given hereunder shall be in writing and may be given by:

- (1) Hand delivery and shall be deemed given on the date of delivery;
- (2) Registered or certified mail and shall be deemed given the third day following the date of mailing; or
- (3) Overnight delivery by reputable overnight delivery services such as Federal Express or UPS and shall be deemed given the following day.
- (4) Electronic delivery if agreed to by both parties

Client: Idaho State University, 921 So. 8th Ave. Stop 8410, Pocatello, ID 83209

SHIELD T3: Shield T3, 506 South Wright Street MC 349, Urbana, IL. 61801

17. Privacy and Security Requirements.

Both parties agree to comply with applicable federal and state privacy and security laws and regulations ("Privacy Laws"), including, but not limited to, of state medical privacy laws, and the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and regulations promulgated thereunder (collectively, "HIPAA"), to the extent HIPAA requirements are applicable to the Services. Both parties agree not to use or further disclose any "protected health information" ("PHI"), as defined at 45 CFR §164.504, or "individually identifiable health information" ("IIHI"), as defined at 42 U.S.C. §1320d, concerning a test subject other than as permitted by the provisions of this Agreement and Privacy Laws. Both parties shall implement safeguards designed to prevent the use or disclosure of IIHI other than as provided for by this Agreement. Either party shall promptly report to the other party any use or disclosure of IIHI not in accordance with this Agreement or in violation of Privacy Laws of which that party becomes aware. In the event either party contracts with any other parties or agents to whom the party furnishes IIHI received from the party (a "Subcontractor"), that party shall include provisions in such agreements whereby that party and the Subcontractor agree to the same restrictions and conditions that apply to that party with respect to such IIHI. Either party shall return to the other party or properly dispose of any IIHI in accordance with Privacy Laws after the expiration or termination of this Agreement. Any breach of this paragraph shall constitute a material breach that may be cause for termination of this Agreement.

18. FERPA Requirements

Client, as an educational institution, is subject to legal obligations with respect to the privacy of personally identifiable student education records ("Education Records" as such term is defined under the Family Educational Rights and Privacy Act and regulations promulgated under the Act ("FERPA")). To the extent that SHIELD T3 (i) creates, (ii) receives from or on behalf of Client, or (iii) has access to any Education Records, SHIELD T3 agrees that it shall (a) abide by terms and requirements of FERPA and Client's policy with respect to handling of Education Records; and (b) not disclose any information in relation to Education Records to any third party (including, but not limited to, parents of a student) without the prior written consent of the student as required by FERPA. If SHIELD T3 discloses any of the Education Records to a subcontractor or agent, SHIELD T3 shall require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on SHIELD T3 by this Section 18. SHIELD T3 shall take any and all actions reasonably requested by Client to protect the privacy and confidentiality of Education Records.

19. Intellectual Property

Except as provided in section 2 pursuant to transfer of ownership and title by SHIELD T3, SHIELD T3 shall retain its ownership and interest in the testing process, the testing facility and the testing procedures hereunder. All rights reserved. SHIELD T3 hereby grants Client and applicable test subjects a non-exclusive, nontransferable license to access and utilize software provided hereunder and as hosted by or on behalf of SHIELD T3 subject to any additional terms set forth herein. Client shall not, and shall not permit any third party to, copy, decompile, reverse engineer or otherwise attempt to reduce any software used in the software provided to a human-perceivable form unless SHIELD T3 has given its prior written consent. Client may not create derivative works based upon the software in whole or in part, or develop or request third parties to develop or modify any software based on the software provided hereunder except as mutually agreed by the parties. Client shall not delete, remove, modify, obscure, fail to reproduce or in any way interfere with any proprietary, trade secret or copyright notices appearing on or incorporated in the software.

20. Disclaimer; Limitation of Liability

Except as provided in Section 11 "Results", the Services are provided "AS-IS," and SHIELD T3 DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES AND MATERIALS PROVIDED HEREUNDER. There are inherent limitations to the COVID-19 testing process, including of the testing methodology, limitations due to collection methods, limitations introduced as a result of shipping or other delivery methodology, and other perhaps unforeseen limitations. Client accepts these limitations in entering into this Agreement.

IN NO EVENT WILL CLIENT, SHIELD T3 (OR ITS SERVICE PROVIDERS OR LICENSORS) BE LIABLE TO THE OTHER OR ANY OF ITS AFFILIATES UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, COST TO COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF SUCH PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF CLIENT, SHIELD T3, ITS LICENSORS/SERVICE PROVIDERS, AND THEIR OFFICERS, DIRECTORS, AGENTS, ATTORNEYS AND EMPLOYEES UNDER ANY THEORY OF LAW, INCLUDING NEGLIGENCE, TORT, OR OTHERWISE, FOR ANY DAMAGES TO CLIENT ARISING UNDER THE AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY CLIENT TO SHIELD T3 UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING THE EARLIEST EVENT GIVING RISE TO SUCH LIABILITY.

21. Force Majeure

The parties shall be excused for failures and delays in the performance of their respective obligations under this Agreement due to any cause beyond the control and without the fault of such party including without limitation, any government order, act of God, war, terrorism, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however release such party from using its best efforts to avoid or remove such cause and such party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such party shall give prompt written notice thereof to the other party, provided that failure to give prompt written notice thereof to the other party provided that failure to give such notice shall not in any way limit the operation of this provision.

IDAHO STATE UNIVERSITY

Signed: _____

By: _____

Title: _____

Date: _____

SHIELD T3

Signed: _____

By: _____

Title: _____

Date: _____

Exhibit A

Fee Schedule

1. Operational start date is January 4, 2021. The initial term and Client's minimum testing commitment will end on April 23, 2021. Additional testing under this Agreement may thereafter continue upon mutual written agreement.
2. The parties agree to do at least one trial run before December 30, 2020.
3. Client agrees to a minimum test number of 900 per week. Client agrees to submit and Shield T3 agrees to process tests pursuant to a rolling six-week forecast. Client anticipates the following test volume:
 - a. Week of January 4: 3200 tests
 - b. Week of January 11: 6400 tests
 - c. Week of January 18: 3200 tests
 - d. Each week thereafter until April 23: 900 tests

Client shall use its reasonable best estimates to update the forecast each Monday by close of business.
4. The parties understand and agree test volume may vary and may substantially increase or decrease due to a specific act, such as cancellation of spring athletics.
5. Client declines participation in Shield T3's charity pricing program. Therefore, cost per test is \$30.00.
6. The minimum average volume will be calculated and reconciled at 6-week increments, except the final increment, if the contract is terminated at the end of the semester, as noted above.
7. Cost for missed volume will be \$15 per test.

Exhibit B**Statement of Work for Ancillary Services**

This Statement of Work (SOW) is hereby subject to and incorporated into the agreement between SHIELD T3 and the Client. Services provided by SHIELD T3 are as follows:

- Provide community members, a personalized smartphone-based app to enable effective incentives and awareness of their COVID-19 health status and actions necessary to improve or maintain their health status and protect their community.
 - Develop the app such that it is renamed as mutually agreed by the parties (e.g., “Safer <Client>”).
 - Manage and provide the software licenses and computing infrastructure required to host and deliver the mobile application.
 - Provide second and third level technical support; Client is responsible for level one support (i.e., direct user support).
 - Generate real-time dashboards in connection with application data.
- Enable data integration between Client personnel database, the laboratory systems and the output to the app, and local department of health
- If the Client requires non-standard interfaces and functionality, SHIELD T3 will make an introduction to its service provider, ROKMETRO, and Client may contract directly for such services separately.
- Engage in remote discussions as needed to answer questions and work together on improving the ecosystem

Exhibit C
Collection Site supply responsibilities

Supplies	Client	Shield T3
Android Phone for scanning	X	
Vials		X
Funnels		X
Sample plastic bags		X
Transportation plastic bags		X
Personal Protective equipment	X	
Misc collection site supplies, e.g., Sharpie marker, paper towels, hand sanitizer, etc.	X	